

Tender Document

For
Modification, Maintenance and Hosting of
Web Portal of OERC (www.orienc.org)
along with Mission-Critical Applications on Oracle
For a period of 2 years

RFP Reference No: ENGG/IT/26/2019/

Dated: 09/12/2019



ODISHA ELECTRICITY REGULATORY COMMISSION
BIDYUT NIYAMAK BHAVAN, UNIT – VIII
BHUBANESWAR – 751 012
PBX : (0674) 2393097, 2396117
FAX : (0674) 2395781, 2393306
E-mail : orienc@gmail.com
Website : www.orienc.org

CONTENTS

Sl. No.	Items	Page
	Disclaimer	5
	Definitions & Abbreviations	5
1	About OERC	6
2	Purpose of this Document/Project Details	6
3	Bidding Process	7
4	General Information and Instruction to the Bidders	8
5	Price Quotation	10
6	Acceptance of Offer	11
7	Evaluation Process (QCBS) : Quality and Cost Based Selection System	11
8	Scope of Work	12
9	Terms and Conditions	16
10	Pre-Qualification	18
11	Technical Qualification	19
12	Preparation of BIDS	20
13	Pre-qualification & Technical bid	20
14	Financial BID	20
15	BID Prices	20
16	Formats and Signing of BID	20
17	Submission of BID	21
18	Deadline for Submission of BID	21
19	The Technical bid shall consist of:	22
20	General Clauses	22
21	Intellectual Property Rights	23

Sl. No.	Items	Page
22	Applicable Law	23
23	Performance Security	23
24	Governing Language	24
25	Consortium	24
26	Penalty Clause / Liquidated Damage	24
27	Prices	24
28	Subcontracts	24
29	Delays in the Bidder's Performance	25
30	Termination for Default	25
31	Termination for Convenience	26
32	Termination for Insolvency	26
33	Suspension	26
34	Confidentiality	26
35	Force Majeure	27
36	Resolution of Disputes	28
37	Legal Jurisdiction	28
38	Local Conditions	28
39	Responsibilities of the Successful Bidder	28
40	Interpretation	29
41	Quotation Formats	29
42	Payment Terms	30
	Form I : Bid Form	31
	Form II: Checklist	32

Sl. No.	Items	Page
	Form III: Particulars and Qualifications of the bidders	33
	Form IV: Duly authenticated list of full time Technical Personnel	36
	Form V: Pre-Qualification Bid Checklist	37
	Form VI: Blacklisting Format	38
	Form VII : List of Satisfactory Performance Report from Clients	39
	Form VIII: Undertaking (on Rs.10 Non Judicial stamp duly notarized)	40
	Form IX : Genuineness of the information	41
	Form X: Bid Price Format (To be enclosed in Price Bid)	42
	Form XI : Price Bid	44
	Form XII: Performance Bank Guarantee	45

Disclaimer

This Tender is not an offer by the Odisha Electricity Regulatory Commission, but an invitation to receive offer from vendors. No contractual obligation whatsoever shall arise from the tender process unless and until a formal contract is signed and executed by duly authorized Officers of the OERC with the vendor.

Definitions & Interpretations

The following bold/capitalized terms used in terms & conditions shall have the meanings set forth hereunder for the convenience of reference for this contract:

'**Agreement**' means this agreement, together with the schedules attached hereto;

'**OERC**' means the Odisha Electricity Regulatory Commission located at Bhubaneswar India, acting through the Secretary.

'**Bid**' means the Pre-Qualification, Technical, and Financial bids

'**EMD**' Earnest Money Deposit

'**Commission**' means the OERC located at Bhubaneswar, acting through the Secretary.

'**Tender**' means the Request for Proposal floated by OERC due for submission on 30th December 2019 (up to 3.00 PM), issued by OERC inviting bids from various companies for the Modification, Maintenance and Hosting of Web Portal for OERC, Bhubaneswar.

1. About OERC

An important component of power sector reform under the aegis of the OER Act, 1995 was to establish an independent autonomous regulator. In accordance, the Odisha Electricity Regulatory Commission was founded in 1995. However, it became functional on 01.8.1996 with the joining of its three members, as the pioneer electricity regulators of the country.

The Odisha Electricity Regulatory Commission (OERC) is committed to fulfill its mandate for creating an efficient and economically viable electricity industry in the State. It balances the interests of all stakeholders while fulfilling its primary responsibility to ensure safe and reliable supply of power at reasonable rates. It is guided by the principles of good governance such as transparency, accountability, predictability, equitability and participation in discharge of its functions. It safeguards the interests of the State while giving a fair deal to the consumers.

The OERC is a three-member Commission headed by the Chairperson. The Commission has four Divisions namely, Tariff, Engineering, Regulatory Affairs and Secretariat Division. Tariff Division is entrusted upon the responsibilities of assisting the Commission in preparing various Tariffs and/or Commercial Orders based on applications of licensees, generators, consumers, government and other stakeholders. Engineering Division assists the Commission in monitoring technical performance of the Utilities under various technical parameters, including License Conditions and Performance Standards. The Commission is assisted by Regulatory Affairs Division on all legal matters. This Division renders necessary legal advice to the Commission and with help of advocates represents the Commission in various Courts, Fora and Tribunals. The Secretariat Division assists the Commission in day-to-day administrative functioning. It is the repository of the Commission's order and records and carries out all correspondences on behalf of the Commission. This Division authenticates all the orders passed by the Commission. A State Advisory Committee (SAC) is functional and its meetings are held in OERC once in a quarter to discuss various practical issues facing the licensees/consumers/other stakeholders. The Commission benefits by interacting with the Members of the SAC, who represent every corner of the State.

2. Purpose of this Document/Project Details :

RFP for Modification, Maintenance and Hosting of Web Portal for OERC, Bhubaneswar along with Mission-critical applications on Oracle for the period of 2 years.

3. Bidding Process

Invitation for Bids

Name of Work/Project	RFP for Modification, Maintenance and Hosting of Web Portal for OERC, Bhubaneswar along with mission-critical applications on Oracle for the period of 2 years.
RFP Reference No:	ENGG/IT/26/2019/
Earnest Money	Rs. 30,000/- in the form of Demand Draft/Banker cheque from a scheduled PSU Bank in favour of of “OERC FUND”, payable at Bhubaneswar valid up to 90 days.
Tender Fee/Cost	Rs 1000/- (Non Refundable) in the form of Demand Draft/Banker cheque from a scheduled PSU Bank in favour of “OERC FUND”, payable at Bhubaneswar valid up to 90 days.
Date of availability of RFP document on the Website: www.orierc.org	09th December 2019
Last Date & time of technical and financial bid submission	30th December 2019 by 3 PM
Date and Time of Opening PQ and Technical Bid	30th December 2019 at 4 PM
Last Date and time for seeking clarification in writing to the e-mail ID: orierc@gmail.com before Pre-bid meeting	16th December 2019
Date , time and location of Pre-bid Meeting	19th December 2019 at 11.30 AM OERC, Bhubaneswar
Date of Technical Presentation	To be informed to the qualified bidders
Date of opening of Financial Bid	To be informed to the qualified bidders
Place of bid submission and opening	OERC, Bhubaneswar

The bid document with all information relating to the bidding process including cost of bid document EMDs, Pre-qualification criteria and terms & conditions are available in the website: www.orierc.org. The Authority reserves the right to accept/ reject any part thereof or all the bids without assigning any reason thereof.

4. General Information and Instruction to the Bidders

Submission of offers

The Vender shall submit their proposals in two parts (i) Technical Bid and (ii) Financial Bid

- a) The tender/RFP is a “Two Bid’ document. The **technical Bid** should contain all the relevant information and desired enclosures in the prescribed format along with Earnest Money Deposit (EMD) and tender Fee/Cost. The **financial Bid** should contain only price Bid Form - IX. In case, any bidder encloses the financial bid within technical bid, the same shall be rejected summarily.
- b) All information called for in the enclosed forms should be furnished against the respective columns in the forms. If information is furnished in a separate document, reference to the same should be given against respective columns in such cases. If any particular query is not applicable, it should be stated as “**Not Applicable**”. However, the bidders are cautioned that not giving complete information called for in the tender forms or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information may result in the bidder being summarily disqualified.
- c) There should not be any overwriting or cutting or interpolation. Correction, if any, shall be made by neatly crossing out, initialing, dating and rewriting. **The name and signature of bidder’s authorized person should be recorded** on each page of the application. All pages of the tender document shall be numbered and submitted as a package along with forwarding letter on agency’s letter head.
- d) Bidders must keep their offer open for a minimum period of 120 days from the date of opening of the tender, within which the bidders cannot withdraw their offer. However, subject to the period may be extended further, if required, by mutual agreement from time to time.
- e) Reference, information and certificates from the respective clients certifying technical, delivery and execution capability of the bidder should be signed and the contact numbers of all such clients should be mentioned OERC may also independently seek information regarding the performance from the clients.
- f) The bidder is advised to attach any additional information, which he/she thinks is necessary in regard to his/her capabilities to establish that the bidder is capable in all respects to successfully complete the envisaged work. He/She is however, advised not to attach superfluous information.
- g) No further information will be entertained after tender document is submitted, unless the

Commission calls for it.

- h) Incorrect or misleading information: If the bidder deliberately gives incorrect or misleading information in their tender or wrongfully creates circumstances for the acceptance of the tender, OERC reserves the right to reject such a tender at any stage and appropriate administrative action would be taken as per rule at the Commission.
- i) All explanatory remarks and clarifications, which the Bidder may desire to make, must be, incorporated in the offer form, failing which the remarks / clarifications shall be ignored and the tender dealt with as it stands.
- j) Even though bidder / agency may satisfy the qualifying criteria, it is liable to disqualification if it has record of poor performance or not able to understand the scope of work etc.
- k) Prospective bidders may seek clarification regarding the project and/ or the requirements for pre-qualification through email id: oriere@gmail.com till 16th December 2019 from OERC, Bhubaneswar.
- l) The tender document has to be downloaded from Commission's web site (www.oriere.org) and be submitted along with a fee of Rs. 1,000/- (non refundable) in form of demand draft in favor of "OERC FUND" payable at Bhubaneswar or *Bidder registered under MSME / NSIC or have Udyog Aadhar Memorandum certification under Micro & Small Enterprises of Service industry then exemption will be allowed on Tender fee/cost*. The Technical and Financial bids should be kept separately in sealed envelopes and both of these envelopes should be kept in one envelope super-scribing "Tender for Modification, Maintenance and Hosting of OERC Web Portal" so as to reach Secretary, OERC, Bhubaneswar by 30th December 2019 (up to 3.00 PM). Late tenders shall not be accepted. The technical bid shall be opened as per schedule mentioned in Bid Opening Clause in presence of the bidders.
- m) Offers only can be submitted by hand; no other mode of Bid submission is accepted by OERC, Bhubaneswar
- n) Offers not submitted in the standard formats given in the tender document will be summarily rejected.
- o) The payment shall be in Indian Rupees and shall be paid only after successful completion of work. No advance will be paid by OERC to successful bidder. Payment shall be made and the successful bidder has to sign an agreement on non-judicial stamp paper which shall contain clauses related to liquidated damages on account of delays, errors, cost and time over- run etc. In

case the bidder fails to execute the contract, the OERC shall have liberty to get it done through any other agency with full cost recoverable from the bidder in addition to damages and penalty.

- p) Bidders are neither allowed to join hands to participate in the tender nor allowed to submit multiple bids. In case of detection of such, their bid (s) is/are liable to be rejected. Bidding through consortium is not allowed, **No Consortium Bidding is allowed for this project/Tender/RFP.**
- q) The Secretary, OERC reserves right to award the work/cancel the award without assigning any reason. In case of differences, if any, the decision of the Secretary, OERC shall be final. The work can be awarded to one or more agencies if need arises. Initially the contract will be for two year extendable for another one year at the discretion of competent authority. The contract can be terminated at any time if found unsatisfactory service. Separate Agreement shall be executed in this regard on finalization of tender with successful bidder.

5. Price Quotation

- a) The bidder shall indicate the prices/rates as specified in the quotation format.
- b) The bidders should quote their most competitive prices/rates and it should be noted that their quotations would not ordinarily be subject to further negotiations. Negotiations may however, be carried out as per rules and instructions on the subject at the discretion of the Secretary, OERC, Bhubaneswar.
- c) All prices/rates should be clearly written both in figures and in words. Failure to write prices/rates both in figures and in words shall render the tender liable for rejection. Bidders should avoid alterations / corrections in the prices/rates submitted by them. However, if alterations / corrections in prices/rates are inescapable each alteration / correction should be indicated both in figures and words and duly attested under the full signature of the Bidder/Authorized Signatory.
- d) Security Deposit/EMD In case of a discrepancy between the prices/rates in figures and words, the prices/rates in words will be considered correct.
- e) The prices/rates quoted shall be firm throughout the period of the validity of the offer and subsequently during the currency of the contract and shall not be subject to any variation/revision.
- f) The bidder should enclose EMD of Rs.30,000/- (Rupees Thirty Thousand only) in the form of Demand Draft drawn in favour of "OERC FUND" and payable at Bhubaneswar, with the Technical proposal/bid or *Bidder registered under MSME / NSIC or have Udyog Aadhar Memorandum certification under Micro & Small Enterprises of Service industry then exemption will be allowed on Tender fee/cost*

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- g) The tenders without EMD (except those having exemption from depositing EMD) shall be summarily rejected.
 - h) The successful bidder shall be required to deposit Performance Bank Guarantee equivalent to 20% of total contract value to the OERC or Rs.1,00,000 (Rupees One lakh only) whichever is higher before release of his EMD.
 - i) Earnest money will be returned to unsuccessful bidders without interest after award of contract or setting aside the tender, as the case may be. However, the Earnest money of successful bidder will be returned after submitting the performance bank guarantee.
 - j) Earnest money will be forfeited if the bidder unilaterally withdraws the offer, or unilaterally amends, impairs or rescinds the offer within the period of its validity.

6. Acceptance of Offer

OERC reserves the right to accept any bid under this tender in full or in part, or to reject any bid or all bids without assigning any reason.

7. Evaluation Process (QCBS) : Quality and Cost Based Selection System

- I. Bids from firms shall be evaluated pursuant to Pre-Qualification criteria (refer Sec. 10 of this document) by the Committee of the Commission. Those firms who satisfy the Pre-Qualification criteria will qualify for further evaluation.
- II. The qualifying firms would be called for making a brief presentation (15 minutes each) before the Evaluation Committee at OERC highlighting background of their firm, quality of persons to be engaged for the work, relevant experience in the field of Software Development/large web portal/mobile application development, approach & methodology of development, implementation plan and features of proposed tools & technology. The presentation will provide an opportunity to assess the understanding of the firms about the scope of work and its execution and also, cross-check the claims / points made by the firms in their bids.
- III. Each offer will be evaluated against the **70-30** criteria. This means 70% weightage will be given to Technical Evaluation and 30% to Financial / Price quote.
- IV. The score on technical evaluation will be given as per the technical qualification criteria outlined in Sec. 11 in this document. Please note that a **firm scoring less than 60 on technical evaluation will not be considered.**

V. The financial evaluation will be made for the firms who score minimum of 60 in the technical evaluation. The financial evaluation will be made by assigning highest score to the lowest quote and the other firms will be assigned scores relatively. The final score will be assigned by taking into account relative weights of 30 % for financial quote and 70 % for Technical Score according to the following formula:

$$\text{Final Score (S) of A} = 70 * [\text{Tech Score of A} / \text{Highest Technical Score}] + 30 * [\text{Lowest Financial Quote} / \text{Financial Quote of A}]$$

VI. The firm obtaining the highest final score in evaluation of technical and financial evaluation as per above will be ranked H-1 and other firms according to merit order. In case of a tie in the highest final score, the party with higher technical score will be ranked H-1. Bidder securing highest final score and ranked H-1 shall be recommended for award of contract.

8. Scope of Work

The scope of work for the Selected Bidder during the period of contract/ engagement shall include:

- (i) **Modification of the existing OERC Website (www.orienc.org) with some advanced features**
 - (ii) **Maintenance, Support and Hosting of the refurbished website of OERC for 2 years**
- (i) **Modification of the existing OERC Website with following features:**
1. **Web technology & Security up gradation** - The website will be modified using latest & best suited technology and The CMS (Content Management System) will be designed as an integrated application. CMS will have all the facility to manage (view, edit, delete, publish) content of the website. User will have facility to create page, menu etc. The modification carried out on the website should be as per GIGW (Guidelines for Indian Govt. Websites). The site should get audited by a Cert-In empanelled vendor and EV SSL certificate for 2 years need to be obtained.
 2. **Complete website look & feel change with highly responsive web pages** – The website should be designed in such a way that it could be able to support the entire basic platform. The website will be designed to accommodate any devices like desktop, laptop, tablet and

mobile. The website must support major browsers like Google Chrome, Mozilla Firefox, Safari.

3. **Dynamic user and role management system** - CMS will have inbuilt facility to create multiple number of users to manipulate with content of the website with access rights under various roles like administrator, contributor, etc. User shall be authenticated via simple user name and password. There will be various privileges associated with the users and the levels.
4. **Banner management** - CMS will provide facility to upload banner images for the desired pages. Flashy images would be uploaded under the banner section which would provide more attractive look and feel to the website.
5. **Image & video management** - CMS will have the facility to create category for video and images and uploading as many numbers of videos or images under a particular category. Media (image or video) management is to manage media files like images, videos, pdf etc. CMS will facilitate drag and drop option to upload media into the uploader to add it to the portal. Add alt text, captions, and titles, and insert images and galleries into content along with editing tool.
6. **Feedback management** - CMS will have facility to view feedbacks or suggestions received with provision to reply on a particular feedback or suggestions with provision to publish best feedbacks. Any visitor of website who submitted their feedback or suggestions through the website will have the provision to view in the CMS feedback section. The admin or authorized users will have the access to the page who could be able to reply a particular responses received from the visitors.
7. **Social media integration like You tube & Twitter along with Face book** - Social media integration like you tube & twitter along with face book. Social media integration is the syncing of all social media profiles (Face book, Twitter, Other sites) on various social media platforms and aligning their functionality with that of OERC Web Portal. Social media platforms need to be identified that are right for Popularity. Once identified and integrated it can have a positive effect on building traffic for the website. Simple things like installing sharing tools will allow a visitor to share what they're reading with others via social networking. This helps spread the portal image over the web.

8. **Internal & external page banner** - Website will have the banner images both in landing page (Home page) and internal pages. The CMS should provide dynamic feature for uploading a banner image with basic tools like cropping & resizing facility for the images. The user could be able to link a particular banner images with the pages.
9. **Photo & video gallery** - Website will have photo and video galleries. The galleries further consist of categories under which relevant images or videos could be placed with view in zoom mode facility. The CMS should have the provision to create categories and upload multiple images at a time under a particular gallery.
10. **Visitor feedback facility** - Visitors of the website could able to submit their feedback or suggestions regarding website or consumer services, etc. The visitor's feedback management online services are web applications that allow OERC, Bhubaneswar to manage user suggestions and complaints in a structured fashion.
11. **Visitors count** - It will display the number of visitors of the website. A web counter should be provided in the website to view the visitors' statistics. The web counter should be very specific with the visitors of the website with auto reorganization of users.
12. **Migration of Programs & Data** – The programs & data from the existing server (especially related to Case Tracking System, System on GRFs etc. on Oracle Platform) need to be migrated.

Mobile App

1. The existing web-based Case Tracking System (CTS) needs to be suitably modified so that the same functionality would be available on a mobile (android / ios platform) in a user-friendly way.

The modifications to the existing website, as outlined above, should get incorporated and go live within three months of the bidder's receipt of notification of award.

(ii) Maintenance, Support and Hosting of the refurbished website of OERC for 2 years

OERC wishes to lease server space of **500 GB** with the services and facilities mentioned at (i) above for two years. This space on the web server should be on a high bandwidth internet backbone in order to host its existing portal (www.orierc.org) and deploy the on-going systems e.g. CTS etc. on Oracle Database. This will call for transfer/migration of the complete portal along with installation of Oracle Database as well as the existing applications currently running on existing portal to new

web server. Eventually, this leased server space shall lodge the data warehouse of the power sector of Odisha. The vendor is required to provide the following facilities and services under the given terms and conditions.

Required Facilities & Services :

1. Web Server : The Web Server should be a dedicated one with Oracle hosting having a minimum configuration of 4 core, 500 GB hard disk and 8 GB RAM and have a dedicated bandwidth of minimum 100 Mbps. The server should be hosted in India as per GIGW (Guidelines for Indian Govt. Websites).
2. H/W & S/W : Maintenance of hardware and software to be taken up by
Maintenance the vendor on a regular basis such that the server is available 24/7 & 365 days a year with a 99.90% guaranteed up time.
RAID Configuration / Mirroring should be used to minimize the loss of data.
It is emphasized that non-availability of the applications due to slow response time or server break-down or otherwise shall not be tolerated. A penalty of Rs.1000/- will be levied on the vendor for each day of non-availability of the database or the applications present therein. Please note that a total of 6 hours or more of non-availability in a day will be construed as a day of non-availability. Moreover, OERC reserves the right to cancel this contract if the Server or the applications therein are not available for more than 3 days continuously.
3. Database : The vendor shall be responsible for making the database
Maintenance available. OERC will provide the licensed copy for Oracle 10g Application Server and Oracle 10g Database.
Moreover, the database should be properly tuned for a better performance. Though backup of the database is OERC's responsibility, the vendor should provide technical support for recovery, if required.
4. Website : Updating of existing pages, applications and changes in website
Maintenance as suggested by OERC from time to time, uploading of recent orders, regulations etc

5. Renewal of : Domain name of OERC, www.orierc.org may be renewed for 2 years.
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Domain name

6. Support Service: 24 hours on-line support service should be available.
OERC should have full access to the server remotely as an Administrator and can upload/download data to the server using FTP.

9. Terms and Conditions

1. After selection of the bidder through QCBS method, as given in Clause 7, and after obtaining internal approvals and prior to expiration of the period of bid validity, OERC will send Notification of Award / Purchase Order to the selected Bidder. Once the selected Bidder accepts the Notification of Award the selected Bidder shall furnish the Performance Bank Guarantee to OERC as per given format.
 2. The term of the Notification of Award/Purchase Order shall be for a period of 2 years. However at any point of time, OERC at its sole discretion may terminate the contract with a notice of 90 days. In such case OERC will not pay any penalty for termination by convenience.
 3. Within 7 days of receipt of Notification of Award/Purchase Order the successful Bidder shall send the acceptance
 4. Failure of the successful Bidder to comply with the above requirements shall constitute sufficient grounds for the annulment of the award.
 5. Upon the successful Bidder accepting the Purchase Order and signing the contract, OERC will promptly notify each unsuccessful Bidder and will discharge all remaining EMDs.
- A. **Performance Bank Guarantee (PBG):** The successful bidder will provide Bank Guarantee to OERC of amount of Rs.1,00,000/- (Rupees One Lakh Only) for a period of 24 months from the date of acceptance of PO for performance warranty within 15 days after accepting the Purchase Order. Performance bank guarantee should be submitted in the format given in Form-XII. OERC reserves the right to amend/ modify/ delete all or any of the terms set out in the said draft agreement.

The PBG should remain valid till the end of the contract and claim period should be 2 months from the date of expiry of the said BG.

B. Taxes and Duties:

All taxes, if any, shall be deducted at source as per then prevailing rates at the time of release of

payments.

Prices shall be inclusive of all taxes, duties, charges and levies of State or Central Governments as applicable. Octroi, if any, shall be reimbursed to bidder by OERC at actual on production of original receipt.

The bidder shall meet the requirements of Goods & Services Tax (GST).

C. Price:

1. Price quoted shall be in Indian Rupees.
2. The contract shall be awarded on Lump Sum (Firm, Fixed Price) basis.
3. The vendors should quote rates inclusive of all costs but exclusive of GST.
4. There shall be no escalation in the prices once the prices are fixed and agreed to by OERC and the vendor. But, any benefit arising out of any subsequent reduction in the prices due to reduction in duty & taxes after the prices are fixed and before the agreement should be passed on to OERC.
5. The prices should be valid for minimum 4 months from the date of RFP submission.
6. There shall be no increase in price for any reason whatsoever and therefore no request for any escalation of the cost /price shall be entertained. But, any benefit arising out of any subsequent reduction in the prices due to reduction in taxes should be passed on to the Company.

D. Product Upgrades:

At any time during term of the purchase order / performance of the RFP/Contract, should technological advances be introduced by the OEM/ Bidder for information technologies originally offered by the bidder in its bid and still to be delivered, the bidder shall be obliged to offer to OERC the latest version of the available technologies having equal or better performance or functionality at the same or lesser unit prices.

E. Confidentiality:

The Bidder shall treat the details of the documents as secret and confidential. **In the event of disclosure of Confidential Information to a third party in violation of the provisions of this Clause, the defaulting party shall use all reasonable endeavors to assist the supplying party in recovering and preventing such third party from using, selling or otherwise disseminating of such information.**

F. Note:

Optional/additional item cost can be used by OERC as and when required.

10. PRE QUALIFICATION

Sl No	Eligibility Criteria to Participate	Desired Documents
A. General Eligibility Criteria		
1	The prime service provider should be at least ISO 9001:2008/2015, 27001: 2013 Certified Company for IT/ICT/Software Development related projects	Copy of the valid relevant certificate
2	The service provider should have made a payment of Rs 1000/- (Rupees One thousand only) for the cost of the tender document	Original bank draft towards cost of tender paper
3	Submission of EMD of Rs.30,000/- (Rupees Thirty Thousand only) in shape of Demand Draft from a Nationalized Bank Or Bidder registered under MSME / NSIC or have Udyog Aadhar Memorandum certification under Micro & Small Enterprises of Service industry then exemption will be allowed on Bid Price.	Original Demand Draft of Rs.30,000/- (Rupees Thirty Thousand only) from any Nationalized Bank Or NSIC/MSME or Udyog Aadhar Memorandum Certificate.
4	The Organization should be registered under Indian Companies Registration Act, 1956	Company Registration Certificate
5	The service provider should be in the field of software development, design and implementation	Copy of the work orders with completion certificate from client or UAT .
6	Service Provider should have a minimum average annual turnover of Rs. 2 crore from Indian Operation only during the last 3 financial years (FY2016-17, 2017-18 & 2018 - 19). Supporting document from Company chartered Accountant must be attached, along with Audited Profit and Loss Statement should be attached along with the response document	Audited balance Sheet and P/L Statement for last 3 (three) financial years
7	Company should have a positive net-worth for the last 3 financial years	Certificate from CA
8	The Service Provider should not be under a declaration of ineligibility for corrupt and fraudulent practices nor should have been blacklisted by any Govt. or Govt. undertaking organizations at the time of submission of the bid	Self-declaration certificate signed by the authorized signatory
9	Company should be registered under Odisha GST .	GST Details of service provider (GST registration certificate) should be Submitted.
10	Company Should have presence in Odisha for last 5 years at least.	Relevant documents need to submitted
11	The service provider should have more than 20 software professional on its payroll	Copy of provident fund registration certificate and HR declaration Letter

Note: Bidder must comply with the above mentioned criteria. Non-compliance of any of the criteria can entail rejection of the offer. OERC reserves the right to verify/evaluate the claims made by the vendor independently. Any misrepresentation will entail rejection of the offer.

11. TECHNICAL QUALIFICATION

Criteria	Description	Maximum
Quality	<ul style="list-style-type: none"> ISO 9001:2008/2015 or ISO 27001: 2013-2.5 Marks CMMI L3- 2.5 Marks 	5
Turn over	<ul style="list-style-type: none"> Turnover -5 Average Annual Turnover for the last 3 financial years (FY 2016-17, 2017-18 & 2018 - 19) <ul style="list-style-type: none"> Between Rs.2 Crores to 10 Crores –2.5 Marks More than 10 Crores – 5 Marks 	5
Based on Past Projects by the Bidder	The bidder should have experience of at least TWO (02) projects of Software Development/large web portal/mobile application development for state/Central government/public sector organization in India , etc- 5 Marks for Each project work order/ completion/continuing certificate document to be provided	10
Based on Past Projects by the Bidder with value	The bidder should have experience of at least Three (03) projects of Software Development/large web portal/mobile application development with value of Rs 5 lakh or more (each project value) for state/Central government/public sector organization in India, etc- 5 Marks for Each project work order/ completion/continuing certificate document to be provided	15
Based on Past Projects by the Bidder on Oracle Platform	The bidder should have experience of at least TWO (02) projects of Software Development/large web portal/mobile application development on Oracle Platform for state/Central government/public sector organization in India , etc- 5 Marks for Each project work order/ completion/continuing certificate document to be provided	10
Experience & Presence in Odisha	The Bidder should have prior experience presence to provide software development and Web Portal experience in Odisha - 2 Marks Presence in Odisha – 3 Marks	5
Proposed solution	Work Plan Approach & Methodology, Domain Knowledge & Understand software solution's features in greater detail, Understand solution's fit to Client requirements	10
Presentation (Innovative Technology)	Innovative features/technologies with Proposed Tools & Technologies, System Integration architecture & Deployment Architecture, Approach & Methodology of development, Implementation Plan	30
Manpower to be Engaged/Company strength	Quality & Experience of Manpower to be Engaged in this Project - 5 Marks No of software Professionals on its payroll.(Enclose Employees EPF challan) Minimum 20- 2 Marks 21 to 100- 4 Marks More than 100 – 5 Marks	10
Total Mark		100

12. Preparation of BIDS

The bid prepared by the bidder shall comprise of (1) The Pre-qualification & Technical bid and (2) Financial bid.

13. Pre-qualification & Technical bid

The Technical Bid shall be submitted in envelop A which shall contain the following documents.

- A) Pre-qualification
- B) Technical Bid Document.

The Bid response should be having two Parts one is Pre –Qualification Criteria documents and Technical Bid document. However, RFP document fee & Bid Security each should be submitted in a separate envelop along with envelop for Technical Bid.

14. Financial BID

The Financial Bid shall contain:

- a. Bid Form
- b. Price Schedule

Note: All the documents submitted (whether original or photocopy) in the bid must be legible and signed and stamped by authorized signatory, otherwise the bid may be rejected.

15. BID Prices

- I. The bidder shall give the total composite price such as cost of software, installation, implementation, hosting, training, hand holding, customization etc. inclusive of GST. The offer shall be given in Indian Rupees. No foreign exchange shall be made available by OERC.
- II. The bidder shall quote only one price for each of the item / activity in the Financial Bid.
- III. The prices quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation is likely to be treated as non-responsive and rejected.

16. Formats and Signing of BID

- I. The bidder shall prepare the Technical and Financial bids separately.
- II. The copy of the Bid shall be typed or printed and all the pages numbered consecutively and shall be signed and stamped by the bidder or a person or persons duly authorized to bind the bidder to the contract. The letter of authorization shall be accompanied with written power-of-attorney. All pages of the original bid shall be signed and stamped by the person or persons authorized for signing the bid. The bids submitted shall be sealed properly.

- III. The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons authorized for signing the bid.

17. Submission of BID

- I. The bidder shall seal the Technical Bid and the Financial Bid in separate envelopes and keep them in a bigger sealed envelope. The Technical Bid shall bear the name “**TECHNICAL Bid of Tender No: ENGG/IT/26/2019/ Dated: 09/12/2019**” on the envelope, while the Financial Bid shall bear the name “**FINANCIAL Bid of Tender No: ENGG/IT/26/2019/ Dated: 09/12/2019**” on the envelope for avoiding any mismatch.
- II. The Technical and the Financial Bid should contain documents as laid down. The bigger sealed envelope containing the Technical and the Financial Bid in separate sealed envelopes shall be addressed to the Purchaser at the following address:
- Secretary,
Odisha Electricity Regulatory Commission,
Plot No. – 4, Chunokoli,
Sailashree Vihar, Chandrasekharpur,
Bhubaneswar - 751021
- III. All the envelopes shall bear the **Tender name, the Tender No. ENGG/IT/26/2019/ Dated: 09/12/2019**”
- IV. The envelopes shall indicate the name and address of the bidders to enable the bid to be returned unopened in case it is received late.
- V. Tender may be sent by Registered Post/ Speed Post/ Courier on or before due date and time. The responsibility for ensuring that the tenders are delivered in time would rest with the bidder
- VI. The Purchaser shall not be responsible if the bids are delivered in late or elsewhere.
- VII. If the envelopes are not sealed and marked as required the bid may be rejected.

18. Deadline for Submission of BID

Bid must be received by OERC at the address specified in Bid Document not later than the specified date and time as specified in Bid Document. In event of the specified date for submission of bids being declared a holiday for the Purchaser, the bids will be received up to appointed time on next working day. OERC may, at its discretion, extend this deadline for submission of bids by amending the bid documents, in which case all rights and obligations of OERC and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

Any bid received after the deadline for submission of bid prescribed by OERC will be rejected and/or returned unopened to the Bidder, if bidder desires so.

19. The Technical bid shall consist of:

- I. Technical information as desired in prescribed format under Form – I to Form XI
- II. The Price/Financial bid as per Form – XI shall be sealed separately in envelope as shall be in accordance terms in tender document.
- III. Duly signed copies of Quality and Security certification.
- IV. EMD/Security deposit.
- V. A copy of bid document with all pages signed and stamped at the bottom by the bidders' authorized signatory.
- VI. Envelopes must be sealed and superscripted as required.

For details please see Form – II check list

20. General clauses

Standard of performance

The Bidder shall provide the services and carry out its other obligations under the agreement with due diligence, efficiency, economy, confidentiality, promptness and techniques. The Bidder shall adhere to professional, engineering and consulting standards recognized by international professional bodies while observing sound management, technical and engineering practices. It shall apply appropriate advanced technology and safe and effective methods during execution of this Project and shall always act in respect of any matter relating to this agreement, as faithful advisors to the OERC. The Bidder shall always support and safeguard the legitimate interests of the OERC, in any dealings with the third party.

The Bidder shall abide by the provisions of the legislation(s), related to the Information Technology, prevalent in this country.

The Hardware, Software and other services provided under this contract shall conform to the standards laid down in the Scope of Work

The security of the system should be foolproof and shall be treated “**not foolproof**”, where unauthorized persons being able to access/infiltrate in to the system. The system may be the application software or a process adopted by vendor.

The successful bidder shall be liable to the OERC for financial losses by way of some of system and process failure.

21. Intellectual Property Rights

No software or services covered by the contract shall be developed, sold, disposed or done by the Bidder in violation of any right whatsoever of third party, and in particular, but without prejudice to the generality of the foregoing of any patent right, trademark or similar right, or of any charge, mortgage or lien.

The Bidder shall warrant that there is no infringement of any patent or intellectual proprietary rights caused by the supply of IT Infrastructure and Software and the documents, which are subject matter of this project.

Intellectual Property right on source codes, database, designs etc. all remains with OERC and the vendor has to submit all kind of source code including designs and others to OERC.

22. Applicable Law

The contract shall be interpreted in accordance with the laws of the Union of India and the Government of Odisha.

Governing Law and Choice of Forum:

- I. The laws of India shall govern this project. Any suit, action or proceeding shall be confined to the exclusive jurisdiction of Courts at Bhubaneswar.
- II. Any suit/legal action filed by any third party on account of the supply made by the vendor against any item related/pertaining to this project shall be settled by the vendor at his own cost. OERC will NOT be a party to the same.

23. Performance Security:

- I. Within 7 days of the Bidder's receipt of notification of award, the Bidder shall furnish performance security of 20% of the annual contract or Rs.1,00,000 (Rupees One Lakh) whichever is higher as demanded by the OERC, valid up to 90 days after the date of completion of the contract.
- II. The performance security shall be payable to the OERC as compensation for any loss(es) resulting from the failure of the Bidder to meet out its obligations under the Contract. This shall be in addition to any other action/penalty taken by OERC for failure.
- III. The Performance Security shall be denominated in Indian Rupees and shall be in the form of A/C payee Bank Draft, issued by a Nationalized Bank, located in India. Such Performance Security will be valid only after its realization into OERC account.
- IV. Alternatively, the Bidder may also deposit this security in the form of Bank Guarantee of a Nationalized Bank, which is valid for the entire period in favor of the OERC

- V. The Performance Security will be discharged by the OERC and returned to the Bidder not later than 90 days following the date of completion of the Bidder's performance obligations.
- VI. In the event of any contract amendment, the Bidder shall, within 7 days of receipt of such an amendment furnish the amendment to performance security, rendering the same valid for duration of the contract as amended for further period of 90 days thereafter.

24. Governing Language

The bid & contract shall be written in English language. All correspondences and other documents pertaining to the contract, which are exchanged between the parties, shall be written in the English language.

25. Consortium

No consortium will be entertained by OERC. The bidder shall hold the full responsibility of the contract. Any consortium formed by the bidder at his end which was formed either to gain entry into the agreement with OERC or during the project for the execution of the agreement will be at the sole risk and responsibility of the bidder and would lead to rejection of tender or termination of contract with penalty.

26. Penalty Clause / Liquidated Damage:

If any of the stages specified, either not completed or not completed satisfactorily as per the approved time schedule, forming part of the contract agreement due to reasons solely and entirely attributable to the bidder and not in any way attributable to OERC, a penalty @ 1.0% of the bid value of the delayed stage of the item, per day (subject to maximum 20%) may be imposed and accordingly the time for the next stage be reduced by the OERC, to account for the delay.

If the delay adversely affects conduct of examination the security deposit/ performance security will be forfeited and other legal action would be initiated as per terms and conditions of contract. The OERC may rescind this part of the contract and shall be free to get it done from any other agency at the risk and cost of the Bidder.

27. Prices

The prices quoted for the items/services shall under no condition change during the period of agreement. The rates should be quoted for Secretary, OERC.

28. Subcontracts

The Bidder shall not without written consent of the OERC subcontract the awarded contract or part thereof.

29. Delays in the Bidder's Performance

The activities involved are time bound and it is expected that no extension of time for performance of any activity / activities will either be sought or given in this project.

However, if at any time during the course of the contract, the Bidder encounters conditions impeding the timely delivery of the items and the performance of the service, the Bidder shall promptly notify to the OERC in writing the fact of the delay, its likely duration and its cause(s).

The OERC will evaluate the situation and in the exceptional circumstances and in the interest of work may extend the Bidder's time for execution of said item of work, But in no case extension shall be granted having adverse effect on scheduled of maintenance of Web Portal

30. Termination for Default

Either Party may, without prejudice to any other course of action for breach of contract, by written notice of 90 days to the other party, terminate the agreement in whole or in part, if:

- I. The defaulting party fails to perform any or all of the obligations within the time period(s) specified in the agreement or any extension thereof granted, by the other party.
- II. The quality of the delivery of various tasks is not up to the satisfaction of the OERC
- III. The defaulting party fails to perform any other obligation under the agreement.

In the event of the OERC terminating the contract in whole or in part, the OERC may procure, upon such terms and in such a manner as it deems appropriate, items or services similar to those undelivered, and the Bidder shall be liable to the OERC for any excess costs for such similar items or services. However, the Bidder shall continue with the performance of the contract to the extent not terminated.

The Bidder shall stop the performance of the contract from the effective date of termination and hand over all the documents, data, equipment etc. to OERC for which payment has been made. The Bidder may withdraw items, for which payment has not been made. No consequential damages shall be payable to the Bidder in the event of termination.

In case of termination of contract, all Bank Drafts/ FDRs furnished by the Bidder by way of Bid Security / Performance Security shall stand forfeited.

In case of suspension/termination, the Bidder shall be liable to pay compensation for any direct

loss or additional liability, if incurred due to completion of work by another agency.

31. Termination for convenience

The OERC, by written notice of at least 90 days sent to the Bidder, may terminate the contract, in whole or in part thereof, at any time for its convenience. The notice of termination shall specify that termination is for the OERC's convenience and also the extent to which performance of the Bidder under the contract is terminated, and the date on which such termination becomes effective.

The OERC shall accept the items/services, which are completed and ready for delivery within 30 days after the Bidder's receipt of notice of termination, at the contract terms and prices. For the remaining items/services, the OERC may elect:

- I. To have any portion completed and delivered at the contract terms and prices; and /or
- II. To cancel the remainder and pay to the bidder an agreed amount for partially completed items/services and for services previously accomplished by the Bidder.

32. Termination for Insolvency

The OERC may at any time terminate the contract by giving notice to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the OERC

33. Suspension

The OERC may, after giving a written notice of suspension to the Bidder, and considering the representation, if any, submitted to him within a period of 15 days from receipt of such notice, suspend all payments to the Bidder, if the Bidder fails to perform any of its obligations (including the carrying out of the services) provided that such notice of suspension:

- I. Shall specify the nature of the failure and
- II. Shall direct the Bidder to remedy such failure within a specified period from the date of receipt of such notice of suspension by the Bidder

The OERC may engage some other agency for the completion of suspended work, which will be carried out at the risk, and cost of the Bidder.

34. Confidentiality

The Bidder and their personnel shall not, either during implementation or after completion of

the project, disclose any proprietary or confidential information relating to the services, agreement or the OERC's business or operations without the prior consent of the OERC. The legal liability for breach of confidentiality by the bidder and its employees solely lies with the bidder. OERC also reciprocally agrees with the Bidder that all information concerning trade secrets, know-how, technical data, research, products, development, inventions, processes, engineering techniques, strategies, internal procedures, employees and business opportunities, its customers either present or prospective and services rendered by the Bidder to such of its customers along with the information pertaining to its businesses and the proprietary information of the Bidder described herein as "confidential information", belonging to the Bidder and which may come into the possession or custody of OERC in the course of providing services by the Bidder hereunder shall not be disclosed or divulged to any third parties or make use or allow others to make use thereof either for its own benefit or for the benefit of others directly or indirectly. subject to provisions of the law of the land.

35. Force Majeure

Notwithstanding anything contained in the Bid Document, the Bidder shall not be liable for forfeiture of security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failures to perform its obligations under the agreement is the result of an event of Force Majeure.

For purposes of this clause "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence and which was not foreseeable. Such events may include wars or revolutions, fires, floods, earth quakes, epidemics. The preventive majors for fire breakdown must be followed otherwise will not be applicable here. The decision of the OERC, regarding Force Majeure shall be final and binding on the Bidder.

If a Force Majeure situation arises, the Bidder shall promptly notify to the OERC in writing, of such conditions and the cause thereof. Unless otherwise directed by the OERC in writing, the Bidder shall continue to perform its obligations under the agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The OERC may, terminate this agreement by giving a written notice of a minimum 5 days to the Bidder, if as a result of Force Majeure; the Bidder is unable to perform a material portion of the services for a period of more than 10 days.

36. Resolution of Disputes

The OERC and the Bidder shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute that may arise between them under or in connection with the Contract.

If, after 15 days from the commencement of such informal negotiations, the OERC and the Bidder are unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism. In all matters and disputes arising there under, the sole arbitrator shall be mutually agreed upon by the parties in writing, who shall decide the claim and its decision shall be final and binding on both the parties.

However, during the period of doubt, disagreement or dispute, both the Bidder and the OERC shall ensure that the Project works in a normal way. Such doubts, disputes and disagreement shall not give any reason or freedom to either the OERC or the Bidder to interfere in or prevent normal functioning of the Project.

37. Legal Jurisdiction

All legal disputes between the parties shall be subject to the jurisdiction of the courts situated in Bhubaneswar (India) only.

38. Local Conditions

The Bidder shall inspect the cities/sites of operation and shall satisfy himself of the cities/site conditions and availability of required resources and shall apprise himself of the procedure for engagement of agencies and shall collect any other information that may be required before submitting the bid. Claims and objections due to ignorance about site conditions shall not be considered after the submission of bid.

39. Responsibilities of the successful Bidder

The bidder shall be responsible for the successful execution of **Modification, Maintenance and Hosting of Web Portal of OERC (www.orierc.org) along with Mission-Critical Applications on Oracle for a period of 2 years** as per the terms and specification and direction by, OERC Bhubaneswar.

In case of change in ownership of the bidder, the change must be communicated to OERC, Bhubaneswar months before the intended change of ownership.

40. Interpretation

In these Terms & Conditions:

References to laws shall mean the applicable laws of India and references in the singular shall include references in the plural and vice versa.

References to a particular article, paragraph, sub-paragraph or schedule shall, except where the context otherwise requires, be a reference to that article, paragraph, sub-paragraph or schedule in or to this TENDER DOCUMENT.

The headings are inserted for convenience and are to be ignored for the purposes of construction.

Whenever provision is made for the giving of notice, approval or consent by any Party, unless otherwise specified such notice, approval or consent shall be in writing and the words 'notify', 'approve', and 'consent' shall be construed accordingly.

In case of any inconsistency between this TENDER DOCUMENT and the Bid made to OERC, the terms of this TENDER DOCUMENT shall prevail. In case the TENDER DOCUMENT is silent on the items contained in the bid, the decision of OERC shall be final & binding on the Bidder/ Bidders.

41. Quotation Formats

The following forms are required to be used for submission of bid –

- Form I : Bid Form
- Form II : Checklist
- Form III : Particulars and qualifications of the bidders.
- Form IV : Duly authenticated list of full time Technical and Administrative Personnel to be employed for the work.
- Form V : Details of Similar completed works during last 3 years.
- Form VI : Details of work under execution or awarded.
- Form VII : List of Satisfactory Performance report from clients.
- Form VIII : Undertaking (on Rs.10 Non Judicial stamp duly notarized)
- Form IX : Genuineness of the information
- Form X : Bid Price Format (on Bidder's Letter head).
- Form XI : Price Bid (on Bidder's Letter head).

42. Payment Terms:

The terms of payment will be as follows:

- a. No advance payment against purchase order.
- b. Payment will be made on the following basis:

Sr No	Milestone	Payment
1	Go Live & Implementation of the Modified Website of OERC	70% (of the Total Rate quoted in Sl. No. 1 in Price Bid)
2	After 2 months of Successful Go-live Setup.	30% (of the Total Rate quoted in Sl. No. 1 in Price Bid)
3	Maintenance, Support and Hosting of the website of OERC	1/8th (of the Total Rate quoted in Sl. No. 2 in Price Bid) to be paid at the end each quarter.

Form I :

Bid Form

[On the Letter head of Bidder]

Reference No.:

Date:

Name of the party in whose favour : _____
the tender form has been issued _____

To,

The Secretary,
Odisha Electricity Regulatory Commission,
Chunokoli, Sailashree Vihar, Bhubaneswar – 751021

Dear Sir,

I/ We hereby submit our tender for *Modification, Maintenance and Hosting of Web Portal of OERC (www.orierc.org) along with Mission-Critical Applications on Oracle for a period of 2 years.*

I / We have enclosed the security deposit in the shape of demand draft of Rs. 30,000/ (Refundable) in the name of “OERC FUND”, payable at Bhubaneswar, Demand Draft . No.____ dated.____ Issued from Bank_____dated ____ . I / We hereby agree to all the terms and conditions, stipulated by the OERC, in this connection including delivery, penalty etc. quotations for each group are being submitted under separate covers and sheets and shall be considered on their face value.

I/ We have noted that overwritten entries shall be deleted unless duly struck out & re-written and initialed. Tenders are duly signed (No thumb impression should be affixed).

I / We undertake to sign the contract / agreement if required within 15 (fifteen days) from the issue of the letter of acceptance and start the work as per instruction immediately, failing which our / my security money deposited may be forfeited and our / my name may be removed from the list of service providers / suppliers at the OERC, New Bhubaneswar.

I / We agree to abide by this bid for a period of 120 (One Hundred Twenty) days after the date fixed for bid opening or for any further period for which bid validity is extended and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

I / We agree that until a formal contract is prepared and executed, this bid together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

I / We understand that you are not bound to accept the lowest or any bid you may receive.

I / We have gone through all terms & conditions of the tender documents before submitting the same and accept the same.

NOTE: ALL TERMS & CONDITIONS SUCH AS TAXES ETC. HAVE BEEN INDICATED IN THE QUOTATION FAILING WHICH IT WILL BE PRESUMED THAT THE PRICES/RATES ARE INCLUSIVE OF ALL TAXES AND OTHER TERMS & CONDITIONS ARE ALSO AS PER YOUR REQUIREMENTS.

Yours faithfully.

Signature of the Authorised Signatory of
Bidder Full Address

WITNESS _____
WITNESS _____

Form II :**Checklist**

Please ensure that your offer contains the following documents: The Bid document should be number properly

- EMD :Rs. 30,000/- (Rs. Thirty Thousand only)
- Tender Fee : Rs. 1000/- (Rs. One Thousand Only)
- Form I :Bid Form (Bidder's letter head)
- Form II :Checklist
- Form III :Particulars and qualifications of the bidders. (Bidder's letter head)
- Form IV :Duly authenticated list of full time Web Developer/Engineer to be employed for the work.
- Form V : Pre-Qualification Criteria with Documentation (Bidder's Letter Head)
- Form VI : Blacklisting Format (Self-Declaration letter on Bidder's letter head)
- Form VII : List of Satisfactory Performance report from clients (Bidder's Letter head)
- Form VIII : Undertaking (on Rs.10 Non Judicial stamp duly notarized)
- Form IX : Genuineness of the information
- Form X : Bid price Format(Bidder's Letter head)
- Form XI : Price Bid (Bidder's Letter head)
- Form XII : Performance Bank Guarantee (PBG) : For Successful Bidder only.
- A copy of the bid document with all pages signed and stamped at the bottom by the bidder's authorized representative
- Covering envelope sealed with superscription in prescribed format.
- Memorandum and article of association and copy of power of attorney/Authorization Letter if required. All such documents should be submitted in this Bid document.
- Brief resume of proposed team members in the following format: for Modification, Maintenance and Hosting of Web Portal of OERC (www.orierc.org) along with Mission-Critical Applications on Oracle for a period of 2 years (5 CVS)
 - Name:
 - Designation:
 - Proposed role:
 - Experience in years:
 - Areas of expertise:
 - Previous projects worked on, and role therein:
 - Qualification:
 - Date of Birth:

Form III : Particulars and Qualifications of the bidders.

Particulars of the organization

A. Organization Details: -

Name _____

Year of Incorporation / Registration in India _____

Year of Start of Operation in India _____

TIN No. _____

PAN No. _____

GST REGISTRATION NO. _____

Total No. of Web Developer/Engineer:

B. Bhubaneswar Office Address:

Telephone No.(s)-----Mobile Nos.

Fax No. (s)-----Email:

Alternate Email:

C. Legal status of firm :

Company / Firm / Proprietorship/ Others (____) (attach proof MOA, AOA/ Partnership Deed /Certificate of Incorporation.

D. Ownership :

S. No.	Name of persons owning stake in the organization (In case of company incorporated in India List of Director shall be provided)	Nationality of the stake- holders	Details of restrictions, if any on transfer of stake

E. Annual Turnover for the last 3 years (FY 2016-17, 2017-18 and 2018-19)

S. No.	Financial Year	Total Annual Turnover	Web portal / Website Design/ Development/ Hosting

Please attach Balance-Sheet or Income-Expenditure and Assets-liabilities status position during these 3 years, duly audited by Chartered Accountant/ Statutory Auditor OR CA Certificate

F. Particulars of the Center/unit associated with this project

Name & Address of the Center/Unit:

Associated with this project:

G. Address of the important offices

Address 1

Address 2

Address 3

Tel No (s)

Tel No (s)

Tel No (s)

Fax No (O)

Fax No
(O)

Fax No
(O)

H. Do you agree to hand over the source code, complete design including all kind of scripts, database design, technical documentation of complete web portal including source codes of libraries developed for the said web portal YES/NO

(In case of NO tender will be summarily rejected)

I. Quality & Security Certification Detail (ISO. SEI-CMMI Level etc. if any) (attach proof)

a) ISO 9001:2015/ISO 27001: 2013: Yes/No

b) CMMI 3 or Higher: Yes/No

J. Have your organization occurred loss during last three year : YES/NO

K. Are you able to support entire activity/solution 365x24x7 : YES/NO

L. Names, Designations, Addresses, Telephone & Fax No. of offices, as well as residences of at least two authorized persons dealing with the project

S. No.	Name, Designation and Address	Telephone & Fax No.		Extent of Involvement in this Project
		Office	Residence	

M. Particulars of EMD (NOT FOR NSIC/MSME registered Bidders)

- I. Name of the Bank -----
- II. Address of Bank branch, issuing the draft -----
- III. Code No. of Bank Branch -----
- IV. Amount of Draft-----
- V. Bank Draft No. & Date -----
- VI. Valid up to-----
(Give Date)

N. Authorization Letter : Yes/No

Particulars of Authorisation of the person signing these documents on behalf of the bidder.

Name, Designation & Address of the authorized person.

Name, Designation & Address of the person authorizing for signing the document.
Type/form of the issued authority (whether power of attorney/Authorization letter etc.)
Please enclose the original authorization document.

(Signature)

Name in Capital Letter

(in the capacity of:.....)

Duly authorized to sign Bid for and on behalf of

.....

**Form IV : Duly authenticated list of full time Technical Personnel
to be employed for the work.**

**DULY AUTHENTICATED LIST OF FULL TIME
WEB DEVELOPER/ENGINEERING PROFESSIONALS
WITH THE BIDDER**

Detailed Curriculum Vitae of key personnel along with their key role in the company, who will be associated with this project, is attached with the bid.

List of full time Professionals of the organization who will be associated with the project (at least 5 professional) to be given in the table below-

Sr. No.	Name	Designation	Educational Qualification	Date of Joining & No. of years of Experience
1				
2				
3				
4				
5				
6				

Date: _____ (Signature)

Place: _____ Name in Capital letter

(in the capacity of:

Duly authorised to sign Bid for and on behalf of

Form V: Pre-Qualification Bid Checklist

Sl No	Eligibility Criteria to Participate	Enclosed (Yes/No)	Page No
A. General Eligibility Criteria			
1	The prime service provider should be at least ISO 9001:2008/2015, 27001: 2013 Certified Company for IT/ICT/Software Development related projects		
2	The service provider should have made a payment of Rs 1000/-(Rupees One thousand only) for the cost of the tender document		
3	Submission of EMD of Rs.30,000/- (Rupees Thirty Thousand only) in shape of Demand Draft from a Nationalized Bank Or Bidder registered under MSME / NSIC or have Udyog Aadhar Memorandum certification under Micro & Small Enterprises of Service industry then exemption will be allowed on Bid Price.		
4	The Organization should be registered under Indian Companies Registration Act, 1956		
5	The service provider should be in the field of software development, design and implementation		
6	Service Provider should have a minimum average annual turnover of Rs. 2 Crores from Indian Operation only during the last 3 financial years (FY 2016-17, 2017-18 & 2018 - 19) . Supporting document from Company chartered Accountant must be attached, along with Audited Profit and Loss Statement should be attached along with the response document		
7	Company should have a positive net-worth for the last 3 financial years		
8	The Service Provider should not be under a declaration of ineligibility for corrupt and fraudulent practices nor should have been blacklisted by any Govt. or Govt. undertaking organization at the time of submission of the bid		
9	Company should be registered under Odisha GST .		
10	Company Should have presence in Odisha from last 5 years at least.		
11	The service provider should have more than 20 software professional on its payroll		

Form VI: Blacklisting Format

To,
The Secretary,
Odisha Elect. Regulatory Commission,
Chunokoli, Sailashree Vihar,
Bhubaneswar – 751021.

Dated:

Sub: Self-Declaration Letter for Blacklisting

Ref: **RFP NO (ENGG/IT/26/2019/)**

Dear Sir,

In response to the RFP (Ref.No.: ENGG/IT/26/2019/) titled “Modification, Maintenance and Hosting of Web Portal of OERC (www.orierc.org) along with Mission-Critical Applications on Oracle for a period of 2 years” Software/solution, as a partner/ Director/authorized Signatory of (organization name:)
I/ We hereby declare that presently our Company/ firm is having unblemished record and not been blacklisted either indefinitely or for a particular period of time, or had work withdrawn, by any State/ Central government/ PSU in India.

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 shall be cancelled.

I further certify that I am authorized officer in my company to make this declaration.

Yours faithfully.

Signature of the Authorised Signatory of Bidder
Name in Capital letter

Full Address of Bidder:

Form VII : List of Satisfactory Performance Report from Clients

PROFORMA FOR PERFORMANCE STATEMENT/Work Order Copy /UAT
(LIST OF PERFORMANCE CERTIFICATE FROM CLIENTS RELATED TO
Modification, Maintenance and Hosting of Web Portal of OERC
(www.orierc.org) along with Mission-Critical Applications on Oracle for a period of 2 years

Sr. No.	Name , address, Tele no. and fax no. of organization for which Web Portal and Mobile Application has been developed / Maintained)	Description & Names of the of the Work handled	Value of Contract (in lakhs)	Period of Execution	Remarks

Note: Attach the Satisfactory Service Certificate/Work order copy/UAT from the organizations for whom similar projects executed (Minimum 5 Client details should be furnished by Bidder)

Form VIII: Undertaking (on Rs.10 Non Judicial stamp duly notarized)

Undertaking

I/We hereby undertakes that :-

I/ We hereby submitted our tender for **Modification, Maintenance and Hosting of Web Portal of OERC (www.orierc.org) along with Mission-Critical Applications on Oracle for a period of 2 years..**

I / We have enclosed the EMD in the shape of demand draft of Rs.**30,000/- (Refundable)** in the name of the “OERC FUND”, payable at Bhubaneswar, Demand Draft.

No. _____ dated. _____ Issued from Bank _____
_____ dated and **for cost of tender document** demand draft of Rs.**1000/-**

(Non Refundable) in the name of “OERC FUND” payable at Bhubaneswar, Demand Draft .

No. _____ dated. _____ Issued from Bank _____
_____ dated.

I / We hereby agree to all the terms and conditions, stipulated by the OERC, in this connection including delivery, penalty etc. quotations for each group are being submitted under separate covers and sheets and shall be considered on their face value.

I/ We have noted that overwritten entries shall be deleted unless duly out & re-written and initialed.

Tenders are duly signed (No thumb impression should be affixed).

I / We undertake to sign the contract / agreement if required within 15 (fifteen days) from the issue of the letter of acceptance and start the work as per instruction immediately, failing which our / my security money deposited may be forfeited and our / my name may be removed from the list of suppliers at the OERC, Bhubaneswar.

I / We agree to abide by this bid for a period of 120 (One Hundred Twenty) days after the date fixed for bid opening or for any further period for which bid validity is extended and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

I / We agree that until a formal contract is prepared and executed, this bid together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

I / We understand that you are not bound to accept the lowest or any bid you may receive.

I / We have gone through all terms & conditions of the tender documents before submitting the same and accepts the same.

NOTE: ALL TERMS & CONDITIONS SUCH AS TAXES ETC. HAS BEEN INDICATED IN THE QUOTATION FAILING WHICH IT WILL BE PRESUMED THAT THE PRICES/RATES ARE INCLUSIVE OF ALL TAXES AND OTHER TERMS & CONDITIONS ARE ALSO AS PER YOUR REQUIREMENTS.

Yours faithfully.

Signature of the Authorised Signatory of Bidder
Name in Capital letter

Full Address

WITNESS _____
WITNESS _____

Form IX: Genuineness of the information

To,
The Secretary,
Odisha Electricity Regulatory Commission,
Chunokoli, Sailashree Vihar,
Bhubaneswar – 751021.

Dated:

Sub: Genuineness of the information provided in the Bidder's proposal document

Ref: RFP NO (ENGG/IT/26/2019)

Dear Sir,

1. I,.....authorized signatory of the Agency/firm , is competent to sign this declaration and execute the tender documents.

2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;

3. The information/documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I/ we, am/are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my/our tender at any stage besides liabilities towards prosecution under appropriate law and forfeiture of EMD and Performance Guarantee.

Yours faithfully,

Signature of the Authorised Signatory of Bidder
Name in Capital letter

Full Address of Bidder:

Form X: Bid Price Format (To be enclosed in Price Bid)

To,
The Secretary,
Odisha Electricity Regulatory Commission,
Chunokoli, Sailashree Vihar,
Bhubaneswar – 751021.

Dated:

Sub: Bid Price Format

Ref: RFP NO (ENGG/IT/26/2019)

Dear Sir,

We, the undersigned Bidder, having read and examined in detail all the Tender documents in respect of Appointment of an Agency to Modification, Maintenance and Hosting of Web Portal of OERC (www.orierc.org) along with Mission-Critical Applications on Oracle for a period of 2 years, do hereby propose to provide services as specified in the Tender Ref. No. ENGG/IT/26/2019 Dated 09/12/2019

1) PRICE AND VALIDITY

- All the prices mentioned in our Tender are in accordance with the terms as specified in the Tender documents. All the prices and other terms and conditions of this Tender are valid for a period of 120 calendar days from the date of opening of the Tenders.
- We hereby confirm that our Tender prices include all taxes. However, all the taxes are quoted separately under relevant sections.
- We have studied the clause relating to Indian Income Tax and hereby declare that if any income tax, surcharge on Income Tax, Professional and any other corporate Tax in altered under the law, we shall pay the same.

2) UNIT RATES

We have indicated in the relevant schedules 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) DEVIATIONS

We declare that all the services shall be performed strictly in accordance with the Tender documents.

4) TENDER PRICING

We further confirm that the prices stated in our bid are in accordance with your Instruction to Bidders included in Tender documents.

5) QUALIFYING DATA

We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/documentary proof in this regard before evaluation of our Tender, we agree to furnish the same in time to your satisfaction.

6) BID PRICE

We declare that our Bid Price is for the entire scope of the work as specified in the Tender documents. These prices are indicated in Form XI of this Section attached with our Tender as part of the Tender.

7) CONTRACT PERFORMANCE GUARANTEE BOND

We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee bond in the form prescribed in Form XII (PBG- Performance Security).

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.

Form XI :**Price Bid**

[On the Letter head of Bidder and should be separately sealed as per instruction]

Reference No.:

Date:

Name of the party in whose : _____
 Favour the tender form has been _____
 Issued _____

The Secretary,
 Odisha Electricity Regulatory Commission,
 Chunokoli, Sailashree Vihar,
 Bhubaneswar – 751021.

Dear Sir,

I/ We hereby submit our price bid for ***Modification, Maintenance and Hosting of Web Portal of OERC (www.orienc.org) along with Mission-Critical Applications on Oracle for a period of 2 years***

Sl. No	Activity	Unit rate in INR (Rs)	Total rate in INR (Rs)
1	Modification of the existing OERC Website (www.orienc.org) with the specified advanced features along with Cert-In audit and EV SSL Certificate for 2 years		
2	Maintenance, Support and Hosting of the refurbished website of OERC for 2 years		

Note: The rates shall be inclusive of all cost but exclusive of GST

Date: _____ (Signature)

Place: _____ Name in Capital letter

(in the capacity of:

Duly authorised to sign Bid for and on behalf of

Form XII: Performance Bank Guarantee (PBG)

On stamp paper of requisite amount

B.G. No:.....

This Deed of Guarantee made this day of (.... month) of 2019 (Year Two thousand Nineteen) we, ...(name and address of the bank)...., (herein after referred to as ‘The Bank’) which expression shall unless the counterpart otherwise admit include its legal representative, successors and the Odisha Electricity Regulatory Commission, Bhubaneswar referred to as the ‘OERC’) which expression shall include its legal representative, successors and assignees.

Whereas ‘OERC’ has invited bid for the work of Modification, Maintenance and Hosting of Web Portal of OERC (www.orerc.org) along with Mission-Critical Applications on Oracle for a period of 2 years vide Tender Ref. No. (ENGG/IT/26/2019) dated -----/OERC AND WHEREAS M/S. (Name and address of the firm), who having submitted their Bid hereinafter referred to as the ‘Bidder’ and have agreed to deposit to the ‘OERC’ an amount of Rs..... (Rupees) as per the terms and conditions of the Bid Document AND WHEREAS the ‘OERC’ also willing to accept a Bank guarantee in lieu of payment by demand draft of any amount equivalent to the amount of Performance Bank Guarantee required to be deposited by the Bidder to the ‘OERC’ i.e. an amount equal to Rs..... which as guarantee will be kept valid up to -----.

In consideration of the ‘OERC’ having agreed to consider the Bid proposals submitted by the Bidder without depositing the amount of Performance Bank guarantee, we (name and address of the bank) hereby undertake and guarantee to make payment to the ‘OERC’ the amount of Performance Security deposit at any time (time being the essence of the contract) when the ‘OERC’ asks for the same as per the terms and conditions of the bid Document.

The bank further undertakes not to revoke this guarantee during its currency except with the previous consent of the ‘OERC’ in writing and the guarantee shall be continuous and irrevocable guarantee up to a sum of Rs..... (Rupees.....)only provided always that any indulgence or relation on the part of the ‘OERC’ to the said bidder with or without the consent of the bank shall not prejudice or restrict remedies against the bank nor shall the same in any event be a ground of defence by the Bank against the ‘OERC’.

In case the ‘OERC’ puts forth a demand in writing on the Bank for the payment of amount full or in part against this bank guarantee, the bank will consider that such demand by itself is a conclusive evidence and proof that the bidder has failed in complying with the terms and conditions stipulated by the ‘OERC’ in its bids and payment will be made to the ‘OERC’ without raising any disputes regarding the reasons for such failure on the part of the bidder.

The bank shall not be discharged for release from this guarantee by any arrangement between the bidder and the ‘OERC’ with or without the consent of the bank or any alterations in the obligations of the parties or by an indulgence, forbearance shown by the ‘OERC’ to the bidder.

This guarantee shall be in addition to and without prejudice to any other securities or remedies which the ‘OERC’ may have or hereafter possess against the bidder and the ‘OERC’ shall be under no obligations to marshal in favour of the bank any such securities or fund or asset that the ‘OERC’ at its absolute discretion

may vary, exchange, renew, modify or refuse to complete or enforce or assign any security or instrument.

The Bank agrees that the amount hereby guaranteed shall be due and payable to the 'OERC' on 'OERC' serving a notice requiring the payment of the amount and such notice shall be served on the bank either by actual delivery thereof to the Bank or by dispatching thereof to the bank by Registered post at the address of the said Bank. Any notice sent to the Bank at its address by Registered Post shall be deemed to have been duly served on the Bank notwithstanding that the notice may not in fact have been delivered to the Bank.

In order to give full effect to the provisions of this guarantee the bank thereby waives all rights inconsistent with the above provisions and which the bank might otherwise as a guarantor be entitled to claim and enforce.

We,.....(name and address of the bank), lastly undertake not to revoke this guarantee during its currency except with the previous consent of the 'OERC' in writing.

“Notwithstanding anything contained herein”,

(i) Our liability under this guarantee shall not exceed Rs..... (Rupees only).

(ii) This Bank Guarantee shall be valid up to -----

(iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if we receive from you a written claim or demand on or before ----- (date of expiry of Guarantee)”.

Dated:-..... day of 2019.