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STATE LEVEL EMPANELMENT OF AGENCIES FOR CONDUCTING COMPUTER BASED RECRUITMENT EXAMINATION (CBRE)

RFP Reference No. OCAC-SEGP-SPD-0002-2023-23038





Odisha Computer Application Centre

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DISCLAIMER

OCAC is procuring services related to conducting Computer Based Recruitment Examination (CBRE) through a State level empanelment process. OCAC is the Tender inviting authority for this tender.

The information contained in this Request for Proposal (RFP) document, or subsequently provided to bidders, whether verbally or in documentary form, by or on behalf of OCAC, or any of their employees or advisors, is provided to bidders on the terms and conditions set out in this RFP document and any other terms and conditions subject to which such information is provided.

This RFP document is not an agreement and is not an offer or invitation by OCAC or its representatives to any other party. The purpose of this RFP document is to provide interested parties with information to assist the formulation of their Proposal. This RFP document does not purport to contain all the information each Applicant may require.

This RFP document may not be appropriate for all persons, and it is not possible for OCAC, their employees or advisors to consider the investment objectives, financial situation and particular needs of each entity/bidder who reads or uses this RFP document. Certain bidders may have a better knowledge of the proposed Project than others. Each applicant should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and obtain independent advice from appropriate sources. OCAC, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.

OCAC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

Contents

1.	Fact	act Sheet		
2.	Req	Request for Proposal		
3.	Insti	uction to the Bidders	9	
	3.1.	General	9	
	3.2.	Compliant Proposals and Completeness of Response	9	
	3.3.	Code of Integrity	9	
	3.4.	Consortium/ Joint Venture	10	
	3.5.	Pre-Bid Meeting and Clarifications	10	
	3.6.	Key Requirements of the Bid	12	
	3.6.1.	Right to Terminate the Process	12	
	3.6.2.	RFP Document Fees	12	
	3.6.3.	Earnest Money Deposit (EMD)	12	
	3.6.4.	Proposal Preparation Costs	13	
	3.6.5.	Language	13	
	3.6.6.	Submission of Proposals	13	
	3.6.6.1	. General Instruction to Bidders	13	
	3.6.6.2	. Instruction to Bidders for Online Bid Submission	14	
	3.6.6.3	. Guidelines for Registration	14	
	3.6.6.4	. Searching for Tender Documents	15	
	3.6.6.5	. Preparation of Bids	15	
	3.6.6.6	. Submission of Bids	16	
	3.6.6.7	. Clarifications on using e-Nivida Portal	17	
	3.7.	Late Bids	17	
	3.8.	Evaluation Process	18	
	3.8.1.	Tender Opening	18	
	3.8.2.	Tender Validity	18	
	3.8.3.	Tender Evaluation	18	
4.	Crite	ria for Evaluation	20	
	4.1.	Pre-Qualification Criteria	20	
	4.2.	Contents of the Technical bid	26	
	4.3.	Technical Evaluation Criteria	26	
	4.4.	Evaluation of Commercial Bids	29	
	4.5.	Selection of L1 Vendor	29	
5.	Арр	pintment of Service Provider	31	
	5.1.	Award Criteria	31	
	5.2.	Purchaser's Procurement Rights	31	

	5.3.	Commencement of Work	32
	5.4.	Performance Guarantee	32
	5.5.	Failure to Agree with the Terms and Conditions of the RFP	33
	5.6.	Termination of Contract	33
	5.7.	Consequences of Termination	34
	5.8.	Use of Contract Documents and Information	36
	5.9.	RFP Prices and Taxes	36
	5.10.	Single Bid	37
	5.11.	Limitation of Liability towards the Purchaser	37
	5.12.	Changes of Orders	37
	5.13.	Force Majeure Condition	38
	5.14.	Modifications & Withdrawal	39
	5.15.	Patent Rights	39
	5.16.	Jurisdiction of High Court of Odisha	39
	5.17.	Confidentiality	39
	5.18.	Term and Extension of the Period	40
	5.19.	Obligation to Carry out Purchaser's Instructions	40
	5.20.	Resolution of Disputes between the Purchaser and Selected Agency	40
6.	Sco	ope of Work	42
	6.1.	Pre-Examination Services	42
	6.2.	Conduct of Exam	45
	6.3.	Question Bank and dispatch of Question Papers	49
	6.4.	Post Examination Processing:	50
	6.5.	Service Level Agreement	54
	6.6.	Payment Terms & Schedules	55
7.	Ge	neral	57
	7.1.	Duration of the empanelment	57
	7.2.	Process of Selection	57
	7.3.	Empanelment Guarantee	57
	7.4.	Allotment of Work	58
	7.5.	Penalty for delays	58
	7.6.	Exit Plan	58
8.	Fo	rm-2- Declaration for bid participation under Tier-<>category	61
9.	FO	RM-3-Compliance Sheet for Pre-Qualification Proposal	62
10).	FORM-4-Particulars of the Bidder	63
11	.	FORM-5-Technical Compliance Sheet	64
12	2.	FORM-7-Declaration for Availability of Test Venues	67

13.	FORM-8-Acceptance of Terms and Conditions	69
14.	FORM-9-Project Citation Format	70
15.	Form-12-Format for Bank Guarantee for Earnest Money Deposit	73
16.	Form-13-Integrity Pact	75
17.	Form-14-Performance Security	76
18.	FORM-15- Financial Bid Covering Letter	78
19.	Form-16-Financial Bid Format	80

1. Fact Sheet

SI. #	Item	Description	
1	Project Title	State Level Empanelment of Agencies for	
		Conducting Computer Based Recruitment	
-		Examination (CBRE).	
2	Name of Purchaser	Odisha Computer Application Centre (OCAC)	
3	Contact Person, Address	General Manager (Admin)	
	and Email	Plot No. N-1/7-D, Acharya Vihar, RRL Post	
		Office, Bhubaneswar, Odisha – 751013,	
		gm_ocac@ocac.in	
4	Date of Publication	24-05-2023	
		(www.enivida.odisha.gov.in, www.ocac.in &	
		www.odisha.gov.in)	
5	Selection Method	LCBS (Least Cost Based System (L1))	
6	Last date and time for	31-05-2023, 4 PM	
	submission of queries by		
	Bidders		
7	Pre-bid Meeting	01-06-2023, 12 Noon	
8	Pre-bid clarifications/	To be intimated later	
	Corrigendum by OCAC		
	(if any)		
9	Last date and time for	13-06-2023, 3 PM in e-Nivida Portal	
	receipt of proposals from	(www.enivida.odisha.gov.in)	
	Bidders		
10	Opening of	13-06-2023, 4 PM	
	Prequalification &		
	Technical Proposals		
11	Technical Presentation	To be intimated later	
12	Opening of Commercial	To be notified later	
	Bids		
13	Bid Validity Period	180 Days	
14	Project Term	36 Months from the date of signing of the	
		agreement	
15	RFP Document Fees	₹ 11,200 including GST 12%	
16	EMD	Tier-I Category – Rs 4 Lakhs	

Tier-II Category – Rs 2 Lakh	
To be deposited in the shape of DD in the name	
of "Odisha Computer Application Centre"	
payable at Bhubaneswar or through Bank	
Guarantee as per the format attached in the RFP	

2. Request for Proposal

Sealed proposals are invited from eligible & qualified agencies for Empanelment to conduct Computer Based Recruitment Examination (CBRE) as detailed out in the scope of work of this RFP document. This invitation to bid is open to all bidders meeting the minimum eligibility criteria as mentioned in this RFP document.

OCAC desires to empanel agencies under different tire who have requisite experience and qualification to conduct Computer Based recruitment Examination (CBRE) as and when required by the public service commissions and other line departments, agencies under State Government.

Catagory	Average Annual Turnover in last 3 FY	Number of Test Nodes	Minimum Capacity Handled
Tier-I	Minimum Rs 300 Cr	Minimum 4000 numbers (including both owned and hired) of test nodes in the state	Minimum 50,000 candidates in a single shift/session
Tier-II	Minimum Rs 100 Cr and Maximum up to less than Rs 300 Cr	Minimum 1000 numbers of test nodes (including both owned and hired) in the state	

The empanelment categorization has been done as per the following.

Detailed scope of work is at Section 6 of this RFP document. This invitation to bid is open to all bidders meeting the minimum eligibility criteria as mentioned in Section 4 of this RFP document.

The bidder should participate in the empanelment process for one category only. If the bidder will participate more than one category, the bid will summarily rejected.

OCAC reserves right to increase/decrease number of firms to be empaneled in each category (i.e. Tier).

Structure of the RFP

This RFP document is for state level empanelment of agencies for conducting computer based recruitment examination (CBRE), comprises of the following:

- 1. Instructions on the Bid process for the purpose of responding to this RFP. This broadly covers:
 - a. General instructions for bidding process.
 - b. Bid evaluation process including the parameters for Pre-qualification, Technical Evaluation and Commercial Evaluation for determining bidder's suitability as the system integrator.
- 2. Functional Requirements of the project. The contents of the document broadly cover the following areas:
 - a. About the project and its objectives
 - b. Scope of work
 - c. Functional Requirements
- 3. Project Schedule
- 4. Payment Terms and Schedule
- 5. Bill of Material and Quantity
- 6. Service levels for the implementation partner
- 7. Formats for Response

The bidder is expected to respond to the requirements as completely and in as much relevant detail as possible and focus on demonstrating bidder's suitability to become the Implementation partner of OCAC for this project.

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

3. Instruction to the Bidders

3.1. General

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

3.2. Compliant Proposals and Completeness of Response

- 1. Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- 2. Failure to comply with the requirements set out in this RFP may render the Proposal noncompliant and the Proposal may be rejected. Bidders must:
 - a. Include all documentation specified in this RFP;
 - b. Follow the format of this RFP and respond to each element in the order as set out in this RFP;
 - c. Comply with all requirements as set out within this RFP;

3.3. Code of Integrity

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

1. Prohibition of

- a. making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
- b. Any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
- c. any collusion, bid rigging or anticompetitive behavior that may impair the transparency, fairness and the progress of the procurement process.
- d. improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
- e. any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.
- f. any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
- g. obstruction of any investigation or auditing of a procurement process.
- h. making false declaration or providing false information for participation in a tender process or to secure a contract;
- 2. Disclosure of conflict of interest.
- 3. Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause (a) with any entity in any country during the last three years or of being debarred by any other procuring entity.

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

3.4. Consortium/ Joint Venture

Consortium/ Joint Venture is not allowed for this bid.

3.5. Pre-Bid Meeting and Clarifications

5.5.1. Pre-Bid Meeting

The Bidder shall be deemed to have carefully examined the Terms & Conditions, Scope of work, Service levels, Specifications, and Schedules of this RFP. If the Bidder has any doubt as to the meaning of any part of these conditions or of the specifications, the Bidder shall submit the queries in given format and participate in the pre-bid meeting as per the schedule specified in this RFP. The purpose of the meeting is to provide Bidders with any clarifications regarding the RFP. It will also provide each Bidder with an opportunity to seek clarifications regarding any aspect of the RFP.

- OCAC shall hold a pre-bid meeting with the prospective bidders on 01-06-2023, 12 Noon in VC Mode (through Microsoft Teams) or in physical mode. The mode of conducting pre-bid meeting shall be communicated to the agencies, who have submitted the queries.
- 2. The Bidders will have to ensure that their queries for Pre-Bid meeting should reach to General Manager (Admin) only by email to <u>gm_ocac@ocac.in</u> (with a copy to <u>manas.pati@odisha.gov.in</u> and <u>sujit.mohanty@odisha.gov.in</u>) on or before 31-05-2023, 4 PM.
- 3. The representatives of Bidders (restricted to three persons) may attend the Prebid meeting. Link will be provided to the interested bidders on request.
- 4. The queries should necessarily be submitted in the following format (Soft copy in MS Word or MS Excel file to be attached):

SI#	RFP Document Reference(s)	Content of RFP	Points of
	(Section & Page Number(s))	requiring Clarification(s)	clarification

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

5.5.2. Responses to Pre-Bid Queries and Issue of Corrigendum

- 1. The Nodal Officer notified by the OCAC will endeavor to provide timely response to all queries. However, OCAC neither makes representation or warranty as to the completeness or accuracy of any response made in good faith, nor does OCAC undertake to answer all the queries that have been posed by the bidders.
- 2. At any time prior to the last date for receipt of bids, OCAC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
- 3. The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on www.enivida.odisha.gov.in, www.ocac.in & www.odisha.gov.in.

- 4. Any such corrigendum shall be deemed to be incorporated into this RFP.
- 5. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, OCAC may, at its discretion, extend the last date for the receipt of Proposals.

3.6. Key Requirements of the Bid

3.6.1. Right to Terminate the Process

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

3.6.2. RFP Document Fees

- RFP document can be downloaded from www.enivida.odisha.gov.in, www.ocac.in & www.odisha.gov.in. The bidders are required to pay the document Fee of ₹11,200/- (including GST 12%) electronically through e-Nivida portal.
- 2. Proposals received without or with inadequate RFP Document fees shall be rejected.
- 3. The fee can also be paid through electronic mode to the following:

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

3.6.3. Earnest Money Deposit (EMD)

1. The bidder shall submit Rs. 4,00,000/- (For Tier-I Category) and Rs.2,00,000/-(For Tier-II Category only towards the EMD in shape of Bank Draft or Bank Gurantee from any nationalized bank favour of Odisha Computer Application Centre payable at Bhubaneswar Bids submitted without bid EMD shall be rejected. EMD of unsuccessful bidder shall be returned after acceptance of work order by the successful bidder. The EMD shall be forfeited - If a bidder withdraws its bid during the period of bid validity - If the bidder did not cooperate during the bid evaluation process - If the successful bidder fails to accept the work order - If the successful bidder fails to the furnish performance security. The EMD of the successful bidder shall be returned after submission of performance security. If a Bidder withdraws the Proposal or increases the quoted prices after opening of the Proposal and during the Bid validity period or its extended period, if any.

2. In case of a successful Bidder, if the Bidder fails to sign the Agreement in accordance with Terms & Conditions (including timelines for execution of the Agreement) of this RFP or fails to furnish Performance Bank Guarantee in accordance with the Terms & Conditions (including timelines for furnishing Performance Bank Guarantee), the EMD shall be forfeited.

3.6.4. Proposal Preparation Costs

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

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

3.6.5. Language

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

3.6.6. Submission of Proposals

3.6.6.1. General Instruction to Bidders

- 1. The bidders should submit their responses as follows:
 - a. Response to Pre-Qualification Criterion
 - b. Technical Proposal
 - c. Financial Proposal

- 2. The Response to Pre-Qualification criterion, Technical Proposal and Financial Proposal (as mentioned in previous paragraph) should be submitted through online mode in e-Nivida Portal.
- 3. Please Note that Prices should not be indicated in the Pre-Qualification Proposal or Technical Proposal but should only be indicated in the financial proposal.
- 4. The proposal/ bid shall contain no interlineations or overwriting, except as necessary to correct errors made by the bidder itself. Any such corrections must be initiated by the person (or persons) who sign(s) the proposals.
- 5. In case of any discrepancy observed by OCAC in the contents of the uploaded bid documents due to improper scanning or not in readable format or verification of authenticity of the scanned documents, OCAC may ask the bidder for resubmission of such documents.

3.6.6.2. Instruction to Bidders for Online Bid Submission

e-Nivida is a complete process of e-Tendering, from publishing of tenders online, inviting online bids, evaluation and award of contract using the system. The instructions given below are meant to assist the bidders in registering on e-Nivida Portal and submitting their bid online on the portal.

More information useful for submitting online bids on the e-Nivida Portal may be obtained at: <u>https://enivida.odisha.gov.in</u>

3.6.6.3. Guidelines for Registration

- Bidders are required to enroll themselves on the eNivida Portal https://enivida.odisha.gov.in or click on the link "Bidder Enrolment" available on the home page by paying Registration Fees of ₹5,600/- inclusive of Applicable GST.
- 2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidders.
- 4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Only Class III Certificates with signing + encryption key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/ nCode/ eMudhra etc.), with their profile.

- 5. Only valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6. Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC / e-Token.
- 7. The scanned copies of all original documents should be uploaded in pdf format on e-tender portal.
- 8. After completion of registration payment, bidders need to send their acknowledgement copy on our help desk mail id <u>odishaenivida@gmail.com</u> for activation of the account.

3.6.6.4. Searching for Tender Documents

- 1. There are various search options built in the e-tender Portal, to facilitate bidders to search active tenders by several parameters.
- 2. Once the bidders have selected the tenders they are interested in, then they can pay the Tender fee and processing fee (NOT REFUNDABLE) by net-banking / Debit / Credit card then you may download the required documents / tender schedules, Bid documents etc. Once you pay both fee tenders will be moved to the respective 'requested' Tab. This would enable the e- tender Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

3.6.6.5. Preparation of Bids

- 1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- 3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF formats. Bid Original documents may be scanned with 100 dpi with Colour option which helps in reducing size of the scanned document.
- 4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, GST, Annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Documents" available to them to upload such documents.

5. These documents may be directly submitted from the "My Documents" area while submitting a bid and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process. Already uploaded documents in this section will be displayed. Click "New" to upload new documents.

3.6.6.6. Submission of Bids

- Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document as a token of acceptance of the terms and conditions laid down by Department.
- 3. Bidder has to select the payment option as per the tender document to pay the tender fee / Tender Processing fee & EMD as applicable and enter details of the instrument.
- 4. In case of BG, bidder should prepare the BG as per the instructions specified in the tender document. The BG in original should be posted/couriered/given in person to the concerned official before the Online Opening of Financial Bid. In case of non-receipt of BG amount in original by the said time, the uploaded bid will be summarily rejected.
- 5. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the yellow Coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- 6. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7. The uploaded bid documents become readable only after the tender opening by the authorized bid openers.

- 8. Upon the successful and timely submission of bid click "Complete" (i.e. after Clicking "Submit" in the portal), the portal will give a successful Tender submission acknowledgement & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details.
- 9. The tender summary has to be printed and kept as an acknowledgement of the submission of the tender. This acknowledgement may be used as an entry pass for any bid opening meetings.

3.6.6.7. Clarifications on using e-Nivida Portal

- 1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2. Any queries relating to the process of online bid submission or queries relating to e-tender Portal in general may be directed to the Helpdesk Support. Please feel free to contact e-Nivida Helpdesk (as given below) for any query related to e-tendering.

Phone No.: 011-49606060/ Nos. available at <u>www.enivida.odisha.gov.in</u> **Mail id:** odishaenivida@gmail.com

3.7. Late Bids

- 1. Bidder needs to submit the bids in electronic mode only, hence the date & time of submission of bids will be in sync with the date & time of the server of the e-Nivida portal. Bidder need to plan well in advance to submit the bids in due time.
- 2. The bids submitted physically or by telex/ telegram/ fax/ e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- 3. OCAC shall not be responsible for non-submission/delay in submission of bids due to any technical glitches in the eNivida portal. It is the responsibility of the bidder to ensure submission of bid much prior to the deadline and report the issues (If any) in the help desk for resolution, so as to avoid last minute rush.
- OCAC reserves the right to modify and amend any of the above-stipulated condition / criterion depending upon project priorities vis-à-vis urgent commitments.

3.8. Evaluation Process

- 1. OCAC will constitute a Proposal Evaluation Committee to evaluate the responses of the bidders
- The Proposal Evaluation Committee constituted by OCAC shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection of the bid.
- 3. The decision of the Proposal Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee.
- 4. The Proposal Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals, if required.
- 5. The Proposal Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.
- 6. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

3.8.1. Tender Opening

The Proposals submitted up to 13-06-2023, 3 PM will be opened on 13-06-2023, 4 PM electronically by Proposal Evaluation Committee. The representatives of the bidders, who to be present at the time of opening, shall submit their email request to <u>gm ocac@ocac.in</u> with a copy to <u>manas.pati@ocac.in</u> & <u>sujit.mohanty@odisha.gov.in</u> enclosing the identity card or a letter of authority from the tendering firms.

3.8.2. Tender Validity

The offer submitted by the bidders should be valid for minimum period of 180 days from the date of submission of Tender. However, validity of the price bid of selected bidder will be for entire contract period as mentioned in the RFP and the extension period, if any.

3.8.3. Tender Evaluation

- 1. Initial Bid scrutiny will be held and incomplete details as given below will be treated as nonresponsive if Proposals:
 - a. are not submitted as specified in the RFP document.
 - b. are found with suppression of details.

- c. with incomplete information, subjective, conditional offers and partial offers submitted.
- d. submitted without the documents requested in the checklist.
- e. with lesser validity period.
- 2. All responsive Bids will be considered for further processing as below:

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

4. Criteria for Evaluation

Tenders for this contract will be assessed in accordance with LCS – Least Cost Based Selection (i.e L1)

Technical bid of those bidders who qualify in Pre-Qualification Bid shall be opened. Financial bid of those bidders who qualify in Technical Bid by scoring above 70% shall be opened.

All bids will primarily be evaluated based on Prequalification Criteria. The Proposal Evaluation Committee will carry out a detailed evaluation of the proposals, only those who qualify all Prequalification criteria, in order to determine whether the technical aspects are in accordance with the requirements set forth in the RFP Documents. To reach such a determination, the Proposal Evaluation Committee will examine and compare the technical aspect of the proposals based on information provided by the bidder, taking into account the following factors:

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

To facilitate the technical proposal evaluation, the Pre-qualification criteria and Technical criteria laid down along with the assigned weights have been presented in subsequent sections. The marking scheme presented here is an indication of the relative importance of the evaluation criteria. Technical Bids of only the successful pre-qualifiers will be opened for evaluation and bidders securing more than 70% marks in the technical evaluation will only be considered for further financial bid evaluation. Bids or Tenders which don't secure the minimum specified technical score will be considered technically non-responsive and hence disqualified from being considered for financial evaluation.

4.1. Pre-Qualification Criteria

Only competent agencies meeting the respective pre-qualification requirement stated hereunder shall be prequalified for the project. **Consortium / Joint Venture is not allowed**. Technical Bids of only the successful pre-qualifiers will be opened for evaluation.

SI#	Items	Requirements	Compliances
1.	Legal Entity	Registered as a Company / LLP under Companies Act, 1956/2013 OR Partnerships Firm registered under LLP Act, 2008 and must have been in operation for a period of at least 5 (Five) years as of 31 st March 2023.	 Copy of Certificate of Incorporation/ Registration. Valid GSTIN and PAN, copy of GST Registration Certificate.
2.	Turnover	Responding Firm/ Company's average annual sales turnover during the last Three (3) financial years from computer based recruitment test as on 31 st March 2023 must be greater than equal to Rs.300 Cr for Tier-I category and must be greater than equal to Rs.100 Cr and less than Rs.300 Cr for Tier-II category.	Auditor and audited balance sheet of last three years as on 31 st -
3.	Net Worth	The Net Worth of responding Firm/ Company must be positive during last Three (3) financial years ending on 31 st March 2023.	
4.	Technical Capability	Bidder must have experience in the similar field of conducting online examination in any State Government/PSU/Central Government/Government Institute / Universities. The bidder must have implemented similar project of values as follows in last 5 years.Tier-I Category	Work Order + Completion Project citation (in the prescribed format) along with copy of work orders (including extensions, if any) and completion certificate.
		 One project not less than the amount ₹2.16Cr ; OR Two projects not less than 	

SI#	Items	Requirements	Compliances
		the amount ₹1.62 Cr; OR Three projects not less than the amount ₹1.08 Cr 	
		Tier-II Category	
		 One project not less than the amount ₹1.05 Cr; OR Two projects not less than the amount ₹81 Lakhs; OR Three projects not less than the amount ₹54 Lakhs 	
5.	Certifications	Bidder should have CMMi Institute (erstwhile SEI) recognized and published CMMi DEV/SVC Level-3 or above certificate with validity.	Copy of valid certificate issued by accredited organizations
		The bidder must also have ISO series of Certificates:	
		 ISO 9000 ISO 27001 ISO 20000 	
6.	Manpower Strength	Responding Firm/ Company must have at least 500 full time for Tier- I category and 100 full time for Tier-II category technical resources in its payroll in the domain of software development, management with qualification B.E/B.Tech /MCA/MBA, as on date.	Certificate from HR Head on the company letter head to this effect
7.	RFP Document	The bidder must furnish Tender Document Fee of Rs.11,200/-	Transferred electronically

SI#	Items	Requirements	Compliances
	Fees	including GST of 12%) & Bid processing fee of Rs. 5,900/- (Including GST of 18%)	through e-Nivida Portal
8.	Capacity of Bidder w.r.t no of candidate examined	The Bidder should have been conducted Computer Based Recruitment Examinations for at least 50 thousands candidates for Tier-I category and at least 5 thousands candidates in Tier-II category in a single shift in the last three years as on 31-3-2023.	Copy of work orders (including extensions, if any) and completion / continuation certificates. In case completion certificates are not available, Bidder may submit the work order with a self-certification of works completed, from authorized signatory. The number of candidates must be mentioned in the documents submitted by bidder.
9.	Power of Attorney for Authorized Signatory	The bidder shall submit Power of Attorney, duly authorizing the person signing the documents to sign on behalf of the bidder and thereby binding the bidder	Power of Attorney document
10.	Integrity pact	The bidder must furnish Integrity Pact	Integrity pact in the prescribed form
11.	EMD	Tier-I Category – Rs 4 Lakhs Tier-II Category – Rs 2 Lakhs	To be deposited in the shape of DD in the name of "Odisha Computer Application Centre" payable at Bhubaneswar or through Bank Guarantee as per the

SI#	Items	Requirements	Compliances
			format attached in the RFP
12.	Blacklisting	Responding Firm/ Company shall not be under a declaration of ineligibility for corrupt or fraudulent practices and must not be blacklisted by any State Govt./ Central Govt., for the similar scope of services as defined in the RFP, at the time of bid submission.	Self Declaration
13.	Hosting Infrastructure	The software application must be hosted in Tier-III or above data centre and certified by Cert-in certification agency.	Copy of Certificate and Agreement with such Data Centre
		In case of cloud hosting, the Cloud Service Provider (CSP) must be empaneled with Meity and the data must be stored within India. The DC and DR site must available in India.	Self-Declaration for storing data within India
14.	Software Customization	The Bidder must have in house capabilities for handling/ management of Examination/Recruitment process, Question Paper Generation, Database generation, Result preparation etc.	Self-Declaration on company letter head seal and signed by authorized signatory
		The bidder should be having full rights on the Source Code of the software of Test Engine. They should be capable of changing the software as per the requirement of the Commission. If there is any	

SI#	Items	Requirements	Compliances
		change in the version of software the same will be intimated to the Commission by the Agency or in case of any change required by the Commission the same should be upgraded/implemented only after approval from the Commission. After approval only the upgraded version is to be used from next Exam.	
15.	Test Nodes	Bidder must have online examination centres (owned or Rented) in all the 30 districts (at least one location) of Odisha with valid nodes/computers nodes / computers appropriate technology, hardware and software, dedicated connectivity, trained proctoring staff, adequate security measures and due diligence etc. The online centres may be wholly owned or rented. Whether wholly owned or rental, the list of centres with complete postal address & capacity to be submitted (tabular format). If rental, then the rent agreement of all the centres along with complete postal address & capacity to be submitted (At least the front page of the rent agreement) Tier-I Category – Minimum 1000 owned test nodes and minimum 3000 hired test nodes across the	Self-Declaration on company letter head seal and signed by authorized signatory along with supporting documentary proof.

SI#	Items	Requirements	Compliances
		state	
		Tier-II Category – Minimum 200 owned test nodes and minimum 800 hired test nodes across the state.	

4.2. Contents of the Technical bid

The bidder should give details of the project methodology to be followed, technology architecture, project plan, application support, operation management plan with team structure in technical bid document.

4.3. Technical Evaluation Criteria

In order to facilitate the technical proposal evaluation, the technical criteria laid down along with the assigned weights have been presented in subsequent section. The marking scheme presented here is an indication of the relative importance of the evaluation criteria. During evaluation of proposals, OCAC, may, at its discretion, ask the bidders for clarification of their Technical Proposals. Bidders securing more than 70% marks in the technical evaluation will only be considered for further financial bid evaluation. Bids or Tenders which don't secure the minimum specified technical score will be considered technically non-responsive and hence shall be debarred from being considered for financial evaluation. Only those proposals meeting the above Pre-qualification criteria will be evaluated as per the criteria mentioned below:

SI N	Criteria	Max Mark	Tier-I	Tier-II
0		S		
1	Average Annual Turn Over from			>=100Cr<200Cr:
	computer based recruitment test in		r : 5 Marks	5 Marks

2	last three Years ending on 31 st -Mar- 2023. Audited Balance Sheet or Statutory Auditor Certificate or CA Certificate must be submitted as proof Overall regular staff strength (Project management /Development/Quality assurance/Implementation/Operati on) Certificate from HR Head on the	10	>=400Cr<500C r: 7 Marks More than equal to 500 Cr: 10 Marks ≥ 500 : 5 marks ≥ 1000: 7 marks ≥ 1500: 10 marks	>=200Cr<300Cr: 7 Marks More than equal to 300 Cr: 10 Marks ≥ 100 : 5 marks ≥ 200: 7 marks ≥ 300: 10 marks
3	company letter head to this effect Bidder Certification Copy of certificate with validity must be submitted as proof	15	CMMi Level-3 Dev: 3.5 Marks CMMi Level-3 SVC: 3.5 Marks CMMi Level-5 Dev: 7.5 Marks CMMi Level-5 SVC: 7.5 Marks	CMMi Level-3 Dev: 3.5 Marks CMMi Level-3 SVC: 3.5 Marks CMMi Level-5 Dev: 7.5 Marks CMMi Level-5 SVC: 7.5 Marks
4	Experience of Delivering Online Examination solution and services in Govt. Sector /PSU/Govt. Institutes in last 5 years (as on date of bid submission) Copy of the Work Order/ Completion Certificate/ On Going Certificate from the Client	10	 ≥ 20 project: 5 marks ≥ 30 project: 7 marks ≥ 50 project: 10 marks 	 ≥ 5 project: 5 marks ≥ 10 project: 7 marks ≥ 15 project: 10 marks
5	Experience of Delivering Online Examination solution and services with conducting online examination (CBT) in a shift /session for any Government / PSU / Institute / Universities in India Copy of the Work Order/ Completion Certificate/ On Going Certificate from the Client	10	=50,000- 100,000 candidates:5 marks = 100,001- 150,000 candidates: 7 marks >150,001 candidates: 10	=5000-10000 candidates:5 marks = 10001-15000 candidates: 7 marks >15,001 candidates: 10 marks

			marks	
6	Experience of Delivering Online Examination in a single shift /session for any Government / PSU / Institutes/ Boards/ Councils / Universities in India. Copy of the Work Order/ Completion Certificate/ On Going Certificate from the Client	10	 ≥ 4,000 candidates: 2 marks ≥ 6,000 candidates: 5 marks ≥ 8,000 candidates: 10 marks 	candidates: 2 marks ≥ 3000 candidates: 5 marks ≥ 5,000
7	Owned/Hired Node Capability across Odisha	15	For Owned Nodes	For Owned Nodes
	(Proof must be submitted)		1000-2000 :1 Mark	200-300 :1 Mark
			2,001 –2,500 - 3 Marks	301 – 500 :3 Marks
			>2,501 :5 Marks	>500 :5 Marks For Hired
			For Hired Nodes	Nodes <=800 :2 Marks
			<=3,000 :2 Marks	801 – 1500 :5 Marks
			3,001 – 5,000 :5 Marks	>1501 :10 Marks
			>5,001 :10 Marks	
8	Technical Presentation: Proposed Solution, Approach & Methodology, Execution Plan/ Contingency Plan, Proposed resource/professionals etc	20	Marks shall be awarded by technical Committee. The decision of technical committee will be final and binding on the bidders.	

- 1. All the bidders who secure a Technical Score more than 70% will be declared as technically qualified.
- 2. The Commercial bids of only the technically qualified Bidders will be opened for further processing.
- 3. All the technically qualified bidders to match the L1 rates (against respective tier category) for empanelment after opening of commercial bid.

Mere empanelment with OCAC/Govt. of Odisha does not guarantee allocation of work.

4.4. Evaluation of Commercial Bids

- 1. The Financial Bids of the technically qualified bidders (those have secured more than 70% of mark in technical evaluation) will be opened on the prescribed date in the presence of bidders' representatives.
- 2. Then, the bid with lowest Financial (i.e. "lowest price quoted") will be awarded as L1 Bidder.
- 3. Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- 4. The bid price will be inclusive of all taxes and levies and shall be in Indian Rupees.
- 5. Any conditional bid would be rejected.
- 6. Errors & Rectification: Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail".

4.5. Selection of L1 Vendor

- 1. For each Tier, a L1 bidder will be identified, based on the financial bid.
- 2. The total cost quoted by the bidder shall be considered for calculating L1 bidder.
- 3. The bidder quoting the lowest rates in each tier in the Financial Bid shall be selected as L1 for respective tier.
- 4. Once L1 rates are finalized as per procedure defined in this section, other shall be given the option to match L1 rates and get Empanelled with OCAC. It shall be obligatory on the part of the empanelled bidders to match the lowest rate (L1).
- 5. In case any bidder has failed to quote for any/all the items in the Commercials, the bid submitted by that bidder will be rejected and its EMD will be forfeited, if any. In the event wherein the L1 bidder fails to provide complete details as per Commercials then L1 bidder would be selected from other Qualified bidders as per above.
- 6. A panel of bidders for each Tier will be formed by giving successive opportunity to L2, L3, L4, L5.... bidders to match the lowest unit rates finalized as above.

- 7. If L1 bidder fails to accept the individual unit rates rationalized as per above procedure, their bid will be treated as cancelled and EMD will be forfeited, and/or initiate action as per Bid security declaration.
- 8. However, bidders whose Financial Bids that is less than 0.5 times of the Average Bid Price or above 1.5 times of the Average Bid Price will be disqualified. For example, if the Average Bid price among 10 bidders is ₹5,00,000/-, the bidders those have quoted value less than ₹2,50,000/- or value more than ₹7,50,000/- will be disqualified.
- 9. The Average Bid Price for each Tier shall be computed by adding all quoted cost of all the qualified bidders and dividing the same by the number of such bidders.

5. Appointment of Service Provider

5.1. Award Criteria

Out of technically qualified bidders, the bidder with the lowest financial quote shall be considered as L1 and award of the contract shall be made to the bidder with the lowest cost (L1). All the qualified bidders to match the L1 rate for empanelment. After matching with L1 rates, the bidders have to sign an agreement with OCAC for empanelment. Contract would be signed taking into account the relevant clauses of RFP, pre-bid clarifications, Corrigenda, the proposal of the bidder in addition to other agreed clauses. Master Service Agreement (MSA) would be signed for entire period. Mere empanelment with OCAC/Govt. of Odisha does not guarantee allocation of work. Right to Accept Any Proposal & Reject Any / All Proposal(s)

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

5.2. Purchaser's Procurement Rights

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

- 1. Amend, modify, or cancel this tender and to reject any or all proposals without assigning any reason.
- 2. Change any of the scheduled dates stated in this tender.
- 3. Reject proposals that fail to meet the tender requirements.
- 4. Exclude any of the module(s)
- 5. Remove any of the items at the time of placement of order.
- 6. Increase or decrease no. of resources supplied under this project.
- 7. Should the Purchaser be unsuccessful in negotiating a contract with the selected bidder, the Purchaser will begin contract negotiations with the next best value bidder in order to serve the best interest.
- 8. Make typographical correction or correct computational errors to proposals
- 9. Request bidders to clarify their proposal.

5.3. Commencement of Work

- 1. Within 4 weeks from the date of signing the Contract between the Empaneled Agency and the Purchaser, the Empaneled Agency shall be ready to work as a service provider to the state government. The date of signing of the Contract document by the Purchaser shall be the date/day for counting the starting day/date and the ending day/date will be accordingly calculated. Also, the Empaneled Agency shall be ready to deploy its personnel preferably within 1 week from award of any contract by any state government department based on this empanelment. However, if required, time for deployment of personal may be finalized/extended by department in consultation with respective empaneled agency. Penalty, if any, for the delay in execution shall be calculated accordingly.
- 2. Empaneled Agency should deploy personnel with requisite skills and experience required for the job as specified under the Contract and as per the requirement released by the Purchaser. The Purchaser will have right to ask for replacement of any person /persons who do not have and/or exhibit sufficient expertise and experience in the required field for the intended job. The replacement has to be to the satisfaction of the Purchaser.
- 3. Failure on the part of the Empaneled Agency to find a suitable replacement shall amount to a breach of the terms hereof and the Purchaser in addition to all other rights, have the right to claim damages and recover from the Empaneled Agency all losses/ or other damages that may have resulted from such failure.
- 4. All the staffs as proposed deployed under this contract agreement full time basis only
- 5. After empanelment of the agencies, OCAC may constitute a State Level Project Steering Committee (SLPSC). The role of SLPSC is to carry out following activities:
 - a. Review the implementation strategy /project artefacts and identify bottlenecks and suggest improvements for the complete roll-out of the project based on pilot
 - b. Assess/recommend the time period and man power efforts for project assignment to the empanelled bidders.
 - c. Act as an interface between the bidder and OCAC/ user department, if any.
 - d. Supervise the project progress until its full implementation.

5.4. Performance Guarantee

After allotment of work by user departments, the bidder shall furnish a Performance Bank Guarantee (PBG) for 10% (Ten percent) of the work order value within 15 days of signing of the contract. The PBG must be from the nationalized bank in India. This Performance Bank Guarantee (PBG) shall remain valid for 60 days beyond the entire contractual obligation. Failure of submission PBG within the specified time period may lead to cancel the Work Order.

5.5. Failure to Agree with the Terms and Conditions of the RFP

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

5.6. Termination of Contract

- The Purchaser may, terminate this Contract by giving the Selected Agency 1 (One) month prior and written notice indicating its intention to terminate the Contract if the term of Contract expires.
- 2. The Purchaser may, terminate this Contract by giving the Selected Agency a 15 (fifteen) days prior and written notice indicating its intention to terminate the Contract under the following circumstances:
 - a. The Purchaser is of the opinion that there has been such event of default on the part of the Selected Agency which would make it proper and necessary to terminate this Contract and may include failure on the part of the Selected Agency to respect any of its commitments with regard to any part of its obligations under this Contract.
 - b. The Selected Agency has failed to commence the provision of Services, or has without any lawful excuse under these conditions suspended the work for 30 consecutive days.
 - c. Where it comes to the Purchaser's attention that the Selected Agency is in a position of actual conflict of interest with the interests of the Purchaser in relation to any of Terms and Conditions of the Contract or has without authority has committed breach of Terms of the Contract in best judgment of the Purchaser.
 - d. In the event of the quality of Temporary Staffing Personnel and/or services as per the Scope of Work under the Contract with the Purchaser not found acceptable by the Purchaser.

- e. The performance of the selected agency is not satisfactory.
- f. The Selected Agency has neglected or failed to observe and perform all or any of the terms acts, matters or things under this Contract to be observed and performed by it.
- g. The Selected Agency has acted in any manner to the detrimental interest, reputation, dignity, name or prestige of the Purchaser.
- h. The Selected Agency has been declared insolvent/bankrupt.

5.7. Consequences of Termination

- 1. The Purchaser shall have the right to carry out the unexecuted portion of work either by itself or through selecting other Empaneled Agency.
- 2. In the event of termination of this Contract, Purchaser shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity which the Selected Agency shall be obliged to comply with.
- 3. In the event that the termination of this Contract is due to the expiry of the Term of this Contract, a decision not to grant any (further) extension by the Purchaser, or where the termination is prior to the expiry of the stipulated term due to the occurrence of any event of default on the part of the Selected Agency, the Selected Agency herein shall be obliged to provide all such assistance to the successor or any other person as may be required by the Purchaser. Where the termination of the Contract is prior to its stipulated term on account of a default on the part of the Selected Agency or due to the fact that the survival of the Selected Agency as an independent corporate entity is threatened/has ceased, the Purchaser shall pay the Selected Agency for that part of the Services which have been authorized by the Purchaser and satisfactorily performed by the Selected Agency up to the date of termination. Without prejudice any other rights, the Purchaser may retain such amounts from the payment due and payable by the Purchaser to the Selected Agency as may be required to offset any losses caused to the Purchaser as a result of any act/omissions of the Selected Agency.
- 4. The Purchaser may take possession of the works and all deliverables of the Selected Agency and use or employ the same for completion of the work or employ any other Selected Agency or other person or persons to complete the works. The Selected Agency shall not in any way object or interrupt or do any act, matter or thing to prevent or hinder such actions, other Empaneled Agencies or other persons employed for completing and finishing or using such deliverables.

In the event of termination of this Contract consequent to the expiry of the term of Contract or due to the termination of Contract initiated by the Selected Agency prior to the stipulated term of Contract, the Selected Agency is obliged to transfer the legal ownership of such deliverables to the Purchaser that are deployed or used.

5. When the Contract is terminated by the Purchaser for all or any of the reasons mentioned above, the Selected Agency shall not have any right to claim compensation on account of such termination.

5.8. Use of Contract Documents and Information

- 1. The Selected Agency shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, report, findings, data or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Selected Agency in performance of the services under the contract.
- 2. The Selected Agency shall not, without the Purchaser's prior written consent, disclose any documents including (soft and hard copies), plan, report, findings, data, plans, specifications, process definitions/details and copies, thereof furnished by the Purchaser as well as all deliverables (hard and soft copies) including but not being limited to methodologies, frameworks, models, plans, process documentation, program specifications etc. to any person other than a person employed by the Selected Agency in performance of the services under the Contract

5.9. RFP Prices and Taxes

- The Selected Agency will have full and exclusive liability for the payment of all taxes and other statutory payments payable under any or all of the statutes/laws/acts etc. now or hereafter imposed. Payment will be made to the Selected Agency after deduction of any applicable Tax / Taxes at source. The service tax will be borne by the department.
- 2. Any Official travel to be undertaken for project work as directed by the Purchaser will be borne by the Purchaser.
- 3. It is the clear understanding of the Selected Agency that the complete scope as defined or as may be required for the intended objective is included in the Rates by Level. No extra payment apart from the quoted Rate by Level will be made in order to achieve the intended objectives. Reasons like, Selected Agency having not envisaged / considered a particular activity or element of cost required to be carried out for achieving the intended objective or some activity not specifically mentioned in the Contract but required to be carried out for achieving the intended objective or some activity for achieving the intended objective.
- 4. No extra payments will be made for working on extended hours / Saturdays / Sundays / Holidays to meet the committed/required time schedules.

5.10. Single Bid

In case only one bid is found to be eligible on evaluation of technical bid, Competent Authority of OCAC reserves the right to consider the bid for the empanelment as per the technical /financial health of the Bidder.

5.11. Limitation of Liability towards the Purchaser

a. Neither party shall be liable to the other party for any special, indirect, incidental, exemplary, punitive or consequential losses or damages or loss of profit, loss of data, loss of revenue or operational losses whether in contract, tort or other theories of law, even if such party has been advised of the possibility of such damages. The total aggregate liability of either party under this Agreement shall not exceed the exam value paid to bidder by OCAC for the Service that gives rise to such liability. The limitation on any Party's liability herein shall not apply to (i) liability for damages, resulting from the willful misconduct and (ii) breach of the use terms in respect of bidder's application system. The bidder shall not be held liable for any delay or failure in its obligations, if and to the extent such delay or failure has resulted from a delay or failure by or on behalf of OCAC to perform any of OCAC's obligations. In such event, Bidder shall be (a) allowed additional time as may be required to perform its obligations, and (b) entitled to charge OCAC for additional costs incurred, if any, as may be mutually agreed upon between the Parties.

5.12. Changes of Orders

- 1. The Purchaser may at any time, by written order given to the Selected Agency, make changes within the general scope of the Contract.
- 2. If any such change causes an increase or decrease in the cost of, or the time required for, the Selected Agency's performance of any provisions under the Contract, an equitable adjustments shall be made in the Contract Value or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Selected Agency for adjustment under this Clause must be asserted within fifteen (15) days from the date of the Selected Agency's receipt of Purchaser's Change Order.
- 3. Procedure of Change Orders

- a. Upon receiving any revised requirement/advice, in writing, from the Purchaser, the Selected Agency would discuss the matter with the Purchaser.
- b. In case such requirement arises from the side of the Selected Agency, it would communicate in writing the matter with Purchaser as well as discuss the matter, giving reasons thereof.
- c. In either of the two cases as explained in Clause (a) and Clause (b) above, both the parties will discuss on the revised requirement for better understanding and to mutually decide whether such requirement constitutes a Change Order or not.
- d. If it is mutually agreed that such requirement constitutes a "Change Order" then the Selected Agency will study the revised requirement and assess subsequent schedule and cost effect, if any.
- e. If Purchaser accepts the implementation of the Change Order in writing, then the Selected Agency shall commence to proceed with the enforcement of the Change Order.
- f. In case, mutual Agreement under Clause (d) above, i.e. whether new requirement constitutes the Change Order or not, is not reached, then the Selected Agency in the interest of the works, shall continue providing Services as defined under the Contract. The time and cost effects in such a case shall Empanelment of CBRE Firms be mutually verified and recorded. Should it establish that the said work constitutes a Change Order, the same shall be compensated taking into account the records kept in accordance with the Contract.
- g. The Selected Agency shall submit necessary back up documents for the Change Order showing the break-up of the various elements constituting the Change Order for the Purchaser's review. If no Agreement is reached between the Purchaser and Selected Agency within 30 days after Purchaser's instruction in writing to carry out the change concerning all matters described above, either party may refer the dispute to the 'Management Committee' comprising of senior officials from the, GoO.

5.13. Force Majeure Condition

If the execution of the contract is delayed beyond the period stipulated in the services as result of outbreak of hostilities, declaration of an embargo or blockade of fire, flood, acts of God, then Purchaser may allow such additional time by extending the time frame as considered to be justified by the circumstances of the case and its

decision will be final. If additional time is granted by the Purchaser, the supply order shall be read and understood as if it had contained from its inception the execution date as extended.

5.14. Modifications & Withdrawal

The bid submitted may be withdrawn or resubmitted before the expiry of the last date of submission by making a request in writing to the competent authority of Purchaser to this effect. No Bidder shall be allowed to withdraw the bid after the deadline for submission of bids.

5.15. Patent Rights

The vendor shall indemnify the purchaser against all claims, actions, suits and proceedings for the infringement or alleged infringement of any patent, design or copy write protected either in the country of origin or in India by use of any equipment supplied by the vendor claims if made on the purchaser, shall be notified to the vendor of the same and the vendor shall at his own expense either settled such dispute or conduct any litigation that may arise there from.

5.16. Jurisdiction of High Court of Odisha

Suites, if any arising out of the contract shall be filed by either party in a court of Law to which the jurisdiction of the High Court of Odisha extends.

5.17. Confidentiality

- 1. The Bidder shall not, and without the Purchaser prior written consent, disclose the contract or any provision thereof, or any specification, plan, Data, Question Bank, Question Bank sample or information furnished by or on behalf of the Purchaser in connection therewith to any person other than a person employed by the Bidder in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 2. The Bidder shall not without the Purchaser prior written consent, make use of any document or information.
- 3. Any document other than the contract itself shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Bidder's performance under the contract if so required by the Purchaser.
- 4. The Purchaser shall not be liable for or in respect of any damages or compensation payable to any personnel provided on Temporary Staffing to the Purchaser by Selected Agency.

5.18. Term and Extension of the Period

- 1. The term under this Contract will be for a period of 36 months which shall start from day of notification of empanelment.
- 2. If required by the Purchaser, an extension of the term can be granted to the Selected Agency. The final decision will be taken by the Purchaser.
- 3. The Purchaser shall reserve the sole right to grant any extension to the term above mentioned and shall notify in writing to the Selected Agency, at least 1 month before the expiration of the term hereof, whether it will grant the Selected Agency an extension of the term. The decision to grant or refuse the extension shall be at the Purchaser's discretion.
- 4. Where the Purchaser is of the view that no further extension of the term be granted to the Selected Agency, the Purchaser shall notify the Selected Agency of its decision at least 1 (One) month prior to the expiry of the Term. Upon receipt of such notice, the Selected Agency shall continue to perform all its obligations hereunder, until such reasonable time beyond the term of the Contract with the Purchaser.

5.19. Obligation to Carry out Purchaser's Instructions

The Bidder shall also satisfy the purchaser or this inspector that adequate provision has been made to carry out his instructions fully and with prompt attitude.

5.20. Resolution of Disputes between the Purchaser and Selected Agency

- 1. The Purchaser and the Selected Agency shall make every effort to resolve amicably by direct informal negotiation on any disagreement or dispute arising between them under or in connection with the Contract.
- 2. If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Selected Agency have been unable to resolve amicably a Contract dispute, the dispute should be referred to the Chief Executive Officer, OCAC for resolution.
- 3. If, after thirty (30) days from the commencement of such reference, Chief Executive Officer, OCAC have been unable to resolve amicably a Contract dispute between the Purchaser and the Selected Agency, either party may require that the dispute be referred to the Special Secretary to Govt., E&IT Department, Govt. of Odisha.
- 4. Any dispute or difference whatsoever arising between the parties (Purchaser and Selected Agency) to the Contract out of or relating to the construction, meaning, scope, operation or effect of the Contract or the validity of the breach thereof,

which cannot be resolved through the process specified above, shall be referred to a sole Arbitrator to be appointed by mutual consent of both the parties herein. In the event the parties cannot agree to sole arbitrator, such arbitrator shall be appointed in accordance with the Indian Arbitration and Conciliation Act, 1996.

6. Scope of Work

OCAC on behalf of user departments, those wishes to conduct Computer Based Recruitment Test (CBRT) / Exams in some or all of the 30 districts of the state can avail the services of CBRE empaneled agencies. With this RFP, the empaneled bidders, whenever required by the user department, shall be responsible for implementation of following components.

The following activities would be carried out by the agency in consultation with the Commission.

a) Online application management (optional)

- b) Issue of e-admit cards (optional)
- c) Conduct of Exam
- d) Question Bank and dispatch of Question Papers
- e) Post Examination processing
- f) Biometric fingerprint & webcam registration (optional)
- g) HHMD Frisking of candidates (optional)
- h) CCTV Recording (optional)
- i) Question paper generation by the agency (optional)

6.1. Pre-Examination Services

The following activities would be carried out by the Commissions and only the specimen copy of Admit Card/ e-Admit Card and Centre-wise/ Venue-wise break up of Admitted Candidates and soft copies of their photographs and Signatures would be provided to the agency in the desired format for conduct of the Test.

- a) Receiving of Applications
- b) Drawing Centre-wise breakup
- c) Scrutiny of Applications
- d) Deciding Centers (cities/venues) where the CBRT / EXAM is to be conducted
- e) Allocation of Roll No.
- f) Uploading of e-Admit Cards.

All or any the above pre-exam activities may be carried out by the Commission or may be given to the agency as per the decision of the commission. Deciding the Test/Exam venues for centers in terms of 'd' above where the exam is to be conducted which has to be done by the agency within the specified time period in the SOP(Standard Operating Procedures) defined by the Commission on the basis of center-wise breakup. The Agency shall be notified before one month of the start of examination. In case of administrative exigencies, the user department may request for conduct of examination by intimating before 15 days. The bidder must extend all the services within that time period for conducting the exam.

6.2. Online application Management (optional)

- The agency should design the online application form for candidates to register themselves for the examination and make online payment of exam fees.
- The registration module should have the following requirements in the Application portal:
 - Applicant's basic details such as name, parents' details, year of passing, board, choice of city, mark sheet of qualifying examination pdf or jpg uploaded along with other important fields of information.
 - Allow the applicants to select city preference for appearing the exam.
 - Integration with bank for the online payment.
 - Online validation of the applications based upon the eligibility criteria
- Notifications to the candidates via email and mobile SMS
- Provide 9X6 helpdesk support to the candidates during the online application period.
- The candidate should be able to download and take a printout of the successfully filled applications.

6.3. Issue of e-Admit cards

- The agency shall allocate the candidates to the examination centers as per the guidelines provided by the Commission and generate e-admit cards.
- Generation of roll numbers ensuring randomization.
- The e-admit card should be designed as per requirement of the Commission.

- Uploading of admit cards for eligible candidates as per instruction of the Commission and confirmation by SMS/ E-mail.
- Each admit card should have a unique number.
- Uploading of additional e-admit cards wherever needed.
- Providing helpline with SMS and Email facility for answering the queries of the candidates.

6.4. Conduct of Exam

The following activities would be carried out by the selected agency who would be responsible for the smooth and uninterrupted conduct of the test using computers.

- 1. The agency will have to conduct Recruitment Test (RT)/Examination as per the dates finalized by the Commission.
- 2. The agency will have to ensure that Venues hired for the conduct of Examination/RT should be for two days i.e. for the day of arrangement and for the day of conduct of Examination/RT.
- 3. However, on the arrangement day the agency will have to make arrangement for a slot of three hours between 8:00 A.M. to 6:00 P.M. for conducting Mock Test as per the requirement of the Commission.
- 4. Two month lead time will be given to the agency for conduct of Exam/RT after Commission decides to conduct the Exam/RT. However agency must be prepared enough to take up the RT activities within 15 days of notification by the commission or user agency.
- 5. To manage the examination process through intranet based solution at each exam centre.
- 6. To arrange/provide requisite display card for providing required instructions/ information to the candidates appearing for exam at exam centres.
- 7. The display must include how many candidates are sitting in a particular lab and location.
- 8. Ensuring foolproof data security, data transfer and physical security inside Test/Exam venues. The right to update data or access to data base server should not be available with Site Supervisor.
- 9. Ensuring complete UPS facility with automated and failsafe complete back up at each venue.
- 10. Providing air conditioning facility in the server room and adequate ventilation facility in all the labs.
- 11. Providing Internet facility such as lease line/Broadband/data card from at least two different service providers.
- 12. Installing failsafe and secured LAN which should be isolated from any other computer in the vicinity at each venue with adequate backup of LAN equipment and resources.
- 13. Providing Backup Server in cluster mode/ hot swappable mode at each location with all software loaded and kept ready for use in case of such requirement.
- 14. Ensuring complete and comprehensive mock drill to be carried out one day before the exam in the presence of Commission's representative(s) and

providing successful test certificate to the effect that complete hardware and software including LAN connectivity is working without any technical glitches and bugs and all the backup facilities including ACs/Fans/Coolers, Power backups, etc are in place.

- 15. Ensuring that the keyboard and other hardware available to the candidate during the test such as Ports, CD/DVD etc have been disabled except for the hardware required for marking the responses.
- 16. Ensuring that all the terminals and the Servers including backups would be Virus free/properly secured and certificate to this effect to be provided before start of the Test.
- 17. The terminal No. at which the candidate is to take the Test/test must be allotted at random at the time of Registration only.
- 18. To securely install and implement question paper received from Commission under secure environment.
- 19. Ensuring storing the transfer of sensitive data through encrypted mode under adequate password protection. Such data shall be handled only by the authorized officer specially authorized by the Commission.
- 20. Transfer of sensitive data to be carried out strictly as per the time schedule to be decided by the Commission. The tentative timeline are as follows.
 - i. Sending of QP from user department to SIP Cloud 30 Mins before exam
 - ii. Distribution of QP from SIP Cloud to exam venue- 20 Mins before exam
 - iii. Distribution of QP to All Servers- 10 Mins before exam
 - iv. Provide QP access to candidates at time of exam
 - v. Submission of candidate response to cloud immediately after closing of exam
 - vi. Sending the question template and candidates response only to designated email of user department within 10 Mins of Completion of examination. Submission time may be different for PWD (extra time) / candidate having faulty system.
- 21. The Agency would be fully responsible for the Supervision, Invigilation and technical operation of the conduct of the CBRT / exam at each location as per guidelines of the Commission. However, the Commission would depute their representatives at each location to oversee and to monitor the smooth and fair conduct of the TEST.
- 22. Providing Invigilators, Technical staff, Supervisors and other staff as per the following requirement of the Commission :

- Invigilator-Two for 30 candidates (Minimum 2 per room)
- Site Supervisor-Minimum 1 Per centre
- IT Manager Minimum 1 per centre
- Technical Support Staff-Minimum 1 per 50 candidates
- Electrician-Minimum 1 per centre
- Security Guard- Minimum 1 per 100 candidates
- Candidate frisking staff 1 per 50 candidate (Adequate female staff to be made available)
- 23. All personnel associated with Recruitment Test/ Exam will have to certify that none of their near relation is appearing in the above mentioned Test at the appropriate time in the format prescribed by the Commission.
- 24. For checking impersonation the agency will have to provide candidates personal details such as Roll No. & Name including photo on the screen of the terminal during the exam period.
- 25. The agency will have to make arrangement for continuous monitoring and recording of candidates activities at each venue by installing adequate number of CCTV so as to cover all the candidates in the lab for recording full duration of the test / exam. The Agency will have to provide all recordings to the Commission after the conclusion of RT / exam. CCTV must cover all rooms, entrance, exits, registration & frisking. CCTV footages must be submitted in a single HDD with proper file naming structure.
- 26. The agency will have to make arrangement at Commission control room for monitoring and supervising Exam activities of all the venues on monitoring console.
- 27. Agency will be responsible for making arrangements for Physically handicapped (Orthopedically handicapped, Visually impaired or Hearing impaired) candidates as per the requirements of the Commission on the centres wherever required. The details of centres where this facility is required will be informed to agency well in advance. However, the firm has to indicate at least one PH friendly venue at each centre with following facilities:

a) Providing venues for PH candidates at each centre with disabled friendly environment preferable on ground floor.

- b) Well connected and easily accessible from all parts of city.
- c) Accessible facilities i.e. hand rails, ramps with low floor stairs.
- d) Appropriate signages

e) Available clean toilets

- f) Wheel chair facility
- 28. To maintain audit trail of all activities of all candidates during the course of examination and providing the same in the readable form to the Commission within 5 days after conclusion of exam.
- 29. Various Critical Stages for CBRT/Test

i. Providing final list of Venues by the vendor for conducting ONLINE Recruitment Test to Commission based on Centre-wise List.

ii. Providing process manual of the respective RT and Demo test file for the RT to be conducted, by the vendor.

iii. Exam Data transferred after conclusion of RT in the required format by the vendor.

- 30. Agency will be responsible for capturing, successfully, Biometric fingerprints and the photographs of the candidates reporting to the Venue of the Test/ Exam within the stipulated time allotted for the purpose. The Biometric Information captured will have to be shared with the Commission and also verified by the Agency at the time of Interview at the Commission's office.
- 31. Photo/signature image will be displayed on screen of each candidate at the terminal during the exam period.
- 32. Question paper with Bilingual (English and Odia) display on screen as per requirement of Commission.
- 33. Agency will be responsible for collating complete Response Data and the Attendance Data in a secured and encrypted manner in their Data Centre which will be shared with the Commission immediately after conclusion of the Test/Exam as per the requirement/Format of the Commission.
- 34. Agency should furnish mechanism/features in the System being offered (within their quoted rates) for preventing malpractices/cheating during the examination. This may be elaborated in their technical bid.
- 35. Summary report after conclusion of each exam has to be provided to candidates through e-mail as and when advised by Commission in the approved format as and when required.
- 36. The Agency will be responsible for arranging the equipment in perfect working condition and will have to post adequate number of trained personnel for the day of Test/Examination as mutually agreed upon.
- 37. Instructions to the candidates should be made available to the candidates during the exam at the click of mouse.
- 38. All software for question paper authoring, computer based examination, biometric candidate handling, etc must be owned by the agency or should

have licensed copy which should be in use at least for the last 3 years with third party security compliance. The agency should be able to make changes in any of the modules of all the software to meet the requirement of Commissions w.r.t Scope of Work

6.5. Question Bank and dispatch of Question Papers

All activities relating to Question Bank and dispatch of Question Papers would be carried out by the Commission. The Agency would be involved only at the appropriate time as detailed below:

- 1. The agency shall ensure the complete security of processes, infrastructure, servers, networks, VPN connections, etc as per the plan drawn in consultation with the Commission.
- 2. The agency will have to adhere to the Standard Operating Procedure (SOP) laid down by the Commission for all Pre and Post exam activities.
- 3. The agency will provide a question paper authoring tool which will ensure end to end security of the question paper with 256 bit encryption.
- 4. The user department may prepare the question paper using the question authoring tool of its own or may ask the agency for setting up of the question paper for computer based recruitment examination.
- 5. The Agency would be responsible for providing requisite user friendly software and methodology along with the format of Question Paper. This software will have to be installed by the Agency in the secured computer system/Server which will be kept secured in the Commissions office. Due training, if required will also be have to be provided by the Agency along with dummy drill for handling question paper. This would be completed well before setting up the question paper by the Commission.
- 6. The software should have facility to shuffle the Questions as well as Answer options in the Question Paper presented to the candidate so that no two candidates should have same set of question paper.
- The modalities of transferring the Q-Pack and dissemination to the candidates will be done by the selected agency as per the procedures specified by the Commission.
- 8. The agency will provide DEMO file (Mock test) for relevant CBRT / Exam in bilingual mode or English, as the case may be, within the prescribed date by commission before conducting each RT/ exam for uploading on web-site. The mock test should be on the template of the RT/exam to be conducted and in line with the requirement of the Commission.
- 9. The agency will provide detailed process Manual for relevant CBRT/Exam within 15 days before date of RT/Exam for the use of Inspecting officers.

- 10. The agency should be having full rights on the Source Code of the software of Test Engine. They should be capable of changing the software as per the requirement of the Commission. If there is any change in the version of software the same will be intimated to the Commission by the Agency or in case of any change required by the Commission the same should be upgraded/implemented only after approval from the Commission. After approval only the upgraded version is to be used from next RT/Exam.
- 11. The agency must upload question papers in the cloud server before 30 mins of the examination. Centers will be provided the question before 20 minutes of the examination and 10 mins before to all the sub-servers and at the time of commencement of exam to each candidate's node.
- 12. QP authoring, validating & mock viewing and the online transmission simulation must be done offline in Commission's premise. Under no circumstances, the digital QP should be transmitted before 30 mins of conduct of examination, outside the premise of the Commission.
- 13. For foolproof flaw less QP rendering, offline simulation is to be done before Controller of Examination. The simulation involves QP uploading to cloud, QP from cloud to exam venue server and candidate rendering
- 14. The simulation must be done 3 days prior to the examination, on any day fixed by the Commission
- 15. The involved hardware like laptop, Pen drive etc are to be kept in the Commission's custody until exam is over

6.6. Post Examination Processing:

- 1. Immediately after test is concluded, the Agency would make arrangements to transfer the complete data along with proper 'LOG FILES' (in the readable format) to the Commission or any other Central Data Center as identified by commission in the encrypted form under totally secured environment.
- 2. The Agency would then prepare Reports as desired and mutually decided by the Commission. The Raw scoring will have to be carried out by the Agency based on the Answer Keys which will be provided by the Commission after the conclusion of the Test.
- 3. The complete Data as mentioned above along with reports would be transferred to the Commission by the Agency under the secured mode on the same day.
- 4. The Agency will also transfer the Registration details including List of Present appeared candidates to the Commission within 2 days after conclusion of Test.

- 5. The Commission would be responsible for the further Post Exam processing towards the declaration of the result etc.
- 6. The agency shall provide software/ facility for e-mailing of exam paper along with attempted responses to each candidate, if required.
- 7. The Agency will have to resolve any discrepancy noticed by the Commission while processing of the result on immediate basis.
- 8. The agency will also have to provide documented inputs with relevant data and support to handle RTI, etc to the commission after each test/exam conducted by the Agency.
- 9. The agency shall have to carry/demonstrate complete system test run with test data to the Commission before implementation.
- 10. The agency should also be able to demonstrate Application / server logs to capture all errors, warnings and exceptions that are generated in applications along with the time at which they occurred.
- 11. Submission of candidate response to cloud immediately after closing of exam
- 12. Sending the question template and candidates response only to designated email of user department within 10 Mins of Completion of examination. Submission time may be different for PWD (extra time) / candidate having faulty system.

6.7. Biometric fingerprint & webcam registration (optional)

- 1. The agency must ensure accurate Registration of each candidate reported for the test well before start of the Test/Exam as decided by the Commission.
- 2. At the time of Registration, candidate's photograph taken on the web-cam to be checked with the photograph brought by the candidate and his Biometric fingerprint to be captured and stored for future use by the Commission.
- 3. Verification of the candidate's biometric fingerprint must be done during bio breaks and at the end of the examination by the agency.
- 4. The Biometric Information captured will have to be shared with the Commission and also verified by the Agency at the time of Interview at the Commission's office.

6.8. HHMD Frisking of candidates (optional)

- 1. The agency shall ensure availability of proper security/ frisking at the examination centers.
- 2. Separate frisking facilities for female candidates. Only female staff will frisk the female candidates.
- 3. Frisking must be done by hand held metal detectors (HHMD).

6.9. CCTV Recording (optional)

- The agency will have to make arrangement for continuous monitoring and recording of candidates' activities at each venue by installing adequate number of CCTV so as to cover all the candidates in the lab for recording full duration of the test / exam. The Agency will have to provide all recordings to the Commission with proper directory structure after the conclusion of RT / exam in a HDD. The cost of the HDD to be borne by the Service Provider
- 2. All the exam halls should have CCTV surveillance cameras installed in a way that activities each candidate is captured. CCTV camera feeds should be stored locally
- 3. CCTV camera should record Exam Center activities from 2 Hours before to 2 Hours after the examination. The bidder will be required to handover the CCTV camera feeds to the Commission for all the Computer Based Exam within 20 days after the examination after its proper sealing.

6.10. Question Paper generation by the agency (optional)

- 1. The agency shall provide sufficient number of SMEs (Subject Matter Expert) for content creation. If required, the agency should identify the required SMEs prior to the contract signing.
- 2. The agency will create and manage examination question paper with various difficulty levels securely as per the syllabus provided by the Commission.
- 3. Complete security of the content created shall be with the agency.
- 4. The agency shall prepare the question papers in English and Odia language.
- 5. Type of Questions will be objective/subjective type.

6.11. Miscelaneous

- 1. The agency must prepare the seating chart and display the same in appropriate location of the exam centre.
- 2. The agency must ensure availability of DG set at exam centre location to provide uninterrupted power supply in case of any power failure.
- 3. The agency must send report along with snaps from the exam centres to the specified email of the commission.
- 4. The commissions or user department may engage third party auditors for verification of the exam centres. In such case, the agency must extend its full support for successful completion of auditing.
- 5. The agency must arrange cloak room for keeping valuable belongings such bags, vanity, purse, calculator, mobile phones etc. of the candidates

- 6. The agency must ensure 10% buffer nodes, keyboards, mouse etc in each lab to meet any device malfunction exigency.
- 7. The agency must ensure sufficient number of registration desk for registration of the candidates in exam conduct date. Ideally, one registration desk/kiosk must be set up in each 50 candidates.
- 8. The examination dashboard must display the information as per the following.
 - i. Time of sending QP to Cloud from Commission/User Department
 - ii. Time of downloading QP from Cloud to Servers
 - iii. Time of distribution of QP
 - iv. Time of registration of each candidate
 - v. Photograph of candidate captured during registration of each candidate
 - vi. Start time of exam for each candidate
 - vii. Present absent statement report shooting to Commission's WhatsApp & email
 - viii. Status of exam of each candidate
 - ix. End time of exam of each candidate
 - x. Auto shooting of email containing candidate response to commission email
- 9. The agency must provide physical signing attendance sheet by candidates to the user department.
- 10. The agency must provide module for downloading of Response Sheet in PDF format by the candidate in individual login-based system. The response sheet to contain Question, all the options and chosen option(Roll, DOB)
- 11. The Response Sheet of all candidates in above format must be provided by the agency in HDD to the Commission/user department within 7 days of completion of exam (link to be shared to Commission)
- 12. The agency must provide additional services for conducting Computer Skill Test Examination besides the Recruitment Examination to the commission/user department.
- 13. The agency must ensure minimum bandwidth of 10 Mbps for downloading and Minimum 5 Mbps for uploading at each exam centre.

	Desktop			
SI No	SI No Items Specification			
1	Screen Size	Minimum 21 inch or higher		

6.12. Minimum Hardware Specification

2	Screen resolution	1024x768
3	Operating System	Windows OS with appropriate service packs
4	Browser	Must support above OS
5	Keyboard	Normal keyboard without multimedia keys
6	Mouse	Optical Mouse

	Server			
SI No	Items	Specification		
1	Processor	CPU Speed 2.0 GHz or above		
2	RAM	8 GB or Higher		
3	Screen Resolution	1024x768		
4	Operating System	Compatible for candidates' systems as clients, must meet the performance criteria		
5	Performance Criteria	 Must support at least 100 clients without any perceivable degradation in performance. All mouse / key clicks are to be recorded for each client with time stamp for audit purposes. Response time for question / page loading must be less than one second All responses to be acted upon in real time. 		
6	Server Response Time	The entire client node should get the server response time of less than 1 sec for every user actions.		

6.13. Service Level Agreement

The purpose of this Service Level Agreement (hereinafter referred to as SLAs) is to clearly define the levels of service which shall be provided by the agency to the Commissions for the duration of this contract. This SLA section provides for minimum level of services required as per contractual obligations based on performance indicators and measurements thereof. The Implementation SLA is given below:

SI No	Milestone	Completion Time
1	Award of Contract	T1
2	Signing of Agreement	T2=T1+5 Days
3	Providing Empanelment Guarantee	T3=T1+5 Days

6.14. Penalty

SI No	Criteria	Penalty Clause
1	If Examination in any one center delayed due to fault of agency for more than 15 minutes	20% of the billable Value for the delayed center
2	In case of Paper leakage during the examination.	Re-conduct of the examination on a different date without any additional cost
3	In case of willful malpractice by the SIP during the examination and scoring.	100% of the total billable value

6.15. Payment Terms & Schedules

- 1. Advance payment: No Advance payment will be made to the agency.
- 2. Payment to be released post deduction of penalty, if any.
- 3. Payment Milestones:-For providing examination services to the departments, the payment to the agency will be made percentage wise as mentioned below based on the rate per candidate per session multiplied by number of the candidates for whom these admit cards were issued.

SI No	Payment Conditions	Payment
1	Successful conduct of online RT examination, evaluation, submission of result	90%
2	Completion of post examination activities and handover of the documents to the commission/user department as detailed out in the RFP	10%
	Total	100%

- 1. Payment will be made within 30 days of submission of invoice along with all required supporting documents.
- 2. All payments will be made subject to TDS (Tax deduction at Source) as per the income- Tax Act
- 3. Any payment related issues shall be resolved by Secretaries of concerned department/chairman of the commission. The Selected Agency shall submit the requisite deliverables and satisfactorily perform work as specified under the Contract to the Purchaser.
- 4. The requisite payment will be released by the Purchaser upon acceptance of the deliverables and satisfaction with work performed by the Selected Agency.
- 5. If the deliverables submitted / work performed by the Empanelled Agency is not acceptable to the Purchaser, payments shall not be released to the Empanelled Agency. This is without prejudicing the Purchaser's right to levy any Penalties based on the Service levels agreed between the Purchaser and the Empanelled Agency. In such case, the payment will be released to the Empanelled Agency only after it re-submits the deliverable / performs work and which is accepted by the Purchaser.

7. General

7.1. Duration of the empanelment

The empanelment for CBRE agencies (all the Tiers) will be for a period of three years. However authority reserves right to extend the empanelment period another 2 years with mutually agreed rates and other terms. During this period the agencies will be required to provide all necessary assistance to ensure the successful implementation of various projects within the Departments. In case, the performance of the empanelled agency found to be poor/involves in unethical practices, OCAC reserves right to delist the firm from its empanelment list at any time with in contract period.

7.2. Process of Selection

Bidders are advised to study the Bid Document carefully. Submission of the Bid will be deemed to have been done after careful study and examination of all instructions, eligibility norms, terms and requirement specifications in the tender document with full understanding of its implications. Bids not complying with all the given clauses in this tender document are liable to be rejected. Failure to furnish all information required in the tender Document or submission of a bid not substantially responsive to the tender document in all respects will be at the bidder's risk and may result in the rejection of the bid.

The process of empanelment of firm is as follows.

- 1. Broad categorization firms of based on the Tier applied for and no. of firms to be empanelled in each tier.
- 2. After matching of L1 rates, OCAC will ask the bidders to furnish Empanelment Guarantee.
- 3. Subsequently, OCAC will request E & IT Department to issue notification on empanelment.
- 4. After notification OCAC will ask all the empanelled firm to sign the agreement.
- 5. The empanelled list shall be communicated to all the Departments
- 6. OCAC reserves right to increase/decrease number of firms to be empanelled in each category.

7.3. Empanelment Guarantee

Within 15 days of the selected firms being intimated about their empanelment they are to submit an Empanelment Guarantee of equivalent amount of EMD in shape of DD in favour of Odisha Computer Application Centre. The bidder may also request OCAC to convert the EMD to Empanelment Guarantee. The Empanelment Guarantee will be returned to the bidder after completion of Empanelment period (i.e. after 3

years 6 months from the date of notification of empanelment or after applicable extension periods). No interest will be paid to the bidder towards Empanelment Guarantee.

7.4. Allotment of Work

User department may select any of the empaneled agency as per their requirement specifically for conducting CBRE examination as per the scope of work.

Department have the right to assign any of the Empanelled agency among different tiers based on its requirement. User department to prepare the CBRE examination procedure or Terms of Reference in line/addition to the ToR of this RFP and share the ToR with empaneled agency and invite the empaneled firms for presentation on a specific date and time. Based on the CBRE exam requirement, the user department may select the agency from any one of the tier. User department may choose the tier based on their requirement.

7.5. Penalty for delays

Project assignments to the empanelled agencies will be on the basis of time/resource estimates defined by respective Departments. Each project, therefore, will have a definite date of project completion. The Department and empanelled agency may undergo to a Non-disclosure agreement with appropriate Service Level Management with penalty terms at the time of awarding of work; however generally, for any time slippages, the agencies can induct more resources at their cost to meet the time schedules. Project delays on account of the agencies will attract a penalty of 0.5% (point five percent) per week of the total project value of the respective assignment/project for up to 30 days beyond which the Department will be free to get the job done from any one of the remaining empanelled agencies. However, the maximum ceiling limit of the penalty would be 10% of the contract value (excluding taxes) of the respective assignment/project.

7.6. Exit Plan

- 1. The selected firm shall provide systematic exit plan and conduct proper knowledge transfer process to handover operations to user department/OCAC technical team within 15 days from the receipt of notice of termination or at least three months before project closure.
- 2. IT resource persons of user department/OCAC will work closely with resource persons of Service Provider at test, staging and production environment during knowledge transfer phase. All knowledge transfer should be documented and possibly recorded.

FORM-1-Cover Letter

(To be submitted on the Letter head of Bidder)

То

The General Manager (Admin), Odisha Computer Application Centre, N-1/7-D, Acharya Vihar P.O. RRL, Bhubaneswar - 751013.

Subject: Empanelment of Agencies for conducting Computer Based Recruitment Examination (CBRE) in the State

Ref: RFP Reference No. OCAC-SEGP-SPD-0002-2023-23038

Madam,

I, the undersigned, offer to provide the services for the proposed assignment in respect to your Request for Proposal No. OCAC-SEGP-SPD-0002-2023-23038, dated 24-05-2023. We hereby submit our proposal which includes the pre-qualification proposal, technical proposal and commercial proposal in separate folders and securely uploaded in eNividia portal. Our proposal will be valid for acceptance up to 180 Days and I confirm that this proposal will remain binding upon us and may be accepted by you at any time before this expiry date.

All the information and statements made in our proposal are true and correct and I accept that any misinterpretation contained in it may lead to disqualification of our proposal. If negotiations are held during the period of validity of the proposal, I undertake to negotiate on the basis of proposal submitted by us. Our proposal is binding upon us and subject to the modifications resulting from contract negotiations.

I have examined all the information as provided in your Request for Proposal (RFP) and offer to undertake the service described in accordance with the conditions and requirements of the selection process. I agree to bear all costs incurred by us in connection with the preparation and submission of this proposal and to bear any further pre-contract costs. In case, any provisions of this RFP/ ToR/Scope including of our technical and financial proposal are found to be deviated, then you shall have rights to reject our proposal. I confirm that, I have the authority to submit the proposal and to clarify any details on its behalf.

I understand you are not bound to accept any proposal you receive.

Yours faithfully,

Authorized Signatory with Date and Seal:

Name:

Title:

Address of Bidder:

8. Form-2- Declaration for bid participation under Tier-<__>category

То

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

Sub: Declaration for bid participation under Tier-<___> category

Ref: RFP Document Ref No : . OCAC-SEGP-SPD-0002-2023

Sir,

We have carefully and thoroughly gone through the Terms & Conditions along with scope of work contained in the RFP Document [OCAC-SEGP-SPD-0002-2023-23038] regarding "Empanelment of Agencies for conducting Computer Based Recruitment Examination (CBRE) in the State".

We declare that we are participating in this bid under << Tier-____>> category.

Thanking you,

Signature

(Authorized Signatory)
Seal:
Date:
Place:
Name of the Bidder:

9. FORM-3-Compliance Sheet for Pre-Qualification Proposal

SL#	Requirement	Reference & Page #
a.	Legal Entity	
b.	Business Experience	
с.	Sales Turnover: Certificate	
d.	Net Worth: Certificate	
e.	Technical Capability: Copy of Work Order + Project Completion Certificate	
f.	Certifications	
g.	Manpower Strength	
h.	Tender Fee	
i.	Local Presence	
j.	Bidder's Authorization Certificate	
k.	Integrity Pact	
١.	Acceptance of Terms & Conditions	
m.	Declaration of Bid Participation under Tier<> Category	
n.	Blacklisting Declaration	

10. FORM-4-Particulars of the Bidder

SL#	Information	Details
a.	Name and address of the bidding Company	
b.	Incorporation status: Public Ltd / Pvt. Ltd, etc.	
с.	Year of Establishment	
d.	Date of registration	
e.	Name, Address, Email & Mobile# of Contact Person	

11. FORM-5-Technical Compliance Sheet

The bidder must provide the below compliance sheet along with reference page number and description of the particulars as per scope of work in its technical proposal.

SI No	Particulars	Compliance Report (Yes/No)	Page No
1	We confirm the acceptance & understanding of deliverables by the bidder with respect to Scope of Work and other terms and conditions of the RFP.		
2	The number of candidates for which Computer Based Recruitment Test/Exam was conducted in one shift/session, is indicated.		
3	Details of maximum capacity of test nodes as per centres mentioned in of Scope of Work is enclosed.		
4	We confirm that the firm can conduct Computer Based Recruitment Test/Exam as per Scope of Work in all listed centres in the RFP.		
5	The agency undertakes to be responsible for complete security of processes, infrastructure, VPN connections, etc as per the plan drawn in consultation with the Commission.		
6	Details of Infrastructure available i.e. UPS, computers, back-up devices, Internet facility, LAN system etc. at all the listed Centers are furnished.		
7	Detailed regarding technical invigilator and supervisor/staff to be deployed at each venues, are furnished.		
8	Details of secured LAN system with LAN back-up equipment & VPN connection to be provided at all venues, are furnished.		
9	Details of Back-up Server & its connectivity with main Server along with the details of software to be provided at each venue, are furnished.		
10	Details of CCTV to be installed at each lab for continuous monitoring of candidates activities from control room at Commissions are furnished.		
11	Details of Registration counters including facilities for		

	photo capture and Bio-Metric information to be capture of each candidate. Also indicate number of candidates per counter.	
12	Detailed methodology for Data storage and transfer of data through VPN under secured environment are indicated.	
13	Details of Antivirus software to be provided at Server level as well as at Terminal level, are furnished.	
14	Detailed methodology for creating Question paper under secured environment within Commission premises and the type of software training to be provided at Commissions, are indicated.	
15	Detailed activities to be provided w.r.t. Pre-Test activities as defined in Scope of Work, are indicated.	
16	Detailed methodology for preparation and dispatch of question papers through VPN connectivity w.r.t., Scope of Work, are indicated	
17	Detailed methodology to be adopted for carrying out Post-Test processing w.r.t. Scope of Work, are indicated.	
18	The Agency will provide all the facilities as per guidelines laid down by the Commission for PH candidates including providing facility for familiarization one day before the CBRT/Exam at the PH allotted venue.	
19	The Agency will provide all data of the candidates including audit trail of all activities of candidates to the Commission after conclusion of exam.	
20	The Agency will make arrangement at Commissions control room for monitoring & supervising exam activities of all the venues on centralize monitoring console.	
21	We confirm that the software is capable for generating bilingual (English and Odia) question packs.	

Thanking you,

Signature

(Authorised Signatory)

Seal:

Date:

Place:

Name of the Bidder:

12. FORM-7-Declaration for Availability of Test Venues

The bidder needs to submit the declaration as per the below format.

SI No	Name of the Exam Centre (DHQ) (Indicative)	Total Number of Test Venues available	Number of Test Venues under agreement (valid up to till date) among bidder and the third party	
1	Cuttack			
2	Angul			
3	Balangir			
4	Balasore			
5	Bargarh			
6	Berhampur			
7	Bhadrak			
8	Bhubaneswar			
9	Boudh			
10	Deogarh			
11	Dhenkanal			
12	Gajapati			
13	Ganjam			
14	Gunupur			
15	Jagatsinghpur			
16	Jajpur			
17	Jharsuguda			
18	Kalahandi			
19	Kendrapara			
20	Keonjhar			
21	Khordha			
22	Koraput			
23	Malkangiri			
24	Mayurbhanj			
25	Nabarangpur			
26	Nayagarh			
27	Nuapada			
28	Paradeep			
29	Phulbani			
30	Puri			
31	Rayagada			
32	Rourkela			

33	Sambalpur		
34	Sonepur		
35	Sundergarh		
Total			

Thanking you,

Signature

(Authorised Signatory)

Seal:

Date:

Place:

Name of the Bidder:

13. FORM-8-Acceptance of Terms and Conditions

(To be submitted on the Letterhead of Bidder)

То

The General Manager (Admin), Odisha Computer Application Centre, N-1/7-D, Acharya Vihar P.O. RRL, Bhubaneswar - 751013.

Subject: Empanelment of Agencies for conducting Computer Based Recruitment Examination (CBRE) in the State Madam,

I have carefully and thoroughly gone through the Terms & Conditions along with scope of work contained in the RFP No. OCAC-SEGP-SPD-0002-2023-23038regarding "RFP for Empanelment of Agencies for conducting Computer Based Recruitment Examination (CBRE) in the State".

I declare that all the provisions/clauses including scope of work of this RFP are acceptable to our company. I further certify that I am an authorized signatory of the company and I am, therefore, competent to make this declaration.

Authorized Signatory with Date and Seal:

Name:

Title:

Address of Bidder:

14. FORM-9-Project Citation Format

1.	Project Name:			
2.	Value of Contract/ Work Order (In INR):			
3.	Name of the Client:			
4.	Project Location:			
5.	Contact person of the client with address, phone and e-mail:			
6.	Project Duration:			
7.	Start Date (month/year): Completion Date (month/year):			
8.	Status of assignment: Completed / Ongoing (if it is on-going, level of completion)			
9.	Narrative description of the project with scope:			
10.	List of Services provided by your firm/company:			

15. Form-12-Format for Bank Guarantee for Earnest Money Deposit

То

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

Sub: RFP for Empanelment of Agencies for conducting Computer Based Recruitment Examination (CBRE) in the State.- RFP No.: OCAC-SEGP-SPD-0002-2023-23038

Whereas <<Name of the bidder>> (hereinafter called 'the Bidder') has submitted the bid for Submission of RFP Ref. No. OCAC-SEGP-SPD-0002-2023-23038, dated 24-05-2023 for RFP for Empanelment of Agencies for conducting Computer Based Recruitment Examination (CBRE) in the State. (hereinafter called "the Bid") to OCAC.

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

The conditions of this obligation are:

1. If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or

2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid

a. Withdraws his participation from the bid during the period of validity of bid document; or

b. Fails or refuses to participate in the subsequent Tender process after having been short listed;

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

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

NOTHWITHSTANDING ANYTHING CONTAINED HEREIN:

- Our liability under this Bank Guarantee shall not exceed Rs. <<Amount in figures>> (Rupees <<Amount in words>> only)
- ii) This Bank Guarantee shall be valid upto <<insert date>>)
- iii) It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<insert date>>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:

16. Form-13-Integrity Pact

То

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

Sub: RFP for Empanelment of Agencies for conducting Computer Based Recruitment Examination (CBRE) in the State.- RFP No.: OCAC-SEGP-SPD-0002-2023-23038.

Sir,

It is here by declared that **Bidder Organization** is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject RFP ref no. OCAC-SEGP-SPD-0002-2023-23038 is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the **Bidder Organization***

Thanking you,

Signature

(Authorised Signatory)

Seal:

Date:

Place:

Name of the Bidder:

17. Form-14-Performance Security

То

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

Sub: RFP for Empanelment of Agencies for conducting Computer Based Recruitment Examination (CBRE) in the State.- RFP No.: OCAC-SEGP-SPD-0002-2023-23038.

Whereas, <<name of the supplier and address>> (hereinafter called "the bidder") has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> for conducting Computer Based Recruitment Examination (CBRE) in the State, OCAC (hereinafter called "the beneficiary").

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

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

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

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

We further agree that no change or addition to or other modification of the terms of the agreement to be performed there under or of any of the agreement documents which may be made between you and the Bidder shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification. This Guarantee shall be valid until <<<insert date>>

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

NOTHWITHSTANDING ANYTHING CONTAINED HEREIN:

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

(Authorized Signatory of the Bank)

Seal:

Date:

18. FORM-15- Financial Bid Covering Letter

(To be submitted on the Letterhead of Bidder)

То

The General Manager (Admin),

Odisha Computer Application Centre,

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

Bhubaneswar - 751013.

Subject: RFP for Empanelment of Agencies for conducting Computer Based Recruitment Examination (CBRE) in the State.- RFP No.: OCAC-SEGP-SPD-0002-2023-23038.

Madam,

I /We, the undersigned, offer to provide the service as Service Provider for Empanelment of Agencies for conducting Computer Based Recruitment Examination (CBRE) in the State as per RFP No.: OCAC-SEGP-SPD-0002-2023-23038 and our Pre-Qualification, Technical and Financial Proposals. Our attached Financial Proposal is inclusive of all applicable taxes and duties.

1. PRICE AND VALIDITY

All the prices mentioned in our Tender are in accordance with the terms as specified in the RFP documents. All the prices and other terms and conditions of this Bid are valid for a period of 3 years 6 months from the date of opening of the Bid.

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

2. QUALIFYING DATA

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

3. BID PRICE

We declare that our Bid Price is for the entire scope of the work as specified in the RFP. These prices are indicated in Form-16-Financial Bid Format with our bid as part of the Tender. In case there is substantial difference between the component wise price approved by OCAC and the price quoted by the bidder, OCAC will have the

rights to ask the bidder to realign their cost without impacting the total bid price. We hereby agree to submit our offer accordingly.

4. PERFORMANCE BANK GUARANTEE

We hereby declare that in case the contract is awarded to us, we shall submit the Performance Bank Guarantee as specified in the clause 17 of this RFP document.

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

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

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

Thanking you,

Signature (Authorised Signatory)

Seal:

Date:

Place:

Name of the Bidder:

19. Form-16-Financial Bid Format

Financial Bid Format										
RFP for Empanelment of Agencies for conducting Computer Based Recruitment Examination (CBRE) in the State										
RFP Ref No.: OCAC-SEGP-SPD-0002-2023-23038										
SI No	Items	UoM	Unit Rate	GST Cost	Quantity	Total Cost				
(A)	(B)	(C)	(D)	(E)	(F)	G=((D+E)xF)				
1	Online - application Management	Per Application			1					
2	Issue of E-admit Cards	Per admit card issued			1					
3	Conduct of Computer Based Recruitment Test	Per Candidate Per Session			1					
4	Biometric finger print & webcam registration	Per Candidate Per Session			1					
5	HHMD Frisking of candidates	Per Candidate Per Session			1					
6	CCTV Recording	Per Candidate Per Session			1					
7	Question Paper creation (English and Odia)	Per Question			1					
8	Conducting Computer Skill Test Examination	Per Candidate Per Session			1					
	Total Cost									

(In Words)

- The financial bid format mentioned in the RFP is for reference purpose.
 However, the bidder needs to follow, the financial format available in the eNivida Format.
- The bidder needs to upload the financial format in appropriate section in eNivida Portal. Uploading financial bid in any other section such as prequalification or technical leads to rejection of the bid.
- iii) Rates shall be quoted only in Indian Rupees
- iv) In case any test/examination is conducted in more than one session, payment will be made on the basis of admit cards issued to the candidates multiplied by the number of sessions.

Signature	
(Authorised Signatory)	

Seal:

Date: Place:

Name of the Bidder: