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**RFP FOR SELECTION OF THIRD PARTY AUDITOR (TPA) FOR  
“ODISHA SECRETARIAT WORKFLOW AUTOMATION SYSTEM  
VERSION 2.0 (OSWAS V2.0)” FOR A PERIOD OF 5 YEARS**

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REF NO : OCAC-SEGP-RES-0003-2017-RFP-17041



**ODISHA COMPUTER APPLICATION CENTRE**

[TECHNICAL DIRECTORATE OF E&IT DEPARTMENT, GOVT. OF ODISHA]

OCAC BUILDING, ACHARYA VIHAR SQUARE,

BHUBANESWAR, ODISHA, INDIA – 751013

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**KEY EVENTS**

| <b>Sl. No.</b> | <b>Events</b>                                    | <b>Schedule</b>                |
|----------------|--|--------------------------------|
| 1.             | Start date of issue / sale of RFP document       | 20.10.2017                     |
| 2.             | Last date and time for Submission of Queries     | 28.10.2017                     |
| 3.             | Pre-Bid Conference                               | 30.10.2017 at 11:30 AM         |
| 4.             | Last date and time for Submission of Bid         | 20.11.2017 by 2 PM             |
| 5.             | Opening of Pre-Qualification and technical bids  | 20.11.2017 at 4 PM             |
| 6.             | Technical Presentation on Approach & Methodology | 21.11.2017 at 10:30 AM onwards |
| 7.             | Opening of Commercial bids                       | 22.11.2017 at 4 PM             |

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## 1. Fact Sheet

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

| Clause Reference | Topic  |
|------------------|--|
| Section 4.3.1    | <p>A pre-Bid meeting will be held on 30.10.2017 at 11:30 AM at Odisha Computer Application Center<br/>N-1/7-D, Acharya Vihar<br/>P.O.- RRL, Bhubaneswar - 751013<br/>Tel: 0674-2567280/ 2567064/ 2567295<br/>Fax: +91-674-2567842</p> <p><u>Contact Person</u><br/>General Manager (Admin)<br/>e-Mail : <a href="mailto:gm_ocac@ocac.in">gm_ocac@ocac.in</a></p> <p>All the queries should be received on or before 28.10.2017 by 5 PM, through email only to <a href="mailto:gm_ocac@ocac.in">gm_ocac@ocac.in</a> (with a copy to <a href="mailto:subrat.mohanty@ocac.in">subrat.mohanty@ocac.in</a>) at the above mentioned address.</p> |
| Section 4.4.2    | <p>RFP can be Downloaded from <a href="http://www.odisha.gov.in">www.odisha.gov.in</a> or <a href="http://www.ocac.in">www.ocac.in</a> or <a href="http://www.tenders.gov.in">www.tenders.gov.in</a>. The bidders are required to submit the document Fee of ₹5,000 in shape of Demand Draft in favour of <u>Odisha Computer Application Centre</u> and payable at Bhubaneswar from any of the scheduled commercial banks along with the Proposal (General Bid).</p>   |
| Section 4.4.3    | <p>The bidder is required to submit Earnest Money Deposit amounting to ₹4,00,000/- in shape of Demand Draft in favour of Odisha Computer Application Centre, Bhubaneswar or Bank Guarantee issued from any of the Scheduled Banks as per the format placed at Clause no 9.14 along with the General Bid.</p>   |
| Section 4.4.4    | <p>Bidders must submit a soft copy of the Prequalification &amp; Technical Proposal in a non-editable CD along with original copy. However, One original copy of the Commercial Proposal (only hard copy) is to be submitted.</p>  |
| Section 4.5.2    | <p>The Proposal should be filled in by the Bidder in English language only.</p>  |

|               |  |
|---------------|--|
| Section 4.5.3 | The bidder should quote price in Indian Rupees only. The offered price must be exclusive of taxes and duties. The taxes as appropriate & applicable would be paid at the prevalent rates.  |
| Section 4.5.4 | <p>The proposal submission address is:</p> <p>General Manager (Admin)<br/> Odisha Computer Application Center<br/> N-1/7-D, Acharya Vihar Square<br/> P.O.- RRL, Bhubaneswar - 751013<br/> Tel: 0674-2567280/ 2567064/ 2567295<br/> Fax: +91-674-2567842<br/> Email: <a href="mailto:gm_ocac@ocac.in">gm_ocac@ocac.in</a></p> <p>Proposals must be submitted on or before 20.11.2017 by 2 PM</p>   |
| Section 5     | Least Cost Selection (LCS) i.e. L1 method shall be used to select a Third Party Auditor for “Odisha Secretariat Workflow Automation System (OSWAS) Ver. 2.0”. The bidder is required to submit the bids General (Pre-qualification), Technical & Financial bid in three separate sealed envelopes which are, in turn, to be put in an outer sealed envelope. Technical bid of those bidders who qualify in General Bid shall be opened. Financial bid of those bidders who qualify in Technical Bid by scoring 80% or above shall be opened. The bidder securing the highest Composite Bid Score will be awarded the work. Consortium not allowed. |
| Section 4.6.2 | Proposals/ Bids must remain valid 180 days from the date of opening of Commercial Bid.   |
| Section 8     | This project includes deliverables relating to Functional audit of the application, Data migration Audit, VAPT in periodic manner, quarterly audit of the performance of application, Operation, Maintenance as per SLA, User Feedback Survey etc.   |
| Section 8.2   | Total engagement period of TPA will be about 5 years and 3 months.   |



## 1. Request for Proposal

Sealed proposals are invited from eligible, reputed, qualified IT Auditing firms for selection of Third Party Auditor(TPA) for upgraded version of OSWAS as detailed out in the Terms of Reference under Section 8 of this RFP Document. This invitation to bid is open to all Bidders meeting the minimum eligibility criteria as mentioned in Section 5.1 of this RFP Document.

## 2. Structure of the RFP

This Request for Proposal (RFP) document for selection of Third Party Auditor for “Odisha Secretariat Workflow Automation System (OSWAS) Ver. 2.0” comprises of the following.

- I. Instructions on the Bid process for the purpose of responding to this RFP. This broadly covers:
  - a. General instructions for bidding process
  - b. Bid evaluation process including the parameters for Pre-qualification, Technical evaluation and commercial evaluation for determining bidder’s suitability as the system integrator
  - c. Commercial bid and other formats
- II. Terms of Reference of the project. The contents of the document broadly cover the following areas:
  - a. About the project and its objectives
  - b. Scope of work
  - c. Deliverables
- III. Agreement with TPA for execution of work.(provided separately in Annexure - B)

The bidder is expected to respond to the requirements as completely and in as much relevant detail as possible, and focus on demonstrating bidder’s suitability to become the Third Party Auditor of OCAC for OSWAS v2.0 project.

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

### **3. Background Information**

#### **3.1 Basic Information**

- a) OCAC on behalf of E&IT Department, Government of Odisha invites responses (“Tenders”) to this Request for Proposals (“RFP”) from Information Auditing Firms (“Bidders”) for Selection of Third Party Auditor for “Odisha Secretariat Workflow Automation System (OSWAS) Ver. 2.0” as described in Section 8 of this RFP, “Terms of Reference”.
- b) 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.
- c) OCAC will award the Contract to the successful bidder whose proposal has been determined as the best value proposal based on Technical and Financial evaluation criteria and accepted by the Tender Accepting Authority.

#### **3.2 Project Background**

##### **3.2.1 About the Department**

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

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

### **3.2.2 Project Profile**

#### **3.2.2.1 About OSWAS**

The Secretariat of Government of Odisha (GoO) plays a pioneering role in the governance of the State. It is the highest echelon of the administrative set up in the State Government and oversees the functioning of Government at all levels. Meaningful gains in the quality of information provided and superior citizen services across the spectrum of Government can be achieved only if the processes and systems in the Government Secretariat are responsive and knowledge-led.

State Secretariat is repository of a wealth of information and knowledge. Decision making and policy formulation processes within these offices involve receipt and dispatch of a large number of correspondences apart from holding, maintaining and processing large volumes of data.

The Government of Odisha, as part of its on-going administrative reform programmes and associated modernization initiatives, has implemented OSWAS since 2008 to induct IT tools and technologies to improve the efficiency and transparency in the Secretariat. The existing version of OSWAS has been implemented by M/s TATA Consultancy Services Limited.

This existing version of OSWAS is being used by 43 Departments of Government of Odisha including the offices of Chief Secretary (CS) and Chief Minister (CM) and 3 Directorates of Govt. of Odisha, middle level staff and ministerial staff with the current user base of around 5000 officers. It has been widely accepted by all the employees of the Secretariat as an IT enabler for electronic processing of the work flow process in a timely manner. Electronic processing of files has enabled GoO to quickly take actions on the administrative matters. It has significantly brought down the time to establish and implement a decision. OSWAS Platform has automated routine tasks of the department with a clear perspective of ownership and compliance. It provides digital platform for efficient, effective and transparent administrative functions as per the policy defined in the office procedure manual of Government of Odisha.

Odisha Secretariat Workflow Automation System (OSWAS) system has been designed and developed keeping in view the Secretarial practice. It enables to automate the functions of the Departments and to create a conducive environment for

effective and efficient administration. The functionalities of the system are such that it is not only ensures accomplishment of day-to-day official work in systematic manner but also prioritizes the essence of time. The Users may find it easy to use. Its functionalities are clear and more accessible. The scope of OSWAS system is restricted within the Secretariat Local Area Network. It can be accessed by authorised users only, outside the Secretariat LAN through the VPN.

In order to meet the technological changes over the years and user expectations as per the current need, RFP was floated in beginning of year 2017 for implementation of new version of OSWAS with its operation and management for a period of 5 years and M/s TATA Consultancy Services Limited has been selected for the same. As per the timeline mentioned in the agreement, M/s TCS have to implement project in a time frame of 36 weeks and there after operation and management of the entire application for a period of 5 years from Go-Live.

## **4. Instructions to the Bidders**

### **4.1 General**

- a) While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the solution needed to meet the requirements. Bidders and recipients of this RFP may consult their own legal advisers with regard to this RFP.
- b) All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by OCAC on the basis of this RFP.
- c) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the OCAC. Any notification of preferred bidder status by OCAC shall not give rise to any enforceable rights by the Bidder. OCAC may cancel this public bid process at any time prior to a formal written contract being executed by or on behalf of the OCAC.
- d) This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

### **4.2 Compliant Proposals/ Completeness of Response**

- a) Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to

have been done after careful study and examination of the RFP document with full understanding of its implications.

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

### **4.3 Code of integrity**

No official of OCAC 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 behavior that may impair the transparency, fairness and the progress of the procurement process.
  - iv. proper 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.

In case of any reported violations, the procuring entity, after giving a reasonable opportunity of being heard, comes to the conclusion that a bidder or prospective bidder,

as the case may be, has contravened the code of integrity, may take appropriate measures.

#### 4.4 Pre-Bid Meeting & Clarifications

##### 4.4.1 Pre-bid Conference

- a) OCAC shall hold a pre-bid meeting with the prospective bidders on 30.10.2017 at 11:30 AM at Odisha Computer Application Centre, Bhubaneswar.
- b) The Bidders will have to ensure that their queries for Pre-Bid meeting should reach to General Manager (Admin) only by email ([gm\\_ocac@ocac.in](mailto:gm_ocac@ocac.in)) with a copy to [subrat.mohanty@ocac.in](mailto:subrat.mohanty@ocac.in) on or before 28.10.2017 by 5 PM.
- c) The queries should necessarily be submitted in the following format (in .xls file):

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

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

##### 4.4.2 Responses to Pre-Bid Queries and Issue of Corrigendum

- a. The Nodal Officer notified by the OCAC will endeavor to provide timely response to all queries. However, OCAC neither makes representation or warranty as to the completeness or accuracy of any response made in good faith, nor does OCAC undertake to answer all the queries that have been posed by the bidders.
- b. At any time prior to the last date for receipt of bids, OCAC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
- c. The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on [www.ocac.in](http://www.ocac.in), [www.odisha.gov.in](http://www.odisha.gov.in) and [www.tenders.gov.in](http://www.tenders.gov.in).
- d. Any such corrigendum shall be deemed to be incorporated into this RFP.

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

#### **4.5 Key Requirements of the Bid**

##### **4.5.1 Right to Terminate the Process**

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

##### **4.5.2 RFP Document Fees**

RFP document can be downloaded from [www.ocac.in](http://www.ocac.in) or [www.odisha.gov.in](http://www.odisha.gov.in) or [www.tenders.gov.in](http://www.tenders.gov.in). The bidders are required to submit the document Fee of ₹5,000/- in shape of Demand Draft in favour of Odisha Computer Application Centre and payable at Bhubaneswar from any of the scheduled commercial banks along with the General Bid Proposal. Proposals received without or with inadequate RFP Document fees shall be rejected.

##### **4.5.3 Earnest Money Deposit (EMD)**

- a. Bidders shall submit, along with their Bids, EMD of ₹4,00,000/- (Rupees Four Lakhs only), in the shape of Demand Draft OR Bank Guarantee (in the format specified in Clause 9.14) 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 its bid during the period of bid validity.
  - In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.
  - 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
  - A Proposal contains deviations (except when provided in conformity with the RFP) conditional offers and partial offers.

#### **4.5.4 Submission of Proposals**

- a. The bidders should submit their responses as per the format given in this RFP in the following manner
- Response to Pre-Qualification Criterion : (1 Original in hard copy+ 1 CD) in first envelope
  - Technical Proposal - (1 Original in hard copy + 1 CD) in second envelope
  - Commercial Proposal - (1 Original in hard copy) in third envelope
- b. The Response to Pre-Qualification criterion, Technical Proposal and Commercial Proposal (as mentioned in previous paragraph) should be covered in separate sealed envelopes superscribing "Pre-Qualification Proposal", "Technical Proposal" and "Commercial Proposal" respectively.
- c. Please Note that Prices should not be indicated in the Pre-Qualification Proposal or Technical Proposal but should only be indicated in the Commercial Proposal.
- d. The three envelopes containing Pre-qualification Proposal, Technical Proposal and Commercial Proposal should be put in another single sealed envelope clearly marked as "Response to RFP for Engagement of Third Party Auditor for "Odisha Secretariat Workflow Automation System (OSWAS) Ver. 2.0" - RFP Ref No - OCAC-SEGP-RES-0003-2017-RFP-17041 with the wordings "DO NOT OPEN BEFORE 20.11.2017".
- e. The outer envelope thus prepared should also indicate clearly the name, address, telephone number, E-mail ID and fax number of the bidder to enable the Bid to be returned unopened in case it is declared "Late".



- f. All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
- g. The proposal/ bid shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the bidder itself. Any such corrections must be initialed by the person (or persons) who sign(s) the proposals.
- h. All pages of the bid shall be initialed and stamped by the authorized person or persons who sign the bid.
- i. In case of any discrepancy observed by OCAC in the contents of the submitted original paper bid documents with respective copies, the information furnished on original paper bid document will prevail over others.
- j. Bidder must ensure that the information furnished by him in respective CDs is identical to that submitted by him in the original paper bid document. In case of any discrepancy observed by OCAC in the contents of the CDs and original paper bid documents, the information furnished on original paper bid document will prevail over the soft copy.

#### **4.6 Preparation and Submission of Proposal**

##### **4.6.1 Proposal Preparation Costs**

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

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

##### **4.6.2 Language**

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

#### 4.6.3 Venue & Deadline for Submission of Proposals

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

|   |  |
|---|--|
| <b>Addressed To</b>                       | General Manager(Admin)<br>Odisha Computer Application Centre<br>N-1/7-D, Acharya Vihar Square,<br>PO : RRL<br>Bhubaneswar – 751002<br>Odisha |
| <b>Telephone</b>                          | 0674-2567280/ 2567064/ 2567295   |
| <b>Fax Nos.</b>                           | 0674-2567842   |
| <b>Email id</b>                           | gm_ocac@ocac.in  |
| <b>Last Date &amp; Time of Submission</b> | 20.11.2017 by 2 PM   |

#### 4.6.4 Late Bids

- a. Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned unopened.
- b. The bids submitted by telex/ telegram/ fax/ e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- c. OCAC shall not be responsible for any postal delay or non-receipt/ non delivery of the documents. No further correspondence on the subject will be entertained. It is the responsibility of the bidder to ensure that its bid/proposal is received by OCAC within the prescribed timeline.
- d. OCAC reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments.

#### 4.7 Evaluation Process

- a. OCAC will constitute a Proposal Evaluation Committee to evaluate the responses of the bidders
- b. The Proposal Evaluation Committee constituted by OCAC shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability

to submit requisite supporting documents / documentary evidence, may lead to rejection of the bid.

- c. The decision of the Proposal Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee.
- d. The Proposal Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals, if required.
- e. The Proposal Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.
- f. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

#### **4.7.1 Tender Opening**

The Proposals submitted up to 20.11.2017 by 2 PM will be opened on 20.11.2017 at 4 PM by Proposal Evaluation Committee, in presence of those Bidders or their representatives who may be authorized by the bidder to be present at the time of opening. The representatives of the bidders should be advised to carry the identity card or a letter of authority from the tendering firms to be identified as bona-fide for attending the opening of the proposal.

#### **4.7.2 Tender Validity**

The offer submitted by the Bidders should be valid for minimum period of 180 days from the date of submission of Tender. However, validity of the price bid of selected bidder will be 5 years and 3 months from the date of opening of commercial bid.

#### **4.7.3 Proposal Evaluation**

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

- submitted without the documents requested in the checklist
- non-compliant with any of the clauses stipulated in the RFP
- having lesser validity than the prescribed validity period.

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

b. All responsive Bids will be considered for further processing as below :

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

## 5. Criteria for Evaluation

Tenders for this contract will be assessed in accordance with **Least Cost Selection (LCS i.e. L1) system i.e. the bidder who have quoted lowest total quote (i.e. Lowest quote in Grand Total column in Commercial bid) will be awarded the work.** All bids will primarily be evaluated on the basis of Prequalification Criteria. The Proposal Evaluation Committee will carry out a detailed evaluation of the Proposals, only those who qualify all the Prequalification criteria, in order to determine whether the technical aspects are in accordance with the requirements set forth in the RFP Documents. In order to reach such a determination, the Proposal Evaluation Committee will examine and compare the technical aspect of the Proposals on the basis of information provided by the bidder, taking into account the following factors:

- a. Overall completeness and compliance with the requirement
- b. Proposed solution, work-plan and methodology to demonstrate that the bidder will achieve the performance standards within the time frame described in RFP documents
- c. Any other relevant factors, if any, listed in RFP document or the OCAC deems necessary or prudent to take into consideration

In order to facilitate the technical proposal evaluation, the technical criteria laid down along with the assigned weights have been presented in subsequent section. The marking scheme presented here is an indication of the relative importance of the evaluation criteria. Bidders securing a minimum of 80% marks in the technical evaluation will only be considered for further financial bid evaluation. Bids of Tenders which don't secure the minimum specified technical score will be considered technically non-responsive and hence debarred from being considered for financial evaluation.

### 5.1 Prequalification Criteria (General Bid)

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

| Sl# | Basic Requirement    | Specific Qualification Criteria   | Document/ Information to be submitted with proposal  |
|-----|----------------------|---|--|
| a)  | Legal Entity         | <ul style="list-style-type: none"> <li>The Organization must be registered under the Companies Act 1956 or a partnership firm registered under LLP Act, 2008</li> <li>must have been in operation for a period of at least 5 (Five) years as on March 31, 2017</li> </ul>   | Certificate of Incorporation   |
| b)  | Legal Entity         | The bidder should have registered under <ul style="list-style-type: none"> <li>PAN/TAN</li> <li>GST</li> </ul>  | Attach copy of relevant certificate  |
| c)  | Turnover             | The bidder's average turnover (from consultancy /IT consultancy/IT Audit services) should be more than ₹20 crore in last 3 years - ending at March 31, 2017   | <ul style="list-style-type: none"> <li>- Copy of the audited Balance sheet and Profit &amp; Loss account;</li> <li>- Statutory Auditor's Certificate</li> </ul>  |
| d)  | Net Worth            | The bidder should have been profitable for all these three financial years and must have positive net worth.  | Statutory Auditor's Certificate  |
| e)  | Certification        | The bidder must have ISO 27001 and ISO 9001:2013 Certification  | Copy of a Valid Certificate  |
| f)  | Technical Capability | <p>The bidder must have provided (or continuing to provide) IT Audit Services/TPA Service to any e-Governance Project of Government/PSU/Govt. autonomous body in India during last 5 years with</p> <ul style="list-style-type: none"> <li>- at least One project with minimum order value of INR 1.6 Core or,</li> <li>- Two Projects with minimum order value of INR 1.2 Crore or,</li> <li>- Three Projects with minimum order value of INR 80 Lakhs (i.e. INR 0.8 Crore)</li> </ul> | <p>Completion Certificates from the client<br/>OR</p> <p>Work Order + Self Certificate of Completion (Certified by the Statutory Auditor);<br/>OR</p> <p>Work Order + Phase Completion Certificate from the client</p> |

| Sl# | Basic Requirement                        | Specific Qualification Criteria  | Document/ Information to be submitted with proposal |
|-----|--|--|---|
|     |  |  | OR<br>Copy of contract with the project value.      |
| g)  | Empanelment with Cert-in, Govt. of India | The bidder must be empaneled in CERT-In (Government of India) as Information Security Auditing Organisation  | Empanelment Letter                                  |
| h)  | Consortium                               | Consortium is not allowed  |   |
| i)  | Black Listing                            | The bidder should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government or PSU in India.                         | Annexure - Self Declaration (at Clause 9.2)         |
| j)  | EMD & Document Fee                       | The bidder must submit Tender document fee amounting to ₹5,000 in shape of DD and EMD amounting to ₹4,00,000/- in shape of DD or Bank Guarantee from a schedule bank | Demand Draft and/or Bank Guarantee                  |

## 5.2 Technical Evaluation Criteria

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

| Sl#                                      | Criteria  | Documentary Evidence                                      | Marks   | Max. Marks |
|--|---|---|---|------------|
| <b>Financial &amp; Resource Strength</b> |   |   |   |            |
| a)                                       | Average Annual Turnover in last 3 years ending with March 2017 from IT Consulting/IT Audit services | Audited Balance Sheet and Statutory Auditor's Certificate | - ₹20 Cr. 2 marks<br>- Beyond ₹20 Cr., 1 mark for each ₹20 Crore up to maximum 10 marks | 10         |
| b)                                       | Net Worth (average 3 years)   | Statutory Auditor's Certificate                           | - 5 Crore 1 mark<br>- Beyond ₹5 Cr. , 1 mark for each ₹2 Crore up to maximum 5 marks    | 5          |

| Sl#                                      | Criteria   | Documentary Evidence  | Marks   | Max. Marks |
|--|--|---|---|------------|
| c)                                       | Total no. of certified professionals having certifications in CISA/ CISSP/CEH/ CISM/ ISO 27001/BS7799 ITIL/ ISO 20000  | Letter from HR / Director   | - Minimum 50: 1 Mark<br>- 1 mark each for additional 25 professionals up to maximum 5 marks       | 5          |
| d)                                       | Presence of bidder in Odisha   | Documentary Proof like lease agreement or trade license etc.  | - Presence in Odisha  | 5          |
| e)                                       | Quality Certification of Bidder  | Copy of Certificates  | - CMMI- 5 - 2 Mark<br>- ISO 9001 – 1 Mark<br>- ISO 27001 – 1Mark<br>- CERT-in empanelled - 1 Mark | 5          |
| <b>Previous experience and expertise</b> |  |   |   |            |
| f)                                       | The bidder's audit experience in terms of no. of assignments performed/executed for large scale TPA in any Government in India such as SWAN/ SDC/CSC etc. in last 5 years.<br><br>(Minimum Order value should be more than ₹1.6 Crore) | Completion Certificates from the client<br><br>OR<br>Work Order + Self Certificate of Completion (Certified by the Statutory Auditor) | - Each project 2 marks maximum 10 marks   | 10         |
| g)                                       | Auditing Experience of any Workflow Automation system in any Govt/PSU/Autonomous body/Banks in India   | OR<br>Work Order + Phase Completion Certificate from the client   | - Each Project 5 marks maximum up to 10 marks   | 10         |
| h)                                       | Audit experience of bidder for any Application Software/Web based application Implementation in Govt. sector/Autonomous Body/PSU/Banks in India<br><br>(Minimum order value should be ₹20 Lakh)  | Certificate from the client   | - 5 marks for each project maximum up to 20 marks   | 20         |
| <b>Technical Presentation</b>            |  |   |   |            |
| i)                                       | Technical Presentation (Technical Presentation to be made as specified at Clause – 5.2.1)  | Technical Proposal & Presentation   | -   | 30         |
| <b>Total Score</b>                       |  |   |   | <b>100</b> |



| Sl#  | Criteria | Documentary Evidence | Marks | Max. Marks |
|--|----------|----------------------|-------|------------|
| <b>Cut Off (to open the financial bid)</b> |          |                      |       | <b>80</b>  |

- a) All the bidders who secure a Technical Score of 80% or more will be declared as technically qualified.
- b) The commercial bids of only the technically qualified bidders will be opened for further processing.

### 5.2.1 Technical Presentation

After evaluation of the submitted Technical Bids, the bidders will be invited for the Technical Presentation before the Technical Evaluation Committee and members of other stakeholders. The Technical Presentation should be informative and should clearly describe the course of action and procedures. Hence, the bidder should prepare the presentation after thoroughly studying the existing system and scope of work.

#### Scope of Technical Presentation

| S.No. | Content   |
|-------|---|
| 1     | Min. 2 Case Studies on Web Enabled Application TPA experience   |
| 2     | Understanding of OSWAS Audit requirements and Audit plan  |
| 3     | Staffing Plan – Sample CVs of TPA resources   |
| 4     | Tools/Methodologies to be used  |
| 5     | ISO 27001/ITIL/CISSP/CISA / other Certifications requirements   |
| 6     | Walk-through / Details of in-house Audit facility   |
| 7     | Customer Feedback on previous projects  |
| 8     | Key Achievements/Contributions made in past TPA projects  |
| 9     | Audit Deliverables/Reports and their impact on application operations security, and management practices improvements |
| 10    | Overall Approach and methodology for Providing TPA Service for OSWAS Project  |
| 11    | Others if any   |

The above content will be calculated as parameters for evaluation of the bids.

### 5.3 Evaluation of Financial Bid

- a) The Financial Bids of the technically qualified bidders will be opened on the prescribed date in the presence of bidders' representatives

- b) The bid with lowest Financial (L1) i.e. “lowest price quoted” in Grand total as mentioned in the Financial Bid Table (as above) will be considered as the Successful bid i.e. Lowest Bid (L1 Bid)
- c) Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- d) The bid price will be inclusive of all taxes and levies and shall be in Indian Rupees.
- e) Any conditional bid would be rejected.
- f) The bidder also required to quote for cost to be charged for various TPA services for 5<sup>th</sup> and 6<sup>th</sup> year separately. However, these cost would not be included during commercial bid evaluation.
- g) Errors & Rectification: Arithmetical errors will be rectified on the following basis: “If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail”.

## **6. Appointment of TPA**

### **6.1 Award Criteria**

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

### **6.2 Right to Accept Any Proposal and To Reject Any or All Proposal(s)**

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

### **6.3 Purchaser's Procurement Rights**

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

- a. Amend, modify, or cancel this tender and to reject any or all proposals without assigning any reason.
- b. Change any of the scheduled dates stated in this tender.
- c. Reject proposals that fail to meet the tender requirements.
- d. Remove any of the item(scope) at the time of placement of order.
- e. Addition of scope during the project tenure period by mutually agreed rates.
- f. Should the Purchaser be unsuccessful in negotiating a contract with the selected bidder, the Purchaser will begin contract negotiations with the next best value bidder in order to serve the best interest.
- g. Make typographical correction or correct computational errors to proposals
- h. Request bidders to clarify their proposal.

### **6.4 Notification of Award (i.e. Letter of intent)**

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

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

### **6.5 Contract Finalization and Award**

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

### **6.6 Performance Guarantee**

The OCAC will require the selected bidder to provide a Performance Bank Guarantee, within 15 days from the Notification of award (i.e. Letter of intent), for a value equivalent to 10% of the total cost of ownership i.e. total order value excluding taxes. The Performance Guarantee should be valid for a period of 5 years 6 months (66 months). The Format of Performance Bank Guarantee is provided at Clause 9.17. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project period. In case the selected bidder fails to submit performance guarantee within the time stipulated, the OCAC at its discretion may cancel the order placed on the selected bidder after giving prior written notice to rectify the same. OCAC shall invoke the performance guarantee in case the selected bidder fails to discharge their contractual obligations during the period or OCAC incurs any damages due to bidder's negligence in carrying out the project implementation as per the agreed terms & conditions.

### **6.7 Signing of Contract**

Post submission of Performance Guarantee by the successful bidder, OCAC shall enter into a contract with the successful bidder taking into account the relevant clauses of RFP, pre-bid clarifications, Corrigenda, the proposal of the bidder in addition to other agreed clauses. The Draft Contractual Agreement to be signed with successful bidder is provided at Annexure-B.

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

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

## 7. Contractual Clauses

The Contract Agreement for this engagement would contain the following key clauses:-

### 7.1 Term of Contract

This will include the period required to deliver the deliverables and other services specified in the terms of reference, including the duration of the support period (as may be applicable)

### 7.2 Termination

- a) Normal termination of the contract would happen at the end of the tenure.
- b) Pre-mature termination of the contract would happen in case of insolvency of bidder or due to conditions of breach happening due to reasons solely and entirely attributable to Bidder, provided prior thirty days written notice to rectify the same is given by the OCAC and failure by Bidder to rectify in the notice period.
- c) Termination by bidder (TPA) - The TPA 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 OCAC fails to pay any money due to the TPA pursuant to this Contract and not subject to dispute pursuant to Clause 7.10 hereof within forty-five (45) days after receiving written notice from the TPA that such payment is overdue.
  - ii. If OCAC fails to comply with any final decision reached as a result of arbitration pursuant to Clause 7.10 hereof
  - iii. If OCAC 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 TPA may have subsequently approved in writing) following the receipt by the Purchaser of the TPA's notice specifying such breach.
  - iv. OCAC's failure to give acceptance of deliverables in mutually agreed time schedules

### 7.3 Effects 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.

#### **7.4 Scope of Work and Deliverables**

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

#### **7.5 Norms Governing Service Delivery**

- a) Provide necessary performance guarantees on signing of the agreement;
- b) Shall deliver the services in a professional manner commensurate with accepted industry practices and/or technical standards which are generally expected of such an engagement;
- c) Bidders shall establish a formal team structure with a named Project Manager who will serve as single point of contact and staff with competent resources to provide effective and expert service delivery, in tune to the requirements;
- d) Provide a roadmap and project plan for this engagement, describing clearly the responsibilities, timelines, dependencies, milestones and risks;
- e) The cost of travel & accommodation during visit to Odisha for works like system study, training etc. should be borne by the bidder.

#### **7.6 Fees and Payments**

- a) The total fees payable to the bidder including a milestone based payment would be as specified in the terms of reference. Such payments shall be inclusive of all taxes / levies and other out of pocket expenses. **Rate of taxes, (duties etc.) will be applicable as per the rate prevailing at the time of submission of Bill.**
- b) Payments for additional services in case of change in scope will also be specified.
- c) In case of a bona fide dispute regarding any invoice, OCAC shall be entitled to delay or withhold payment of the invoice or part of it, limited to the extent of the disputed amount.

**7.7 Audit**

- a) The deliverables prepared for this project are subject to audit (by CAG or other entities). The bidder should help OCAC during preparation of compliances of audit without any additional cost.
- b) All technical documents/deliverables shall be in favour of the OCAC and shall be submitted to the OCAC before final payment or on demand.
- c) All records pertaining to this work shall be made available to the OCAC and its authorized agencies upon request for verification and/or audit, on the basis of a written request.

**7.8 Confidentiality**

Bidder and its agents shall exercise professionally reasonable care to maintain the required confidentiality and privacy with regard to OCAC/Departmental data, wherever applicable. If required, the bidder will sign a Non-Disclosure Agreement (NDA) with OCAC/ other stakeholders of project.

**7.9 Force Majeure**

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

**7.10 Dispute Resolution**

Any dispute or difference, whatsoever, arising between the parties to this agreement arising out of or in relation to this agreement shall be amicably resolved by the Parties through mutual consultation, in good faith and using their best endeavors. Parties, on mutual consent, may refer a dispute to a competent individual or body or institution or a committee of experts appointed by OCAC (~~Nodal Authority~~) for such purpose and abide by the decisions thereon.

On non-settlement of the dispute, same shall be referred to the Principal Secretary to Government, E&IT Department, Government of Odisha for his decision and the same shall be binding on all parties, unless either party makes a reference to arbitration proceedings, within sixty days of such decision.

Such arbitration shall be governed in all respects by the provision of the Arbitration and Conciliation Act, 1996 or later and the rules framed there under and any statutory modification or re-enactment thereof. The arbitration proceeding shall be held in Bhubaneswar, Odisha.

### **7.11 Governing Law and Jurisdiction**

This agreement and all questions of its interpretation shall be construed in accordance with the Laws of India in the High Court at Cuttack having jurisdiction. Suits, if any arising out of the contract/agreement shall be filed by either party in a court of Law to which the Jurisdiction of the High Court of Odisha extends.

### **7.12 Change Request Management**

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

- Identification and documentation of change request requirement– The details of scope of change will be analysed and documented
- Effort Estimate – OCAC will ask the successful bidder to submit the effort estimate.
- Approval or disapproval of the change request – Technical Committee constituted by OCAC will approve or disapprove the change requested including the additional payments, after analysis and discussion with the bidder on the impact of the change on schedule.
- Implementation of the change Request– The change will be implemented in accordance to the agreed cost, effort, and schedule. The vendor shall consolidate all approved CRs and raise invoice to OCAC accordingly.

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



## 8. Terms of Reference

### 8.1 Scope of Work

The core objective for TPA is to provide objective assurance and audit services to monitor and assess the conformance by the System Integrator of OSWAS and add value to improve the OSWAS operation and its implementations at State Secretariat. It helps Govt. of Odisha to accomplish the project objectives by bringing a systematic, disciplined approach to evaluate and improve the effectiveness of infrastructure, operations, and service level management, control and governance processes. The third party audit agency (TPA) will audit the application, its implementation, operations and management, security and compliance with standards and processes as per the requirement. The audit report prepared by TPA shall form the basis for payments to the System Integrator of OSWAS during the operations phase.

### 8.2 TPA activities

To understand the project TPA would be required to

- Study the RFP and contract signed between OCAC and System Integrator
- Study the Functional Requirement Study (FRS) Document
- Study the System architecture & design and the services envisaged.
- Study the functionality of the modules under OSWAS
- Create frameworks and procedures for audit
- Review of the escalation mechanisms being followed to resolve any issues between various stakeholders of the project.
- Review of project management approach adopted by OCAC and provide suggestion for its improvement.
- Review the EMS configuration made by System Integrator with respect to Service Levels mentioned in the agreement.
- Audit Plan (one time): TPA would prepare audit plan and templates.
- TPA would perform SLA Audit, Helpdesk Review, Operation & Maintenance Audit, User Feedback Survey, Vulnerability Assessment, Penetration Testing, Infrastructure Audit etc.
- Functional Audit of all the modules under OSWAS

OCAC will not provide any additional device, software or tool to perform vulnerability assessment. TPA has to bring their own tools to perform such activity. However necessary Servers for hosting of tool/software for audit work will be provided by OCAC

The details of the activities carried out by the TPA are as follows

### **8.3 Audit Framework**

To ensure the consistency and comparability of the audit on a regular basis, the TPA must establish an audit methodology in discussion with the OCAC and would need to study the proposal of engaged System Integrator for OSWAS v2.0 submitted with OCAC to understand its offering and SLA commitments. Also, the agency would need to study the contract signed between the OCAC and SI for OSWAS v2.0 implementation. After its study, the TPA would

- a. Create a framework and procedure for carrying out the audit. In cases of significant noncompliance, establish a mechanism to resolve audit observations.
- b. Prepare various templates required to be filled in by the various stakeholders involved in the audit process.
- c. Prepare annual audit plan including stated audit areas and controls.
- d. Though it is an one time activity, it will be reviewed internally on an annual basis.

### **8.4 Functional Audit (one time activity)**

- Review the solution developed by System Integrator against the functional requirement (FRS) signed-off between OCAC and System Integrator.
- Study the functionality of all modules under OSWAS Project, review the application deployed in detail and furnish the compliance report.
- Recommendations on removing the existing weaknesses in the system and make OSWAS implemented in state secretariat robust and fool proof.
- OSWAS seeks to achieve a set of objectives like increasing efficiency & effectiveness of the processes, employee productivity, efficient management of data, information & knowledge within the Odisha Secretariat as well as better communication & co-ordination and advancement towards knowledge-led governance. OSWAS is based on following two categories of applications and TPA need to review the each functionality module.

#### a) Core / Base Applications

1. Portal
2. Dak / Correspondence Management
3. File Management
4. File Processing
5. Files Room / Record Room

6. Document Management System and Knowledge Bank (Knowledge Based system for Government Rules/Regulations/Circulars/ Acts and advanced search facility)
7. Workflow Management System
8. Communiqué System (Internal Messaging)
9. Organization Structure Management
10. Dashboard
11. Notice Board and Bulletin Board Service
12. MIS Reports
13. Audit Trail Management
14. Advanced Search Engine

b) Common / General Applications

1. Assembly Questions
2. RTI
3. Online Telephone Directory
4. Application for vehicle management and fuel consumption
5. Tours and Travels
6. Leave Management
7. Appointments and Meetings

➤ Functional review also includes review of integration with 3rd party Application and other e-Gov. applications as mentioned below :

1. E-Despatch
2. SMS Gateway
3. Email Gateway
4. HRMS
5. Litigation Management System
6. RTI Portal
7. CM Grievance (eAbhijoga)
8. Single Sign on or e-Pramaan
9. SSL
10. Aadhaar- UIDAI State Resident Data Hub(SRDH)
11. Digital Signature and/or e-Sign (Aadhaar Based)
12. English-Odia Dictionary

- Review the project documentation like Administrator Manual, Training manual and any other related documents provided by System Integrator.  
(The functionalities of the modules to be developed under OSWAS Ver 2.0 is placed at Annexure-A of this RFP)

### **8.5 Data Migration Audit**

As per the scope of work of the System Integrator engaged for implementation of OSWAS ver 2.0, the existing data of OSWAS (ver 1.0) will be seamlessly migrated to new version of OSWAS i.e. 2.0. The TPA have to ensure completeness, accuracy, consistency, integrity, stability & smooth transition of data from the old OSWAS to new OSWAS (OSWAS ver 1.0 to 2.0)

- TPA is expected to liaison with the SI to gain knowledge in the migration strategy, plan the migration methodology and the tool used for the migration process and is required to review the activities pointing out the deficiencies in the early stages itself to plug in the deficiencies noted.
- The bidder should understand & review the data migration planning by SI for migrating data from Source System to Target System including but not limited to -
  1. Data Migration Strategy & Methodology
  2. Data Migration scope
  3. Migrated Data Testing Approach
- The bidder is expected to verify and review the error logs pertaining to the pre migration/migration/post migration period and must liaison with the SI and make available to OCAC for review on the root cause analysis and the actions taken.
- TPA has to submit Data Migration Compliance Report which should include, but not be limited to, the following information.
  1. Review of Data Migration Strategy/methodology followed by SI
  2. Review of Data Field Mapping performed by SI
  3. Review of Data Migration Tools/ Scripts configured/developed by SI
  4. Review of Data Validation Performed by SI
  5. Review of logs of data migration activity and confirming as to the identified errors have been rectified by SI
  6. Review of Post Data migration activities

## 8.6 Infrastructure Audit

- TPA shall conduct Infrastructure Audit twice in entire engagement period.
- TPA shall undertake audit for physical and IT infrastructure supplied by SI and deployed as per the system architecture proposed (which includes DC and BCP site).
- TPA shall audit the effective utilization of licenses.
- Review the EMS configuration made by System Integrator with respect to Service Levels
- The TPA shall review the AMC/ warranty details of IT and Non IT Infrastructure
- The Audit report shall provide details of the infrastructure components that are due for obsolescence and provide recommendations for upgrade (only in last quarter in 5<sup>th</sup> year)

(The bill of material to be provided by SI is at Annexure-A Clause 10.5)

## 8.7 SLA Monitoring Audit

The TPA shall perform SLA audit in every quarter of the year to review and monitor the performance with reference to the Service Level parameters prescribed in the agreement signed between OCAC and the SI. Subsequently, TPA shall carry out the following task,

- TPA shall tabulate, in a template, all possible measurable parameters as defined in the SLA which shall be checked with performance indicator against each parameter.
- TPA shall review the team mobilization and commencement of work during the implementation phase as well as the post implementation phase. Commencement of work would mean reporting and availability of the SI's resources at the OCAC office/location for the project. For post-implementation phase, commencement of work would mean, reporting of all proposed resources at the proposed locations.
- TPA shall review the SLA pertaining to the delivery, installation, integration, testing of all hardware components / equipment / devices / software applications etc. required for the system to the satisfaction of OCAC and conforming to the Service Levels defined.
- TPA shall measure the application downtime with reference to the SLA signed between OCAC and the SI.
- The TPA shall verify the usage and availability of Enterprise Management System to verify administration, configuration, inventory management, fault identification, etc.
- The TPA shall verify the availability of Audit Log at the active site.

- TPA shall verify the quality of services with respect to the agreed page response time, file uploading time etc.
- TPA audit shall also measure the SLA related to the facility management services, helpdesk services, application maintenance services.
- The TPA shall verify the accuracy and completeness of information captured by SLA monitoring tool implemented by the system integrator.
- The TPA shall review the SLA performance on a quarterly basis and compute penalty for SLA non-compliance on the quarterly payment to be paid to the SI in line with the agreed SLAs and payment terms & conditions.

### **8.8 Vulnerability Assessment & Penetration Testing (VA/PT)**

- The TPA shall perform a vulnerability assessment once in six months targeting specified assets by performing exercise from the perspective of an unauthenticated user. The test carried out should be non-intrusive and non-destructive.
- The TPA shall upraise OCAC with a detailed report with executive summary and should include: Identified vulnerabilities, evaluation of potential risk, and prioritization of risks with recommended solution.
- OCAC will not provide any additional device, software or tool to perform vulnerability assessment. TPA has to bring their own tools to perform such activity. However necessary servers will be provided by OCAC
- Compliance of security policy guidelines.
- Audit to be done in compliance to ISO 27001 Standard

### **8.9 Operation & Maintenance Audit**

- TPA shall conduct Operation & Maintenance Audit once in a quarter.
- The TPA shall review and analyse the service provided through OSWAS and its delivery mechanisms to different line departments & post analysis of the same shall submit a report with recommendations to the state. TPA would review -
  - Incident management
  - Problem management
  - Change management
  - Communication plan
  - Configuration Management

- Availability Management
  - Service Level Management
  - Patch Management
  - Security administration
- Validating the backup and restore in conjunction with the SI
  - Review the process of database administration and troubleshooting
  - Review the BCP drills carried out by SI during the Operations & Maintenance period.

### **8.10 Helpdesk Support Audit**

The TPA shall review the services provided under Helpdesk Support by the System Integrator as per the agreement signed between OCAC and SI.

- TPA audit would include review of the helpdesk setup by the SI and the agency would submit a Quarterly Report with recommendations to OCAC.
- The TPA would review the helpdesk software deployed by System Integrator against the requirement and specifications mentioned in the RFP for SI selection.
- TPA would review the ticket logging, viewing, updating and closing process via web interface.
- TPA would review the process of prioritizing and categorizing the incidents.
- TPA would verify the capability to raise a ticket / incident by helpdesk team on behalf of the user
- TPA would verify the workflow management process.
- TPA would verify the escalation matrix developed for any delay in resolution.
- TPA would review the helpdesk performance monitoring reports.
- The TPA would review the helpdesk process and reports and recommend for improvements as and when required.
- TPA would review the knowledge base for technical analysis.

### **8.11 User Feedback Survey**

- TPA would conduct User Feedback Survey once in a year.
- The TPA would review the mechanism of obtaining user feedback on quality of service & post analysis of the same, and would submit a report with recommendations to OCAC.
- TPA would review the user feedback to measure the quality of the services being provided by the SI.
- TPA would identify the factors hampering the performance by analysing the user feedback report and the same need to be highlighted in the report.

- TPA would identify the training requirement of end users

### **8.12 Functional Testing of Software Enhancement Service**

Duration of the project implementation is planned to be 5 years and 3 months. Looking into the length of the project implementation period, it is very usual to find changes in business logic frameworks. In such scenarios, there may be a need of modification of the software modules beyond FRS/SRS/Scope document mentioned in this RFP. It may also be required to develop new software modules beyond the coverage of FRS/SRS/Scope document. In above mentioned scenarios the OCAC may direct System Integrator to take up such assignments. The SI is supposed to prepare the detail effort estimation for development and implementation of such assignments and submit the proposal to OCAC for approval. The TPA shall review the deliverable of system integrator such as SRS etc. and carry out acceptance testing for the new services.

For such additional software enhancement services, OCAC may ask TPA to undertake the functional testing activity for the new service(s). Payments to such audit will be as per the man month rate provided in "SI. No. 10" of financial bid format and same would be mutually agreed upon post discussion between the bidder for Third Party Audit and OCAC. The "SI. No. 10" of financial bid is not a part of the present scope and payment for such audit/testing services will be considered when such a requirement arises in the project. The bidder have to quote for 50 man-month rate for this purpose initially, however, and payment will be made as per actual man month consumed. The cost for audit of additional software enhancement services will be included during evaluation of commercial bid.

### **8.13 Exit management Audit:**

TPA audit includes support in the event of exit of the SI.

- TPA team shall study the requirements of exit management as per the agreement between OCAC and SI.
- The TPA shall review the exit process for the system integrator while keeping the transition process and timelines in view.
- TPA shall advise OCAC on documentation, process and procedures (including any other parameters required) to ensure smooth transition of services.
- The TPA shall assess the impact of exit procedures suggested by SI and suggest changes to ensure smooth transition of services.



## 8.14 Deliverables for TPA and Periodicity

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

| Audit Area           | Deliverables  | Periodicity  |
|----------------------|---|--|
| Audit Framework      | <p>Audit framework, Audit plan, related procedures and templates incorporating following but not limited to:</p> <ul style="list-style-type: none"> <li>• Audit Assessment parameters based on ISO 20000, ISO 27000, ITIL Standards, State policies and guidelines.</li> <li>• Tabulation of measurable parameters for SLA Audit</li> <li>• Ensure mapping of the SLA conditions and limits onto EMS.</li> <li>• Review of processes of interaction between SI, OCAC and User departments. Template for reports to be submitted by the SI to TPA on a regular basis.</li> </ul> <p>Also make sure that EMS reports are not modified</p> | One time activity (subject to annual review, it would be reviewed internally and need to be updated for new checkpoints etc. |
| Data Migration Audit | Data Migration Compliance Report  | One time activity  |
| Functional Testing   | Application Functional assessment report with executive summary and detail observations   | One Time activity  |
| Infrastructure Audit | Infrastructure Inspection report including executive summary, checklist and compliances.  | Two times  |

| Audit Area                         | Deliverables   | Periodicity   |
|------------------------------------|--|---|
| Vulnerability Assessment           | Vulnerability Assessment report with executive summary and should include: Identified vulnerabilities, evaluation of potential risk, and prioritization of risks with recommended solution. The audit should be based on latest OSWAS. | Half yearly   |
| Operation & Maintenance Audit      | Application Support and Operation & Maintenance report with executive summary, detailed observations and recommendations   | Quarterly   |
| SLA Monitoring Audit               | Quarterly SLA Audit report with all the SLA parameters , its conformance /deviations to SLA and recommend penalties for the system integrator for its quarterly payment.   | Quarterly   |
| Helpdesk Support Audit             | Helpdesk assessment report with executive summary, detailed observations on compliance, deviations and recommendations   | Quarterly   |
| User Feedback Survey               | Review the mechanism of obtaining user feedback on quality of service and analysis of the same   | Yearly  |
| Software Enhancement Service Audit | Application Functional assessment report with executive summary and detail observations  | On need basis as highlighted by OCAC                |
| Exit management Audit              | Exit management review report with observations and recommendations.   | One time (after completion of 3 <sup>rd</sup> year) |

**Note: The OCAC shall have right to request any customized report to TPA as per requirement in any frequency.**

### 8.15 Reporting Obligations

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

### 8.16 Service Level Agreement and Penalty for Default in Delivery

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

| Audit Area           | Periodicity  | Timeline of report submission  | Penalty for non-performance   |
|----------------------|--|--|---|
| Audit Framework      | One time activity (subject to annual review, it would be reviewed internally and need to be updated for new checkpoints etc. | Within 4 Weeks from issue of work order.   | 1% penalty for every week of delay up to 4 weeks after that 2% penalty per week.    |
| Data Migration Audit | One time activity  | Within one week after data migration done by SI  | 1.5% penalty for every week of delay up to 2 weeks after that 2% penalty per week.  |
| Functional Testing   | One Time activity  | Within 12 weeks from the UAT of application/as asked by OCAC.<br><br>For audit of software enhancement done by SI- as and when required based on Change request. | 1.5 % penalty for every week of delay up to 4 weeks after that 2% penalty per week. |
| Infrastructure Audit | Two times  | Within 8 weeks from the submission and   | 1% penalty for every week of delay up to 4  |

| Audit Area                         | Periodicity   | Timeline of report submission   | Penalty for non-performance  |
|------------------------------------|---|---|--|
|                                    |   | acceptance of audit framework.<br><br>Next audit- within 8 weeks from the completion of 4 <sup>th</sup> year from the date of engagement. | weeks after that 2% penalty per week.  |
| Vulnerability Assessment           | Half yearly   | Within 4 weeks of completion of each half-year  | 1% penalty for every week of delay up to 4 weeks after that 2% penalty per week. |
| Operation & Maintenance Audit      | Quarterly   | Within 1 weeks of completion of respective quarter  | 1% penalty for every week of delay up to 4 weeks after that 2% penalty per week. |
| SLA Monitoring Audit               | Quarterly   | Within 1 week of completion of quarter  | 1% penalty for every week of delay up to 4 weeks after that 2% penalty per week. |
| Helpdesk Support Audit             | Quarterly   | Within 1 week of completion of quarter  | 1% penalty for every week of delay up to 4 weeks after that 2% penalty per week. |
| User Feedback Survey               | Yearly  | Within 8 weeks of completion of year  | 1% penalty for every week of delay up to 4 weeks after that 2% penalty per week. |
| Software Enhancement Service Audit | On need basis as highlighted by OCAC                | As per requirement  |  |
| Exit management Audit              | One time (after completion of 3 <sup>rd</sup> year) | Within 4 weeks of completion of the 3 <sup>rd</sup> year  | 1% penalty for every week of delay up to 4 weeks after that 2% penalty per week. |

**8.16.1** In case of non-satisfactory performance or poor quality of report, an additional penalty of up to 5% of the invoice value for the respective QGR/ phases.

**8.16.2** In case there is delay of 200% with respect to the given timeline, the authority reserves right to take action against the bidder as deemed proper.

**8.16.3** The above penalty will be imposed on the respective payment mile stones and maximum penalty capping is 15% of the amount due for respective payment milestone.

### **8.17 Documents Prepared by the TPA to be Property of OCAC**

**8.17.1** All reports and other documents (collectively referred to as "Audit Documents") prepared by the TPA in performing the Services shall become and remain the property of OCAC, and all intellectual property rights in such Audit Documents shall be vested with OCAC.

**8.17.2** The TPA shall, not later than termination or expiration of this assignment, deliver all Audit Documents to OCAC, together with a detailed inventory thereof. The TPA may retain a copy of such Audit Documents. The TPA shall not use these Audit Documents for purposes unrelated to this Agreement without the prior written approval of OCAC.

**8.17.3** The TPA shall hold OCAC harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as "Claims") which may arise from or due to any unauthorized use of such Audit Documents, or due to any breach or failure on part of the TPA to perform any of its duties or obligations in relation to securing the afore mentioned rights of the OCAC.

### **8.18 Accuracy of Documents**

The TPA shall be responsible for accuracy of the documents drafted and/ or vetted and data collected by it directly or procured from other agencies/authorities, estimates and all other details prepared by it as part of these services. It shall indemnify OCAC against any inaccuracy in its work which might surface during execution of Audit, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the TPA or arises out of its failure to conform to good industry practice. The TPA shall also be responsible for promptly correcting, at its own cost and risk, the documents including any re-survey / investigations.

### **8.19 Payment Terms**

- 100% of the Cost of Functional audit and Data migration audit will be paid after completion of the Data migration Audit and Functional audit;

- 100% of the cost of Audit for Software Enhancement Service will be paid after completion of audit of respective software enhancement made TIME TO TIME.
- Cost of other TPA services as per scope of work will be paid equally in 20 QGRs after submission of deliverables.
- Payment shall be made within 30 working days of the receipt of invoice along with supporting documents subject to penalties, if any.
- All tax, cess, duty or any other levy (excluding any income tax) (by whatsoever name called) will be paid extra as per the rate prevalent at the time of billing.

### **8.20 Contents of technical bid**

The bidder should give details of the audit methodology to be followed, tools , resource deployment plan with team structure etc. in technical bid document. A soft copy of technical bid (in CD-R) should be enclosed in technical bid envelope.

## 9. Formats for Submission of Proposal

### 9.1 Pre-qualification bid Checklist

| SL# | Basic Requirement    | Specific Qualification Criteria   | Document/ Information to be submitted with proposal   | Page No. in Bid Response document |
|-----|----------------------|---|---|-----------------------------------|
| 1.  | Legal Entity         | <ul style="list-style-type: none"> <li>The Organization must be registered under the Companies Act 1956 or a partnership firm registered under LLP Act, 2008</li> <li>must have been in operation for a period of at least 5 (Five) years as of March 31, 2017</li> </ul> | Certificate of Incorporation  |                                   |
| 2.  | Legal Entity         | <p>The bidder should have registered under</p> <ul style="list-style-type: none"> <li>PAN/TAN</li> <li>GST</li> </ul>   | Attach copy of relevant certificate   |                                   |
| 3.  | Turnover             | The bidder's average turnover (from consultancy /IT consultancy/IT Audit services) should be more than ₹20 crore in last 3 years - ending at March 31, 2017   | <ul style="list-style-type: none"> <li>- Copy of the audited Balance sheet and Profit &amp; Loss account;</li> <li>- Statutory Auditor's Certificate</li> </ul> | -                                 |
| 4.  | Net Worth            | The bidder should have been profitable for all these three financial years and must have positive net worth.  | Statutory Auditor's Certificate   |                                   |
| 5.  | Certification        | The bidder must have ISO 27001 and ISO 9001:2013 Certification  | Copy of a Valid Certificate   |                                   |
| 6.  | Technical Capability | The bidder must have provided (or continuing to provide) IT Audit   | Completion Certificates from the client   |                                   |

| SL# | Basic Requirement                        | Specific Qualification Criteria   | Document/ Information to be submitted with proposal   | Page No. in Bid Response document |
|-----|--|---|---|-----------------------------------|
|     |  | <p>Services/TPA Service to any e-Governance Project of Government/PSU/Govt. autonomous body in India during last 5 years with</p> <ul style="list-style-type: none"> <li>- at least One project with minimum order value of INR 1.6 Core or,</li> <li>- Two Projects with minimum order value of INR 1.2 Crore or,</li> <li>- Three Projects with minimum order value of INR 80 Lakhs (i.e. INR 0.8 Crore)</li> </ul> | <p>OR</p> <p>Work Order + Self Certificate of Completion (Certified by the Statutory Auditor);</p> <p>OR</p> <p>Work Order + Phase Completion Certificate from the client</p> <p>OR</p> <p>Copy of contract with the project value.</p> |                                   |
| 7.  | Empanelment with Cert-in, Govt. of India | The bidder must be empanelled in CERT-In (Government of India) as Information Security Auditing Organisation  | Empanelment Letter  |                                   |
| 8.  | Black Listing                            | The bidder should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government or PSU in India.  | Annexure - Self Declaration (at Clause 9.2)   |                                   |
| 9.  | EMD                                      | The bidder must submit EMD amounting to ₹4,00,000/- in shape of DD or Bank Guarantee from a schedule bank   | Demand Draft and/or Bank Guarantee  |                                   |
| 10. | Document Fee                             | The bidder must submit Tender document fee amounting to ₹5,000 in shape of DD   | Demand Draft  |                                   |



| <b>SL#</b> | <b>Basic Requirement</b>          | <b>Specific Qualification Criteria</b> | <b>Document/ Information to be submitted with proposal</b> | <b>Page No. in Bid Response document</b> |
|------------|-----------------------------------|--|--|--|
| 11.        | Self Declaration                  | Clause 9.2                             |  |  |
| 12.        | Bidders Authorisation Certificate | Clause 9.4                             |  |  |
| 13.        | Format for fairness of document   | Clause 9.5                             |  |  |
| 14.        | Acceptance of Terms and condition | Clause 9.6                             |  |  |

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

To

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

Sir

In response to the RFP Ref.No. OCAC-SEGP-RES-0003-2017-RFP-17041 for RFP titled "Selection of Third Party Auditor for "Odisha Secretariat Workflow Automation System (OSWAS) Ver. 2.0", as an owner/ partner/ Director of (organisation name)\_\_\_\_\_ I/ We hereby declare that presently our Company/ firm is not under declaration of ineligible for corrupt & fraudulent practices, blacklisted either indefinitely or for a particular period of time, or had work withdrawn, by any State/ Central government/ PSU.

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

Thanking you,  
Name of the Bidder: .....  
Authorised Signatory: .....

Signature:  
Seal:

Date:  
Place:

**9.3 Particulars of the Bidders**

10.

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

#### 9.4 Bidder's Authorisation Certificate

(Company letter head)

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 : Bid Ref No : OCAC-SEGP-RES-0003-2017-RFP-17041 on Selection of Third Party Auditor for "Odisha Secretariat Workflow Automation System (OSWAS) Ver. 2.0"

Sir,

<Name>, <Designation> is hereby authorized to attend meetings & submit pre-qualification, technical & commercial information as may be required by you in the course of processing the above said Bid. S/He is also authorized to attend meetings & submit technical & commercial information as may be required by you in the course of processing above said application. His contact mobile no is \_\_\_\_\_ and e-Mail id is \_\_\_\_\_. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Name of the Bidder: -  
Verified Signature:  
Authorised Signatory: -

Seal of the Organization: -

Date:  
Place:

**9.5 Format for fairness of documents**

(in Company letterhead)

To

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

Sir

In response to the RFP Ref. No. OCAC-SEGP-RES-0003-2017-RFP-17041 for RFP titled "Selection of Third Party Auditor for "Odisha Secretariat Workflow Automation System (OSWAS) Ver. 2.0". As an owner/ partner/ Director of....., I/ We hereby declare that any documents or information submitted under this bid is without any doubt, true and fair, to the best of my/our knowledge.

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

Thanking you,  
Name of the Bidder: -

Authorised Signatory: -  
Seal of the Organization: -

Date:  
Place:

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

(in Company letterhead)

To

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

Sir,

I have carefully and thoroughly gone through the Terms & Conditions contained in the RFP Document [No. OCAC-EGOV-4/2016/ENQ/16019 ] regarding "Selection of Third Party Auditor for "Odisha Secretariat Workflow Automation System (OSWAS) Ver. 2.0".

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

Thanking you,

Name of the Bidder: .....

Authorised Signatory: .....

Signature:

Seal:

Date:

Place:

**9.7 Technical Bid Cover Letter**

To

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

**Subject:** Proposal for the RFP on Selection of Third Party Auditor for "Odisha Secretariat Workflow Automation System (OSWAS) Ver. 2.0"

Bid Reference No - OCAC-SEGP-RES-0003-2017-RFP-17041

Dear Sir/Madam,

We, the undersigned, offer to provide TPA service to OCAC, for Odisha Secretariat Workflow Automation System (OSWAS)" Ver 2.0

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

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

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

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

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

Yours sincerely,

Authorized Signature [*In full and initials*]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

## 9.8 Project Citation Format

(Company Letterhead)

| <b>Relevant IT project experience</b>  |  |
|--|--|
| <b>General Information</b>   |  |
| Name of the project  |  |
| Client for which the project was executed  |  |
| Name and contact details of the client   |  |
| Date of award and date of completion   |  |
| <b>Project Details</b>   |  |
| Description of the project   |  |
| Scope of services  |  |
| Service levels being offered/ Quality of service (QOS)                               |  |
| Technologies used  |  |
| Outcomes of the project  |  |
| <b>Other Details</b>   |  |
| Total cost of the project  |  |
| Total cost of the services provided by the respondent                                |  |
| Duration of the project (no. of months, start date, completion date, current status) |  |
| <b>Other Relevant Information</b>  |  |
| Letter from the client to indicate the successful completion of the projects         |  |
| Copy of Work Order   |  |



## 9.9 Proposed Methodology

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

- (i) Understanding of the project
- (ii) Potential initiatives given the priorities
- (iii) Technical Approach and Methodology

### Technical Approach and Methodology.

You should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output.

You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization:

Date:

Place:

**9.10 Team Composition**

| <b>Name of Staff with qualification and experience</b> | <b>Area of Expertise</b> | <b>Position Assigned</b> | <b>Task Assigned</b> | <b>Time committed for the engagement</b> |
|--|--------------------------|--------------------------|----------------------|--|
|  |                          |                          |                      |  |
|  |                          |                          |                      |  |
|  |                          |                          |                      |  |
|  |                          |                          |                      |  |

### 9.11 Curriculum Vitae (CV) of Key Personnel

| General Information   |  |
|---|--|
| Name of the person  |  |
| Current Designation / Job Title   |  |
| Current job responsibilities  |  |
| Proposed Role in the Project  |  |
| Proposed Responsibilities in the Project  |  |
| Academic Qualifications: <ul style="list-style-type: none"> <li>(i) Degree</li> <li>(ii) Academic institution graduated from</li> <li>(iii) Year of graduation</li> <li>(iv) Specialization (if any)</li> <li>(v) Key achievements and other relevant information (if any)</li> </ul>   |  |
| Professional Certifications (if any)  |  |
| Total number of years of experience   |  |
| Number of years with the current company  |  |
| Summary of the Professional / Domain Experience   |  |
| Number of complete life cycle implementations carried out   |  |
| The names of customers (Please provide the relevant names)  |  |
| Past assignment details (For each assignment provide details regarding name of organizations worked for, designation, responsibilities, tenure)<br><br>Prior Professional Experience covering: <ul style="list-style-type: none"> <li>• Organizations worked for in the past               <ul style="list-style-type: none"> <li>○ Organization name</li> <li>○ Duration and dates of entry and exit</li> <li>○ Designation Location(s)</li> <li>○ Key responsibilities</li> </ul> </li> <li>• Prior project experience               <ul style="list-style-type: none"> <li>○ Project name</li> <li>○ Client</li> <li>○ Key project features in brief</li> <li>○ Location of the project</li> </ul> </li> </ul> |  |

|  |  |
|--|--|
| <ul style="list-style-type: none"><li>○ Designation</li><li>○ Role</li><li>○ Responsibilities and activities</li><li>○ Duration of the project</li></ul> <p>Please provide only relevant Projects.</p> |  |
| Proficient in languages (Against each language listed indicate if speak/read/write)  |  |

**9.12 Deployment of Personnel**

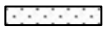
| No | Name of Staff | Staff input in Months (in the form of a bar chart) <sup>2</sup> |   |   |   |   |   |   |   |   |       |    |    |   |       | Total staff man-months proposed |
|----|---------------|---|---|---|---|---|---|---|---|---|-------|----|----|---|-------|---------------------------------|
|    |               | 1   | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10    | 11 | 12 | n | Total |                                 |
| 1  |               |   |   |   |   |   |   |   |   |   |       |    |    |   |       |                                 |
| 2  |               |   |   |   |   |   |   |   |   |   |       |    |    |   |       |                                 |
| 3  |               |   |   |   |   |   |   |   |   |   |       |    |    |   |       |                                 |
| N  |               |   |   |   |   |   |   |   |   |   |       |    |    |   |       |                                 |
|    |               |   |   |   |   |   |   |   |   |   | Total |    |    |   |       |                                 |

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

2 Months are counted from the start of the assignment.



Full time input



Part time input

**9.13 Undertaking on Pricing of Items of Technical Response**

(Company Letterhead)

To

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

Sub: Undertaking on Clarifications

Sir,

I/We do hereby undertake that Commercial Proposal submitted by us (against bid Ref No : OCAC-SEGP-RES-0003-2017-RFP-17041 ) is inclusive of all the items in the technical proposal and is inclusive of all the clarifications provided/may be provided by us on the technical proposal during the evaluation of the technical offer. We understand and agree that our Commercial Proposal is firm and final and that any clarifications sought by you and provided by us would not have any impact on the Commercial Proposal submitted by us.

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date:

Place:

#### 9.14 Format for Bank Guarantee for Earnest Money Deposit

RFP REF : OCAC-SEGP-RES-0003-2017-RFP-17041

To

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

Whereas <<Name of the bidder>> (hereinafter called 'the Bidder') has submitted the bid for Submission of RFP # <<RFP Number>> dated <<Date>> for selection of Third Party Auditor for "Odisha Secretariat Workflow Automation System (OSWAS) Ver. 2.0" (hereinafter called "the Bid") to OCAC

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

The conditions of this obligation are:

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

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the

occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

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

NOTWITHSTANDING 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:



**9.15 Financial Bid Letter <Location, Date>**

To

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

**Subject:** Submission of the financial bid for selection of Third Party Auditor for "Odisha Secretariat Workflow Automation System (OSWAS) Ver. 2.0 (bid reference no OCAC-SEGP-RES-0003-2017-RFP-17041 )

Dear Sir/Madam,

We, the undersigned, offer to provide Third Party Auditor service for "Odisha Secretariat Workflow Automation System (OSWAS) Ver. 2.0 RFP No. OCAC-SEGP-RES-0003-2017-RFP-17041 and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of <<Amount in words and figures>> inclusive of taxes and duties.

**1. PRICE AND VALIDITY**

All the prices mentioned in our Tender are in accordance with the terms as specified in the RFP documents. All the prices and other terms and conditions of this Bid are valid for a period of 5 years and six months from the date of opening of the Bid.

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

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

**2. UNIT RATES**

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

**3. TENDER PRICING**

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

**4. QUALIFYING DATA**

We confirm having submitted the information as required by you in your RFP. In case you require any other further information/ documentary proof in this regard

before/during evaluation of our Tender, we agree to furnish the same in time to your satisfaction.

#### **5. BID PRICE**

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

#### **6. PERFORMANCE BANK GUARANTEE**

We hereby declare that in case the contract is awarded to us, we shall submit the Performance Bank Guarantee as specified in the clause 6.6 of this RFP document.

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

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

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

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

Thanking you,

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

**9.16 Commercial Bid**

(In company letterhead)

Put seal and signature in each page of the commercial bid.

**9.16.1 Cost of IT Auditing Services**

| SL# | Audit Area/Description             | Periodicity                          | Total Count   | Unit Cost | Total Cost  |
|-----|------------------------------------|--------------------------------------|---------------|-----------|-------------|
| (A) | (B)                                | (C)                                  | (D)           | (E)       | (F) = D x E |
| 1.  | Audit Framework                    | One time activity                    | 1 time        |           |             |
| 2.  | Data Migration Audit               | One time activity                    | 1 time        |           |             |
| 3.  | Functional Testing                 | One Time activity                    | 1 time        |           |             |
| 4.  | Infrastructure Audit               | Two times                            | 2 times       |           |             |
| 5.  | Vulnerability Assessment           | Half yearly                          | 10 times      |           |             |
| 6.  | Operation & Maintenance Audit      | Quarterly                            | 20 times      |           |             |
| 7.  | SLA Monitoring Audit               | Quarterly                            | 20 times      |           |             |
| 8.  | Helpdesk Support Audit             | Quarterly                            | 20 times      |           |             |
| 9.  | User Feedback Survey               | Yearly                               | 5 times       |           |             |
| 10. | Software Enhancement Service Audit | On need basis as highlighted by OCAC | 50 Man months |           |             |

| SL# | Audit Area/Description                         | Periodicity   | Total Count | Unit Cost | Total Cost  |
|-----|--|---|-------------|-----------|-------------|
| (A) | (B)  | (C)   | (D)         | (E)       | (F) = D x E |
| 11. | Exit management Audit                          | One time (after completion of 2 <sup>nd</sup> year) | 1 time      |           |             |
| 12. | Any other cost (Bidder may specify)            |   |             |           |             |
|     | <b>Sub Total</b>                               |   |             |           |             |
|     | <b>GST (Specify SGST/IGST/CGST separately)</b> |   |             |           |             |
|     | <b>Grand Total</b>                             |   |             |           |             |
|     | Grand Total in Words :<br>_____                |   |             |           |             |

**Note : The bidder having Lowest quote in Grand total will be awarded the work.**

#### 9.16.2 Cost of IT Auditing Services for 6<sup>th</sup> and 7<sup>th</sup> year

| SL# | Audit Area/Description        | Periodicity | Unit Cost |
|-----|-------------------------------|-------------|-----------|
| (A) | (B)                           | (C)         | (E)       |
| 1.  | Vulnerability Assessment      | Half yearly |           |
| 2.  | Operation & Maintenance Audit | Quarterly   |           |
| 3.  | SLA Monitoring Audit          | Quarterly   |           |
| 4.  | Helpdesk Support Audit        | Quarterly   |           |

Signature :

Date :

Seal :

## 9.17 Performance Security

To

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

Whereas, <<name bidder>> having its Corporate office at <<address>> (hereinafter called “the bidder”) has undertaken, in pursuance of LOI vide letter No. <<LoI no.>>” dated <<date>> and the agreement to provide IT Auditing services (i.e. TPA) for Odisha Secretariat Workflow Automation System (OSWAS) ver 2.0 for a period of 5 Years and 3 months to Odisha Computer Application Centre, Bhubaneswar (hereinafter called “the beneficiary”)

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

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

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

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

We further agree that no change or addition to or other modification of the terms of the agreement to be performed there under or of any of the agreement documents which may be made between you and the Bidder shall in any way release us from any liability under this guarantee and we

hereby waive notice of any such change, addition or modification. This Guarantee shall be valid until <<insert date>>

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

Notwithstanding anything contained herein:

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

(Authorized Signatory of the Bank)

Seal:

Date:

Address :

## 10. Annexure- A – Overview of OSWAS 2.0

### 10.1 Functional Requirement

The OSWAS seeks to achieve a set of objectives like increasing efficiency & effectiveness of the processes, employee productivity, efficient management of data, information & knowledge within the Odisha Secretariat, better communication & co-ordination and advancement towards knowledge-led governance. OSWAS shall be based on following two categories of applications:

#### a) Core / Base Applications

1. Portal
2. Dak / Correspondence Management
3. File Management
4. File Processing
5. Files Room / Record Room
6. Document Management System and Knowledge Bank  
(Knowledge Based system for Government Rules/Regulations/Circulars/ Acts and advanced search facility)
7. Workflow Management System
8. Communiqué System (Internal Messaging)
9. Organization Structure Management
10. Dashboard
11. Notice Board and Bulletin Board Service
12. MIS Reports
13. Audit Trail Management
14. Advanced Search Engine

#### b) Common / General Applications

1. Assembly Questions
2. RTI
3. Online Telephone Directory
4. Application for vehicle management and fuel consumption
5. Tours and Travels
6. Leave Management
7. Appointments and Meetings

## **10.2 Requirements for Core / Base Applications**

The Core Functions address the core aspects of the system. Core functionality shall be the backbone of Odisha Secretariat Workflow Automation System on which the common functionalities are built. It covers functionalities such as Correspondence / File Creation, File Approval / Rejection, Draft Creation, Notings etc. as already present in the existing OSWAS Application which needs to be provided under core applications functionality. The application must have support of Unicode based Odia language to enable noting and correspondence in Odia language.

### **10.2.1 Secure Portal**

- The proposed OSWAS solution should have comprehensive self-service portal which should be accessed from Intranet at present. However, in future Govt. of Odisha may opt for Internet based application.
- It should be accessible from standard web browsers either through Laptop or Mobile devices.
- The portal should be accessed through HTTPS and all the request and response should be encrypted.
- It should have the capability to incorporate Single Sign On facility to interface with other systems to be integrated with OSWAS as mentioned above.

### **10.2.2 Dak / Correspondence Management System:**

The Dak / Correspondence Management system should carry out processing of the Dak / Correspondence received by a department / sections either in the form of post or email. The Dak / Correspondence Management system shall provide following features

- The solution should be integrated with the scanner and all the Physical Daks received by department should be scanned and uploaded with the Meta Data into the system. It will be an integrated solution with scanner of Department for scanning of the incoming Physical Daks within the Department.
- Scanned Dak should either be stored in PDF / PNG / JPG / TIFF / BMP format along with OCR capability to search within the documents.
- System should allow to change the view / rotate the scanned dak as per the requirement.
- Scanned Dak should provide the Thumbnail view of all the scanned pages.



- Diarisation of Physical Daks or correspondence by the Diarist working in Diary Section. Generation of the Unique Dak Number along with the Barcode after diarisation and Printing of acknowledgement as well as Dak Register.
- Assigning of a correspondence to the officer concerned for processing it in a file. Submission/Forwarding correspondence to Senior Officer in the hierarchy.
- Returning correspondence to subordinates in the hierarchy.
- Returning correspondence to the concerned Officer from whom it was originally received.
- Sending the correspondence to the Officer within the subject hierarchy to deal with the matter.
- Sending the correspondence to a user or many users outside the hierarchy for perusal.
- Creating groups of users and sending correspondence to them for appraisal.
- Creation of File from a Dak or Correspondence.
- Recording of marginal observations/instructions in the correspondence at all levels.
- Inbox feature to view all the correspondences received by a user with the last received correspondence appearing at top.
- Provision for sorting of correspondence as per subject, section, correspondence number, date of receipt.
- Searching of correspondence based on subject, description, correspondence number, date of receipt. Advanced search facilities to be made available for searching of correspondence.
- Provision for creation of personal folders for subject-wise management of correspondence.
- Creation of preferred lists of users to whom correspondence are sent/marked on a regular phenomenon.
- Intimations received automatically in a separate folder by concerned users in the event of receipt of correspondence from other users.
- Ability to await/outward/dispose a correspondence and capture final decision remarks
- Ability to display graphical pendency.
- The solution should provide the automatic reminders or alerts based on the categorization or due dates and alerts should be received either through SMS or Email.

- Facility to rotate the Inbox either in the List view or Folder view.
- Color coding on all the list of correspondences to be provided to mark it as either read / unread etc.
- Addition of one or more correspondence to the existing File
- Barcode enabled Dak acknowledgement: All the acknowledgement generated after creation of Dak will be embedded with Barcode for future searching.
- e-Dak Register : e-Dak Register should be same as the Physical Dak register of the department with the feature of Export to PDF, Export to Excel and one click print of the register.

### 10.2.3 File Management

The File Management system caters to the File processing requirements for the Government Organization as per office procedure manual and should encompass all the standard features and actions to process the File. The File Management System should have following features

- Creation of regular / Common files based on the process along with minimum metadata for searching
- Creation of Unique File number Department Wise and Section Wise along with the Barcode
- Forwarding of file(s) to designated authority in the predefined hierarchy.
- Send / Return of file(s) to designated authority within the hierarchy.
- Returning file(s) to the Officer who originally submitted the file.
- Changing the status of file(s) to keep on hold using 'await' functionality.
- Marking file(s) – sending file(s) to more than one users outside the defined hierarchy.
- Sending file(s) to the Office of Minister/Office of Chief Secretary/Office of Development Commissioner/Department through UOI.
- Facility to Delegate the authority to either PA / PS / any other officer.
- Creation and processing of shadow files using UoR functionality.
- Creation of part files by the user in absence of main file and subsequent amalgamation of such part file in the respective main files.

- Personalized Folder facility to view the files based on the defined i.e either Subject wise or due date wise.
- Setting reminders on a file for enabling immediate action/processing of the file by the custodian of the file either through SMS or Email.
- Sending internal message on a file to render any specific information/message to the custodian of the file.
- Viewing of graphical and tabular pendency of file movement and ownership details.
- Facility to view all the files sent by a user.
- Provision to view all seen files (approved/disapproved)
- Resubmission of approved/disapproved file for further processing and change of the status of file
- Sorting of files basing on subject, description, file number etc.
- Searching of files based on file number, subject, receipt date etc.
- Facility to search a keyword from all the components of the File and marking / highlighting the keyword separately.
- Creation of preferred lists of users to whom files are submitted on a regular basis or on frequent basis to quickly process the File
- System should provide Alerts and notification either in the form of System Alerts / SMS Alerts or Email Alerts based on the predefined set of rules.
- System should provide the Horizontal or Vertical view of the File. User should be allowed to set the preference of File view at their own. System shall also provide the Book view of the file and should be downloadable into the system.
- System shall provide facility to export the file into PDF format and which can be downloaded into the local machine and can be sent through email. It shall also allow printing of the entire e-File.
- System shall facilitate tracking of the manual or existing file of Government Departments either through Graphical pendency or Tabular pendency. Each stage of the pendency should have the audit trail and should provide the status and details of the file at a particular stage.

#### Mobile Application

- Mobile Apps should be developed with limited functionalities for the tracking of the file / Forwarding of the File and Approval of File and integrated with the OSWAS for real time tracking and should be built upon the Android and iOS based platform.

- The cost of mobile app should be quoted separately in the price bid.
- OCAC should have right to exclude the mobile application during finalization of contract, if decided.

#### **10.2.4 File processing**

System shall have the following File processing features –

- Provision to add the notings to a file along with the necessary attachment
- Provision to add notings through Digital Writing Pad.
- Provision to sign the notings with Aadhaar based e-sign or Digital Signature
- View and Print of All / Selective Notings within a File
- Storing of the Notings in encrypted form in the centralized Database
- Provision to define a standard template for easy and fast processing of the file
- Provision to either link notings with correspondence / previous notings / Precedent cases etc
- Provision of English-Odia dictionary to be incorporated in noting side.
- Precedents Cases : System shall be able to link a particular file with the precedent cases of the identical subjects for the necessary processing
- Link File: System shall provide the facility to link one or more files to carry out the Batch processing of the Files for the senior officers.
- Shadow File: System shall also provide the facility to create the Shadow File and process it. Once the Shadow File is processed the approved notings will become the part of the main file.
- Part File: System shall provide the facility to create the part file for a main file and its merging with the main file.
- Call Back: System shall provide the facility to call back of file which has been sent in case the recipient user has not forwarded the file/ opened the file.
- Drafting of the Letter: While drafting of a letter, the System shall have feature to prepare drafts using draft models/templates available in the system. Provision of Utility to prepare the Draft Template by Administrative or defined user shall be provided in the system. Approval of Drafts or Letters by converting into PDFs and signing it using Barcode and Digital Signature shall be provided.

- Issue/Dispatch of communication/letter to other Department/Office or outside the Office through integration with e-Despatch solution or through email.
- Registering correspondence that needs to be sent out of the Department – outward registry.
- Integration with Reference Documents / Document Management System: System shall have feature to integrate with Reference documents or any documents from the Document Management system.
- Summary of the File: System shall provide the exhaustive view of entire File processing summary carried out since creation till the disposal with each and every actions recorded in the Audit Trail.
- File Actions: System shall have feature to take action on file either through actions like Approve / Reject / Disposal of a file with proper classification based on color code.
- Dynamic Template Generation for Drafts.

#### **10.2.5 Files Room / Record Room**

Files Room / Record Room is the repository of all the files that are being processed either by a user or all the user below hierarchy. The Files room / Record room should provide following features

- View of all the Files / Daks with Status In Progress / Disposed/ Await either lying with the user or below hierarchy
- Provision to pull File / Daks from Subordinate Officers by a Senior Officer in the hierarchy.
- Pulling of files immediately or at a later point of time from Subordinate Officers by a Senior Officer. In case of 'later point of time' intimation gets sent to the custodian of the file automatically requesting to submit the file.
- Easy searching of Files/ Daks from Disposed/Recorded/awaited correspondence using description, correspondence number, subject matter, receipt date.
- Sending reminders/messages on files lying with Subordinate Officers to expedite actions on them.
- Viewing of file register – specific details of a file can be viewed.
- Call Back of the Files which is already sent.

#### **10.4.1.1 Document Management System and Knowledge Bank**

- While processing of files, options to be made available to users to add Government Orders, Resolutions, Notifications, Circulars, Acts and Rules as reference documents.
- The documents can be viewed as and when necessary for reference in a file.
- Creation of respective folders and upload of documents into it.
- Personalization, Favorites, subscriptions.
- Provision to update or Versioning of document.
- Extensive Document searching on various parameters
- Provision to have Maintenance of audit trail of events. Stores information regarding different operations performed on documents such as insert, delete and update
- Provision to view history of document which would enable user to inspect any version of specific document
- Integration of Document Management System / Reference Documents with Workflow Management system
- Integration of Document Management system with File management system
- Auto scanning of the documents and uploading of documents with metadata into the reference documents
- Indexing of all the metadata and uploading of the documents
- Provision of Security and user management with users, groups and roles, Document Level Security, audit trail of activities
- Provision to upload the approved letters / Memos / drafts etc. to reference documents or document management system for future reference by Department users

#### **10.2.6 Workflow Management System**

OSWAS shall have robust workflow management system which caters to the requirement of Government of Odisha with the following features-

- OSWAS workflow shall be Post based or Role based
- System shall tag the workflow with the process or subjects within the departments
- System shall have facility to configure hierarchy based on level

- Workflow shall also be integrated with the Rule engine based on the defined parameters
- Super User or Admin user shall have rights to configure the workflow for a department for a process
- System shall support rule based or parallel routing
- Solution shall have the ability to support automated workflow designed to address needs of business users
- Solution shall have the ability to support multiple workflow paths that are automatically selected based on request/user attributes, including escalation paths
- The workflow shall hold transactions in pending status and not commit them until all approvals are obtained
- The workflow shall be able to send notifications when manual intervention or jumping of hierarchy is required in a process
- Provision to define the process hierarchies top down or bottom up to support distributed workflow process definition
- No limit shall be there on the hierarchy levels that can be defined
- Delegation of Tasks : provision to delegate certain notifications to another user for a certain period, without actually sharing the password
- Provision to sign approvals in workflow using digital certificate. Ability to verify the signed documents through an evidence store user interface after the signing process
- The workflow shall interface with email system supporting SMTP for sending out notifications
- Administrative User Interface : System shall provide Administrative user interface for defining of the Workflow based on the subject / Process / rules as per the requirement of GoO
- Workflow shall have departmental admin to manage the users, subjects etc. at the level of departmental users.

### **10.2.7 Communique System (Internal Messaging)**

Following features are required to be present in the Communiqué System in OSWAS

- Provision to send, receive and share messages along with attachments to any user of the system (irrespective of his/her department/division/office)
- Provision for triggering automated messages in the form of communiqué and intimations based on the business process identified by users viz., pending

files/dak notification, reminder for files/correspondences, approval of files/drafts etc.

- Facility to send it to one or more recipients
- Shall allow response to be tracked for all the internal messages
- Allow sending the internal messages along with the attachment.
- Creating and Uploading personalized Standard Templates for internal messages  
Description
- Provision to create Dak or Correspondence from the internal messages
- Provision to Print internal messages

### **10.2.8 Organization Structure Management**

The next generation OSWAS should provide a graphical tree view of Organization structure. It should also support updating or the organization structure directly from the Organization chart

### **10.2.9 Dashboard**

The system shall include Dashboard feature to provide the Graphical view of the performance of the department based on the defined key performance indicators.

- shall provide a graphical view of statistics of all correspondence and files lying with the user and down line hierarchy with facility to manage all communiqués from the dashboard.
- Viewing facility for all the correspondence and files lying with the user and other down line hierarchy subject-wise, section-wise, Department-wise and by aging.
- Ability of the system to provide the holistic view of the Secretariat, department, branch and their health in terms of files and correspondences.
- Monitoring of Open and Pending File, Correspondence and Communique lying with the User and its subordinates and classification on their status based on color codes
- Ability to search the documents from Dashboard only
- Ability to display the documents based on Subject, Aging, Department and Sections
- Ability to View and Track status of the communiqué as sent by the user
- Ability to pull the file from Dashboard and to work directly on the documents lying with the user



- Statistics for Correspondence from other Departments (other than users department)
- Ability to Directly Work on a File / Correspondence / Communique lying with the user from the Dashboard
- Ability to set/view Milestones (Purpose & Description) on of File
- Ability to View Register details of a File
- Provision to configure the Dashboard either through the number or type of Dashboard from Home Page
- System shall have drill down facility for all the dashboard charts for deep down analysis

#### **10.2.10 Notice Board**

Proposed system shall have message broadcasting feature in the form of notices having the following features.

- System shall be able to publish Notice either Department wise or for all the Government Departments or Offices
- It should follow approval process through Workflow Management for publishing
- View or GUI of Notice board shall resemble the physical Notice Board
- Expiry of Published Notice after certain time period

#### **10.2.11 Management Information System (MIS) – Reports**

- MIS reports to ensure effective monitoring of statistics available in the system and provides scope to analyze the applications used in the operational activities. Reports shall be generated without manual intervention.
- Generating various reports related to correspondence and file processing – dak and file statistics, dak and file pending age analysis, inward diary register and outward diary register.
- Selective printing of reports using appropriate options to choose the required information/data that needs to be present in the report.
- Provision to export generated reports to excel, PDF, Word, CSV etc.for various purposes
- Reports generated shall be in the printable format

- Provision to export all the Statistical reports generated into the pivot table to perform various operation as per the pivot table of excel for analysis
- Capability to drill down all the MIS Reports till the detailed level
- Facility to generate report on adhoc basis or on the fly
- Provision to configure and customize the report by the Department user on their own
- Provision of Query based reporting facility
- Facility to link and generate reports based on an event
- Adhoc Reporting: System shall have feature to generate Report on Adhoc basis with the capability wherein an end user can also configure the reports with ease. Query based reporting facility shall be provided.

#### **10.2.12 Audit Trail Management:**

To enhance the productivity and security of OSWAS, the system shall include an audit trail management system to capture all the process life cycles in detail. Key features include:

- Provision for automatically record an audit trail of events under the control of the system
- The system shall allow the extent of audit trail tracking and recording to be user-configurable, so that an administrator can select the events for which information is automatically recorded
- Record every action that takes place to an activity/event throughout its lifecycle
- All changes to data shall be recorded in a separate table/database and shall be stamped with the identity of the user/program and timestamp of the creation/change
- The system shall track and record information about events in the audit trail without manual intervention, once the audit trail facility has been activated
- The system shall ensure that the audit data are stored in un-editable formats
- Provision for audit trial report viewing/printing
- Provision for filter/search specific activities in an audit trial database
- The system shall ensure that audit trail data is available for inspection on request
- The system must keep audit trail of all the management operations in OSWAS application itself.

#### **10.2.13 Search Engine**

In order to aid the user of system, a common Search Engine needs to implement across the complete OSWAS application, with key features such as:

- Provision for dynamic and configurable search engine
- Provision for simple search, advance search operation. Both type of search shall support “Global” & “Customized search”. Global search concerns whatever services available to users in the complete domain whereas Customized search allows user to perform search as per requirements
- Provision to allow the user to perform keyword search, full text search, and pattern based search
- Provide content search features within an attachment
- Provision of noting search option (by officer name) and access to be given for certain level in the hierarchy.
- Provision for trending to allow the user to choose the keyword based on the latest search performed for easy and quick access
- Support different types of input interfaces to initiate search operation and also provide the standard output interface
- Support configurations like type of search, number of records to be shown, type of result, view etc. Support automatic creation and updation of indexes as per specified intervals through schedulers and metadata configurations
- Google type search - like ‘Flies pending with Mr. ABC Mohanty should show the list of files pending with Mr. ABC Mohanty.
- Allow to save a search for future execution

#### 10.2.14 General Features

Following are the list of General Features which shall be the part of proposed OSWAS solution-

- bi-lingual facility to support Odia & English languages using web based Unicode complaint fonts **(the license of web based Unicode font will be provided by bidder).**
- Personalized OSWAS as per requirement of user
- Provision to configure Dashboard on the homepage based on the user needs
- Features like Quick links, Holiday calendar etc. in the system
- System shall be web responsive and viewable from the Mobile compliant browsers.
- Provision to change the themes based on the user needs
- Allow deployment of Native Mobile Apps with all the necessary functionalities
- Facility to login using Biometric device i.e Finger print or Digital Signature
- Facility of OTP for features viz., Password Reset, 2 Factor Login etc.

- Allow administrative facility to the champion users of Departments wherever applicable
- user authentication using Active Directory, LDAP or Database Authentication Mechanism
- Support for responsive web design and multichannel rendering of applications and content on smart phones, tablets, desktops/ laptops without duplicating the application code or logic. i.e. shall provide out-of-the box responsive design support.

### **10.3 Requirements for Common / General Applications**

The enhanced next generation OSWAS system shall have integrated Common Suite of Applications for all users which will help all the employees of Departments of Government of Odisha in their official work. These will address the automation of typical common processes that are performed by all the Government employees irrespective of their departments.

#### **10.3.1 Assembly Questions**

Broad functionalities of Assembly Question Common application

- a. Capturing of Assembly question details from application of Odisha Legislative Assembly
- b. Compilation of replies to Assembly questions using normal file workflow
- c. MIS as per requirement
- d. Facility to create knowledgebase of Assembly questions and replies with search feature

#### **10.3.2 Right to Information (RTI)**

The application to be developed shall have

- Provisions to capture all required information in different items/fields.
- Use prescribed formats in consonance with the provisions of the act as well as the rules enabling easy disposal of RTI cases within the deadline.
- Ability to allow the users to submit the application/appeal along with the ability to upload the scanned documents.

In addition to this, all information/data related to RTI appeal cases, gist of appeal descriptions, orders passed/judgment awarded shall be clearly and distinctly captured. MIS shall display RTI report touching information/data related to physical and financial angles and another report delineating all appeal petition descriptions and other relevant information on RTI appeal cases.

### **10.3.3 Online Telephone Directory**

The system shall have the capability to capture the telephone details either Mobile Number, extension number etc. of all the employees of the Government of Odisha. It shall also capture the official address of all the employees and shall be integrated with the Appointment Scheduler.

The application shall have the feature for the users to search facility for selective viewing and downloading of list of Officers serving the purpose of a customized telephone directory.

### **10.3.4 Application for vehicle management and fuel consumption**

The proposed system shall provide the following features :

- Maintenance of Vehicle Register
- Processing and approval of Vehicle Requisition
- Capturing the Vehicle Maintenance Details
- Updating of Log Book for Fuel Maintenance
- Processing and Approval of Vehicle Maintenance File
- Provision for statistical or detailed analysis as per the requirement

### **10.3.5 Tour and Travel Request Approval**

The proposed system shall provide the following features :

- Capturing of the tour details and return tour details
- Integration with work flow for approval of tour request
- Generate Reports

### **10.3.6 Leave Management**

The proposed solution shall allow an employee to apply several types of leaves, track the requests, view leave balances and availed leaves. The system shall provide alert based on the various rules and regulations defined for different leave types. It shall provide executive MIS and dashboards to display Leave balance and also help the competent authorities to view the leave status of their sub-ordinates for effective management of resource availability.

Following basic features should be present.

- Leave Request – To apply for granting of leaves online
- Leave Approval – To approve and/or reject the leave request.

- Leave Cancellation – To cancel leave applied from the applicant level.
- Leave Modification – Modify their leave details from the applicant level before approval.
- Joining Report – Submit joining report post availing leave for records.
- Administrative Features viz., Definition of leave rules and types. Updation of employee leave details etc.

### **10.3.7 Appointments and Meeting**

The appointments and meetings application shall have the following features within the next generation of OSWAS solution

- Scheduling or Recording of Appointments for employees and their supervisor
- Alerts and notification of Appointments before scheduled appointment through SMS and Email
- Daily View, Weekly View and Monthly View of scheduled Appointments
- Appointments shall be confirmed , tentative and cancelled
- Capability to view the appointments of other employees
- Calendar View of all the Scheduled appointment along with the time slots
- Integration with the Minutes of Meeting application
- Facility to generate various statistical analytics based on the Category and Location
- Facility to generate Heat Map view of all the scheduled appointments
- Ability to view the schedule of the employee through Android mobile Apps
- Ability to integrate Minutes of the meeting with the Appointment Scheduler
- Scheduling of Meetings and booking of Time slot in the Appointment scheduler
- Provision for the setup of agenda and circulating the agenda to all the participants
- Recording of Minutes of Meetings and publishing of the same as per the Government of Odisha Format to all the participants
- Provision to record all the Action items of Meetings and its assignment to the employees and its further dissemination
- Graphical view of dissemination of action items and tracking till its closure
- Define actions based on discussions, minutes of meeting, etc.
- Track Action Items

- Manage and Monitor actions
- Common linkages to all the services which can lead to actions like Meetings, Projects, Risks etc.
- Depict Charts for action items assigned

## 10.4 Features of the Application

### 10.4.1 Identity and Access Management

Identity and access management is a critical aspect for successfully managing the users, applications and effectively manages overall solution. This component/module shall have the following functionalities

- Addition of new users
- creation and management of office user with the following details
  - Employee Name
  - Date of registration
  - User ID (unique Name)
  - Employee ID
  - Designation
  - Mobile Number
  - Aadhaar number
- Define privileges on specific functional modules (report access, add data, modify data, verification/approval privileges, print privileges etc.)
- Role based access & authorization
- Manages roles and privileges
- Facility to define access rights for master data
- Allow multi factor authentication i.e. User ID & Password and Digital Signature Tokens/Aadhaar based e-Sign, OTP etc.
- Facility to confirm user id though user's given email only
- Provision of warning if user with similar email id is already exist
- Facility to block or unblock any user access
- Facility to track multiple sessions at different mac id/computer
- Facility to create unique user name only

- Facility to search a valid user name
- allow admin user to create/modify user and roles and privileges

#### **10.4.2 User Interface**

System shall provide User interface with the following features :

- unified, easy, flexible and user friendly interface.
- homogenous keyboard use, screen layout and menu operations with Graphic User Interface (GUI) support
- UI suitable for non-technical business users and IT experts
- sufficient edit and validation checks in the system
- Capability to setup logic to trap conditions to pop messages in response to conditions like logical data entry errors, certain conditions etc.
- Safeguard data from operator errors, simultaneous updates, module unavailability or system failures
- confirmation / warning windows for deletes, changes etc.
- consistent screen layouts and access methods across all modules for same look and behaviour

#### **10.4.3 Security**

- Support for SSL & digital certificate/Aadhaar based e-Sign
- Single Sign On
- Authorization by the transaction type, User Name, User Role
- Facility of one user multiple roles and vice versa
- Automatic timeout for user (log out)
- Time restriction on transaction
- password encryption while passing on wire
- Ability to define rules for password composition and password encryption
- Configurable password policies including Password expiry, Password complexity, Password history, reuse policy and Forced password change on first log on
- Ability to configure the number of permissible log-in attempts.
- data updation/deletion/creation only through application layer



- Session limits must exist for the application. For each session type, there must be limits on the number of sessions per user or process ID and the maximum time length of an idle session
- Creation of proxy users. For example, an executive can designate an assistant as a proxy, allowing that assistant to create, edit or approve transactions on behalf of that executive.
- shall not require opening of any special protocols for connecting the user client to the web/application server. All communication should be on HTTP or HTTPS
- support role based access control, user based privileges
- password management mechanism for passwords having expiry and likewise for time bound password management rules
- management of resource allocated to per user session.
- standalone / integration with Operating system security

System shall follow Open Web Application Security Project (OWASP) guidelines and shall be based on ISO 270001 standards.

#### 10.4.4 Technical Requirements

- The system shall accommodate 6000 active users with 10% concurrent session. After achieving 6000 active users, only cost of implementation (like user configuration, master data configuration, work flow channel, etc) will be paid for every 100 extra users.
- The creation, numbering and closure of files shall be handled independently for each department. However, certain security aspects, access permissions etc. can be managed centrally.
- After establishment of Data Centre for OSWAS, entire management of user ids, security, permissions, etc shall be handled from the helpdesk.
- The system shall be scalable to accommodate new users and data volume.
- The system shall be web based with multi-tiered architecture.
- The system shall be Unicode based and bi-lingual (both English and Odia)
- The end user interface shall be browser independent and compatible to all the latest versions of popular browsers like Mozilla Firefox, Internet Explorer, Safari, Google Chrome, Microsoft Edge etc. and Operating Systems like Windows, Mac OS & Linux.
- The system shall have scalable architecture to support clustering and High Availability at each layer i.e., Web Server, Application Server and Database with fault tolerance & load balancing

- Interface with popular documentation software like MS Office and Open Office
- The system shall support SSL
- The system shall support the Digital Certificates and Aadhaar based e-Sign as per IT Act of India, 2000
- The system shall support biometric based access.
- A single sign-on to the application shall provide basic access to the fundamental functionalities, namely document management system, workflow management system, knowledge management system, file management system, collaboration tools like discussion forum, dashboard, etc
- The system shall support e-mail, SMS and fax integration
- The system should be mobile ready.
- The system shall support Alert Mechanisms (Reminders, Notifications), Escalation Mechanisms (Flexible routing of files, Calling back the files by the superior)

#### **10.4.5 Adherence to Standards**

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

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

| Sr.No. | Component  | Standards   |
|--------|--|---|
| 1.     | <b>Information Access/ Transfer protocols</b>          | SOAP, HTTP/HTTPS, REST  |
| 2.     | <b>Interoperability</b>                                | Web Services, Open Standards  |
| 3.     | <b>Portal Development</b>                              | W3C Specifications  |
| 4.     | <b>Photograph</b>                                      | JPEG / PNG / GIF (minimum resolution 640 X 480 Pixels)  |
| 5.     | <b>Scanned documents</b>                               | PDF / TIFF ( Resolution of 200 X 200 dpi ; b/w)   |
| 6.     | <b>Fingerprint Scanning</b>                            | GOI specification ( <a href="http://egovstandards.gov.in/">http://egovstandards.gov.in/</a> )/ STQC |
| 7.     | <b>Digital Signature</b>                               | RSA Standards (DSC based/Aadhaar based e-Sign)  |
| 8.     | <b>Document encryption</b>                             | PKCS specification  |
| 9.     | <b>Information Security</b>                            | ISO 27001 certified System  |
| 10.    | <b>Operational Integrity &amp; Security Management</b> | ISO 17799 certified System  |
| 11.    | <b>Operation</b>                                       | ISO 9001 Certified  |
| 12.    | <b>Application</b>                                     | Open Standard   |
| 13.    | <b>Service Management</b>                              | ISO 20000 specifications or latest  |

#### 10.4.6 Application Design and Development

- **Compliance with industry standards:** Solution shall be compliant with industry standards (their latest stable versions as on date) wherever applicable. This will apply to all the aspects of solution including but not limited to design, development, security, installation, and testing.
- **Platform Flexibility:** Open Standards and Interoperability (Usage of standard APIs) shall be considered Web-centric, multi-tier architecture shall be used.
- **Compliance to SOA and EAI:** Application shall be based on Service Oriented Architecture (SOA) and Enterprise Application Integration (EAI). All modules of the application shall expose key functionality through Software APIs in form of SOAP & WS-\* or JavaScript Object Notation (JSON) & Representational State Transfer (REST) etc. so that they can be consumed by other applications.
- **User Interface:** The application's UI should be based on HTML5 standard and should be compatible with all devices like Desktop, Smartphone and tablet etc. The application interface should be responsive.
- **Error Handling:** Ensure applications execute proper error handling so that errors will not provide detailed system information, deny service, impair security mechanisms, or crash the system.
- **Rich User experience:** The solution shall have capability where any services like Payment

Gateway, the mobile devices for queries/ reporting and providing day-to- day approvals by competent authorities as per authorized workflow for different kind of requests; and external entities like bank, departments and others can invoke this framework by passing the required parameters and specifying the desired output.

#### 10.4.7 Technology Standards

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

#### 10.4.8 Security Standards

- **Application Access:** Ensure applications processing data properly for authenticated users (through central authentication systems), specifically: SSO Login. Establish authorizations for applications by affiliation, membership, or employment, rather than by individual. If individual authorizations are used, these should expire and require renewal on a periodic (at least annually) basis.
- **Security:** application shall support both HTTP and HTTPS (SSL certificate shall be provided by OCAC).

**10.5 Infrastructure Bill of Materials(BoM) for DC and BCP**

| <b>Servers/Chassis</b>                             |  |             |             |
|--|--|-------------|-------------|
| <b>SL</b>  | <b>Component</b>   | <b>DC</b>   | <b>BCP</b>  |
| <b>Rack mount servers (all production servers)</b> |  |             |             |
| 1.   | Database Server (Production)   | 2           | 1           |
| 2.   | Application Server (Production)  | 2           | 1           |
| 3.   | LDAP/Directory Server  | 1           | 1           |
| <b>Blade Servers</b>                               |  |             |             |
| 4.   | Integration Server   | 1           |             |
| 5.   | EMS Server (for SLA Monitoring)  | 2           |             |
| 6.   | Database Server (Staging)  | 1           |             |
| 7.   | Application Server (Staging)   | 1           |             |
| 8.   | Backup Server  | 1           |             |
| 9.   | Blade Chassis  | 1           |             |
| <b>Networking Components &amp; Tape library</b>    |  |             |             |
| 10.  | Server Load Balancer   | 2           |             |
| 11.  | Access Switch  | 2           | 1           |
| 12.  | Management consoles with keyboard and mouse, IP based KVM Switch (draw based) to connect                                 | As Required | As Required |
| 13.  | SAN Switch   | 2           |             |
| 14.  | Tape Library   | 1           |             |
| <b>Other requirement</b>                           |  |             |             |
| 15.  | Rack 42 U  | As Required | As Required |
| 16.  | Desktop computer with 1 KVA Line interactive UPS or Laptops with equivalent configuration (For internal use of O&M team) | 20          |             |
| 17.  | Scanner (For internal use of O&M team)   | 2           |             |
| 18.  | Printer (For internal use of O&M team)   | 2           |             |

## 11. Annexure- B - Agreement

### AGREEMENT FOR THIRD PARTY AUDITOR FOR OSWAS Ver 2.0

This agreement is made on \_\_\_\_\_ 2017 between Odisha Computer Application Centre, the Designated Technical Directorate of Electronics and Information Technology Department, Government of Odisha having its office at Plot – N-1/7-D, Po- RRL, Acharya Vihar Square, Bhubaneswar - 751013, Odisha. (hereinafter called “the Purchaser”) which expression shall unless repugnant to the context thereof include his successors, heirs, assigns, administrator, executive & representative of the one part,

And

M/s \_\_\_\_\_, a company registered under the Provisions of Act,1956/LLP \_\_\_\_\_ is having its registered office at \_\_\_\_\_ India (hereinafter called “the TPA”) which expression shall unless repugnant to the context thereof include his successors, heirs, assigns, administrator, executive and representatives of the other part.

WHEREAS OCAC had invited Request for Proposal (RFP) for selection of Third Party Auditor for “Odisha Secretariat Workflow Automation System (OSWAS) Ver. 2.0” for a period of 5 years and 3 months vide RFP reference no. OCAC-SEGP-RES-0003-2017-RFP-17041. Based on the tender evaluation, M/s \_\_\_\_\_ has been selected as TPA.

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

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The following documents (collectively referred to as “Contract Documents”) shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - 2.1. RFP floated by OCAC vide Reference No. OCAC-SEGP-RES-0003-2017-RFP-17041
  - 2.2. Technical bid and Commercial furnished by TPA with respect to RFP
  - 2.3. The General Conditions of Contract
  - 2.4. The Special Conditions of Contract
  - 2.5. Following Appendix to GC and SC:
    - a) Appendix-A: Scope of Work (as per Section 8 – Terms of Reference)
    - b) Appendix-B: Deliverables (also described in Section – 8)

c) Appendix-C: Cost of Service

2.6. The mutual rights and obligations of the Purchaser and the TPA shall carry out the Services in accordance with the provisions of the Contract;

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

For and on behalf of Purchaser

For and on behalf of TPA

\_\_\_\_\_

\_\_\_\_\_

Signature:

Signature:

Name:

Name:

Designation:

Designation:

Witness -1

Witness-1

Name : \_\_\_\_\_

Name : \_\_\_\_\_

Address :

Address :

Witness -1

Witness-1

Name : \_\_\_\_\_

Name : \_\_\_\_\_

Address :

Address :

## 1. GENERAL CONDITIONS OF CONTRACT

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### 1.1. Definitions

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

- a) "Applicable Law" means the laws and any other instruments having the force of law in India.
- b) "Bidder" means the entity bidding for the services under the Contract.
- c) "TPA" means M/s \_\_\_\_\_ whose proposal to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement and may provide or provides the Services to the Purchaser under this Contract.
- d) "Contract" means the Agreement entered into between the Purchaser and the TPA, together with the contract documents referred to therein, including General Conditions (GC), the Special Conditions (SC), all the attachments, appendices, annexure, and all documents incorporated by reference therein.
- e) "Deliverables" means the services agreed to be delivered by TPA in pursuance of the agreement as defined more elaborately in the RFP;
- f) "Effective Date" means the date on which this Contract comes into force i.e. Date of issuance of Purchase Order (referred as PO).
- g) "Day" means a working day.
- h) "GC" mean these General Conditions of Contract.
- i) "Government" means the Government of Odisha
- j) "In writing" means communicated in written form with proof of receipt.
- k) "Intellectual Property Rights" means any patents, copyrights, trademarks, trade names, industrial design, trade secret, permit, service marks, brands, proprietary information, knowledge, technology, licenses, databases, software, know-how, or other form of intellectual property rights, title, benefits or interest, whether arising before or after execution of the Contract.
- l) "Member" means any of the entities that make up the joint venture/consortium/association, and "Members" means all these entities.
- m) "Man-Month" means one resource working for 1 month (Calendar working days as per Govt. of Odisha).



- n) "Party" means the Purchaser or the TPA, as the case may be, and "Parties" means both of them.
- o) "Personnel" means persons hired or appointed by the TPA and assigned to the performance of the Services or any part thereof.
- p) "Purchaser" means Odisha Computer Application Centre, Designated Technical Directorate of Information Technology Department, Government of Odisha an entity purchasing the services under this Contract.
- q) "Resident" means normal resident of Odisha
- r) "RFP" means Request for Proposal invited for Selection of Third Party Auditor for OSWAS ver 2.0 for a period of 5 vide tender reference no. OCAC-SEGP-RES-0003-2017-RFP-17041.
- s) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.
- t) "Services" means the work to be performed by the TPA pursuant to this Contract, as described in **Appendix-A** hereto.
- u) The "Selected Agency" means Agency which is selected through the tender process i.e. TPA.
- v) The "SI" means System Integrator (i.e. M/s TCS) engaged by OCAC for implementation of OSWAS Ver 2.0

## 1.2. Interpretation

### 1.2.1. In this Agreement, unless otherwise specified:

- 1.2.1.1. References to Clauses, Sub-Clauses, Paragraphs, Schedules and Annexures are to clauses, sub-clauses, paragraphs, schedules and annexures to this Agreement;
- 1.2.1.2. Use of any gender includes the other genders;
- 1.2.1.3. A reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted;
- 1.2.1.4. Any reference to a 'day' (including within the phrase 'business day') shall mean a period of 24 hours running from midnight to midnight;
- 1.2.1.5. References to a 'business day' shall be construed as a reference to Govt. of Odisha Working Day
- 1.2.1.6. References to times are to Indian Standard Time;

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

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

### **1.3. Ambiguities within Agreement**

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

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

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

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

### **1.4. Relationship between the Parties**

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Purchaser and the TPA. The TPA, subject to this Contract, has complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

### **1.5. Law Governing Contract**

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

### **1.6. Legal Jurisdiction**

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

### **1.7. Language**

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

## 1.8. Notices

- 1.8.1. Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.
- 1.8.2. A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.
- 1.8.3. Authorized Representatives: Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Purchaser or the TPA may be taken or executed by the officials specified in the SC.
- 1.8.4. Taxes and Duties: All taxes would be paid on actuals as per applicable laws.

## 1.9. Fraud and Corruption

### 1.9.1. Definitions

It is the Purchaser's policy to require that the Purchaser as well as TPA observe the highest standard of ethics during the selection and execution of the Contract. The Purchaser also requires that the TPA does not demand any service charges from the Resident unless the same is agreed with the Purchaser in advance. In pursuance of this policy, the Purchaser:

Defines, for the purpose of this provision, the terms set forth below as follows:

- a) "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- b) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract with the Purchaser; and includes collusive practice among bidders, prior to or after proposal submission, designed to establish bid prices at artificially high or non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.
- c) "collusive practices" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser, designed to establish prices at artificial, non-competitive levels;

- d) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;
- e) “unfair trade practices” means supply of services different from what is ordered on, or change in the Scope of Work which was agreed to;

#### 1.9.2. Measures to be taken by the Purchaser

- a) The Purchaser may terminate the contract if it is proven that at any time the representatives or employees of the TPA were engaged in corrupt, fraudulent, collusive or coercive practices during the execution of the contract, without the TPA having taken timely and appropriate action satisfactory to the Purchaser to remedy the situation;
- b) The Purchaser may also sanction against the TPA, including declaring the TPA ineligible stated period of time (as decided by purchaser), to be awarded a contract if it at any time it is proven that that the TPA has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Purchaser-financed contract.

## **2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

---

### **2.1. Term of Contract**

The term under this Contract will be for a period of 60 months which shall start from effective date of Contract.

### **2.2. Extension of Contract**

- 2.2.1 If required by the Purchaser, an extension of the term can be granted to the TPA. The final decision will be taken by the Purchaser.
- 2.2.2 The Purchaser shall reserve the sole right to grant any extension to the term above mentioned and shall notify in writing to the TPA, at least 1 month before the expiration of the term hereof, whether it will grant the TPA an extension of the term. The decision to grant or refuse the extension shall be at the Purchaser’s discretion.
- 2.2.3 Where the Purchaser is of the view that no further extension of the term be granted to the TPA, the Purchaser shall notify the TPA of its decision at least 1 (One) month prior to the expiry of the Term. Upon receipt of such notice, the TPA shall continue to perform all its obligations hereunder, until such reasonable time beyond the term of the Contract with the Purchaser.

### 2.3. Termination of Contract

- 2.3.1 Normal termination of the contract would happen at the end of the tenure.
- 2.3.2 Pre-mature termination of the contract would happen in case of insolvency of bidder or due to conditions of breach happening due to reasons solely and entirely attributable to Bidder, provided prior thirty days written notice to rectify the same is given by the OCAC and failure by Bidder to rectify in the notice period.
- 2.3.3 Termination by TPA - The TPA 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 –
  - 2.3.3.1 If the Purchaser fails to pay any money due to the TPA pursuant to this Contract and not subject to dispute pursuant to Clause 7.10 hereof within forty-five (45) days after receiving written notice from the SI that such payment is overdue.
  - 2.3.3.2 If the Purchaser fails to comply with any final decision reached as a result of arbitration pursuant to Clause 7.10 hereof
  - 2.3.3.3 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 TPA may have subsequently approved in writing) following the receipt by the Purchaser of the TPA's notice specifying such breach.
  - 2.3.3.4 OCAC failure to give acceptance of deliverables in mutually agreed time schedules

### 2.4. Effects of Termination

- 2.4.1 In the event of a pre-mature termination of this agreement by OCAC, the compensation **payable to bidder will be decided in accordance with the Terms of Payment Schedule** for the milestones completed services and accepted deliverables till the last effective date of termination.
- 2.4.2 Parties shall mutually agree upon a transition plan and comply with such a plan. The bidder shall agree to extend full cooperation in supporting the transition process.

### 2.5 Binding Clause

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

## 2.5. Modifications or Variations

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may be made by written communication between the Parties and after Prior Mutual consent by both the parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

## 2.6. Force Majeure

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

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

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

## 2.7. No Breach of Contract

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

#### 2.7.1. Measures to be Taken

- 2.7.1.1. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- 2.7.1.2. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- 2.7.1.3. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 2.7.1.4. During the period of their inability to perform the Services as a result of an event of Force Majeure, the TPA, upon instructions by the Purchaser, shall either:
  - Demobilize or
  - Continue with the Services to the extent possible, in which case the TPA shall continue to be paid proportionately and on pro rata basis, under the terms of this Contract.
- 2.7.1.5. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8 (Settlement of dispute).

### **3. OBLIGATIONS OF THE TPA**

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#### **3.1. General**

##### 3.1.1. Standard of Performance

The TPA shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and

methods. The TPA shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Purchaser, and shall at all times support and safeguard the Purchaser's legitimate interests in any dealings with third Parties.

### **3.2. Conflicts of Interest**

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

### **3.3. General Confidentiality**

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

### **3.4. Intellectual Property Rights (IPR)**

3.5.1 Purchaser shall own and have a right in perpetuity to use all newly created Intellectual Property Rights which have been developed solely during execution of this Contract, including but not limited to all processes, products, specifications, reports, drawings and other documents which have been newly created and developed by the TPA solely during the performance of Services and for the purposes of interalia use or sub-license of such Services under this Contract. The TPA undertakes to disclose all such Intellectual Property Rights arising in performance of the Services to the Purchaser and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of the Purchaser.

3.5.2 Notwithstanding anything to the contrary contained herein, the TPA will defend, indemnify and hold harmless the Purchaser against any suit or claim brought by a third



party that the possession or use of the software, programs, firmware and hardware, materials or documents infringes such third parties intellectual property rights or is a misuse of its Confidential Information.

### **3.5. Assignment**

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

## **4. GOOD FAITH**

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### **4.1. Good Faith**

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

### **4.2. Operation of the Contract**

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

## **5. SETTLEMENT OF DISPUTES**

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

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

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

- 5.4 Any dispute or difference whatsoever arising between the parties (Purchaser and TPA) to the Contract out of or relating to the construction, meaning, scope, operation or effect of the Contract or the validity of the breach thereof, which cannot be resolved through the process specified above, shall be referred to a sole Arbitrator to be appointed by mutual consent of both the parties herein. In the event the parties cannot agree to sole arbitrator, such arbitrator shall be appointed in accordance with the Indian Arbitration and Conciliation Act, 1996.
- 5.5 The arbitration proceedings shall be held at Odisha and the language of the arbitration shall be English

## **6. ADHERENCE TO SAFETY PROCEDURES, RULES & REGULATIONS**

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

### **6.2 Statutory Audit**

- 6.2.1 The deliverables prepared for this project are subject to audit (by CAG or other entities). The bidder should help OCAC during preparation of compliances of audit without any additional cost.
- 6.2.2 All technical documents/deliverables shall be in favour of the OCAC and shall be submitted to the OCAC before final payment or on demand.
- 6.2.3 All records pertaining to this work shall be made available to the OCAC and its authorized agencies upon request for verification and/or audit, on the basis of a written request.

## **7. LIMITATION OF LIABILITY**

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- 10.1. Neither Party shall be liable to the other Party for any indirect or consequential loss or damage (including loss of revenue and profits) arising out of or relating to the Contract.
- 10.2. Notwithstanding anything to the contrary elsewhere contained in this or any other contract between the parties, neither party shall, in any event, be liable for (1) any indirect, special, punitive, exemplary, speculative or consequential damages, including, but not limited to, any loss of use, loss of data, business interruption, and loss of income or profits, irrespective of whether it had an advance notice of the possibility of any such

damages; or (2) damages relating to any claim that arose more than one year before institution of adversarial proceedings thereon.

10.3. Subject to the above and notwithstanding anything to the contrary elsewhere contained herein, the maximum aggregate liability of the TPA under this Agreement, shall not exceed the contract value of the TPA under this Agreement.

## **8. INDEMNITY**

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

8.1.1. Any negligence or wrongful act or omission by the TPA or any third party associated with TPA in connection with or incidental to this Contract or;

8.1.2. Any breach of any of the terms of this Contract by the TPA, the TPA's Team or any third party

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

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

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

## **9. CHANGE REQUEST MANAGEMENT**

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### **9.1. Change Management Procedure**

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

- Identification and documentation of change request requirement– The details of scope of change will be analysed and documented
- Effort Estimate – OCAC will ask TPA to submit the effort estimate in terms of man month.

- Approval or disapproval of the change request – Technical Committee constituted by OCAC will approve or disapprove the change requested including the additional payments, after analysis and discussion with TPA on the impact of the change on schedule.
- Implementation of the change Request– The change will be implemented in accordance to the agreed cost, effort, and schedule. TPA shall consolidate all approved CRs and raise invoice to OCAC accordingly.

The costing of change request shall be finalized as per cost mentioned under Audit for Software Enhancement Service at **Annexure-C**.

## **10. ACTION AND COMPENSATION IN CASE OF DEFAULT**

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### 10.1 Conditions for default:

- a) The deliverables at any stage of the project as developed/ implemented by the TPA do not take care of all or part thereof of the Scope of Work as agreed and defined under the Contract with the Purchaser.
- b) The deliverables at any stage of the project as developed/ implemented by the TPA fails to achieve the desired result or do not meet the intended quality and objective as required by the Purchaser.
- c) The documentation is not complete and exhaustive.
- d) There is a change in resource before the completion of a pre-defined period.

10.2 The Purchaser may impose penalties on the TPA providing the Services as per the Service Levels defined under this Contract.

## **11. SERVICE LEVEL AND PENALTY**

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**As per clause 8.16**

## **12. PAYMENT TERM**

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**13. As per clause 8.19**

## **14. MISCELLANEOUS PROVISIONS**

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- a) Any failure or delay on part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- b) The TPA shall notify the Purchaser of any material change in their status, in particular, where such change would impact performance of obligations under this Contract.
- c) The TPA shall at all times indemnify and keep indemnified the Purchaser against all claims/damages for any infringement of any copyrights while providing its services under the Project.
- d) The TPA shall at all times indemnify and keep indemnified the Purchaser against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third Party resulting from or by any willful action or gross negligence by or on behalf of the TPA.
- e) The TPA shall at all times indemnify and keep indemnified the Purchaser against any and all claims by Employees, agent(s), employed engaged or otherwise working for the TPA, in respect of wages, salaries, remuneration, compensation or the like.
- f) All claims regarding indemnity shall survive the termination or expiry of the Contract.
- g) All materials provided to the Purchaser by TPA are subject public disclosure laws such as RTI etc. except in respect of exclusions set out in such laws.
- h) The TPA shall not make or permit to be made a public announcement or media release about any aspect of the Contract without a written consent from the Purchaser
- j. The TPA shall not assign/outsource/sub-contract the project to any other agency, in whole or in part, to perform its obligation under this agreement.

## 15. SPECIAL CONDITIONS OF CONTRACT

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

### 15.1. The addresses are

| For the Purchaser                         | For the TPA |
|---|-------------|
| Odisha Computer Application Centre (OCAC) |             |

|   |  |
|---|--|
| Designated Technical Directorate of Electronics & Information Technology Department,<br>Government of Odisha, Plot No.: N-1/7-D, PO: RRL, Acharya Vihar Square, Bhubaneswar-751013, Odisha, India, Tel: 0674 - 2567064 / 2567858/ 2586838, Email: gm_ocac@ocac.in |  |
|---|--|

### 15.2. The Authorized Representatives are

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

### 15.3. Contract Schedule

|   |   |
|---|---|
| The TPA                                   | M/s   |
| The effective date of the Contract        |   |
| The date for the commencement of services |   |
| Contract period                           | 63 months from the effective date of contract |

### 15.4. Cost of Services

The cost of service i.e. per man month rate in INR is described at **Appendix-C –Cost of Services**

### 15.5. Bank Account Details

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

|                |  |
|----------------|--|
| Bank           |  |
| Branch         |  |
| IFS Code       |  |
| Account Number |  |

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

**15.6. APPLICABILITY OF TENDER TERMS AND CONDITIONS.**

All terms & conditions stated in this Agreement would override the terms & conditions mentioned in the RFP (Enquiry No: OCAC-SEGP-RES-0003-2017-RFP-17041) and Technical & Commercial bid submitted by bidder. However, all other terms & conditions except those mentioned in this agreement would be applicable as per RFP.

\_\_\_\_\_

Binding signature of Purchaser

\_\_\_\_\_

Binding signature of TPA

Signed By: \_\_\_\_\_

Signed By: \_\_\_\_\_

*In the presence of (Witnesses)*

(1).....(1).....

(2)..... (2).....

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

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Scope of work of Third Party Audit Agency described at Clause 8- Terms of Reference

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

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As per Resource Deployment Plan submitted by Bidder

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

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As per the Commercial bid