NOTICE

INVITATION OF APPLICATION

FOR

Empanelment of Eligible Firms for the Year 2020-21

To

Supply Secured M2M Dual Network SIM for IoT Applications as Per DoT & TRAI Norms

Notice No. _______________ Dated __________

ODISHA SPACE APPLICATIONS CENTRE (ORSAC)

Dept. of Science and Technology, Govt. of Odisha,
Plot no.45/48, JayadevVihar, Near GAA, Unit-16, Bhubaneswar-751023, Odisha
Tel : -0674-2300733,3293545, E-mail- orsac2012@gmail.com,
http://www.orsac.org
August-2020
# 1.0 SCHEDULE OF EVENTS:

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Information</th>
<th>Dates &amp; Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Notice Issuing Authority</td>
<td>Chief Executive, ORSAC, Bhubaneswar, Odisha</td>
</tr>
<tr>
<td>2</td>
<td>Hosting of the document on ORSAC Notice Boards / Govt Websites / Newspapers</td>
<td><strong>18-08-2020.</strong></td>
</tr>
<tr>
<td>3</td>
<td>Cost of Notice for Empanelment (Non-refundable)</td>
<td>Rs.1000/- in form of DD /from any Nationalized Bank in favour of ORSAC, Bhubaneswar.</td>
</tr>
<tr>
<td>4</td>
<td>Earnest Money Deposit (EMD)</td>
<td>EMD, only in the form of a Bank Draft, from a Bhubaneswar Branch of any Nationalized Bank, for Rs. 50,000/- (Rupees fifty Thousand) only to bid for the empanelment of Firms/Vendors to supply M2M Data SIMs for IoT Devices of ORSAC and the State of Odisha, in favour of ORSAC, Odisha Bhubaneswar, valid for 180 days from the date of opening of the Techno-Commercial Bid.</td>
</tr>
<tr>
<td>5</td>
<td>Address for Submission of Bid</td>
<td>ORSAC, Plot No 45/46, JaydevVihar, Bhubaneswar, Odisha – 751023.</td>
</tr>
<tr>
<td>6</td>
<td>Last Date of Receipt of Pre-Bid Queries.</td>
<td><strong>31-08-2020, 5.30 P.M</strong></td>
</tr>
<tr>
<td>7</td>
<td>Date of Pre-Bid Meeting</td>
<td><strong>03-09-2020, 11.30 A.M</strong> at ORSAC conference Hall or VC, depending on COVID-19 Orders of Govt.</td>
</tr>
<tr>
<td>8</td>
<td>Issue of Consolidated and Relevant Clarifications on the received Pre-Bid Queries.</td>
<td><strong>11-09-2020, 4.30 P.M</strong> through ORSAC and Odisha Gov. Portal.</td>
</tr>
<tr>
<td>9</td>
<td>Last date of receipt of Bids</td>
<td><strong>12-10-2020, 5.30 P.M</strong></td>
</tr>
<tr>
<td>Sl. No</td>
<td>Information</td>
<td>Dates &amp; Details</td>
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<tr>
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<td>-------------------------------------------------</td>
<td>-----------------------------------------------------</td>
</tr>
<tr>
<td>10</td>
<td>Opening of General &amp; Technical Bids</td>
<td>13-10-2020, 11.30 onwards at ORSAC.</td>
</tr>
<tr>
<td>11</td>
<td>Date of Presentation for Qualified Bidders</td>
<td>15-10-2020, 11.30 A.M at ORSAC conference Hall or VC, depending on COVID-19 Orders of Govt.</td>
</tr>
<tr>
<td>12</td>
<td>Opening of Financial Bids &amp; Declaration of Bidding Results.</td>
<td>16-10-2020, 04.00 P.M at ORSAC conference Hall or VC, depending on COVID-19 Orders of Govt.</td>
</tr>
</tbody>
</table>
2.0 DISCLAIMER

All information contained in this Notice for Empanelment Document is in faith. This is not an agreement and is not an offer or invitation to enter into an agreement of any kind with any party. Though adequate care has been taken in the preparation of this Notice for Empanelment Document, the interested firms shall satisfy itself that the document is complete in all respects. The information is not intended to be exhaustive. Interested firms are required to make their own enquiries and assumptions wherever required.

Odisha Space Applications Centre (ORSAC) reserves the right to reject any or all of the proposals submitted in response to this Notice at any stage without assigning any reasons whatsoever. ORSAC also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the responses against the Notice for empanelment. ORSAC reserves the right to change/modify/amend any or all of the provisions of this Notice. Such changes would be posted only in its website (www.orsac.gov.in). Prospective bidders(firms) are requested to visit the website frequently to keep them abreast with the latest developments on this Notice.

Neither ORSAC nor its employees and associates will have any liability to any prospective respondent interested to apply or any other person under the law of contract, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this Notice, any matter deemed to form part of this Notice, the award of the Assignment, the information and any other information supplied by or on behalf of ORSAC or their employees and firm / consortium or otherwise arising in any way from the selection process for the Assignment.

Information provided in this document or imparted to any respondent as part of the Notice for Empanelment process is confidential to ORSAC and shall not be used by, distributed to, or shared with any other person or organization.
3.0 INTRODUCTION AND OBJECTIVE OF THIS NOTICE

3.1 INTRODUCTION

Odisha Space Applications Centre (ORSAC), the apex body of the State of Odisha for Space Technology Applications, was established in the year 1984. The Centre is located at Bhubaneswar in its own building at JaydevVihar. The Centre is equipped with sophisticated Remote Sensing, GIS & Computer laboratories with latest Photogrammetry, Digital Image Processing, GPS / DGPS / ETS Data Collection & Processing and RDBMS software of Enterprise as well as Desktop class under Commercial and Open Source Environments. It has a team of well-experienced multidisciplinary Application Scientists to undertake Remote Sensing, GIS & GPS based projects.

ORSAC has been facilitating the Government Departments through development of several Remote Sensing, GIS & GPS based projects. As per State Government resolution, ORSAC is recognized as the Nodal Agency for providing Remote Sensing, GIS /Geo-Spatial Data Management & GPS Application solutions to all Govt. Departments including Public Sector undertakings, Govt. Societies as per their requirements.

Currently ORSAC Operates a Mineral VTS System based on the Vehicle Tracking GPS Devices sold and services by the Empaneled Vendors of Steel and Mines Department and ORSAC. These devices are as per the Prescribed Specification of ORSAC. The Odisha Mining Vehicle Tracking System (OMVTS) is a subsystem of Integrated Mines and Mineral Management System or "i3MS" an IT and IoT Based Mineral Administration System of Government of Odisha complying the laws laid down by the Central & State Govt. Considering all the aspects of Mining Activities. The Web and Mobile (Android &IoS) version of OMVTS provides services to all the Stake Holders including the Common Citizens to know at any point of time the live status of Mineral Truck against the e-Transit Pass issued by the Steel & Mines Department, Government of Odisha. The implementation of OMVTS Project brought out transparency in the whole System.

Due to rapidly changing of GNSS and Mobile Communication Technology, ORSAC intends to integrate IoT Devices with Remote Sensing and GIS Based Projects to bring out the Realistic Models to provide the Scientific and Geospatial Information to the Government of Odisha to use the Data and Information for Monitoring the Natural Resources of the State for sustainable
Management of the Natural Resources and augmenting the same in the Planning and Development Process of the State.

The empanelment of Firms / Vendors to supply M2M data SIM (Embedded SIMs and Removable Plastic SIMs) Suppliers for IoT Applications of ORSAC is an initiative to integrate the GNSS Technology with Geomatics.

### 3.2 OBJECTIVE

ORSAC Proposes to empanel DOT and TRAI Approved Dual NW M2M data SIM (Embedded SIMs and Removable Plastic SIMs) Suppliers for IoT Applications, in the field of GNSS Device used in Mobility & Transport, Weather Sensors, Soil & Moisture Sensors, Agriculture Monitoring Sensors, Surveillance etc. The firm should have demonstrable experience in provisioning transport layer security to M2M SIMs under all generations of mobile data (2G, 3G, 4G & upcoming 5G) NW, using in-premise and cloud computing Infrastructure. All necessary Govt. clearances should be currently in possession by the parties interested in Empanelment by ORSAC. Interested parties are requested to enclose their Techno-Commercial T & C for evaluation for Empanelment by ORSAC.

### 4.0 Eligibility Criteria

The Firms bidding for the empanelment to supply Dual NW M2M data SIM (Embedded SIMs and Removable Plastic SIMs) to ORSAC and the State of Odisha as a whole / part must meet the following Minimum Eligibility Criteria, failing which their bids shall not be taken into consideration. The General and Technical Eligibility Criteria of the Firms for bidding is strictly asunder:

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Eligibility Criteria</th>
<th>Desired Documents</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>General Eligibility Criteria</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>The bidding Firm must be Registered under Indian Companies Act/Partnership act.</td>
<td>Company Registration Certificate.</td>
</tr>
<tr>
<td>2</td>
<td>The Organization should have at least ISO 27001:2013 certification</td>
<td>Valid ISO Information Security and Quality Certificate.</td>
</tr>
<tr>
<td>Sl. No</td>
<td>Eligibility Criteria</td>
<td>Desired Documents</td>
</tr>
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<tr>
<td>3</td>
<td>The Firm Should have a Physically Verifiable &amp; Full-fledged Registered Business Office in India.</td>
<td>Detail of Business Premise address, landline Telephone Number, Geotagged Photos, and necessary legal documents etc. are to be provided to prove its existence.</td>
</tr>
<tr>
<td>4</td>
<td>Company should have a valid GST Number (GSTN).</td>
<td>GSTN Details of Firm (GSTN Registration Certificate) should be submitted.</td>
</tr>
<tr>
<td>5</td>
<td>The Firm 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.</td>
<td>Self-declaration certificate signed by the authorized signatory.</td>
</tr>
<tr>
<td>6</td>
<td>The Firm should have valid Provident Fund Registration Certificate.</td>
<td>Copy of Provident Fund Registration Certificate along with copy of latest Provident Fund Return Certificate.</td>
</tr>
<tr>
<td>7</td>
<td>The Firm should have valid ESI Registration Certificate or Employee Group Insurance Certificate as Applicable.</td>
<td>The bidding organization must submit copy of their ESI Registration along with copies of last Annual Return.</td>
</tr>
<tr>
<td>8</td>
<td>No Consortium Bid is Allowed.</td>
<td>Self-declaration.</td>
</tr>
<tr>
<td>9</td>
<td>The Bidder / Bidders should not have been blacklisted/banned by any Central/State Government</td>
<td>Affidavit to this effect shall be submitted by all the Bidders and their consortium partners, as per the format</td>
</tr>
<tr>
<td>Sl. No</td>
<td>Eligibility Criteria</td>
<td>Desired Documents</td>
</tr>
<tr>
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</tr>
<tr>
<td></td>
<td>(Central /State Government and Public Sector) and any Court of Law or under a declaration of ineligibility for corrupt or fraudulent practices as on date of Bid Submission.</td>
<td>given.</td>
</tr>
<tr>
<td>Financial Capability</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>The bidding organization must have Annual Average Turnover of Rs. 5.0 Crore (Rupees five Crore only) in the last three financial years. (FY 2016-17, 2017-18 &amp;2018-19). The financial statement should reflect turnover.</td>
<td>Copies of audited Balance Sheet, Profit &amp; Loss account and Auditor Certified Turnover statement indicating revenue for last 3 years must be enclosed as supporting for the Bidder / consortium Partners.</td>
</tr>
<tr>
<td>10</td>
<td>Bidder should have a positive net-worth for the last 3 financial years.</td>
<td>Certificate from CA for the Bidder / Consortium Partners.</td>
</tr>
<tr>
<td>11</td>
<td>The bidding organization must submit the Notice Fee of Rs. 1000/- in form of Demand Draft drawn in favor of Chief Executive, ORSAC.</td>
<td>Original bank draft in favor of ORSAC towards cost of the Web Downloadable Notice for Empanelment.</td>
</tr>
<tr>
<td>12</td>
<td>The bidding organization must submit the Earnest Money Deposit (EMD) for Rs. 50,000/- (Rs. Fifty Thousand Only) in Shape of Demand Draft from a Nationalized Bank, BBSR drawn in favor of ORSAC.</td>
<td>Original Demand Draft of Rs.50,000/- (Rupees Fifty Thousand only) from any Nationalized Bank drawn in favor of Chief executive, ORSAC.</td>
</tr>
<tr>
<td>Technical Eligibility Criteria</td>
<td></td>
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</table>
5.0 Validity of the Empanelment

The validity of the empanelment of Dual NW M2M data SIM (Embedded SIMs and Removable Plastic SIMs) shall be two (2) years from the date of empanelment. Chief Executive, ORSAC has the authority to extend/reduce the validity of this empanelment as per the requirement of ORSAC and the Govt. of Odisha.

6.0 Instructions to Bidders

All Deliverables shall be strictly as per the objective of the empanelment; as defined in the Section 3.2.

4.0 DEFINATIONS:

In this document, the following terms have respective meanings: -

- "ORSAC" means Odisha Space Applications Centre, Bhubaneswar
- "Acceptance" means the ORSAC's written certification that following installation, the system(s) (or specific part thereof) has been tested and verified as complete and/or fully operational, in accordance with the acceptance test defined in the Acceptance Test Documents.
- "Acceptance Test Documents" means a mutually agreed document which defines
procedures for testing the functioning of the Proposed Application, against requirements laid down in the agreement. It should define tests to be carried out, test equipment and expected test results.

- "Contract Agreement" means the Agreement to be signed by the service provider and Odisha Space Application Centre (ORSAC).

- "Authorized Representative" shall mean any person/agency authorized by either of the parties.

- "Service Provider" means any firm or company offering the solution(s), service(s) and/or materials asked for in the Notice.

- "Contract" is used synonymously with agreement.

- "Documentary evidence" means any matter expressed or described upon any substance by means of letters, figures or marks intended to be used for the recording of that matter and produced before a court.

- "Central/State/Government/Govt. of Odisha" shall mean Government of India and govt. of Odisha respectively.

- "SI" Shall mean System Integrator who will be selected through this Notice.

- "Law" shall mean any Act, notification, bye law, rules and regulations, directive, ordinance, order or instruction having the force of law enacted or issued by the Government of India or State Government or regulatory authority or political subdivision of government agency.

- "LoI" means Letter of Intent which shall constitute the intention of the Notice to place the purchase order with the service provider.

- "OEM" means Original Equipment Manufacturer company, that is incorporated in India or abroad, who has management control over the manufacturing/production process, Quality Assurance, Procurement of Raw materials/manufacturing process inputs marketing and warranty services of the resultant products, of at least one manufacturing facility/factory where the manufacturing of equipment, related accessories, as required for the ORSAC is carried out.

- "Party" shall mean ORSAC or service provider individually and "Parties" shall mean
ORSAC and Service Provider collectively.

- "PBC" means Pre-Bid Conference.
- "Rates/Prices" means prices of supply of equipment and services quoted by the Service Provider in the Commercial Bid submitted by him and/or mentioned in the Contract.
- "Notice " means Notice for Empanelment of System Integrators / Service Providers/Vendors for providing Dual NW M2M data SIM (Embedded SIMs and Removable Plastic SIMs) to ORSAC.
- "Services" means the work to be performed by the Service Provider pursuant to this Contract, as detailed in the Scope of Work.
- "Site" shall mean the location(s) for which the Contract has been issued and where the service shall be provided as per Agreement.
- "Incidental services" shall mean for the purpose of the project activities which have dependencies on the activities mentioned in the scope of work for the service provider, for example coordination with different stakeholders, logistic support as required for installation and commissioning etc.

4.1 Clarifications & Amendments:

**Amendment of Notice for Empanelment:** - At any time prior to the deadline (or as extended by ORSAC) for submission of bids, ORSAC, for any reason, whether at its own initiative or in response to clarifications requested by prospective service provider may modify the Notice document by issuing amendment(s). In order to allow service providers a reasonable time to take the amendment(s) into account in preparing their bids, ORSAC, at its discretion, may extend the deadline for the submission of bids.

5.0 PREPARATION OF PROPOSALS:

The Proposals should be complete in all respect as per the need of the Notice for Empanelment, the document should be well indexed and flagged. All necessary documents as per the requirements should be self-certified with company seal and authorized person signature and properly indexed.

**Cost incurred for preparation of Proposals:** - Service Provider shall bear all costs associated with the preparation and submission of the Proposals including demonstration of Dual NW M2M data SIM (Embedded SIMs and Removable Plastic SIMs) for evaluation of the Notice.
and ORSAC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Notice process.

Language of proposal: The proposal prepared by the service provider, as well as all correspondence and documents relating to the Notice exchanged between the service provider and ORSAC shall be in English. Information supplied in other language shall be rejected.

Bid currency: Prices for services offered shall be quoted in Indian National Rupees (INR) only.

Correction of errors: The person signing the bid must initial erasures or other corrections. The Service provider further agrees that in the event of any obvious errors, ORSAC reserves the right to waive such errors in its sole discretion. However, ORSAC has no obligation under any circumstances to waive such errors.

Proposal validity:

- The bid shall remain valid for 180 days from the actual date of Financial Bid Opening. Service Provider should ensure that in all circumstances, its Bid fulfils the validity condition. Any bid valid for a shorter period shall be rejected as non-responsive.
- In exceptional circumstances, ORSAC may solicit service provider's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing or by mail. Bid Security / EMD shall also be suitably extended. Service provider granting the request is neither required nor permitted to modify the bid.

Lack of information to service provider: The service provider shall be deemed to have carefully examined Proposal document in response to the Notice to his entire satisfaction. Any lack of information shall not in any way relieve the service provider of his responsibility to fulfil his obligation under the Notice for Empanelment.

6.0 DOCUMENT COMPRISING THE SERVICE PROVIDER’S PROPOSAL:

A. TECHNICAL PROPOSAL

The technical proposal of the service provider (*WITH PROPER PAGE NUMBERING AND TAGGING*) shall contain detailed description on the Dual NW M2M data SIM (Embedded SIMs and Removable Plastic SIMs), which will help ORSAC to achieve the desired objectives as specified in this document wherein the service provider shall describe in detail, the required
services and articulate how the services offered by them shall meet the requirements within the scheduled timeline as specified in this Notice. The technical proposal shall also include the following:

- Detailed Project Plan, Approach & Supply Chain Mechanism
- Project governance structure describing project management processes and procedures, risk and issue management, escalation mechanism, including team structure, capability and resource deployment plan.
- Detailed quality assurance processes, procedures, formal review to be adopted.
- Service provider's experience provided in the format specified.
- Proposed solution on monitoring and services utilization in real time.

COMMERCIAL PROPOSAL:

Unless expressly indicated, service provider shall not include any technical information regarding the services in the commercial proposal. Prices shall be quoted entirely in Indian Rupees (INR) and must be arrived at after including all expenses, rates, and taxes.

The commercial Proposal must include the total price for supply of Dual NW M2M data SIM (Embedded SIMs and Removable Plastic SIMs) per unit Dual NW M2M data SIM as specified in the Commercial Proposal. To be deemed responsive to this Notice, service providers must complete in detail all the Commercial Proposal Forms provided in this document.

Service providers are suggested not to use - 'To Be Determined' or similar annotations in the cells for cost estimates. It is suggested that the service providers need to specify prices for all categories.

COST OF NOTICE FOR EMPANELMENT:

Non-refundable bank demand draft of Rs. 1000/- (Rs. One Thousand only) is to be submitted along with the bid towards the cost of the Notice. The demand draft is to be drawn in favor of Odisha Space Applications Centre, payable at Bhubaneswar, Odisha, from any scheduled Nationalized bank of BBSR. Bids received without or with inadequate Notice fees will be rejected.

BID SECURITY/EMD
Empanelment of Vendors for Secured M2M Dual Network SIM

- All proposals submitted in response to the Notice must be accompanied by an Earnest Money Deposit (EMD) of Rs. 50,000 (Rs Fifty Thousand Only) in the form of a Bank Demand Draft drawn in favour of Odisha Space Applications Centre, payable at Bhubaneswar, Odisha from any scheduled nationalized bank of BBSR and payable at Bhubaneswar, Odisha. Bids submitted without EMD will be rejected.

- EMD of all unsuccessful service providers would be refunded by ORSAC within 90 DAYS of the service provider being notified as being unsuccessful.

- The EMD, for the amount mentioned above, of successful service providers would be returned upon submission of Performance Bank Guarantee as per the Form provided in RFA.

- The EMD amount is interest free and will be refundable to the unsuccessful service provider without any accrued interest on it.

- The empanelled Vendors are to submit the empanelment charges in the form of Bank Draft amounting Rs.0.5 lakh (Rupees Fifty Thousand) only after receipt of empanelment order from ORSAC for providing Dual NW M2M data SIM to ORSAC / Govt. departments of Govt. of Odisha. After receipt of empanelment charges from the selected Vendors, the Empanelment Certificate will be issued by ORSAC. The empanelment charges will not be returned by ORSAC.

- This empanelment will remain valid for the period of two years and it may be extended by Chief Executive ORSAC for certain time period, if next empanelment could not be held in time due to some exigencies.

POWER OF ATTORNEY:

The service provider must submit a power of attorney duly signed by a notary public confirming the authority of the authorized representative of the service provider to sign and act in all matters concerning the offer.

BID SUBMISSION:

Organizations conversant with the subject and having necessary infrastructure and resources including local mobilization may submit their proposal with credentials for evaluation. The envelop super-scribed as "BIDS FOR EMPANELLMENT TO SUPPLY M2M MOBILE
DATA SIM FOR IoT DEVICES OF ODISHA SPACE APPLICATIONS CENTRE (ORSAC), ODISHA ". The Bidders shall provide their email-ID and Mobile No of the leading Official on top of the envelope in order to make communication from ORSAC side regarding the important dates of the Empanelment Notice.

ADDRESS FOR COMMUNICATION

The detail address for communication with ORSAC for this project is as follows:

PRAMOD KUMAR PARIDA, Sr. Scientist,
Odisha Space Applications Centre (ORSAC),
Dept. of Science and Technology, Govt. of Odisha,
Plot no.45/48, JayadevVihar, Near GAA, Unit- 16, Bhubaneswar-751023, Odisha.
Phone: +91-6 74-2303625, Cell: 6372909300, 9437284890,
Email: orsac.od@nic.in / orsac2012@gmail.com

LATE BID:

a) Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned to the service provider, unopened.
b) The bids submitted by telex/telegram/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
c) ORSAC shall not be responsible for any postal delay or non-receipt / non-delivery or the documents. No further correspondence on the subject will been entertained.

MODIFICATION AND WITHDRAWAL OF BID: Bids once submitted cannot be modified in any circumstances. Withdrawal of a Bid during this interval may result in the service provider's forfeit me of its Bid security/EMD and /or any other action as per law.

RIGHT TO ACCEPT AND REJECT ANY OR ALL BIDS:
ORSAC reserves the right to accept or reject any proposal to annul the empanelment process and reject all proposals at any time prior to award of contract, without thereby incurring any
liability to the affected service provider or service providers or any obligation to inform the affected service provider or service providers of the grounds for the ORSAC action. Incomplete bid will be straightaway rejected by ORSAC.

7.0 Bid Opening, Evaluation & Award of the Works

EVALUATION OF TECHNICAL BID
The Bids submitted up to last date will be opened at ORSAC by the Chief Executive, ORSAC or any other officer(s) authorized by ORSAC, in the presence of such of those service providers or their representatives who may choose to be present at the time of opening. The representatives of the service provider are advised to carry a letter of authority from the bidding firms for attending the Bid opening.

The Evaluation Committee will check the submission as per the criteria. Those are selected after the check shall be called for a Technical Presentation. The committee will evaluate the technical bids as per the "Tech Score Criteria" mentioned in the following table. The technical presentation will be of approximately 20 minutes duration. Evaluation of the technical presentation shall be conducted by the evaluation committee and shall be based on the past experience or the service provider in execution of similar projects, live demonstration of similar project executed in the past, proposed approach & methodology for the assignment.

ORSAC may also seek written clarifications from the service provider soon after the bids submitted by them, during the evaluation process. The primary function or clarifications in the evaluation process is to clarify ambiguities and uncertainties. if any, arising out of the evaluation of the bid documents.

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Tech Score criteria</th>
<th>The Score To be Awarded</th>
</tr>
</thead>
</table>
| 1     | The Service Provider should have a Physically verifiable & Full-fledge Registered Business Office Premise in India with Valid Registered GST Number (GSTN). | i) If it doesn’t meet the criteria: 0 (Zero) Marks.  
<pre><code>               |                                                                                     | ii) If meets the criteria: 5 (Five) 5 Marks. |
</code></pre>
<p>| 2     | DOT and TRAI Approved Dual NW                                                       | i) If it doesn’t meet the criteria: 0 (Zero) |</p>
<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Tech Score criteria</th>
<th>The Score To be Awarded</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>M2M data SIM (Embedded SIMs and Removable Plastic SIMs) Compliance Certification.</td>
<td>Marks.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>ii) If meets the criteria: 15 (Fifteen) 15 Marks.</td>
</tr>
<tr>
<td>3</td>
<td>The bidding organization must have Annual Average Turnover of Rs. 5.0 Crore (Rupees Five Crores) only in last three financial years. (FY 2016-17, 2017-18 &amp; 2018-19). The financial statement should reflect turnover.</td>
<td>i) Five Crore and above: 10 (Ten) Marks.</td>
</tr>
<tr>
<td>5</td>
<td>A. Service Provider should have executed one such Project in supplying DOT and TRAI Approved Dual NW M2M data SIM (Embedded SIMs and Removable Plastic SIMs)</td>
<td>i) Ongoing Project: 10 (Ten) Marks.</td>
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<td></td>
<td>B. Service Provider should have executed more than one such Project in supplying DOT and TRAI Approved Dual NW M2M data SIM (Embedded SIMs and Removable Plastic SIMs)</td>
<td>ii) Successful Completed One Project: 20 (Twenty) Marks</td>
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<td></td>
<td>iii) Successful Completion of More than One Project: 30 (Thirty) Marks</td>
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### Technical Score Criteria

<table>
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<tr>
<th>Sl. No</th>
<th>Tech Score criteria</th>
<th>The Score To be Awarded</th>
</tr>
</thead>
<tbody>
<tr>
<td>8</td>
<td>Technical Presentation, broadly covering the aspect of:</td>
<td>30 Marks. It is to be awarded by Technical Evaluation Committee members and it will be the arithmetic average of all marks awarded by the Tech Committee members.</td>
</tr>
<tr>
<td></td>
<td>A. Proposed Solution and Proof of the Concept.</td>
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<td></td>
<td>B. Evaluation of Past works.</td>
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<td></td>
<td>C. Firm's Techno Managerial Strength.</td>
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</tr>
<tr>
<td></td>
<td>D. Projects Executed in Odisha / Other States inside India.</td>
<td></td>
</tr>
</tbody>
</table>

| Total Technical Marks / Scores | 100 marks |

---

The service provider / bidder scoring a minimum of 60 marks out of 100 in the Technical Bid Evaluation process, shall be declared as the Technically Qualified service provider. The Financial bids shall be opened only for the Technically Qualified service providers.

### Eligibility Criteria Checklist:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Qualification required</th>
<th>Compliance (Yes/No)</th>
<th>Documents of proof</th>
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</thead>
<tbody>
<tr>
<td>1.</td>
<td>The bidding Firm must be Registered under Indian Companies Act/Partnership act.</td>
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<tr>
<td>2.</td>
<td>The Service Provider should have a Physically verifiable &amp; Full-fledge Registered Business Office Premise in India with Valid Odisha Registered GST Number (GSTN)</td>
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<td>3.</td>
<td>The Service Provider should be in the field of DOT and TRAI Approved DualNW M2M data SIM (Embedded SIMs and Removable Plastic SIMs) business in Indian / State Govt.</td>
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</tr>
<tr>
<td>Sl. No.</td>
<td>Qualification required</td>
<td>Compliance (Yes/No)</td>
<td>Documents of proof</td>
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<tr>
<td>4.</td>
<td>Departments or Organizations / Nifty Listed Organizations in India, for at least 2(Three) years.</td>
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<tr>
<td>5.</td>
<td>The bidding organization must have Annual Average Turnover of Rs. 5.0 Crores (Rupees Five Crore) only in last three financial years. (FY 2016-17, 2017-18 &amp; 2018 -19). The financial statement should reflect turnover.</td>
<td></td>
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<td>7.</td>
<td>DOT and TRAI Approved Dual NW M2M data SIM (Embedded SIMs and Removable Plastic SIMs) certification.</td>
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<tr>
<td>8.</td>
<td>A. Service Provider should have executed one such Project in supplying DOT and TRAI Approved Dual NW M2M data SIM (Embedded SIMs and Removable Plastic SIMs) &lt;br&gt; B. Service Provider should have executed more than one such Project in supplying DOT and TRAI Approved Dual NW M2M data SIM (Embedded SIMs and Removable Plastic SIMs)</td>
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<tr>
<td></td>
<td>Technical Presentation, broadly covering the aspect of: &lt;br&gt; A. Proposed Solution and Proof of the</td>
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</table>
EVALUATION OF PRICE BID:
The price bids shall be opened only for the Technically Qualified service providers. The date, time and venue of the opening of price bids shall be communicated to the Technically Qualified service providers in advance. The authorized representatives of the Technically Qualified service providers may be present during the price bid opening process. The price bids shall be scrutinized for their conformity to the specified formats and signatures. The price bids not in specified format and/or not with signature of the authorized representatives shall be summarily rejected. Scrutiny and evaluation of the price bids shall be conducted as follows. The evaluation of the price bids will be based on the combined Quality and Cost Based Selection (QCBS) Method.

Scrutiny and evaluation of the Financial Bids shall be carried out as per the following guidelines.

- In the event of difference between the price mentioned in figures and words, the price in words shall be valid and binding.
- Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of the errors; its Bid Proposal will be rejected.
- Totaling of the itemized price quoted will be done if not carried out. Total price will be treated as bid price.
- Any discrepancy relating to prices quoted in the offer across different sections of the bid, only

<table>
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<tr>
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<td>Concept</td>
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<tr>
<td></td>
<td>D. Projects Executed in Odisha or in other States of India.</td>
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</tbody>
</table>
prices given in the prescribed format of this Notice shall prevail.

Scores of the Commercial Evaluation would be weighed prorate on a scale of 100. The Bidder with the lowest commercial quote shall be awarded 100 marks. The marks obtained by the bidders in the Financial Bid evaluation shall be considered as Financial Score (FS). The Financial Score of the other Technically Qualified Bidders shall be computed as per the following formula

\[ FS = 100 \times \left( \frac{F_{min}}{F_b} \right) \]

Where:

- \( FS \) = Financial Score for the bidder under consideration
- \( F_{min} \) = minimum price quoted by any bidder
- \( F_b \) = price quoted by the bidder

The Technical Score (TS) and the Financial Score (FS) secured by each bidder shall be subjected to the Technical Weightage \( WT = 0.70 \) (the weight given to the technical proposal) and Financial Weightage \( WF = 0.30 \) (the weight given to the financial proposal).

The Combined Technical and Financial Score (S) for the bidder (s) shall be computed as per the following formula.

\[ S = (TS \times 0.7) + (FS \times 0.3) \]

Tie Breaking strategy to be adopted, in case of a tie in the combined Technical and Financial Scores as under:

- The bidder who has executed maximum numbers of DOT and TRAI Approved Dual NW M2M data SIM (Embedded SIMs and Removable Plastic SIMs) Projects of worth more than Rupees One core which are verifiable from the documents submitted in the NOTICE, shall be the winner of the bid in the tie, and the QCBS price of Dual NW M2M data SIM (Embedded SIMs and Removable Plastic SIMs) will be taken as the prices of the Notice.

- If the above method fails to resolve the tie, the bidder having the maximum Average Annual Turnover as described in the General Eligibility Criteria of this Notice, the prices quoted by that Bidder are the QCBS Prices for the empanelment under Dual NW M2M data SIM (Embedded SIMs and Removable Plastic SIMs).

FORFEITURE OF BID SECURITY:

The Bid security may be forfeited either in full or in part, at the discretion of ORSAC, on account
of one or more of the following reasons:

- The service provider withdraws his bid during the period of Bid validity specified by him on the Bid Letter Form.
- The service provider fails to co-operate in the Bid evaluation process.
- If the bid or its submission is not in conformity with the instruction mentioned herein.
- If the service provider violates any of the provisions of the terms and conditions of the Notice.
- If the service provider is non-responsive or does not provide appropriate response to any clarification sought by the ORSAC within the stipulated time during bid evaluation.
- In the case of a successful service provider fails to (a) accept award of work, (b) sign the Contract Agreement with ORSAC, after acceptance of communication on placement of award, (c) furnish performance security.
- The service provider violates any of such important conditions of this Notice or indulges in any such activities as would jeopardize the interest of ORSAC in timely finalization of this Empanelment.

**DISQUALIFICATION:**

The proposal is liable to be disqualified in the following cases or in case service provider fails to meet the bidding requirements as indicated in this Notice.

- Proposal not submitted in accordance with the procedure and formats prescribed in this document or treated as non-conforming proposal.
- The service provider qualifies the proposal with his own conditions.
- Proposal received in incomplete form.
- Proposal received after due date and time.
- Proposal not accompanied by all the requisite documents.
- Information submitted in technical proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period, if any.
- Bids not submitted with required certification.
- Commercial proposal enclosed with the same envelope as technical proposal.
- Service Provider trying to influence the proposal evaluation process by unlawful, corrupt or fraudulent means at any point of time during the bid process.
- In case any one party submits multiple proposals, the bids are likely to be disqualified, unless
additional bids are withdrawn upon Notice immediately.

- Any deviations between technical and commercial proposals shall make the proposal as being unresponsive and may lead to disqualification of the proposal.

Service Providers may specifically note that while evaluating the proposals, if it comes to ORSAC’s knowledge expressly or implied, that some service providers may have colluded in any manner whatsoever or otherwise joined to form an alliance resulting in delaying the processing of proposal, then the service providers so involved are liable to be disqualified for this contract as well as prohibited from participation in any of the Tender/RFP/RFA/Empanelment/EOI floated by ORSAC in future.

EMPANELMENT CRITERIA:

ORSAC will empanel the successful service provider / Providers having the best proposal with respect to the above-mentioned evaluation criteria.

- ORSAC will notify all the technically qualified successful service bidders the QCBS rates selected under the Notice for Empanelment for Dual NW M2M data SIM (Embedded SIMs and Removable Plastic SIMs) for confirming the rates to supply Dual NW M2M data SIM (Embedded SIMs and Removable Plastic SIMs) for IoT Projects of ORSAC by writing to ORSAC within a specific time period mentioned in the ORSAC Offer Letter by Speed Post/ email.

- After expiry of the notified time period, ORSAC will notify the names of the Service Providers confirming to the selected rate of Dual NW M2M data SIM (Embedded SIMs and Removable Plastic SIMs) for IoT Project of ORSAC under the empanelment.

- The empaneled serial numbers are to be maintained based on the QCBS scores secured by the Vendors. Those Vendors not confirming to the QCBS rates will not be considered for empanelment under Dual NW M2M data SIM (Embedded SIMs and Removable Plastic SIMs) for IoT Projects of ORSAC.

- The selected Dual NW M2M data SIM (Embedded SIMs and Removable Plastic SIMs) Firms/Vendors have to deposit Empanelment Charges amounting Rs.0.5 lakh (Rupees Fifty Thousand) only in the form of Bank Draft issued by a Nationalized Bank in favor of Chief executive, ORSAC and to sign the Contract Agreement within 10 days of the notification. After signing of the Contract Agreement, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

- After verification and realization of the Empanelment Charges, ORSAC will Prepare an
Empanelment list of the Dual NW M2M data SIM (Embedded SIMs and Removable Plastic SIMs) for IoT Projects of ORSAC and notify to all the empaneled Service Providers by email.

- This empanelment of Dual NW M2M data SIM (Embedded SIMs and Removable Plastic SIMs) for IoT Projects of ORSAC will remain Valid for a period of two years from the date of Publication.

- The validity of the empanelment and its extension is the prerogative decision of the Chief Executive, ORSAC. His decision on this matter will be binding to all the empaneled vendors under M2M data SIM Service Providers.

### 8.0 General Terms & Conditions

#### 8.1 Bid Validity Period

The Bid submitted by the bidder shall remain valid for 180 days from the date of opening of the Financial Bid. Bids with validity period less than 180 days shall be treated as non-responsive and shall be rejected.

#### 8.2 Corrupt / Fraudulent Practices

The Bidder is expected to observe highest standards of ethics during the procurement and execution of the assignment. In pursuance of this policy, ORSAC defines the terms set forth as follows:- "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the procurement process or in contract execution; and "Fraudulent Practice" means a misrepresentation of facts, in order to influence a procurement process or execution of a contract to the detriment of the Client, and includes collusive practice among Bidders (prior to or after bid submission), designed to establish bid prices at artificial non-competitive levels and to deprive the Client of the benefits of the free and open competition. In case the Bidder is found to be engaged in Corrupt/ Fraudulent practices before the contract award or after award of the contract, such Bidder shall be declared ineligible and his/ her bid shall be rejected and the contract shall be terminated, as the case may be.

#### 8.3 Right To Accept / Reject The Bid

Notwithstanding anything contained herein, Chief Executive, ORSAC reserves the Right to reject any Bid or all Bids without showing any reason thereof.
8.4 Late Bids
Bids received after the specified last Date and Time of receipt (including any extension of time for submission of bid thereof) for whatsoever reason, shall be rejected summarily. No further communications in this regard shall be entertained.

8.5 Award Of Work
Notwithstanding anything contrary to the provisions in this Notice, Chief Executive, ORSAC reserves the right to accept or reject any proposal or to annul the process fully or partially or modify the same and to reject any/all proposals at any time prior to the award of work, without incurring any liabilities in this regard and without assigning any reason thereof. ORSAC reserves the right at the time of Contract award or during the execution of contract to increase or decrease the quantity of work allotted to the selected Bidder.

8.6 Performance Bank Guarantee
The Empaneled Service Provider shall be required to submit a Performance Bank Guarantee for each pool of 1000 sales amounting Rs.1.00 lakh in the form of Demand Draft (DD) / Banker’s Cheque / Amount Transfer through Internet Banking to ORSAC Account from a nationalized Bank of India. The selected bidder shall furnish the Performance Bank Guarantee within 1 month of issue of the work order. The Performance Bank Guarantee shall be held free of interest as security for due performance as per obligations under the contract. The Performance Bank Guarantee shall be released after successful completion of the Performance Period.

8.7 Extension Of Time
The date of completion of the contract may be extended due to force majeure or events beyond control of the selected Bidder. In such case, the Bidder shall be obliged to submit a claim for extension of time with due justification. The decision of the department on time extension shall be binding on the Bidder. Necessary amendment to the contract in accordance with the granted time extension will be done. Liquidated Damage shall not be applicable for the officially extended time period.

8.8 Copyright
The copyrights of all maps, documents and other materials containing data and information including plan/ design/ specifications/ database/ application software
furnished by the selected Bidder to the ORSAC shall remain as Intellectual Property of the ORSAC.

8.9 Liquidated Damages
In case the selected Bidder fails to attain completion of the work within the scheduled time for completion or any extension thereof due to reasons attributable to the selected bidder, ORSAC shall recover the amount of Liquidated Damages, by making deductions from the selected bidder's account or by encashment of Bank Guarantees at the rate of 0.5% of the Contract Price plus escalation, if any, excluding taxes and duties per month of delay up to a maximum of 5% of the Contract value, excluding taxes and duties.

However, the payment of liquidated damages shall not in any way relieve the selected Bidder from any of its obligations to complete the Work or from any other obligations and liabilities of the Consultant under the Contract.

8.10 Suspension Of Work
ORSAC may, by Notice to the selected Bidder, order the selected Bidder to suspend Work of any or all of its obligations under the Contract. Such Notice shall specify the obligation of which performance is to be suspended, the Effective Date of the suspension and the reasons therefore. The selected Bidder shall thereupon suspend work of such obligation (except those obligations necessary for the care or preservation of the Work) until ordered in writing to resume such performance by ORSAC.

8.11 Insurance & Liability
The selected Bidder shall, at his own expense, arrange appropriate comprehensive insurance to cover all risks assumed by the vendor under this contract in respect of its personnel and equipment deployed under this contract. ORSAC shall not be liable for any incident relating to any damage to the machines/persons involved during the survey/work.

8.12 Entire Contract and T & C of this NOTICE
The terms and conditions laid down in this document and all annexure thereto as also the forms and any attachment shall be read in consonance as an integral part of this contract. Confusions due to inadvertent omissions and commissions in this Notice shall be addressed and disposed under the object and reason of this Notice and matters are to
be understood under common sense and logic.

8.13 Disputes & Arbitration

All disputes arising out of the contract shall be amicably settled by both parties. In the unfortunate event of any dispute or differences, breach and violation relating to the terms of this agreement, the said dispute or difference shall be referred to the sole arbitration of the Arbitrator appointed by Chief Executive, ORSAC for the purpose. The award of the arbitrator shall be final and binding on both the parties. The adjudication of arbitrator shall be governed by the provision of the Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof or any rules made thereof. All legal disputes are subject to the jurisdiction of courts in Bhubaneswar.

8.14 Governing Laws

The contract between Chief Executive, ORSAC and the selected Bidder shall be governed by and interpreted in accordance with the laws for the time being in force in the state of Odisha. The courts at Bhubaneswar shall have exclusive jurisdiction in all matters arising under the contract.

8.15 Force Majeure

Neither party shall be liable to the other for any loss or damage occasioned by or arising out of acts of God such as unprecedented flood, volcanic eruption, earthquake or other convulsion of nature and other acts such as but not restricted to invasion, the act of foreign countries, hostilities, or war-like operations before or after declaration of war, rebellion, military power which prevent performance of the contract and which could not be foreseen or avoided by a prudent person.

9.0 Proforma/ Bid Submission Format

List of Proforma Forms for The Bidder Firms:

GF-1: SERVICE PROVIDER’S PROFILE
GF-2: SERVICE PROVIDER’S UNDERTAKING STATEMENT
GF-3: CERTIFICATE OF COMPLIANCE (NO CONFLICT OF INTEREST)
GF-4: CONFIDENTIALITY/ NON-DISCLOSURE UNDERTAKING
GF-5: FORMAT FOR QUERIES:
GF-6: FORMAT OF AGREEMENT (SHALL BE SIGNED AFTER AWARD OF THE CONTRACT)

TF-1: TECHNICAL BID LETTER

TF-2: DETAILS OF RELEVANT PAST EXPERIENCE IN EXECUTION OF SIMILAR PROJECTS

CF-1: COMMERCIAL BID LETTER

CF-2: FORMAT FOR FINANCIAL BID

GF-1: SERVICE PROVIDER'S PROFILE:

Notice No. ……..

Name of Project: -

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Required Details of the Service Provider</th>
<th>Service Provider Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Name of the company Firm</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Company/Firm registered office address</td>
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<tr>
<td></td>
<td>Telephone number</td>
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<tr>
<td></td>
<td>Fax number e-mail</td>
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</tr>
<tr>
<td>3.</td>
<td>Correspondence/ contact address</td>
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<tr>
<td>4.</td>
<td>Details of contact person</td>
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<td></td>
<td>(Name, designation, address etc.) Telephone number Fax number e-mail</td>
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<tr>
<td>5.</td>
<td>Is the company/firm a registered company/firm? If yes, submit documentary proof. Year and place of the establishment of the company</td>
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<tr>
<td>6.</td>
<td>Former name of the company/firm, if any.</td>
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</tbody>
</table>
| 7. | Is the company/firm?  
➢ A Government/ Public Sector Undertaking?  
➢ A proprietary firm?  
➢ A partnership firm (if yes, give partnership deed)?  
➢ A limited company or limited corporation?  
➢ A member of a group of companies (if yes, give name and address, and description of other companies)?  
➢ A subsidiary of a large corporation (if yes give the name and address of the parent organization) If the company is subsidiary, state what involvement if any, will the parent company have in the project?  
➢ A joint venture consortium (if yes, give name and address of each partner)? |
<p>| 8. | Is the company/firm registered with sales tax department? If yes, submit valid sales tax clearance certificate. |
| 9. | Is the company/firm registered for service tax with Central Excise Department (Service Tax Cell)? If yes, submit valid service tax registration certificate. |
| 10. | Attach the organizational chart showing the structure of the organization including the names of the directors and the position of the key officers. |</p>
<table>
<thead>
<tr>
<th>Question</th>
<th>Answer</th>
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<tbody>
<tr>
<td>What is the total number of employees?</td>
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<tr>
<td>11. Number of years in the relevant field?</td>
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<tr>
<td>12. Is the company/firm registered with any Government/ Department/ Public Sector undertaking? (if yes, give details)</td>
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<tr>
<td>13. How many years have your organization been in business under your present name? What were your fields when you established your organization? When did you add new fields (if any)?</td>
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</tr>
<tr>
<td>14. What type best describes your company/firm? (Documentary of proof to be submitted) - Manufacturer - Supplier System Integrator Consulting Firm Implementation Agency (pl. specifies details) Software Development Total Implementation Agency (Design, Supply, Integration, etc.)</td>
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<td>15. Please give details with contact no. of staff those will be involved in this project.</td>
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<tr>
<td>16. Number of offices / project locations in</td>
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<td>• India:</td>
<td></td>
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<td>• Odisha:</td>
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<td>17. List the major projects of ORSACs with whom your organization has been/ is currently associated.</td>
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<tr>
<td>18. What is the total year of experience of handling Government projects?</td>
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<tr>
<td>19. Have you ever been denied for any bidding facilities by any Government’ Department/ Public sector Undertaking? (Give details)</td>
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</table>

Name of the Authorized signatory:

Company Seal: -

Signature:

**GF-2: SERVICE PROVIDER'S UNDERTAKING STATEMENT:**

Selection of Service Provider for the project titled (Empanelment of Dual NW M2M data SIM (Embedded SIMs and Removable Plastic SIMs) for IoT Projects of ORSAC)” (Notice No..... /2020) We,

M/S

…………………………………………………………………………………………………………………………..

……………… hereby confirm that we have read and understood the entire Notice for Empanelment and accordingly submitted our BidProposals as follows:

1. Commercial Proposal (Format of Notice, Schedule of Prices) in hard copy.

2. —Ditto- digital word/excel format — Total Pages ....................

3. Technical Proposal consisting of the following documents in digital pdf format and hard copy:

    a. .......................................................... Total pages

    b. .......................................................... Total pages
4. We understand that the entire Notice for Empanelment of Image Services and the technical and commercial proposal including Notice circulars and addenda shall form part of the Contract Document and we undertake to sign and stamp each and every page of these documents if our offer is accepted.

Signed by duly Authorized signatory

…………………………………………………………………………… On behalf of
M/S

……………………………………………………………………………………………

Company Stamp         Signature

GF-3; CERTIFICATE OF COMPLIANCE (NO CONFLICT OF INTEREST)

Firm’s Name...
Address: ………………………………………………………

……………………………………………………………………………

……………………………………………………………………………

We hereby certify and confirm that the entity named above, including all members, partners and persons associated with it shall not have any corporate, commercial or other links, relationship or agreements with any of the entities who will be entrusted with Service Provider for the project titled “Empanelment of Dual NW M2M data SIM (Embedded SIMs and Removable Plastic SIMs) for IoT Projects of ORSAC ” under” the scope of this Notice.

(Authorized signatory): Name:
GF-4: CONFIDENTIALITY/ NON-DISCLOSURE UNDERTAKING

This Confidentiality Undertaking (this “Undertaking”) is made by [   ] a corporate entity registered under the laws of [   ], whose address is [   ] (hereinafter referred to as the “Recipient”).

WHEREAS, the Recipient is entrusted to Service Provider for the project titled “Empanelment of Dual NW M2M data SIM (Embedded SIMs and Removable Plastic SIMs) for IoT Projects of ORSAC “WHEREAS, ORSAC has agreed to make available to the Recipient certain information to enable the “Recipient” to carry out the required services;

NOW, THEREFORE, the Recipient undertakes the following:

1. The above preamble shall form an integral part of this Undertaking.

2. For the purpose of this Undertaking the term “Confidential Information” shall mean any and all information, data or records of ORSAC or entrusted to ORSAC by any third party presented, given, sent or delivered to the Recipient whether in print, text, writing, via computer diskettes, compact disks, computer files of all kinds, or through any other audiovisual, tangible or intangible medium whatsoever, and designated in writing by
ORSAC or its affiliates or Employers or which, under the circumstances surrounding disclosure, ought to be treated as confidential and shall include but shall not be limited to, any and all information, data, records, statements, processes, formulae, techniques, financial, technical, operational, commercial, staff, management, sales strategies, desires, goals or expansions and other information, data and expertise of whatever kind of ORSAC, including all lists of potential or existing Employers or customers, organizational information, contracts or agreements, proprietary business or management methods, marketing data, fee schedules, know-how, designs, concepts, techniques, inventions and ideas, business plans, computer software and programs, database technologies, systems, structures and architectures, research projects or trade secrets of ORSAC or its affiliates or Employers and shall include all computer files, documents, data and analyses prepared by ORSAC or its agents or its affiliates or Employers, which contain or are based upon Confidential Information. Confidential Information shall also include any information which can be obtained by examination testing or analysis of any such hardware, any component or part thereof, and software or material samples, provided or given access to the Recipient by ORSAC.

3. The obligation to maintain the confidentiality of Confidential Information shall continue to apply for five years after signature of this Undertaking. However, the said obligation does not apply to Confidential Information:
   a) If the Confidential Information is generally available in the public domain (unless available as a result of breach of this Undertaking);
   b) If the Confidential Information is lawfully in the Recipient’s possession (as evidenced by the Recipient’s written records) and was not acquired directly or indirectly from ORSAC;
   c) If the disclosure of Confidential Information is required by any applicable law or by any supervisory or regulatory body to whose rules the Recipient is subject, or with whose rules it is necessary for the Recipient to comply.

4. If any proceedings are commenced or action taken which could result in it becoming compelled to disclose Confidential Information, the Recipient will, to the extent that it is lawfully able, immediately notify ORSAC of such proceedings or action in writing and will take all available steps to resist or avoid such proceeding or action, including all steps that may reasonably be requested by ORSAC and keep ORSAC fully and promptly informed of
all matters and developments relating thereto. If the Recipient is obliged to disclose Confidential Information to any third party, the Recipient will disclose only the minimum amount of information consistent with satisfying its obligation. Furthermore, the Recipient will give prior written Notice of the information it proposes to disclose, the Notice containing a copy of the proposed disclosure, and will give ORSAC an opportunity to discuss the relevant Notice prior to any disclosure.

5. The Recipient will immediately upon receipt of a written demand from ORSAC:
   a) Return to ORSAC all Confidential Information (and all and any copies thereof or of any part thereof);
   b) Expunge all Confidential Information from any computer or other similar device and all documents, forms, diskettes, compact discs, computer files or other tangible or intangible item containing Confidential Information together with all relevant samples and models which it has in its possession into which it was entered by it or on its behalf or by its advisers or representatives or on their behalf; and
   c) Destroy all notes, analysis or memoranda containing Confidential Information prepared by ORSAC or on its behalf or by its advisers or representatives or on their behalf,

6. The Recipient hereby expressly, unconditionally and irrevocably agrees that it shall:
   i. Hold ORSAC’s Confidential Information in strict confidence to itself and restrict access to such Confidential Information to only its employees who need to know it and shall further ensure that any such employees are bound by the obligations of confidentiality as stated in this Undertaking, and to hold all Confidential Information of ORSAC in strict confidence
   ii. Treat such Confidential Information with at least the same care and precaution that the Recipient affords to its most confidential, valuable, and secret information
   iii. Not use, exploits, access or benefit from such Confidential Information for any reason or purpose whatsoever
   iv. Not use such Confidential Information in any way detrimental to ORSAC (it being acknowledged that any use or exploitation by the Recipient of the Confidential
Information for any purpose whatsoever other than its own internal and non-commercial use, will be deemed detrimental to ORSAC)

v. Not to copy, keep, preserve, store or retain in any medium whatsoever any Confidential Information of ORSAC for any reason whatsoever, to that effect, the Recipient hereby expressly undertakes that it shall immediately upon the request of ORSAC, destroy any and all of the Confidential Information of ORSAC, which the Recipient has received from ORSAC

vi. Release such Confidential Information to a concerned “Recipient Representative” requiring such information only after advance written notification to ORSAC stating the name, address, telephone number and relationship to the Recipient of such Recipient Representative, and notifying such Recipient Representative to whom any disclosure of the Confidential Information is made that the disclosure is made in confidence, that the Confidential Information must be kept in strict confidence by the Recipient Representative and that the Confidential Information as well as the Recipient Representative is subject to the terms of this Undertaking

vii. Not to release, circulate, publish, expose, distribute, reveal, issue or disclose such Confidential Information through any medium or means whatsoever to any other person, persons, entity or entities without the prior express and explicit written consent of ORSAC, in which event the Recipient shall require such person or entity to enter into a confidentiality agreement acceptable to ORSAC

viii. Take all reasonable steps to protect the Confidential Information from unauthorized access, production, publication, distribution, circulation, exposure, copying or disclosure by any party, in any manner, any means and any medium whatsoever.

ix. Comply with any and all instructions that ORSAC may issue in relation to the manner through which the Recipient may utilize the Confidential Information for the purposes of this article.

x. Notify ORSAC immediately upon discovery of any unauthorized use or disclosure of Confidential Information, or any other breach of this Undertaking by the Recipient, and will cooperate with ORSAC in every way to help in regain possession of the Confidential Information and prevent any further unauthorized use of such.
7. The Recipient hereby expressly and unconditionally agrees that any and all of the terms, conditions and provisions contained within this Undertaking relating to the Confidential Information are of the essence, reasonable and necessary in order to protect ORSAC’s business, reputation, best interests and goodwill. To that effect, the Recipient hereby expressly and unconditionally declares, understands and accepts that should the Recipient breach any of the term’s conditions and/or provisions of this Undertaking, ORSAC shall suffer grave loss, damage and lost profits to its businesses, reputation, best interests and goodwill.

8. The recipient acknowledges and agrees that damages would not be an adequate remedy for any breach of this undertaking and that either party shall be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of any such undertaking.

9. The Recipient hereby expressly and unconditionally understands and accepts that nothing in this Undertaking is intended to grant the Recipient any form of right, title or interest in or to any of the Confidential Information of ORSAC whatsoever, or to any invention, trade secret or intellectual property based thereon. By disclosing, presenting or providing Confidential Information to the Recipient, the Recipient fully and unconditionally understands and accepts that ORSAC does not grant any express or implied right interest or title to the Recipient or the Recipient Representative to any Confidential Information.

This Undertaking shall be governed by and construed in accordance with the laws of Republic of India. Any dispute arising out of or in connection with this Undertaking shall be referred to the Hon’ble High court of Odisha.

................................................................. Signed by authorized signatory of
M/S ................................................................. (The Service Provider)
<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Section No.</th>
<th>Page No.</th>
<th>Excerpt of Notice Clause</th>
<th>Query</th>
</tr>
</thead>
</table>

**GF-5: FORMAT FOR QUERIES:**

Service Providers requiring specific points of clarification may communicate with ORSAC during the specified period using the following template in MS Word Files as per the enclosed format.

Notice No:.

Name of Project: “Empanelment of Dual NW M2M data SIM (Embedded SIMs and Removable Plastic SIMs) for IoT Projects of ORSAC”

Name of the Service Provider:

Contact Address of the Service Provider, with e-mail Id & Mobile No.
This AGREEMENT made on the ................... Day Of ........................................

20__ BETWEEN; 1. ORSAC (hereinafter referred to as the “ORSAC”), having address at ................................................ represented by the ........................................

(Which expression shall, unless repugnant to the context meaning thereof, include his successors, assignees) who is duly authorized by ORSAC to execute this agreement of the FIRST PART

2. M/S ...................................................... whose registered office is at .......................................................... and are duly registered as Implementation Firm under the laws of Republic of India hereinafter referred to
as “Service Provider (SP)” (which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns) of the SECOND PART.

WHEREAS the ORSAC is desirous that the agreement be rendered in accordance with the Conditions of this Agreement as contained herein and the SP is willing and capable to render the said Services and has submitted an offer and the ORSAC has accepted the same for the following: Services: Service Provider for the project titled “Empanelment of Dual NW M2M data SIM (Embedded SIMs and Removable Plastic SIMs) for IoT Projects of ORSAC”.

NOW THESE PRESENT WITNESSES and it is hereby agreed and declared by and between the parties hereto as follows:

i. In this Agreement the words and expressions shall have the same meanings as are respectively assigned to them in the Instruction to Service Providers & Notice Forms, Special Conditions of Contract and General Conditions of Contract hereinafter referred to.

ii. The following documents shall be deemed to form and be read and construed as part of them Agreement viz:

a. The Notice issued by ORSAC

b. The said Offer

c. Conditions of the Contract

d. The Appendices

e. Letter of Acceptance/Award

f. All pre-Notice circulars & addenda issued during the tendering stage

g. All post-Notice clarifications, confirmations and correspondence (letters, faxes, emails) and minutes of meetings, in consideration of the payment to be made by the ORSAC to the SP as hereinafter mentioned, the SP hereby covenants with the ORSAC to perform the Services in conformity in all respects with the provisions of this Agreement.

ii. The ORSAC hereby covenants to pay the SP in consideration of the above Services the remuneration at the times and in the manner prescribed by this Agreement.
iii. The Contract Sum for the Project has been agreed between the ORSAC and SP to be INR …………………………. The same amount shall be the value for the purpose of furnishing Professional Indemnity Insurance by the SP.

IN WITNESS whereof the parties hereto have hereunder set their respective hands and seals on the day and year first above written.

Signed by a duly authorized signatory for and on behalf of the ORSAC

M/S ………………………………………………………………………………………………………

Chief Executive, ORSAC

Signature

(Name & Designation)

Witness

Signature

(Name & Designation)

Witness

Signature

TF-1: TECHNICAL BID LETTER

To

The Chief Executive,

Odisha Space Applications Centre (ORSAC), Bhubaneswar.

Reference. Notice No. ……

Letter no. Dated ……………………………

Sir,

2. We hereby offer to provide the Services at the prices and rates mentioned in the Financial Bid
3. We do hereby undertake, that, in the event of acceptance of our bid, the Services shall be provided as stipulated in the schedule to the Bid document and that we shall perform all the incidental services.

4. We enclose herewith the complete Technical Bid as required by you. This includes:
   i) This Bid Letter
   ii) Bid Particulars
   iii) Documents in support of Technical Bid Evaluation Criteria
   iv) Details of the proposed solution, proposed Methodology & Timeline We agree to abide by our offer for a period of 180 days from the actual date of opening of the Technical Bids and that we shall remain bound by a communication of acceptance within that time.

We have carefully read and understood the terms and conditions of the Notice and the conditions of the Contract applicable to the Notice and we do hereby undertake to provide services as per these terms and conditions. Certified that the Bidder is a Company and the person signing the Bid Proposal is the duly constituted attorney. Bid Security (Earnest Money) for an amount equal to Rs. _________ (Rs. ________ Lakhs Only) is enclosed in the cover containing Part-I of the bid. We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof or placement of letter of intent awarding the contract, shall constitute a binding contract between us.

Dated this Day of 2020 (Signature) (In the capacity of)
Duly authorized to sign the Bid Proposal for and on behalf of: (Name and Address of Company)

Seal/Stamp of Service Provider

Witness Signature:

Witness Name:

Witness Address:
TF-2: DETAILS OF RELEVANT PAST EXPERIENCE IN EXECUTION OF SIMILAR PROJECTS

Format for Relevant experience

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Item</th>
<th>Details</th>
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<td></td>
<td>General Information</td>
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<tr>
<td>1</td>
<td>Name of Project</td>
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<tr>
<td>2</td>
<td>Customer Name</td>
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<td>3</td>
<td>Name, address and contact details of customer</td>
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<tr>
<td>4</td>
<td>Project Start Date</td>
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<td>5</td>
<td>Project End Date</td>
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<th>Compliance Information</th>
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<tr>
<td>6</td>
<td>Nature (Govt. / Govt. undertaking, PSU etc.)</td>
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<tr>
<td>7</td>
<td>Nature of Project (Supply of Dual NW M2M data SIM (Embedded SIMs and Removable Plastic SIMs))</td>
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<td>Project Location (India or elsewhere)</td>
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<tr>
<td>8</td>
<td>Project Location (India or elsewhere)</td>
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<td>9</td>
<td>Value of Project</td>
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<td>10</td>
<td>Current Project Status (Completed / under execution)</td>
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<td>Support</td>
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<tr>
<td>11</td>
<td>Project Completion / successful</td>
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</tbody>
</table>

[Mention the documents from which it is evident, like work order, certificate etc. at page: (on which page of bid the document is provided)]

Signature

**CF-1: COMMERCIAL BID LETTER**

To
The Chief Executive,
Odisha Space Applications Centre (ORSAC),
Bhubaneswar.
Ref. Notice No……
Sir,
1. We hereby offer to provide the Dual NW M2M data SIM (Embedded SIMs and Removable Plastic SIMs) for IoT Projects of ORSAC at the prices and rates mentioned in the Commercial Bid in CF2.

2. We enclose herewith the complete Commercial Bid as required by you. This includes:
   i. This Bid Letter.
   ii. Price Schedule in the desired format.

We agree to abide by our offer for a period of 180 days from the actual date of opening of the Technical Bid and that we shall remain bound by a communication of acceptance within that time. We have carefully read and understood the terms and conditions of the Notice and the conditions of the Contract applicable to the Notice and we do hereby undertake to provide services as per these terms and conditions.

Herewith we confirm to agree with the marks awarded during the evaluation process as per the Notice without any objection in time,

Dated this Day of............ 2020 (Signature) (In the capacity of)

Duly authorized to sign the Bid Proposal for and on behalf of:

(Name and Address of Company) Seal/Stamp of Service Provider

Witness Signature: Witness Name: Witness Address:

CF-2: FORMAT FOR FINANCIAL BID

1. FORMAT FOR COMMERCIAL BID FOR PROVIDING UAS IMAGE SERVICES

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Deliverables</th>
<th>Rates to be quoted per Dual NW M2M data SIM in Indian Rupees without any tax</th>
</tr>
</thead>
</table>

Odisha Space Applications Centre, ORSAC, July, 2020
### Dual NW M2M data SIM (Embedded SIMs and Removable Plastic SIMs) for IoT Projects of ORSAC

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<tbody>
<tr>
<td>1.</td>
<td>Dual NW M2M data SIM (Embedded SIMs and Removable Plastic SIMs) for IoT Projects of ORSAC</td>
</tr>
</tbody>
</table>

Signature

Seal of the company

*Note: No extra item or condition should be Furnished in the Bid. One has to follow strictly rows and columns of the bid format only.*

Filled in applications should be submitted to ORSAC on or before ………ORSAC reserves the right to accept or reject any application.

**End of Notice**

**Chief Executive, ORSAC**