

“State level empanelment of agencies for conducting computer based recruitment examination (CBRE)”

RFP Reference No. OCAC-SEGP-SPD-0002-2023-23038 Dated:24-05-2023

Response of Pre-Bid Queries

SL	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Pt. of Clarificaitons / Remarks of the bidder	Response of OCAC
1	Pg 25 Pt. No.13	<p>Hosting Infrastructure - The software application must be hosted in Tier-III or above data centre and certified by Cert-in certification agency.</p> <p>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.</p>	<p>Request to include the following CSP parameter considering the Security Control & Regulatory Parameters for the entire work load proposed to be hosted :</p> <p>The CSP should have experience of executing at least 10 IT projects (Cloud/ DC and DR Hosting) for any Govt. organisation/ PSU in India during the last 5 years with project value more than 5 Cr for each project..</p> <p>The CSP should have experience of hosting critical workload from power / bfsi sector/ eGovernance for minimum 5 or more Government organisations /PSUs/DISCOMs/Power Sector Organizations in the last 5 years.</p> <p>The Cloud Service Provider should be empaneled with MietY and STQC audit for Government Community Cloud (GCC)</p> <p>The CSP should have at least 3 different Tier 3 Rated Data Centres. Any TWO Data Centres should be in different seismic zone.</p> <ol style="list-style-type: none"> 1. ISO 9001 2. ISO 27001 (ISO 27017 and ISO 27018) 3. ISO 20000-1 4. SOC1, SOC2 & SOC 3 Certification 5. CMMi Level 3 <p>CSP must have the capability of delivering managed SIEM SOC Service for its cloud hsoted workload , supporting PO need to be provided</p>	No Change.As per RFP

“State level empanelment of agencies for conducting computer based recruitment examination (CBRE)”

RFP Reference No. OCAC-SEGP-SPD-0002-2023-23038 Dated:24-05-2023

Response of Pre-Bid Queries

SL	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Pt. of Clarificaitons / Remarks of the bidder	Response of OCAC
2	Pg 47 Clause 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	Please clarify on the SIP Cloud . Will it be proposed on the same cloud for hosting the online test conducting session application or will be different . If any SIP server functionality to be established who will provide the same / under whose responsibility - Dept /bidder	No Change.As per RFP
3	4.1. Pre-Qualification Criteria, Point 2.	Responding Firm/ Company's average annual sales turnover during the last Three (3) financial years from computer-based recruitment test as on 31st 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.Certificate from Statutory Auditor and audited balance sheet of last three years as on 31st-Mar-2023.	We can provide a certificate from our CA along with audited balance sheet of last three years as on 31st-Mar-2023. Please confirm if this is acceptable?	No Change.As per RFP
4	4.1. Pre-Qualification Criteria, Point - 3. Net Worth	The Net Worth of responding Firm/ Company must be positive during last Three (3) financial years ending on 31st March 2023. Certificate from statutory auditor.	We can provide a certificate from our CA for net worth of our firm. Please confirm if this is acceptable?	No Change.As per RFP

“State level empanelment of agencies for conducting computer based recruitment examination (CBRE)”

RFP Reference No. OCAC-SEGP-SPD-0002-2023-23038 Dated:24-05-2023

Response of Pre-Bid Queries

SL	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Pt. of Clarificaitons / Remarks of the bidder	Response of OCAC
5	Pre-Qualification Criteria Point 15	Test Nodes	Due to confidentiality and security reasons, we will not be able to share the address and contact details of our leased centers. We request to accept masked copies of the agreements or Purchase orders. We can share the unmasked copies once the contract and NDA is signed with OCAC.	Pre-Qualification Criteria Point 15-Test Nodes-Compliance Column may be read as follows. "Self-Declaration on company letter head seal and signed by authorized signatory along with supporting documentary proof.Masked copies of the aggreement or purchase order.However , the bidders selected for empanelment must produce unmasked copies of the aggreement or purchase order before signing of the contract to OCAC "

“State level empanelment of agencies for conducting computer based recruitment examination (CBRE)”

RFP Reference No. OCAC-SEGP-SPD-0002-2023-23038 Dated:24-05-2023

Response of Pre-Bid Queries

SL	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Pt. of Clarificaitons / Remarks of the bidder	Response of OCAC
6	Section 5.3 Commencement of work, Point no. 1, page no 33	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). 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.	The various timelines should be mutually discussed and agreed upon by OCAC and Bidder.	No Change.As per RFP

“State level empanelment of agencies for conducting computer based recruitment examination (CBRE)”

RFP Reference No. OCAC-SEGP-SPD-0002-2023-23038 Dated:24-05-2023

Response of Pre-Bid Queries

SL	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Pt. of Clarificaitons / Remarks of the bidder	Response of OCAC
7	40	<p>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.</p>	<p>5.15.Patent Rights The vendor shall indemnify the purchaser against all claims, actions, suits and proceedings for the 3rd party IPR 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.</p>	No Change.As per RFP
8	6.1. Pre-Examination Services, Point c	Scrutiny of Applications	Selecting ineligible candidates would be OCAC responsibility due to manual and subjective nature of the task. We can build in validations in the application form fields as instructed by customer.	No Change.As per RFP

“State level empanelment of agencies for conducting computer based recruitment examination (CBRE)”

RFP Reference No. OCAC-SEGP-SPD-0002-2023-23038 Dated:24-05-2023

Response of Pre-Bid Queries

SL	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Pt. of Clarificaitons / Remarks of the bidder	Response of OCAC
9	6.1. Pre-Examination Services Point no - d, Page no. 43	Deciding Centers (cities/venues) where the CBRT/EXAM is to be conducted.	<p>We will submit a list of available exam venues to OCAC based on number of candidates applied for the said exam and in a city. OCAC shall select the venues from the list of venues submitted by us. We shall further allocate Candidates to the venues selected by the Customer.</p> <p>Please confirm if this is acceptable?</p>	<p>6.1. Pre-Examination Services , Page no. 43 may be read as follows.</p> <p><u>Old Clause</u> "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"</p> <p><u>New Clause</u> "The Agency shall submit the details of exam venues to the Recruitment Commission. The Commission shall allocate the candidates to the exam centres and share the exam centre wise candidate details to the Service Provider."</p>

“State level empanelment of agencies for conducting computer based recruitment examination (CBRE)”

RFP Reference No. OCAC-SEGP-SPD-0002-2023-23038 Dated:24-05-2023

Response of Pre-Bid Queries

SL	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Pt. of Clarificaitons / Remarks of the bidder	Response of OCAC
10	6.1. Pre-Examination Services, Page no. 44	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.	Conduct of examination with one month notification and with 15-day timeline may not be feasible. This needs to be discussed and mutually agreed between OCAC & Bidder.	6.1. Pre-Examination Services , Page no. 43 may be read as follows. "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.However , the timelines shall be decided in consultation with selected empanelment agencies"
11	6.2. Online application Management (optional), page 44	The agency should design the online application form for candidates to register themselves for the examination and make online payment of exam fees.	Onboarding of Payment Gateway provider will be OCAC's responsibility . bidder will only integrate payment gateway in our solution.	6.2. Online application Management (optional), page 43 may be read as follows. "The agency should design the online application form for candidates to register themselves for the examination and make online payment of exam fees.OCAC shall make necessary arrangments to provide payment gateway service provider.The selected empanelled agencies shall integrate the PG facility with the online application"

“State level empanelment of agencies for conducting computer based recruitment examination (CBRE)”

RFP Reference No. OCAC-SEGP-SPD-0002-2023-23038 Dated:24-05-2023

Response of Pre-Bid Queries

SL	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Pt. of Clarificaitons / Remarks of the bidder	Response of OCAC
12	6.4 Conduct of Exam, Point no 1, Page no 46	The agency will have to conduct Recruitment Test (RT)/ Examination as per the dates finalized by the Commission.	The date of recruitment test /examinations needs to be discussed and mutually agreed between OCAC & Bidder.	6.4 Conduct of Exam, Point no 1, Page no 45 may be read as follows. "After getting consent from the Service Provider, the exam dates shall be declared by the user department.The agency will have to conduct Recruitment Test (RT)/ Examination as per the dates finalized by the Commission."
13	Section 6- Scope of work- 6.4 Conduct of exam , Point no 2, Page no 46	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.	Arrangement / mock test can be performed a day before the exam based on the availability of the exam venue.	No Change.As per RFP
14	Section 6- Scope of work- 6.4 Conduct of exam , Point no 3, Page no 46	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.	This shall be sufficient as per our norms	No Change.As per RFP

“State level empanelment of agencies for conducting computer based recruitment examination (CBRE)”

RFP Reference No. OCAC-SEGP-SPD-0002-2023-23038 Dated:24-05-2023

Response of Pre-Bid Queries

SL	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Pt. of Clarificaitons / Remarks of the bidder	Response of OCAC
15	Section 6- Scope of work- 6.4 Conduct of exam, Point no 4, Page no 46	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.	This clause contradicts with clause no 6.1 in page number 44. Conduct of examination in 15 days timeline may not be feasible. This needs to be discussed and mutually agreed between OCAC & bidder.	Section 6- Scope of work- 6.4 Conduct of exam, Point no 4, Page no 45 may be read as follows. "One-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.However , the timelines shall be decided in consultation with selected empanelment agencies"
16	6.4.10 Conduct of Exam Page no 46	Providing air conditioning facility in the server room and adequate ventilation facility in all the labs.	Server rooms with proper ventilation and air circulation to maintain optimal room temperature will be provided. This is sufficient as per our past experience.	6.4.Conduct of Exam,Point No-10, Page no 45 may be read as follows. "The agencies selected for empanelment must ensure the server rooms and labs with proper ventilation and air circulation facility to maintain optimal room temperature.However , providing air conditioning facility in server room is preferable"

“State level empanelment of agencies for conducting computer based recruitment examination (CBRE)”

RFP Reference No. OCAC-SEGP-SPD-0002-2023-23038 Dated:24-05-2023

Response of Pre-Bid Queries

SL	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Pt. of Clarificaitons / Remarks of the bidder	Response of OCAC
17	Section 6- Scope of work- 6.4 Conduct of exam, Point no 20, Page no 47	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	As the Data transfer from Commission to SIP and to the venue is depends upon the internet connection, would recommend the following tentative timeline are as follows. i. Sending of QP from user department to SIP Cloud – 60 Mins before exam ii. Distribution of QP from SIP Cloud to exam venue- 60 Mins before exam iii. Distribution of QP to All Servers- 30 Mins before exam iv. Provide QP access to candidates – at time of exam Please confirm if this is acceptable?	No Change.As per RFP
18	6.4. Conduct of Exam, Point 33, Page 49	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.	Raw responses for shift ending 6 PM can be provided / transferred to central server the same day and any shift ending post 6 PM responses can be shared the next day by 11 AM. Kindly communicate and confirm the same with customer. Activity usually takes 3-4 hours to complete. Attendance sheet, seating plan can be shared in less than one week's time frame. Biometric takes at least a weeks' time to share. Please confirm with operations on the exact timelines. Please confirm if this is acceptable?	No Change.As per RFP
19	6.4. Conduct of Exam, Point 35, Page 49	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.	Please clarify on the exact requirement here. There is no summary report shared with candidate over email post conduct of examination. QPHTML can be shared for viewing the responses and raising objections (if any)	Clause 6.4. Conduct of Exam, Point 35, Page 48 may be read as follows. "The bidder must incorporate a provision for sending email containing question paper along with choosen option in pdf format to candidates.Besides this,the bidder also needs to share the incident report, in case of any incident occured during the conduct of examination "

“State level empanelment of agencies for conducting computer based recruitment examination (CBRE)”

RFP Reference No. OCAC-SEGP-SPD-0002-2023-23038 Dated:24-05-2023

Response of Pre-Bid Queries

SL	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Pt. of Clarificaitons / Remarks of the bidder	Response of OCAC
20	6.12 Minimum Hardware Specification, Page no 54	Desktop Screen Size: Minimum 21 inch or higher	Recommend Desktop Screen Size is Minimum 18 inch or higher Please confirm if this is acceptable?	6.12 Minimum Hardware Specification-Desktop Screen Size, Page no 53 may be read as follows. "Screen Size : Minimum 18 Inch or higher"
21	6.12 Minimum Hardware Specification, Page no 54	Operating System: Windows OS with appropriate service packs	Request to kindly modify the requirement to the bellow as we conduct our assessments on our in house developed OS. Operating System: Windows OS or equivalent Operation system suitable for conducting Computer based test with appropriate service packs	6.12 Minimum Hardware Specification-Desktop Operating System, Page no 53 may be read as follows. "Operating System : Windows OS or equivalent operation system suitable for conducting Computer based test with appropriate service packs"
22	6.12. Minimum Hardware Specification, Page no 55	Performance Criteria Response time for question / page loading must be less than one second with All responses to be acted upon in real time.	Response time for question / page loading is usually less than one second. This is also dependent on multiple factors such as Laptop Server, LAN/Network Bandwidth and Candidate System Configuration. In case if the question paper has heavy images / audio / video etc. it will depend on size of media. which also impacts the overall response time.	No Change.As per RFP
23	6.14 Penalty, Page no 56	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	Exam delay may occur because of many factors, not limited and in the control of the agency; Hence request removal of this clause.	No Change.As per RFP
24	6.14 Penalty, Page no 56	Penalty	Request to set the maximum ceiling limit of the penalty to 5% of the contract value of the respective assignment/ project.	No Change.As per RFP

“State level empanelment of agencies for conducting computer based recruitment examination (CBRE)”

RFP Reference No. OCAC-SEGP-SPD-0002-2023-23038 Dated:24-05-2023

Response of Pre-Bid Queries

SL	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Pt. of Clarificaitons / Remarks of the bidder	Response of OCAC
25	Form-2- Declaration for bid participation under Tier- <__>category	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 have carefully and thoroughly gone through the Terms & Conditions subject to suggestions 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”.	No Change.As per RFP
26	3.3. Code of Integrity; Page 10	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.	2. Disclosure of conflict of interest. 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.	3.3. Code of Integrity;Point No-3 at Page 10 stands deleted
27	5.3. Commencement of Work; Page 33	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	However, if required, time for deployment of personal may be finalized/extended by department in consultation with respective empaneled agency.	No Change.As per RFP

“State level empanelment of agencies for conducting computer based recruitment examination (CBRE)”

RFP Reference No. OCAC-SEGP-SPD-0002-2023-23038 Dated:24-05-2023

Response of Pre-Bid Queries

SL	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Pt. of Clarificaitons / Remarks of the bidder	Response of OCAC
28	5.5. Failure to Agree with the Terms and Conditions of the RFP; Page 34	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.	Subject to the deviations submitted along with the proposal, 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.	No Change.As per RFP
29	5.6. Termination of Contract; Page 34	<p>1. 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.</p> <p>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:</p> <p>e. The performance of the selected agency is not satisfactory.</p>	<p>1..</p> <p>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:</p> <p>e. The performance of the selected agency is not as per agreed milestone.</p>	No Change.As per RFP

“State level empanelment of agencies for conducting computer based recruitment examination (CBRE)”

RFP Reference No. OCAC-SEGP-SPD-0002-2023-23038 Dated:24-05-2023

Response of Pre-Bid Queries

SL	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Pt. of Clarificaitons / Remarks of the bidder	Response of OCAC
30	5.7. Consequences of Termination; Page 35	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.	<p>2. In the event of termination of this Contract, Purchaser shall be entitled to impose conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity which the Selected Agency shall comply with.</p> <p>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 provide all such relevant 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 material 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 performed by the Selected Agency up to the date of termination.</p>	No Change.As per RFP

“State level empanelment of agencies for conducting computer based recruitment examination (CBRE)”

RFP Reference No. OCAC-SEGP-SPD-0002-2023-23038 Dated:24-05-2023

Response of Pre-Bid Queries

SL	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Pt. of Clarificaitons / Remarks of the bidder	Response of OCAC
31	5.7. Consequences of Termination; Page 35	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	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 provide all such relevant 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 material 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 performed by the Selected Agency up to the date of termination.	No Change.As per RFP

“State level empanelment of agencies for conducting computer based recruitment examination (CBRE)”

RFP Reference No. OCAC-SEGP-SPD-0002-2023-23038 Dated:24-05-2023

Response of Pre-Bid Queries

SL	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Pt. of Clarificaitons / Remarks of the bidder	Response of OCAC
32	5.7. Consequences of Termination; Page 35	<p>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.</p>	<p>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. Notwithstanding the above, in any case of risk purchase the total expenses for completion of the work or employ any other Selected Agency shall not exceed 5% of the delayed services or deliverables and the same need to be solely attributable by the Selected Agency. 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 shall transfer the legal ownership of such deliverables to the Purchaser that are deployed or used.</p>	No Change.As per RFP

“State level empanelment of agencies for conducting computer based recruitment examination (CBRE)”

RFP Reference No. OCAC-SEGP-SPD-0002-2023-23038 Dated:24-05-2023

Response of Pre-Bid Queries

SL	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Pt. of Clarificaitons / Remarks of the bidder	Response of OCAC
33	5.13. Force Majeure; Page 39	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.	If such an event lasts for a continuous period of thirty (30) days, then either party may at any time thereafter while such performance continues to be excused, terminate this Agreement without liability, by notice in writing to the other party. However, Bidder shall be entitled to receive payments for all services rendered by it under this Agreement	No Change.As per RFP

“State level empanelment of agencies for conducting computer based recruitment examination (CBRE)”

RFP Reference No. OCAC-SEGP-SPD-0002-2023-23038 Dated:24-05-2023

Response of Pre-Bid Queries

SL	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Pt. of Clarificaitons / Remarks of the bidder	Response of OCAC
34	5.15.Patent Rights; Page 40	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.	<p>The vendor Bidder shall indemnify the pPurchaser against all reasonable claims, actions, suits and proceedings for the infringement or alleged infringement of any third party patent, design or copy write protected either in the country of origin or in India by use of any equipment supplied by the vendor Bidder .claims ilf such claims are made on the purchaser, shall be notifyied to the Biddervendor of the same and the vendor Bidder in writing of the claim; and allow the Bidder to control, and cooperates with the Bidder in, the defense and any related settlement infringement, the Bidder shall be responsible for the compensation to claimant including all expenses, court costs and lawyer fees. The Purchaser will give notice to the Bidder of such claim, if it is made, without delay. The Bidder shall negotiations. shall at his own expense either settled such dispute or conduct any litigation that may arise there from.</p> <p>In the event that Purchaser is enjoined or otherwise prohibited, or is reasonably likely to be enjoined or otherwise prohibited, from using any deliverable as a result of or in connection with any claim for which Bidder is required to indemnify Purchaser under this Clause according to a final decision of the courts or in the view of Bidder, Bidder may at its own expense and option: (i) procure for Purchaser the right to continue using such deliverable; (ii) modify the deliverable so that it becomes non-infringing without materially altering its capacity or performance; (iii) replace the deliverable with work product that is equal in capacity and performance but is non-infringing; or (iv) If such measures do not achieve the desired result and if the infringement is established by a final decision of the courts or a judicial or extrajudicial settlement, Bidder shall refund Purchaser the fees effectively paid for that deliverable by Purchaser subject to depreciation for the period of use, on a straight line depreciation over a 5 year period basis. The foregoing provides for the entire liability of Bidder and the exclusive remedy of Purchaser</p>	No Change.As per RFP

“State level empanelment of agencies for conducting computer based recruitment examination (CBRE)”

RFP Reference No. OCAC-SEGP-SPD-0002-2023-23038 Dated:24-05-2023

Response of Pre-Bid Queries

SL	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Pt. of Clarificaitons / Remarks of the bidder	Response of OCAC
35	5.18.Term and Extension of the Period; Page 41	<p>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.</p>	<p>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, which shall be mutually agreed upon. 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 till the term of the Contract with the Purchaser.</p>	No Change.As per RFP

“State level empanelment of agencies for conducting computer based recruitment examination (CBRE)”

RFP Reference No. OCAC-SEGP-SPD-0002-2023-23038 Dated:24-05-2023

Response of Pre-Bid Queries

SL	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Pt. of Clarificaitons / Remarks of the bidder	Response of OCAC
36	5.20.Resolution of Disputes between the Purchaser and Selected Agency Page 41	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p>	<p>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.</p> <p>2. If, after thirty (30) days from the commencement of such informal negotiations, 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.</p> <p>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. The Arbitration proceedings will be carried out at New Delhi and the award made in pursuance thereof shall be binding on the Parties.</p>	No Change.As per RFP

“State level empanelment of agencies for conducting computer based recruitment examination (CBRE)”

RFP Reference No. OCAC-SEGP-SPD-0002-2023-23038 Dated:24-05-2023

Response of Pre-Bid Queries

SL	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Pt. of Clarificaitons / Remarks of the bidder	Response of OCAC
37	<p>6.14.Penalty; Page 56</p> <p>7.5. Penalty; Page 59</p>	<p>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</p> <p>3 In case of willful malpractice by the SIP during the examination and scoring. 100% of the total billable value</p> <p>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</p>	<p>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 value of delayed services or 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 5% of the total value of delayed services or deliverables .</p>	No Change.As per RFP

“State level empanelment of agencies for conducting computer based recruitment examination (CBRE)”

RFP Reference No. OCAC-SEGP-SPD-0002-2023-23038 Dated:24-05-2023

Response of Pre-Bid Queries

SL	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Pt. of Clarificaitons / Remarks of the bidder	Response of OCAC
38	6.15.Payment Terms & Schedules; Page 56	Payment Terms & Schedules	All amounts payable to Bidder are exclusive of any Taxes. Selected Agency shall be entitled to deduct from applicable payments to Bidder, any tax on Bidder' income deductible at source at the rates applicable as per the provisions of Income Tax Act 1961 and provide Bidder with evidence or certificate of payment of such tax to the taxing authorities. Bidder shall submit invoices to Selected Agency in accordance with the payment schedule. Selected Agency shall remit payment to Bidder within thirty (30) days from the date of invoice. Bidder shall invoice and Selected Agency shall make payment, in advance, in accordance with the billing period. If any invoice remains unpaid after the aforesaid period, Bidder shall be entitled to recover the unpaid invoices with interest of one percent (1%) per month calculated from the payment due date until the recovery is made in full with interest and/or suspend the Services.	No Change.As per RFP

“State level empanelment of agencies for conducting computer based recruitment examination (CBRE)”

RFP Reference No. OCAC-SEGP-SPD-0002-2023-23038 Dated:24-05-2023

Response of Pre-Bid Queries

SL	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Pt. of Clarificaitons / Remarks of the bidder	Response of OCAC
39	FORM-1-Cover Letter; Page 60	<p>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 eNvidia 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.</p>	<p>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 deviations, pre-qualification proposal, technical proposal and commercial proposal in separate folders and securely uploaded in eNvidia 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.</p>	No Change.As per RFP

“State level empanelment of agencies for conducting computer based recruitment examination (CBRE)”

RFP Reference No. OCAC-SEGP-SPD-0002-2023-23038 Dated:24-05-2023

Response of Pre-Bid Queries

SL	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Pt. of Clarificaitons / Remarks of the bidder	Response of OCAC
40	13. FORM-8- Acceptance of Terms and Conditions; Page 70	I have carefully and thoroughly gone through the Terms & Conditions along with scope of work contained in the RFP No. OCAC-SEGP-SPD-0002-2023-23038 regarding “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.	I have carefully and thoroughly gone through the Terms & Conditions along with scope of work contained in the RFP No. OCAC-SEGP-SPD-0002-2023-23038 regarding “RFP for Empanelment of Agencies for conducting Computer Based Recruitment Examination (CBRE) in the State”. Subject to the deviations submitted along with the proposal, 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.	No Change.As per RFP
41	Page No 22 clause no 2		we request to consider Average turn over in last 3 years for the Organization rather only for computer based exam conducted by organization. [Clause given on various pages with reference to turn over clause]	No Change.As per RFP
42	Page No 27 Clause no 5		We request to amend single batch concurrency to 50000 maximum for wider participation.	No Change.As per RFP
43	Page No 29 Clause no 7		we request to consider only hired node for evaluation matrix for wider participation.	No Change.As per RFP
44	3.6.3.1	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.	Request for more clarification on EMD exemption	No Change.As per RFP

“State level empanelment of agencies for conducting computer based recruitment examination (CBRE)”

RFP Reference No. OCAC-SEGP-SPD-0002-2023-23038 Dated:24-05-2023

Response of Pre-Bid Queries

SL	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Pt. of Clarificaitons / Remarks of the bidder	Response of OCAC
45	4.1.2	Responding Firm/ Company's average annual sales turnover during the last Three (3) financial years from computer based recruitment test as on 31st 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.	Need more clarity on minimum turnover limit for tier-2 category	No Change.As per RFP
46	4.1.5	Bidder should have CMMi Institute (erstwhile SEI) recognized and published CMMi DEV/SVC Level-3 or above certificate with validity.	Need more information on CMMi certification, can we re-consider this requirement.	No Change.As per RFP
47	6.A	Online application management (optional)	Please share more information on development of fresh application for conducting exam, as mentioned in 6.2 regarding specification of online application for development Kindly also suggest can vendor use its ready-made application to conduct and manage exam?	The bidder must have pre-developed/ready made online application management module.The user department shall use the module for accepting online applications from candidates and for other functionalities as mentioned in the RFP.The bidder must customise the application as per the requirement of user department.

“State level empanelment of agencies for conducting computer based recruitment examination (CBRE)”

RFP Reference No. OCAC-SEGP-SPD-0002-2023-23038 Dated:24-05-2023

Response of Pre-Bid Queries

SL	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Pt. of Clarificaitons / Remarks of the bidder	Response of OCAC
48	Page No. 42-60 Scope of Work	<p>Biometric</p> <ul style="list-style-type: none"> • 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. <p>CCTV</p> <ul style="list-style-type: none"> • 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. <p>Frisking</p> <ul style="list-style-type: none"> • The agency shall ensure availability of proper security/ frisking at the examination centers. • Frisking must be done by hand held metal detectors (HHMD). 	<p>To ensure the successful examination conduction, various contemporary security measures have been inducted in the examination process through this tender like:</p> <ul style="list-style-type: none"> • Live CCTV surveillance of exam centres • Manual Frisking of candidates • Aadhaar-based Biometric and touchless IRIS Biometric solutions <p>As per Industry best practice, the Tendering authority should always roll out separate RFP and not make these services a part of scope of Examination conduction agency, as the same would mean that the examination conducting agency itself is entrusted to monitor its work. In such a case, the purpose of enabling IT technology to control impersonation and provide Transparency would not be resolved, as no agency will ever point-out or highlight its own shortcomings. So, the best Industry Practice suggests Tendering authority should hire two separate agencies</p> <ul style="list-style-type: none"> • One for Examination conduction • Second for Supporting Infrastructure or Security ancillary services <p>First Agency, Exam conduction Body, will be focused on conduction of examination during examination day and the second agency would be working in real time scenario that will escalate the issues / challenge in real time to the client for immediate and effective resolution. Hereby, it is suggested that there should be two separate agencies for examination conduction and supporting infrastructure / audit activities / Security ancillary services</p>	No Change.As per RFP

“State level empanelment of agencies for conducting computer based recruitment examination (CBRE)”

RFP Reference No. OCAC-SEGP-SPD-0002-2023-23038 Dated:24-05-2023

Response of Pre-Bid Queries

SL	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Pt. of Clarificaitons / Remarks of the bidder	Response of OCAC
49	Scope of work	ADDITIONAL SCOPE OF WORK (Missing in RFP currently)	<p>Additionally, we would also suggest adding below mentioned services to curb the malpractices during exams and aid the relevant authorities at every step of the examination to clear out all possibilities of fraud and misconduct:</p> <p>Key Challenges in Examination process Proposed Solution / Services</p> <p>No Method to establish Candidate’s identity that an individual is who he or she claims to be</p> <p>TRUSTview: Biometrics solution</p> <ul style="list-style-type: none"> • Aadhaar-based authentication • IRIS authentication • Facial recognition • Finger-print verification • Real-time attendance feature <p>For Impersonation Control by authenticating a candidate’s identity</p> <p>No monitoring for Candidates/ground staff getting involved in various mal practices</p> <p>CAMview: Live CCTV Surveillance Solution to monitor the examination process in real-time from remotely placed CCTV Command Control room.</p>	No Change.As per RFP

“State level empanelment of agencies for conducting computer based recruitment examination (CBRE)”

RFP Reference No. OCAC-SEGP-SPD-0002-2023-23038 Dated:24-05-2023

Response of Pre-Bid Queries

SL	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Pt. of Clarificaitons / Remarks of the bidder	Response of OCAC
50	4.1.2	Responding Firm/ Company's average annual sales turnover during the last Three (3) financial years from computer based recruitment test as on 31st 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.	Please advise on the minimal turnover threshold for the tier-2 category and whether it is customizable.	Section-4.1-Pre-Qualification Criteria , Point No-2 , Page No-21 may be read as follows. For Tier-I "Responding Firm/ Company's average annual sales turnover must be minimum Rs 300 Cr during the last Three (3) financial years from computer based recruitment test as on 31st March 2023. For Tier-II Responding Firm/ Company's annual sales turnover must be greater than equal to Rs.40 Cr in any of the last three financial year and a total sum of minimum Rs.100 Cr in last three financial year from computer based recruitment test as on 31st March 2023.
51	4.1.5	Bidder should have CMMi Institute (erstwhile SEI) recognized and published CMMi DEV/SVC Level-3 or above certificate with validity.	Kindly help us remove this requirement	No Change.As per RFP
52	6.a	Online application management (optional)	Can we develop fresh application Please also clarify, can we use our ready-made application to conduct and manage exam.	Clarified in Point No : 47

“State level empanelment of agencies for conducting computer based recruitment examination (CBRE)”

RFP Reference No. OCAC-SEGP-SPD-0002-2023-23038 Dated:24-05-2023

Response of Pre-Bid Queries

SL	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Pt. of Clarificaitons / Remarks of the bidder	Response of OCAC
53	4.1. Pre Qualification Criteria / Page No 24	The software application must be hosted in Tier-III or above data centre and certified by Cert-in certification agency. 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.	Due to the critical nature of this recruitment examination, we strongly recommend that bidders who have their own or outsourced Tier IV Data Center be given preference. Considering the significance of data security and uninterrupted operations, it is essential to ensure that the bidder possesses the necessary infrastructure and facilities to meet the highest standards of reliability, availability, and confidentiality.	No Change.As per RFP

“State level empanelment of agencies for conducting computer based recruitment examination (CBRE)”

RFP Reference No. OCAC-SEGP-SPD-0002-2023-23038 Dated:24-05-2023

Response of Pre-Bid Queries

SL	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Pt. of Clarificaitons / Remarks of the bidder	Response of OCAC
54	4.1. Pre Qualification Criteria / Page No 25	<p>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).</p> <p>Tier-I Category – Minimum 1000 owned test nodes and minimum 3000 hired test nodes across the state Tier-II Category – Minimum 200 owned test nodes and minimum 800 hired test nodes across the state</p>	<p>Getting proper online examination center in all 30 districts of Odisha is very difficult because of remote location.</p> <p>Remote locations are not having proper infrastructure and connectivity to conduct fair and transparent computer based examination hence request you to kindly remove this clause as Bidder must have online examination centres (owned or Rented) in four region (Coastal Odisha - Puri, Cuttack, Kendrapara, and Balasore ,Northern Odisha - Mayurbhanj, Balangir, Sambalpur, and Jharsuguda Western Odisha- Bargarh, Sonapur, Nuapada, and Kalahandi. Southern Odisha - Ganjam, Koraput, Malkangiri, and Rayagada) 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 state Tier-II Category – Minimum 200 owned test nodes and minimum 800 hired test nodes across the state</p>	<p>4.1. Pre Qualification Criteria-Test Nodes,Point No 15 / Page No 25 may be read as follows.</p> <p>"Bidder must have online examination centres (owned or Rented) in at least 20 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).</p> <p>Tier-I Category – Minimum 1000 owned test nodes and minimum 3000 hired test nodes across the state Tier-II Category – Minimum 100 owned test nodes and minimum 200 hired test nodes across the state"</p>

“State level empanelment of agencies for conducting computer based recruitment examination (CBRE)”

RFP Reference No. OCAC-SEGP-SPD-0002-2023-23038 Dated:24-05-2023

Response of Pre-Bid Queries

SL	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Pt. of Clarificaitons / Remarks of the bidder	Response of OCAC
55	4.3. Technical Evaluation Criteria / Page No 27	Average Annual Turn Over from computer based recruitment test in last three Years ending on 31st Mar-2023. Audited Balance Sheet or Statutory Auditor Certificate or CA Certificate must be submitted as proof Tier II >=100Cr <200Cr : 5 Marks >=200Cr <300Cr: 7 Marks More than equal to 300 Cr: 10 Marks	Request you to kindly amend the clause as Average Annual Turn Over from Assessments/Examination Services in last three Years ending on 31st-Mar- 2023. Audited Balance Sheet or Statutory Auditor Certificate or CA Certificate must be submitted as proof. Tier II >=40Cr <60Cr : 5 Marks >=68Cr <80Cr: 7 Marks More than equal to 80 Cr: 10 Mark	4.3. Technical Evaluation Criteria / Point No -1 -Tier-II Category ,Page No 26 may be read as follows. "Average Annual Turn Over from computer based recruitment test in last three Years ending on 31st-Mar-2023. Audited Balance Sheet or Statutory Auditor Certificate or CA Certificate must be submitted as proof Tier-II >=40Cr <60Cr : 3 Marks >=60Cr <80Cr: 5 Marks >=80Cr <100Cr: 7 Marks More than equal to 100 Cr: 10 Mark"
56	4.3. Technical Evaluation Criteria / Page No 28	Owned/Hired Node Capability across Odisha (Proof must be submitted) Tier II For Owned Nodes 200-300 :1 Mark 301 –500 - 3 Marks >501 :5 Marks For Hired Nodes <=8,00 :2 Marks 801 – 1500 :5 Marks >1501 :10 Marks	The clause mentioned above seems to provide undue advantage to a specific agency, which may not be fair and transparent for all bidders. It is important to ensure a level playing field for all examination agencies. Therefore, we kindly request you to amend the clause as follows: Node Capability across Odisha (Proof must be submitted) <=8,00 :2 Marks 801 – 1500 :5 Marks >1501 :10 Marks	No Change.As per RFP

“State level empanelment of agencies for conducting computer based recruitment examination (CBRE)”

RFP Reference No. OCAC-SEGP-SPD-0002-2023-23038 Dated:24-05-2023

Response of Pre-Bid Queries

SL	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Pt. of Clarificaitons / Remarks of the bidder	Response of OCAC
57	4.3. Technical Evaluation Criteria / Page No 28	Technical Presentation: Proposed Solution, Approach & Methodology, Execution Plan/ Contingency Plan, Proposed resource/professionals et	To enhance transparency, we kindly request you to revise the clause as follows: Demonstration of CBT Software: Capture of Biometric Data, Capability as per scope of work of the tender document for a complete cycle of Examination. 6 Demonstration of CBT Software: Credential Verification Using Facial Detection Before & After Examination 2 Demonstration of CBT Software: On Demand Audit Trail, Biometric captured. 2 Keyboard Locked During Exam. 2 Network Failure Test during Demo and its handling Failure and Resumption 1 Remote Desktop/Duplication of Screen Not Allowed 4 Comprehensive Backup Plan for Failure as per level applied (Instances of failure from real events as example) 1 Dynamic Allocation in Lab 1 Question Paper Encryption Private Key/Password and OTP 1	Clause No - 4.3. Technical Evaluation Criteria / Page No 28 , Point No-8 may be read as follows. Clause Technical Presentation: Criteria of Evaluation Demonstration of CBT Software , Demonstartion of Question Paper Authoring Tool,Demonstration of online application management module ,proposed methodology/execution plan for conducting CBRE , Contingency Plan,proposed risk and mitigation plan
58	Fact Sheet Point 9/Page No 5	Last date and time for receipt of proposals from Bidders 13-06-2023, 3:00PM in e-Nivida Portal (www.enivida.odisha.gov.in)	We request that post release of the Pre-bid Queries response – Vendors be given 7-10 working days to work on the Tender documents –hence to please extend the submission date accordingly in case of a delay in release of the Pre-bid queries Response. This extension will allow vendors to adequately review and incorporate the information provided in the Pre-bid Queries response, ensuring the submission of comprehensive and well prepared Tender documents.	Please refer corrigendum
59	Point No 5.6/ Page No 33	Termination clause	We kindly request that before terminating the award on any grounds, a suitable opportunity be provided to the successful bidder to rectify any errors and a fair opportunity be granted for a hearing	No Change.As per RFP

“State level empanelment of agencies for conducting computer based recruitment examination (CBRE)”

RFP Reference No. OCAC-SEGP-SPD-0002-2023-23038 Dated:24-05-2023

Response of Pre-Bid Queries

SL	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Pt. of Clarificaitons / Remarks of the bidder	Response of OCAC
60	Point No 6.14/Page No 55	Penalty Clause	We kindly request that before imposing penalties on any grounds, a suitable opportunity be provided to the selected agency to rectify any errors, and a fair opportunity be granted for a hearing	No Change.As per RFP
61	Page No 7, Point No-2	Tier-II Minimum Rs 100 Cr and Maximum up to less than Rs 300 Cr	As per GFR Rule Since we are MSME so it is a request to kindly consider upto 5 cr average annual turnover firms. As per capacity handled your organization has asked 5000 candidates in single shift So, for that we have already conducted exams in this turnover for more than 5000 candidates	No Change.As per RFP
62	4.1.2	Responding Firm/ Company's average annual sales turnover during the last Three (3) financial years from computer based recruitment test as on 31st 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.	Kindly clarify on minimum turnover limit for tier-2 category, can it be adjustable	Clarified in Point No : 50
63	4.1.5	Bidder should have CMMi Institute (erstwhile SEI) recognized and published CMMi DEV/SVC Level-3 or above certificate with validity.	Kindly clarify on CMMi certification, can we re-consider this requirement.	No Change.As per RFP
64	6.a	Online application management (optional)	kindly clarify on development of fresh application for conducting exam, as mentioned in 6.2 regarding specification of online application for development Please also clarify, can vendor use its ready-made application to conduct and manage exam.	Clarified in Point No : 47

“State level empanelment of agencies for conducting computer based recruitment examination (CBRE)”

RFP Reference No. OCAC-SEGP-SPD-0002-2023-23038 Dated:24-05-2023

Response of Pre-Bid Queries

SL	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Pt. of Clarificaitons / Remarks of the bidder	Response of OCAC
65	3.6.3.1	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.	Kindly clarify if any possibility of EMD exemption	No Change.As per RFP
66	Empanelment categorization	Average Annual Turnover in last 3 FY Tier-I Minimum Rs 300 Cr Tier-II Minimum Rs 100 Cr and Maximum up to less than Rs 300 Cr	M/s.SATVAT INFOSOL PVT LTD as registered under MSME - Government of India as a Small Scale Industry. As a registered SSI unit we are covered under the Government of India's Purchase and Price preference policy. As per the Government Order, Government Departments and PSU's are to extend the following benefits to SSI units like us Relaxation of turn over for MSME industry as per Government of India for Tier-I and Tier-II work. Big corporate/companies are eligible to participate the tender and prices would be higher side compare to other vendors	Clarified in Point No : 50

“State level empanelment of agencies for conducting computer based recruitment examination (CBRE)”

RFP Reference No. OCAC-SEGP-SPD-0002-2023-23038 Dated:24-05-2023

Response of Pre-Bid Queries

SL	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Pt. of Clarificaitons / Remarks of the bidder	Response of OCAC
67	3.6.3. Earnest Money Deposit	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.	M/s.SATVAT INFOSOL PVT LTD as registered under MSME - Government of India as a Small Scale Industry.As a registered SSI unit we are covered under the Government of India's Purchase and Price preference policy. As per the Government Order, Government Departments and PSU's are to extend the following benefits to SSI units like us 1. Exemption of Tender document fees and EMD . 2. Price Preference up to 15% over the quotation of large scale units. Hence, we request you to kindly extend the above-mentioned benefits provided by the Government of India for the tender and during the price bid evaluation	No Change.As per RFP
68	4.1. Pre Qualification Criteria	Responding Firm/ Company's average annual sales turnover during the last Three (3) financial years from computer based recruitment test as on 31st 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.	Since EMD for Rs. 4,00,000/- (For Tier-I Category) and Rs.2,00,000/- (For Tier-II Category only. Order values around Rs.2.00 to Rs.2.5 Crores maximum for Tier-1 and Order values around Rs.1.00 to Rs.1.5 Crores maximum for Tier-II. Vendor as turnover more than Rs20.00 Crores above for Tier-1 and Rs.10.00 Crores above for Tier-II can execute the project in smooth manner without hurdles	Clarified in Point No : 50
69	Genera	<ul style="list-style-type: none"> • Exam will be conducted across Odisha • Exam will be conducted in two/three shifts in a day 	Expected number recruitment cycles, disciplines, languages and exam durations for each Online exam CBT per exercise per year. Please share above said information for year the 2023 recruitment activities,it helps us to work out the costs	Average number of CBRE Exam Conducted in last four years: 10 Languages : Both English and Odia Average number of candidates appeared in the CBRE exam in last four years : 2.20 Lakhs (Approx)

“State level empanelment of agencies for conducting computer based recruitment examination (CBRE)”

RFP Reference No. OCAC-SEGP-SPD-0002-2023-23038 Dated:24-05-2023

Response of Pre-Bid Queries

SL	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Pt. of Clarificaitons / Remarks of the bidder	Response of OCAC
70	4.1. Pre-Qualification Criteria – 2. Turnover	Responding Firm/ Company's average annual sales turnover during the last Three (3) financial years from computer based recruitment test as on 31st 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.	Request you to reduce the Average Annual Sales Turnover from 100 Cr to 10 Cr for Tier-II category.Or Request you to consider cumulative 100 Cr from the last 3 financial years ending 31st March 2023	Clarified in Point No : 50
71	4.1. Pre-Qualification Criteria - 15. Test Nodes	Tier-I Category – Minimum 1000 owned test nodes and minimum 3000 hired test nodes across the state Tier-II Category – Minimum 200 owned test nodes and minimum 800 hired test nodes across the state.	Request you to remove Minimum 200 owned test nodes clause for Tier-II Category	Clarified in Point No-54
72	4.3. Technical Evaluation Criteria – 1 Average Annual Turnover	Average Annual Turn Over from computer based recruitment test in last three Years ending on 31st-Mar-2023. Audited Balance Sheet or Statutory Auditor Certificate or CA Certificate must be submitted as proof >=100Cr<200Cr: 5 Marks >=200Cr<300Cr:7 Marks More than equal to 300 Cr: 10 Marks	Request you to reduce the Average Annual Turnover from Computer Based Recruitment Test as per the details below >=10Cr<20Cr: 5 Marks >=20Cr<30Cr:7 Marks More than equal to 30 Cr: 10 Marks	Clarified in Point No:55

“State level empanelment of agencies for conducting computer based recruitment examination (CBRE)”

RFP Reference No. OCAC-SEGP-SPD-0002-2023-23038 Dated:24-05-2023

Response of Pre-Bid Queries

SL	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Pt. of Clarificaitons / Remarks of the bidder	Response of OCAC
73	4.3. Technical Evaluation Criteria – 7. Owned/Hired Node Capability across Odisha	Owned/Hired Node Capability across Odisha For Owned Nodes 200-300 :1 Mark 301 – 500 :3 Marks >500 :5 Marks	Request you to remove Minimum 200 owned test nodes clause for Tier-II Category	4.3. Technical Evaluation Criteria – Point No : 7. Owned/Hired Node Capability across Odisha under Tier-II category may be read as follows. <u>Tier-II</u> For Owned Nodes >=100<150 :2 Mark >=150 < 200 :3 Marks More than equall to 200 : 5 Marks For Hired Nodes >=200<250 :5 Marks >=250<300 :7 Marks More than equall to 300 : 10 Marks