

# REQUEST FOR PROPOSAL

## Selection of Agency to Setup

### Project Implementation Unit (PIU)

For

Implementation of ICT Policy 2014 and Promotion of IT, ITeS & ESDM sector in Odisha.



Issued By

**IFITP Cell, OCAC**

**DEPARTMENT OF INFORMATION TECHNOLOGY**

**GOVERNMENT OF ODISHA**

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## 1. Invitation for RFP

For effective implementation of the newly formulated ICT (Information and Communication Technology) Policy-2014, and promotion of IT, ITeS& ESDM sector in Odisha, the state IT department has decided to set up a Project Implementation Unit (PIU) in its Directorate called Odisha Computer Application Centre (OCAC). OCAC is the nodal agency for the implementation of the ICT policy and will be responsible for the progress of various activities under the policy.

In order to achieve the desired results and to prepare a strategy/action plan for this initiatives to establish Odisha as a preferred destination for ICT investment with successful implementation of ICT Policy 2014, it is proposed to hire the services through consultants from reputed, professional and competent agencies as Project Implementation (PIU), which would be providing expertise in the areas of:

- Project/program management
- Supporting OCAC/IT Department for review, monitoring of implementation of the ICT (Information and Communication Technology) Policy-2014, and promotion of IT, ITeS& ESDM sector in Odisha
- Consulting in Technical Management
- Consulting in Financial Management (incentives, taxation, audit etc.)

This RFP is being offered on open tender basis to those agencies / companies who meet the requirements of requisite skills and expertise in the above mentioned areas for successfully running Project Implementation Unit (PIU). Such agencies/companies shall ensure all provisions of ICT Policy are properly administered and also provide resources/manpower meeting the requisite qualifications and experiences required for such activities. **(detailed in RFP Section 3.5).**

Interested agencies are advised to study this RFP document carefully before submitting their proposals in response to the RFP Notice. Submission of a proposal in response to this notice shall be deemed to have been made after careful study and examination of this document with full understanding of its terms, conditions and implications.

Odisha Computer Application Centre (OCAC) invites proposals from reputed consulting agencies/companies to setup Project Implementation Unit (PIU) for providing the consulting services as per the Scope of Work and Terms & Conditions mentioned in this RFP. Interested agencies/companies may download the RFP document from the website [www.ocac.in](http://www.ocac.in), [www.odisha.gov.in](http://www.odisha.gov.in), [www.tenders.gov.in](http://www.tenders.gov.in). The complete proposals along with RFP document fee of Rs 5000/- (Rupees Five Thousand only) made by way of a crossed demand draft/bankers cheque from any scheduled bank, drawn in favour of Odisha Computer Application Centre payable at Bhubaneswar must be submitted. All proposals submitted in response to the RFP document must be accompanied by an Earnest Money Deposit (EMD) of Rs.1,50,000/- (Rs. One Lakh Fifty Thousand Only) in the form of a DD from any nationalised bank. Failure to do so will result in rejection of the proposal.

### 1.1 Key Events and Dates

1	RFP Enquiry Number	OCAC-IF&ITP –188/2014/ENQ/14010
2	Advertisement Date	18.05.2014
3	Availability of RFP document at Web sites <a href="http://www.ocac.in">www.ocac.in</a> , <a href="http://www.odisha.gov.in">www.odisha.gov.in</a> , <a href="http://www.tenders.gov.in">www.tenders.gov.in</a>	18.05.2014
4	Last date for Submission of Pre-bid Queries at e-mail ID - brahmananda.r@semt.gov.in	22.05.2014, 11AM
5	Pre-Bid Conference	22.05.2014, 4 PM
6	Issue of Corrigendum if any on Websites <a href="http://www.ocac.in">www.ocac.in</a> , <a href="http://www.odisha.gov.in">www.odisha.gov.in</a> , <a href="http://www.tenders.gov.in">www.tenders.gov.in</a>	24.05.2014, 4 PM
7	Contact Person for queries	Sri Aditya Mohapatra, OAS Head (IFITP Cell) and Officer on Special Duty Odisha Computer Application Centre (Technical Directorate of I.T. Deptt, Govt. of Odisha), Plot No. - N-1/7-D, Acharya Vihar Square, P.O.- RRL, Bhubaneswar - 751013 Ph. No.: - 0674-2567280/2567064/2567295
8	Last date and time for Bid Submission	07.06.2014, 2 PM
9	Date and time of opening of Pre-Qualification bids	07.06.2014, 4 PM

10	Date and time for opening of Technical bids	10.06.2014, 11:30 AM
11	Date and time of Technical Presentations	
12	Date and time for opening of Commercial bids	12.06.2014, 11:30 AM
13	Addressee and Address at which proposals in response to RFP notice are to be submitted:	General Manager (Admin) Odisha Computer Application Centre (Technical Directorate of I.T. Deptt, Govt. of Odisha), Plot No. - N-1/7-D, Acharya Vihar Square, P.O.- RRL, Bhubaneswar - 751013

## 2. Project Background

The Industry facilitation & IT Promotion Cell of OCAC will function as the single window for obtaining various clearances for the entrepreneurs in the IT sector and ensuring hassles free delivery of incentives and services receivable by the investor / promoter as per ICT Policy-2014

The newly notified ICT Policy 2014 and ESDM Road Map aims to create direct employment for 60,000 IT professionals, 800 IT/ITES/ESDM units, built-up space of 60 lakh square feet, land bank of 2,000 acres and attract 10 new leading IT/ITeS and Five ESDM companies to Odisha by the year 2020.

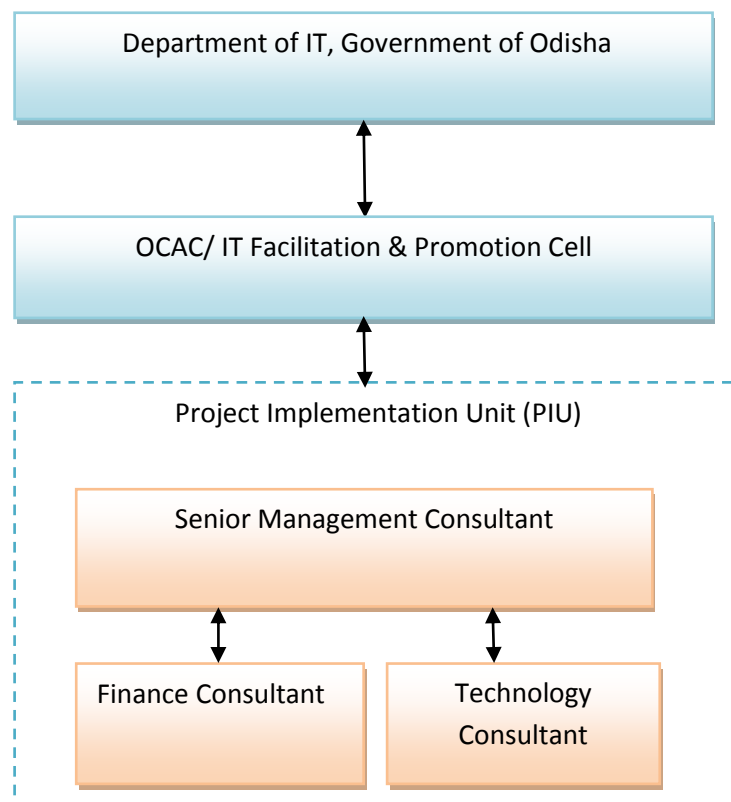
The ESDM sector is poised to generate cumulative revenue of Rs 18,800 crore in Odisha by 2024, as per the estimates. To achieve this, investment of Rs 7,340 crore need to be pumped into the sector in three phases and 60,000 jobs in the next 10 years expected to be generated from ESDM sector.

The proposed PIU with induction of specialists in the field of Management, Technology and Finance will provide consulting services to OCAC/ IF & ITP Cell for successful implementation of ICT Policy 2014 and promotion of IT, ITeS& ESDM sector in Odisha including administering/facilitating extension of various incentives/concessions available under the policy to eligible units.

### 3. Terms of Reference

#### 3.1 Structure of PIU

Since the implementation of ICT Policy 2014 and promotion of IT, ITeS& ESDM sector in Odisha will involve wide spectrum of activities covering program management, monitoring policy implementation, consulting in technical and financial Management etc., it is imperative for the OCAC to have Project Implementation Unit (PIU) with a diverse range of skill sets to effectively carry out each set of activities.



#### 3.2 Detailed Scope of work for PIU

The overall Scope of work of PIU has been identified considering the type of services required. The selected consulting agency shall be overall responsible for the assignment and consultants having requisite educational qualification and experience shall required to be engaged by the selected agency at PIU for the period of assignment. The consultants engaged by the Agency shall work under direct control of the IT promotion and Facilitation cell Head during the tenure of contract to undertake various activities related to Management, Finance and Technology for successful implementation of ICT policy 2014

and promotion of IT, ITeS & ESDM sector in Odisha. The PIU shall be stationed at the OCAC Building, Bhubaneswar.

The task including but not limited to:

- Finalisation of strategy and action plan with timeline for the Implementation of ICT policy 2014.
- Coordinating with all the stakeholders for settlement of incentives as proposed in the Policy.
- On claiming of incentive by the industries, validating their eligibility on verification of necessary document ( Technical, Financial and Statutory ) and calculation of their incentive claim as to be justified as per the ICT policy 2014.
- Preparation of the budget outlay for implementation of ICT policy 2014 and ICT promotion of the State. Working out on its fund management.
- Defining the procedure for consultation and monitoring of the issues raised by stakeholders, industries and public as the efforts to address their grievances.
- Preparation and submission of reports as required by OCAC and the Department.
- Defining clearly the reimbursement/payment procedure of incentives.
- Preparation of impact assessment of incentives in term of its return to the state.
- Preparation of power point presentations as and when required for various requirement proposed by OCAC/ IT Department.
- Preparation of work plan for investment promotion and branding of state; i.e Advertisement, Promotion in Social Media, participating in workshop/summits etc.
- Contact potential investors (from India and globally) and liaise with them to attract investment in IT/ITeS/ESDM sector Odisha.
- Escalate issues to authorities for effective decision making.
- Monitoring the request given by potential investor from IT, ITeS and ESDM sector to start up their units in Odisha.
- PIU must have to work as a SPoC (single point of contact) to handle and answer all queries & follow-up with potential investors using the leads generated. PIU must have to generate lead of potential investors with the approach of effecting promotion and motivation.
- Monitoring the progress of organisations incentivised on regular interval by collecting necessary document and if necessary Physical verification can also be initiated to authenticate their claim.
- Facilitating on implementation of ESDM road map approved by the Government of Odisha.

- Report on utilization of funds in verification with bank reconciliation statements.
- Review documents related to claim for payments and payments made
- Compliance to the statutory requirements
- Consulting legal experts on the matter of legal issues arising at the time of implementation
- Clarification of issues raised through RTI and by legislative assembly related to Promotion of ICT sector.
- PIU will also be responsible for taking relevant inputs from various sources, best practices followed, challenges faced (both managerial and technical), improvements suggested and knowledge transfer the same to OCAC/IT Department.
- Master document that in both softcopy and hardcopy format that lists all assets must be handed over to OCAC with description of each and its significance at the exit stage.

### **3.3 Deliverables expected from PIU**

The PIU would be required to carry out all the project management activities and the scope of work required (mentioned above) for the successful implementation of the ICT Policy-2014

The key deliverables expected from the PIU, but not limited to, are as follows:

- Project Plan and Charter to submit within 15days of engagement.
- Monthly Report on claim of incentives and settlement.
- Monthly report on request for start-up units from ESDM/IT and ITeS sector.
- Promotion strategy and monthly report on lead generation of potential investor across the world.
- Monthly report on conducting workshop, stakeholder's coordination meetings as per the approach of single window.
- Monthly reports on number of Grievances raised by the industries, their escalation and settlement.
- Quarterly report on preparation of fund requirements plan and project budget to be borne by the state Government by analysing the industries claim of incentives.

### **3.4 Period of Assignment**

The period of the PIU shall be for 3 years with yearly renewal which can be extended for further period if the working of the firm / Individual is found satisfactory by OCAC. Performance of the PIU along with consultants will be evaluated each year.



### 3.5 Resource Requirements

The agency would be required to setup the Project Implementation Unit (PIU) with an appropriate team of at least 3 professionals headed by a Senior management Consultant . Following persons with the requisite qualification and experience shall be required to be deputed to PIU, for the tenure of contract. The tables below provide some of the key tasks to be assigned to the members of the PIU and the required skill sets.

Position	Task to be assigned	Qualification & Experience
Sr Management Consultant	<ul style="list-style-type: none"> <li>• Overall responsibility for the PIU team.</li> <li>• Review of the project deliverables</li> <li>• Attending important meetings in the State relate to ICT promotion</li> <li>• Provide inputs on best practices from other States/Countries</li> <li>• Leading the team &amp; reporting to Nodal officer.</li> <li>• Complete project management, risk management and coordination between various stakeholders for smooth implementation</li> <li>• Monitor Implementation of project</li> <li>• Create progress reports &amp; submit to nodal officer</li> <li>• Interacting with the potential investors, giving them presentation and convincing to invest in Odisha.</li> <li>• Monitor planning and strategy for policy implementation on regular interval.</li> <li>• Review of the incentive claim and redress of grievances of the Industries and Stakeholders.</li> </ul>	<ul style="list-style-type: none"> <li>• BE/B.Tech + MBA from a reputed University/Institute. PMP certification is preferred.</li> <li>• Minimum 10 years of experience in industry/Government Dept. in project management, policy formulation &amp; implementation, Business Development, advisory and consulting relates to ICT. Out of total experience,3 years of experience of working in a PIU on e-Governance Project is required.</li> <li>• Should have relevant experience in Problem Identification, Cause Analysis, Reporting and Escalation</li> <li>• Should have ability to lead, motivate and direct the team to achieve the business objectives.</li> <li>• Should have ability to anticipate and address the project risks.</li> <li>• Should have excellent oral &amp; written communication skills. Knowledge on Odia language will be advantageous.</li> </ul>

<p>Finance Consultant</p>	<ul style="list-style-type: none"> <li>• Co-ordinating with the departments for incentive settlement and to explain the process of its execution.</li> <li>• Calculating the incentives claim by the IT/ITeS/ESDM industries by verifying the entire relevant document to settle the claim.</li> <li>• Calculating the estimated budget for incentives and planning for source of funds by analysing the demands and trends.</li> <li>• Funds management and record keeping.</li> <li>• Incentive cost and benefit impact Assessment.</li> <li>• Scrutinisation of the organisations eligibility and statutory requirement to claim for incentives as per ICT policy and MSIP program of Central Government for ESDM sector.</li> <li>• Financial analysis of the industries who claim incentives on yearly basis and industries (IT/ITeS/ESDM) those are interested to start up their units in Odisha</li> </ul>	<ul style="list-style-type: none"> <li>• Chartered Accountant/ Cost Accountant/ CFA or MBA(Finance) from a reputed university. Having at least 8 years of work experience in Tax, Auditing, Budgeting, FM, Accounts and Consolidation.</li> <li>• Out of total experience, two years must be the experience in Government Sector.</li> <li>• Should have excellent oral &amp; written communication skills. Knowledge on Odia language will be advantageous.</li> </ul>
<p>Technology Consultant</p>	<ul style="list-style-type: none"> <li>• Critical technical evaluation of the organisation out of submitted documents/proposals.</li> <li>• Onsite visit to the operation site if required for physical verification about the technical strength.</li> <li>• Development, Maintenance and Up-dation of web based MIS system/portal proposed for promotion cell.</li> <li>• Search Engine Marketing and Promotion to generate lead for the potential investors.</li> </ul>	<ul style="list-style-type: none"> <li>• BE/B.Tech/MCA from a reputed institution or University.</li> <li>• Minimum 6 years of experience in IT in the field of ( Infrastructure, Technology, Project development )</li> <li>• Should have excellent oral &amp; written communication skills. Knowledge of Odia language will be advantageous.</li> </ul>

### 3.6 PIU Team Selection Process

- The Agencies/ Bidders are required to propose one CV for each position which would be evaluated for technical marking.
- No consultant involved should have attained the age of **50 years** at the time of submission of the proposal.
- The entire team will be in placed by the selected Agency within **15 days** of the awarding of the contract.
- Candidates copy of appointment letter with their details (Address, Contact Number, PAN Number, EPF number and identity document) will be submitted to OCAC at the time of joining PIU.
- Replacement of resources shall generally be not allowed before completion of the minimum period of one year. The replacement of agreed personnel by the bidder will be allowed after the mandatory one year only in case the personnel leave the organization by submitting resignation with the present employer.
- In case of failure to meet the standards set for delivering the project, (which includes efficiency, cooperation, discipline and performance) bidder shall be asked by OCAC to replace the personnel in 15 days time without any penalty for replacement/exit.
- The professional deployed shall have to follow rules and regulations of the OCAC and misconduct or corrupt and fraudulent practices will render rejection.
- The replaced personnel will be accepted by OCAC only if he scores the same or more on the evaluation criterion mentioned in this RFP and is found suitable to the satisfaction of OCAC . The outgoing personnel should complete the knowledge transfer with the replaced personnel as per the satisfaction of OCAC. The bidding firm shall be allowed **7 days** to replace the personnel.

### **3.7 Project location**

The PIU team will be required to work at the OCAC premises throughout the duration of the project. OCAC will provide sitting infrastructure with internet connection, stationeries and printer to operate. Agency will ensure laptops to their deployed professional to work and operate for this assignment which will be the property of the selected agency. Any travel, apart from the State capital and the district in which the State Capital falls (if required) would be arranged by the IT Department/OCAC or it would be reimbursed as per actuals based on the amount agreed upon in the contract.

### **3.8 Payment Terms**

- The selected firm shall be paid on quarterly basis on submission of their invoice on completion of quarter as per the quoted amount along with the details of their monthly attendance as managed by the Agency.
- All payment shall be made on Indian currency through RTGS/Cheque.
- Any other expenditure which is needed by the assignment can be settled only if the prior approval from the authority has been sanctioned.
- All payments under this Agreement shall be made to the account of the selected agency.
- Each month the agency will confirm about the salary payment of the employee on time.
- Team Members service record as a member of the PIU will be managed by the Agency.

### **3.9 Service Level Agreement**

At the time of signing up of the contract the service level agreement will be defined which will be relate with the scope of work and deliverables.

## 4. Instructions to the bidders

### 4.1 General Guidelines

The instructions for submitting proposals in response to the RFP are mentioned below:

- The proposals submitted in response to this RFP, and all associated correspondence shall be written in English and shall conform to all the terms and conditions mentioned in the RFP. Any interlineations, erasures or over writings shall be valid only if they are initialed by the authorized person signing the proposal.
- An authorized representative of the bidder should sign on all the pages of the Proposal. The representative's authorization should be confirmed by a written power of attorney or board resolution accompanying the Proposal.
- Proposals received by facsimile/e-mail shall be treated as invalid and rejected. Only detailed complete proposals received prior to the closing time and date for receipt of proposals shall be taken as valid.
- Two hard copies and one soft copy (on a non-rewriteable CD) of the general and technical proposal in a separate sealed envelope and one hard copy of the financial proposal in a separate sealed envelope, prepared in accordance with the procedures enumerated in the RFP document should be submitted in a sealed envelope to OCAC no later than the date and time laid down, at the address given.
- The bidder shall submit only one Proposal (also referred to as 'bid responses' or 'bid documents' herein)
- The Bidder is not permitted to modify, substitute or withdraw their Proposal after submission.
- The bid should be valid for a period of **180** days from the date of submission.
- The bid process involves a Three-stage evaluation namely, Pre-qualification, followed by the Technical and Financial bid.
- Bidders should specify the price of their services in Indian Rupee (INR) only.
- OCAC reserves the right to accept or reject any bid, and to annul the bid process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the bidder(s) or any obligation to inform the bidder(s) the grounds for such decision. The decision of the competent authority would be final and binding on the bidders.

- Cost of preparing the proposal, presentations, negotiations, finalization of the contract, including visits to the Client, are not reimbursable.
- At any time prior to deadline for submission of proposals, OCAC may for any reason, modify the RFP document. The prospective respondents having received the RFP document shall be notified of the amendments through website and such amendments shall be binding on them.

## **4.2 Disqualification**

OCAC may at its sole discretion and at any time during the evaluation of proposal, disqualify any respondent, if the Company :

- Submitted the proposal after the response deadline;
- Made misleading or false representations or suppressed relevant information in the bid proposal (including documents, forms, statements, attachments, presentations, etc.) submitted as proof of the eligibility requirements or as part of their proposal;
- Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years;
- Submitted a proposal that is not accompanied by required documentation or is non-responsive;
- Submitted a proposal that is not accompanied by required RFP document fee and EMD as necessary;
- Failed to provide clarifications, non-responsive and/or substantive responses, when sought;
- Submitted more than one proposal;
- Declared ineligible or blacklisted by the Government of India (“Gol”), State Government or any other Government owned agency or PSU including quasi-Government sector organization or company, for corrupt, fraudulent practices or reasons related to non-performance in an engagement.

### 4.3 Pre-Bid Meeting

- A pre-bid meeting will be held on the date and venue as specified in **Section 1.1 : Key events & dates.**
- All the prospective bidders can participate in pre-bid meeting to seek clarification.
- Maximum of two (2) representatives of each bidder will be allowed to attend the pre-bid meeting.
- The bidders have to submit the queries through e-mail ([brahmananda.r@semt.gov.in](mailto:brahmananda.r@semt.gov.in)) to reach the nodal officer before the date & time mentioned prior to the pre-bid meeting.
- No questions regarding the bid will be entertained after the pre-bid meeting.
- Responses to bidder's questions will be communicated through the website only.
- If No response to any pre bid query is sent then the bidders to presume that the condition of original RFP prevails.

### 4.4 Proposal Submission

- Two (2) copies of the general & technical bid documents along with non-editable CD copy sealed in separate envelopes will need to be submitted.
- Each envelope should be super scribed on the left hand side top corner as "Original Copy" and "Duplicate Copy" along with the **name of the project and RFP Enquiry No.**
- Both copies of the bids (Original and Duplicate) must consist of the following documents in separate envelop:
  - Documents with clear indication of qualification of the bidder (Sealed Separately) super scribed as "Pre Qualification Bid document" on the envelop along with the name of the project.
  - Technical bid documents with technical presentation in hard copy and soft copy on a separate envelop ,super scribed as Technical Evaluation Document.
  - Financial Proposal (only hard copy) (sealed separately) super scribed as "Financial Bid" on the envelope along with the name of the project.
  - Draft against Bid document fees and EMD in a separate envelop, super scribed as Bid Cost/EMD on the envelop.

#### 4.5 Bid Opening

- The bids that have been received within the specified deadline would be opened at the specified date and time as indicated.
- Bidder's representatives are free to be present at the time of bid opening.
- The bidder representatives who are present shall sign a register evidencing their attendance.
- The bidders names and the presence or absence of requisite bid security and such other details considered appropriate, will be announced at the time of bid opening.
- Bids that do not contain necessary security amount or which has substantive material deficiencies shall be rejected upon opening.
- Bids received after the last date & time (i.e. late bids) shall be returned unopened to the respective bidder.

#### 4.6 Bid Clarifications & Presentations

- During evaluation of the bids, the bidder may be requested for clarification on their bid. Such clarifications are to be provided in writing and would need to be substantive. Non-substantive and non-responsiveness on the part of the bidder may lead to disqualification of bidder.
- Bidder may also be (optionally) called upon with prior notice to make presentations as per the time frame specified, to support proposal evaluation. This is only to enumerate and seek clarifications on the submissions made by the bidder in their proposal. No new material or deviations from proposal would be entertained during this process.
- Information provided by bidder through clarifications and/or presentations shall be taken into account for proposal evaluation.

#### 4.7 Earnest Money Deposit (EMD)

- Earnest Money Deposit: The proposal must be accompanied by earnest money deposit of Rs1,50,000(Rupees One Lakh Fifty Thousand Only) in the form of Demand Draft from any nationalized bank payable to **Odisha Computer Application Centre payable at Bhubaneswar** without which the proposal will be rejected outright. Earnest money deposit will not be accepted in cash or any other manner. No interest is payable on the amount of E.M.D.



- The Earnest money deposit will be refunded or returned to the bidders whose offers are not accepted by the Odisha Computer Academic Centre **within one month of the official declaration of** the successful bidder. However for the successful bidder, the Earnest money deposit so submitted will be refunded as per the decision by the competent authority.
- Non-acceptance of an award resulting from this bid process would entail forfeiture of the Earnest Money Deposit.

#### **4.8 Bank Guarantee**

On signing the consulting company or agency shall submit a **Performance BG of 10% (Ten percent)** of the Contract value of the year (excluding tax) to OCAC. The respective format will be given by OCAC at the time of signing up of the contract. Performance Bank guarantee will be forfeited on lack of performance or mid way withdrawing from the assignment. The PBG will be renewed every year by the consulting Agency till the contract period is over.

#### **4.9 Negotiations & Award**

- The purpose of the negotiation is to re-validate the Proposal (including work plans) to ensure that the bidder's proposal adequately meet the objectives of the proposed engagement. The aim is to reach agreement on all points before signing the contract. The agreed work plan and final Terms of Reference will together form part of the contract. The negotiations will conclude with the drafting of the contract.
- If negotiations fail, the Department will be free to invite the bidder with the second highest score at their quoted rates to contract negotiations.
- The contract will be awarded after Department and successful bidder will formalize the Contract Agreement that has been finalized.
- The successful bidder shall furnish Bank guarantee only after which disbursement of monies would be made in accordance with contractual terms or as may be decided by the Nodal Authority.
- Failure of the successful bidder to sign the contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Nodal Department may choose to award the work to the next highest scoring bidder or call for fresh bids.

## 5. Evaluation of the Bids

Overall evaluation of the bids will be done in three stages namely Pre-qualification, Technical and Final evaluation. At the end of every stage short listed bidders may be informed of the result to have a fair and healthy competition.

This consists of three steps:

- i) Assessment of the eligibility criteria will be done to determine whether the proposal submitted conforms to all mandatory criteria specified to merit further evaluation.
- ii) After eligible criteria the technical proposal will be evaluated with the criteria for Project Experience, Methodology and Approach, Resource profile. Agencies securing 70% mark will be eligible for opening of their financial bid.
- iii) The bidder with lowest financial bid (L1) will be awarded.

## 5.1 Pre-qualification evaluation

Before opening and evaluation of the technical proposals, Pre-qualification bid would be evaluated to assess their compliance to the following pre-qualification criteria. Bidders failing to meet these criteria or not submitting requisite proof for supporting pre-qualification criteria are liable to be rejected at the Pre-Qualification proposal level.

S. No.	Basic Requirement	Specific Requirements	Documents Required
1	<b>Legal Entity</b>	The Organization must be registered under the Companies Act 1956 and must have been in operation for a period of at least 5 (five) years as of March 31, 2014.  Registered with the Service Tax Authorities and having PAN,EPF, up to date VAT & IT Return	Certificates of incorporation  Registration Certificate, PAN copy, Address Proof & other necessary supporting documents
2	<b>Consortium</b>	Consortium not allowed.	
3	<b>Annual Turnover in Consulting</b>	The firm/ company must have minimum average annual turnover of <b>Rs. 50 (Fifty crores )</b> over the preceding three financial years as revealed by audited accounts, as on March 31, 2013.	Extracts from the audited Balance sheet and Profit & Loss; OR Certificate from the statutory auditor
4	<b>Net Worth</b>	Net Worth should be positive for each of the the past three years as on 31 <sup>st</sup> March 2013	
5	<b>Technical Capability</b>	<ul style="list-style-type: none"> <li>Should have been working in the Government consultancy assignments (Central / State Govts./PSUs) for a minimum of 5 years as on March 31, 2014.</li> <li>Should have experience of successfully managing the PIU for Policy Advisory, consultancy assignments at central/state level in India for any Govt Dept/PSU. The</li> </ul>	Satisfactory work completion letters/certificates from the clients clearly showing the name and designation of the person who has signed the letter/certificate.

S. No.	Basic Requirement	Specific Requirements	Documents Required
		executed project should be at least of 6 months in duration and must have been completed within the last 5 years as on Mar 2014.	The letter/certificate should also mention the telephone/mobile number and contact details of the client.
6	<b>Certifications</b>	The bidder must possess ISO 9001 Certification for consulting services by the date of publication of this RFP.	Documents in support thereof Copy of certificate
7	<b>Manpower Strength</b>	Have a minimum strength of one hundred (100) Technical/Management/Finance staff during each of the last three years. Staff should possess appropriate educational qualifications (such as Engineering/MCA/MBA \ Chartered Accountant/Cost Accountant or Masters Degree / higher, with extended industry experience) and diversified expertise. Experience should consist of industry-accepted levels such as Consultants (who should have no less than five years respectively of relevant experience), with a balanced mix of experience.	Self Certification by the authorized signatory with clear declaration of staff. (year wise, level/designation wise, qualification, experience, skills)  AND  PF Register showing the number of subscribers along with the deposit of challan as proof.
8	<b>Fair Practice</b>	Applicants must not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Govt. of India/ any State Govt./PSU.	A Self Certified letter

S. No.	Basic Requirement	Specific Requirements	Documents Required
9	Performance	The Bidder must not have any record of poor performance, abandoned work, having been black-listed by any State Government or Government of India, having inordinately delayed completion and having faced Commercial failures etc.	A Self Certified letter
10	Fees	The Bidder must have submitted <b>Rs. 5000/- (Rupees Five Thousand Only)</b> towards the cost of the RFP Document. The Bidder must have furnished the EMD of <b>Rs. 1.5 Lakh (Rupees One Lakh &amp; Fifty Thousand only)</b> .	

## 5.2 Technical Evaluation

The Technical bids will be opened for those bidders who are able to qualify in the pre-qualification round. OCAC will evaluate the technical proposals on the basis of their responsiveness to this RFP and applying the evaluation criteria as specified below.

An Evaluation Score (ES) shall be assigned to each prospective bidder on the basis of the technical bid submitted. The technical evaluation score shall be based on the number of points that shall be awarded as per the following Evaluation Criteria table:

SI. No	Criteria	Basis for Evaluation	Max Marks	Supporting
	<b>COMPANY PROFILE</b>		<b>10</b>	
1.	Average annual turnover from consulting Services Work in last 3 financial years , as on March 31, 2013. (Turnover in Rs Crores)	Average turnover during last 3 years (in INR crs) <ul style="list-style-type: none"> <li>• &gt; 100 crores =10</li> <li>• 76 -100 crores = 8</li> <li>• 51-75 crores= 7</li> </ul>		Extracts from the audited Balance sheet and Profit & Loss;  OR  Certificate from the statutory auditor

Sl. No	Criteria	Basis for Evaluation	Max Marks	Supporting
	<b>RELEVANT STRENGTHS</b>		<b>45</b>	
2.	Proven and demonstrable experience in similar projects during last five years as on Mar 2014	<p>Number of global consulting projects for Central/ State Governments/PSUs in India related to Policy Advisory/ Business Climate and Investment/Business Promotion (each project carries 5 marks , Maximum marks for 5 no. of projects &amp; above ) – <b>25 marks</b></p> <p>Number of Indian consulting projects for Central/ State Governments in India related to Policy Advisory/ Business Climate and Investment promotion (each project carries 4 marks, Maximum marks for 5 no. of projects &amp; above ) – <b>20 marks</b></p>		Satisfactory work completion letters/certificates from the clients clearly showing the name and designation of the person who has signed the letter/certificate. The letter/certificate should also mention the telephone/mobile number and contact details of the client.
3.	Project Methodology, approach and work plan	<p>Bidder to provide planning, strategy, approach, methodology, and detailed work/activity plan, etc for scheme implementation within given timelines. – 20 Marks</p> <p>Appropriateness of presentation in highlighting needs and key points as per the RFP. – 10 Marks</p>	<b>30</b>	The bidders have to give a Technical presentation

Sl. No	Criteria	Basis for Evaluation	Max Marks	Supporting
4.	Resource Profile	<p><b>Sr Management Consultant - 5 Marks</b> (Qualifications as per the RFP)</p> <p>Experience of 10 years = 3 marks.</p> <p>Additional one mark each for each additional year of experience. Maximum marks for 12Yrs of experience &amp; above.</p> <p><b>Finance Consultant - 5 Marks</b></p> <p>Experience of 5 years = 3 marks.</p> <p>Additional one mark each for each additional year of experience. Maximum marks for 7 Yrs of experience &amp; above.</p> <p><b>Technology Consultant - 5 Marks</b></p> <p>Experience of 5 years = 3 marks.</p> <p>Additional one mark each for each additional year of experience. Maximum marks for 7 Yrs of experience &amp; above.</p>	15	

Depending on the evaluation methodology mentioned above, each Technical Bid will be assigned a technical score (TS) out of a maximum of 100 points as per the aforementioned Technical Evaluation Criteria.

**The minimum technical score required to qualify for the financial evaluation is 70.**

After the technical evaluation is completed, the Client shall notify and intimate those bidders, whose proposals were considered non-responsive to the RFP and Terms of Reference or not qualified for the financial evaluation, indicating that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify the bidders, whose proposals have qualified for further evaluation, indicating the date and time set for opening the Financial Proposals. The notifications may be sent by facsimile or e-mail.

### **5.3 Finance Evaluation**

Only those bidders who qualify the Technical Evaluation shall be considered for Financial evaluation. The Financial Proposals of such bidders shall be opened in the presence of the bidders' representatives who choose to attend. The name of the Bidder, the technical scores, and the proposed price shall be read aloud.

The bidder should be careful in submitting the financial proposal. The evaluation committee will take the **total amount quoted in financial bid format (section 7.3 B)** as the final bid value.

### **5.4 Final Evaluation**

The bidder with lowest financial bid (L1) will be awarded for the project.

## **6. Contractual Clauses**

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

### **6.1. Term of Contract**

This will include the period required to deliver the deliverables and other services specified in the terms of reference.

### **6.2. Norms Governing Service Delivery**

- Provide necessary performance guarantees on signing of the agreement;
- Shall deliver the services in a professional manner commensurate with accepted industry practices.



- Consultant shall establish a formal team structure with a named team leader who will serve as single point of contact and staff with competent resources to provide effective and expert service delivery, in tune of requirements;
- To ensure knowledge continuity, consultant agrees no changes to their key personnel for the duration of the engagement. However in very exceptional circumstances based on genuine constraints, changes would be permitted with prior written concurrence. All substitutions to be made with person with at least equivalent skills and experience;
- Provide a roadmap and project plan for this engagement, describing clearly the responsibilities, timelines, dependencies, milestones and risks;
- Establish the structure and frequency of reporting to DEPARTMENT on the progress of the engagement;
- Facilitate decisions and proactively support resolution of issues that are pertinent to the scope of this engagement.

### **6.3. Confidentiality**

Bidder and its agents shall exercise professionally reasonable care to maintain the required confidentiality and privacy with regard to Departmental data, wherever applicable.

The concerned agency and all its deployed consultants shall retain exclusive intellectual property rights to all the information or leads or artefact to which OCAC/Department of IT has sovereign rights.

### **6.4 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.

### **6.5 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 endeavours. 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 Commissioner-cum-Secretary to Government, IT Department, and 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.

## **6.6 Governing Law and Jurisdiction**

This agreement and all questions of its interpretation shall be construed in accordance with the Laws of India with the Courts at Cuttack (High Court) having jurisdiction.

## **6.7 Termination of the contract**

Termination of the contract by OCAC by not less than thirty (30) days' written notice of termination to the Agency in operation, to be given after the occurrence of any of the events specified as mentioned below:

- Failure in the performance of its obligations continuously for 3 months.
- Becomes insolvent or bankrupt or black listed by any Statutory organisation or Department.
- Any document, information, data or statement submitted by the agency in its Proposals, based on which the Consultants was considered eligible or successful, is found to be false, incorrect or misleading;
- OCAC in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

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 and the payment to the agencies will be settled within 45 days of the termination of the contract.

The agency on transit period will work to transfer all the resources and knowledge's out of the project as per the requirement of the Nodal Department.

## 6.8 Penalty

- During execution of the Project, shortcomings/ deficiencies over the agreed terms, if any, are found, then a penalty @ 0.5% of the total annual contract value per week (subject to maximum of 5%) shall be imposed by OCAC after which contract may be cancelled. For this a part of week is considered as full week.
- After expiry of 7 calendar days of exit of manpower deployed, a penalty of Rs.1,000/- (Rupees One Thousand Only) per working day per personnel will also be imposed till suitable replacement is not being provided by the bidder.
- The penalty per personnel would be imposed if a personnel who has not resigned and is removed from the project by the bidder without approval of OCAC.
  - (i) If removed within 6 Months : Rs. 50,000/- (Rupees Fifty Thousand Only) /person
  - (ii) From 6 months to 1 Year- Rs.30,000/- (Rupees Thirty Thousand Only)/person

## 6.9 Intellectual Property Rights

- The Intellectual Property Rights of all the database, programs, source-code, reports, formats etc. developed/created for this project would vest in OCAC.
- Any website, web-space, website registration, database servers etc. developed / created for this project shall be purchased / registered in the name of OCAC and OCAC would have full right to control the information put on the same.
- For operating the above mentioned system, the Firm/Company, (as the operator or facilitators of the system) would be given appropriate rights to use the information, databases etc.

## Part 7: Appendices

### 7.1 Formats for submission of proposal (On Company Letter Pad)

#### To

The General Manager ( Admin)  
Odisha Computer Application Centre  
Plot No. - N-1/7-D, Acharya Vihar  
P.O.- RRL, Bhubaneswar - 751013

Sub: Engagement of Consultant to set up the PIU for implementation of ICT policy 2014 and promotion of IT, ITeS and ESDM sectors in Odisha.

**Sir,**

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated \_\_\_\_\_, and our proposal. We are hereby submitting our proposal, which includes this Technical proposal, and a Financial Proposal sealed under a separate envelope. Our proposal is binding upon us. We understand, you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorised Signatory,

Name and Title of Signatory with official seal,

Name of the Firm:

Address:

Telephone No:

Fax No:

E-mail:

## 7.2 Financial Proposal Submission Form (On Company Letter Pad)

FROM : (Name of the Firm)	TO ( Name and Address of the Client )

**Sir,**

Subject : Engagement of Consultant to set up the PIU for implementation of ICT policy 2014 and promotion of IT, ITeS and ESDM sectors in Odisha.

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated [Date], and our proposal (technical and Financial Proposals).

Our attached financial proposal as is provides person month rates for various levels of personnel that may be applied during the project duration. We understand that this amount is subject to deduction of tax at source as provided under applicable law. Any variation in taxes rates during the contract tenure will be to the client's account supported by relevant documents.

Any other cost to execute the assignment will be decided as per actual or as per the decision of the authority.

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 solemnly affirm that we will strictly adhere to the laws against fraud, corruption and unethical practices, including but not limited to "Prevention of Corruption Act, 1988", during the bidding process and execution of the contract, in case we are awarded the work.

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

We remain,

Yours sincerely,

Authorized Signatory with official seal

Name and Title of Signatory,

Name of the Firm & Address.

## 7.3-A

## Financial Bid Format

Level	Relevant Years of Experience	Monthly rate	Taxes	Gross Monthly Rate (Rs.)	Yearly Increment (%)
Sr. Management Consultant					
Finance Consultant					
Technical Consultant					
Others if any					
			<b>Total (Rs.)</b>		

\*Year wise increment subject to the evaluation of performance

## 7.3- B

Level	Year 1		Year 2		Year 3		Consolidated (Y1,Y2,Y3)		Total (Rs.)
	Salary	Tax	Salary	Tax	Salary	Tax	Salary	Tax	
Sr. Management Consultant									
Finance Consultant									
Technical Consultant									
<b>Total ( INR)</b>									

**7.4 Format for Curriculum Vitae (CV) for Manpower proposed**

IMPORTANT NOTE: Please limit each CV to two pages

Proposed position:

Area of work:

Name of the Firm:

Name of the Staff:

Designation in the Firm/Entity:

Date of Birth and Nationality:

No. of years with Firm/Entity \_\_\_\_\_

Total Experience \_\_\_\_\_

Relevant Year of Experience \_\_\_\_\_

Membership in Professional Societies: \_\_\_\_\_

Proficiency in English Language: \_\_\_\_\_

Educational Background:

College/University/Professional Education with institution	Year of Completion	Name of the degree/Diploma obtained

Employment Record:

[Starting with present job, list in reverse chronological order employment data, listing positions held, dates, name of employer, job title and locations of work. Provide very briefly the types of activities performed during the most recent ten year period]

Competencies, Achievements and Relevant Experience

[Give a description of staff member’s in-depth and successful experience in maximum five assignments most pertinent to tasks on this assignment. Details required are as under:

Name and Objective of Assignment, Role on the assignment, Year and Duration of assignment, Location, Name of Client and a description of the key activities performed by the staff member and staff member’s contribution to the project.]

Briefly List Publications, Awards, etc.

### 7.5 Project Citation Format

Using the format below, provide information on each reference assignment for which your organization, either individually or as a within an association (or consortium), was legally contracted. A client certificate should support each reference assignment.

Assignment Name	
Name of the Client along with name and designation of Project Coordinator from the Client Organization :  (May be used for referencing)	
Address, phone and email ID	
Type of customer & industry: (such as Government, Private, etc. along with type of industry focus, if applicable)	
Start Date & Duration of Engagement  Current Status	
Approx. Value of engagement / services	
Whether involved independently or as a consortium (with details of prime or sub-contracting relationship, partner names, etc. along with the specific positioning of your organization in the consortium)	
Narrative Description of Project and objectives of the project/engagement.	
Nature of Services Provided (by your organization)	
Name of the Senior Staff (Project Director/Coordinator, Team	



Leader) involved and functions performed.	
Professional Staff: Team Size and approximate effort provided by your organization	
Description of Actual Services Provided by Your Staff:	
Others if any	