

Odisha Police



RequestforProposal(RFP)

For

Selection of System Implementation Partner (SIP)for facilitating conduct of OMR based Written Examination, Physical Measurement Test & Physical Efficiency Test for combined recruitment of Group-B posts of Odisha Police Service, Odisha Prison Service and Odisha Fire Service

Disclaimer

Odisha Police invites sealed proposal from reputed bidders in respect of the "Request for proposal" (RFP) for selection of System Implementation Partner (SIP) for facilitating conduct of OMR Based Written Examination, Physical Measurement Test, Physical Efficiency Test for combined recruitment of Group-B posts of Odisha Police Service, Odisha Prison Service and Odisha Fire Service for,

1. Designing of e-Recruitment Portal/Online Application Form.
2. Validation & Screening of application online with aadhar authentication verification (subject to concurrence by UIDAI), Live capture of photographs of candidates as per Advertisement criteria.
3. Generation and dispatch of Admit Cards, attendant sheets etc. for Written Examination.
4. Preparation of Question Bank, printing and supply of confidential material like question Paper, OMR sheets etc. as per the requirement of Odisha Police.
5. Conducting OMR based Written Examination throughout state (in all 30 districts) with sufficient number of terminals to verify biometric, photo identification swiftly and submission of cctv footages of entire process.
6. Scanning and evaluation, tabulation/compilation of answered OMR Sheets on merit basis.
7. Facilitating conduct of Physical Measurement Test and Physical Efficiency Test (with verified/certified and authenticated measuring instruments) by generating admit card, RFID technology use for identification, preparation of broad sheets and compilation of marks.
8. Submission of Final Merit List category-wise and service-wise and document verification.
9. Submission of 3rd Party Cyber Forensic audit report and trails and Preservation of Data

For details the interested bidders are requested to visit the website of Odisha Tenders Portal to go through the proposal and the details of RFPs schedule (Refer Appendix-XIII). The last date and time of receipt of the proposals is **23/10/2024 at 17:00 Hrs.**

The Odisha Police reserves the right to accept / reject any / all proposals/ bids without as signing any reason thereof.

A.I.G of Police
(Provisioning)
Tender issuing Authority

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Glossary

OP	OdishaPolice(includesdifferentrecruitmentbodiesformedforconductingrecruitmenttodiffere nranksofOdishaPolicebywhatever nomenclaturecreated as per the orders of the GovernmentincludingOdishaPoliceRecruitmentBoard,StateSelectionBoard,OdishaPoliceMinisterialStaffSelectionBoardoranyotherBoardcreatedfromtimetotime).
EMD	Earnest Money Deposit
FRS	Functional Requirement Specification
NDA	Non-Disclosure Agreement
PC	Personal Computer
PBG	Performance Bank Guarantee
RTI	Right to Information
RFP	Request for Proposal
SIP	System Implementation Partner
SLA	Service Level Agreement
SSL	Secure Socket Layer
SRS	Software Requirement Specification
SPOC	Single Point of Contact
OMRE	Optical Mark Reader (OMR) Based Examinations
QCBS	Quality cum Cost Based Selection
SME	Subject Matter Expert
MeitY	Ministry of Electronics and Information Technology
CERT	Computer Emergency Response Team
SoW	Scope of Work
DV	Document Verification
PMT	Physical Measurement Test
PET	Physical Efficiency Test

1. Executive Summary

1.1. Introduction

Odisha Police Recruitment Board (OPRB) is going to conduct combined recruitment for the Group-B posts such as SI of Police (609 posts), SI of Armed Police (253 posts), Fire Station Officer (38 posts), and Asst. Jailor (24 posts), in Odisha Police Service, Odisha Fire Service and Odisha Prison Service. For this purpose, it is planning to conduct written examination in Optical Mark Reader (OMR) mode followed by the Physical Measurement Test, Physical Efficiency Test as per the Recruitment Rules.

1.2. Objective

The objective is to select a System Implementation Partner (SIP) to conduct various recruitment related activities including Designing of Recruitment Portal/Online Application Form, Validation & Screening of applications online as per Advertisement Criteria, Receipts of payment and reconciliation (if required), Generation and dispatch of Admit Cards, Preparation of Question Bank, Printing of Question Papers sets & Optical Mark Reader (OMR) Sheets, objection management, Scanning and evaluation of the answered OMR Sheets, Tabulation of Marks, providing facilities to conduct Physical Measurement Test & Physical Efficiency Test, compiling Final Result as required by Odisha Police Recruitment Board (OPRB)/ Odisha Police, Submission and Preservation of examination related Data including CCTV footages for Odisha Police Recruitment Board (OPRB)/ Odisha Police.

1.3. Schedule

Date of Publication of RFP in the Website of Odisha Tenders Portal	27/09/2024, 17:00 Hrs
Last date & time to accept pre-bid queries through email (opr@odisha.gov.in)	04/10/2024, 15:00 Hrs
*Virtual/Pre-Bid Meeting (is to be communicated to interested bidders)	05/10/2024, 11:30 Hrs
Publication of Corrigendum to RFP (if any) in the website of Odisha Police	08/10/2024, 17:00 Hrs
Last date & Time of Submission of Bid on Odisha Tenders Portal	23/10/2024, 17:00 Hrs
Date of Opening of General & Technical Bid	24/10/2024, 17:00 Hrs
Technical Presentation by the Bidders	To be informed to the participated Bidders
Date of Opening of Commercial/Financial Bid	To be informed to the participated Bidders
Venue	State Police Headquarters, Cuttack, Buxi Bazar, Odisha
Earnest Money Deposit (EMD) (Refundable)	Rs.5,00,000/- (Rupees Five lakh) only (t) NEFT as per Appendix-XIII clause-F.

2. Scope of Work

Odisha Police is planning to carry out digitalization of examination process including Designing of e-Recruitment Portal/Online Application Form, Validation & Screening of application online with aadhar authenticated verification (subject to concurrence by UIDAI), live capture of candidates' photographs, Generation and dispatch of Admit Cards for Written Exam as well as PMT & PET, Preparation of Question Bank, Preparation of Question Paper sets, printing of Question Papers, Printing of OMR sheets in duplicate, transportation of question paper sets and OMR sheets to Odisha Police Headquarters, Evaluation by OMR Scanning, Tabulation of marks, facilitating conducting of Physical Measurement Test & Physical Efficiency Test with use of RFID technology, compilation of marks and preparation of Final Result, Submission of 3rd party cyber forensic audit report with trails, Submission and Preservation of Data for Odisha Police for recruitment to the above mentioned posts within the shortest possible schedule. With this RFP, these selected bidder shall be responsible for implementation of following components:

2.1 Pre-examination services

- a. Designing of e-Recruitment Portal for Online Applications/Online Application Form
- b. Generation and dispatch of Admit Cards
- c. Question Set Management System which includes preparation of Question Bank, Question sets and its printing as per guidelines and delivery at Cuttack.
- d. Designing, Printing and delivery of OMR Answer Sheet and attendance sheet at Odisha Police Headquarters/OPRB.

2.2 Examination services

- a. Identification and Booking of Examination centers across Odisha as per requirement.
- b. Payment to the examination conducting staff at each examination center.
- c. Payment towards miscellaneous expenses at each examination center (stationery and others).
- d. Installation of CCTV at all the Written Exam Centers and PMT & PET venues
- e. Handover of CCTV footage immediately after completion of these Tests.
- f. Question set Generation
- g. Capturing biometric data and photograph of candidates at Examination centers (if required).
- h. Capturing biometric data and photograph of candidates during conduct of PMT & PET
- i. Handover of Biometric and photography data during conduct of above events.
- j. Providing Facilities to conduct PMT & PET under CCTV/videography coverage arranged by SIP.
- k. Preparation of Event Sheets during PMT and PET

2.3 Post Exam Services

- a. Objection Tracking for Answer Keys and their validation.
- b. OMR Sheet scanning/evaluating and result preparation
- c. Facilitating conducting of the Physical Measurement Test, Physical Efficiency Test by generating admit card for short listed candidates.
- d. Installation of CCTV at the place of PMT & PET along with videography.

- e. Preparation of Broad Sheets
- f. Submission of Broad Sheet data in both Soft and Hard Copies to the recruiting board individually.
- g. Generation of Examination Mark list i.e. Assessment Sheet.
- h. Assistance to provide response to candidate queries and RTI as and when required.

2.4 Exam Analytics Services

- a. Odisha Police should have the provision to analyze outcome of the examinations for recruitment of these above-mentioned various posts in Group B. In other words, analytical dashboard to project the outcome of examination results viz., to view the marks scored by all candidates (success rate) by question wise, chapter wise, average mark of the examination etc. as per requirement of Odisha Police.
- b. Odisha Police should have the option to critically examine the exam result viz., subject, gender, spatial and temporal wise and project the critical output with drill down option. To put it differently, a dashboard has to be provided to critically assess the exam results; facilitate the officials to make future policy decisions based on those result analysis findings.

The pattern of examination for recruitment of SI and its equivalent posts is enclosed in Appendix VIII.

Overall Process Flow

<ul style="list-style-type: none"> • Online Portal Development • Applicant registration with aadhar authenticated verification (subject to concurrence by uidai) and live capture of candidates' photos • Exam Centre tagging • List of Exam Centres with capacity
<ul style="list-style-type: none"> • Hosting of online admit card • Complete applicant database
<ul style="list-style-type: none"> • Question Bank • Question Paper sets, OMR Sheets and attendance sheets Printing and Transportation to Odisha Police Headquarters, Conduct of Written Exam (OMR based)
<ul style="list-style-type: none"> • Uploading of Model Answer Key & Objections invited from the candidates • OMR answer sheet scanning & processing. • Facilitating in Conduct of Physical Measurement Test & Physical Efficiency Test by generating admit card for short listed candidates and broad sheets • Final Score and Rank list Hard copy/Soft copy
<ul style="list-style-type: none"> • Uploading of eligibility status after verification of documents • Generation of draft merit list • Generation of final merit list • Handover of complete Data (Hard & Soft Copy) along with CCTV footages and 3rd party cyber forensic audit report with trails

The SIP shall be responsible for successful completion/execution of the activities as mentioned below for Odisha Police. The broad areas of work of these selected SIP are outlined in the table below:

S I · N o ·	AreaofWork	Description
1	OnlineApplicationMa nagement	<ol style="list-style-type: none"> 1. DevelopmentofPortalforsubmission of OnlineapplicationformalongwithintegratedPaymentGatewayforonlineapplicationfee&toconciliation (if required)andprovisionofnecessaryITinfrastructure (Web & DB servers / Bandwidth) forsettingupthePortal with aadhar authenticated verification(subject to concurrence by uidai) and live capture of candidates'photos. 2. Generation and Issue / dispatch of Admit Card,printing and delivery of Attendance Sheet/EventSheets and broad sheets for exams. 3. Validation andscreeningof Online Applications. 4. TimelyinformationtotheCandidatethroughSMS/e-mailaboutthevariousstagesof 5. Examination.
2	OMR Based WrittenExamination, PMT & PET	<ol style="list-style-type: none"> 1. CreationofQuestionBankwithsufficientquestions/PreparationoftheQuestionPaperSets (MCQ)asperthesyllabusprovidedbyOdishaPolice. 2. Designing,printingandsupplyof theOMRAnswerSheet, Attendance Sheets, QuestionPapersanditstransportationto Odisha Police Headquarters. 3. Booking of Exam Centres and CCTV installations 4. Payment to the examination conducting staff at each exam center. 5. Uploading of Answer Key, inviting the objections from the Candidate and its finalization. 6. Processing, Scanning & evaluation of OMR Answered Sheet. 7. Generation of Event Sheets during PMT and PET 8. Facilitating conduct of Physical Measurement Test (PMT) and Physical Efficiency Test (PET) for shortlisted candidates. 9. CCTV installation and Videography during PMT and PET 10. IT support for tabulation of qualified anddisqualified candidates in PMT/PET.
3	Post ExaminationManage ment	<ol style="list-style-type: none"> 1. Preparation of Broad Sheets. 2. Marks consolidation. 3. Result preparation. 4. Processing & Supply of Assessment sheet (soft & hard). 5. Final result generation. 6. Handover of CCTV footage and videography of all the events (written examination and Physical events) in separate external hard disk in proper manner in date, event, gender, category wise etc.
4	Analytics	<ol style="list-style-type: none"> 1. Analyticsfor questionsetimprovement&otheranalysis.

Below is a high-level description of various stages to be undertaken by candidates appearing for the posts:

Posts	Online enrolment	OMR Examination	PMT/PET
SI of Police and its equivalent rank	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

2.5 Pre-Examination & During Examination Services

Online Application Management

- a. Development & maintenance of website for candidate registration and submission of online application form as per requirements of Odisha Police including portal design, development and maintenance.
- b. Candidate registration and submission of online application form. The generated database should include all accurate details entered in the application forms completely.
- c. Managing online (24x7) candidate registration and login for online application submission with data field & menu options as specified by Odisha Police.
- d. Setting up of Help Desk in English & Odia language for handling queries by the candidates.
- e. Processing of online application form with validation of candidates email and mobile number, registration login profiles for candidates and passwords, uploading of candidate photograph, documents & signatures screening and consolidation of candidate data using secured database management systems & protocols.
- f. Provide SMS & Email services by sending SMS & email to the candidates at every stage of recruitment i.e., starting from Online Application till declaration of result as prescribed by Odisha Police.
- g. Following activities related to online enrolment:
 - Application receipt status information.
 - Handling of duplicate candidates wherein the system should be able to identify and manage (including filtering, reporting and removing) duplicate candidates as per the requirements of Odisha Police
 - Generation of reports as and when required by Odisha Police/OPRB.
 - Online display of application status with facility for Downloading/Printing of registration status/admit cards.
 - Online dispatch of admit cards (as per approved format) to eligible candidates in their register e-mail ids.
 - Carry/demonstrate complete System Test Run (STR) with test data.
 - Report generation such as Issue of Registration status, Online Admit Card, Rejection Status.
 - Provision to send individual, common or customized messages through email and SMS to the candidates (either individual/group/s) as required by Odisha Police.
 - Prepare format of online Admit Card as per approval of Odisha Police, host the e-Admit

Cards on the recruitment portal and enable individual candidates to download the admit card sending admitcardontheire-mailIDs.

- The admit cards along with digitized photograph and barcodes to be generated and made available online for candidates.
- SIP shall be responsible for identification/booking, preparation and management of the examination centers based on the city locations and approximate number of candidates and in consultation with Odisha Police.
- SIP will be responsible for installing CCTV at all the exam centers and hand over the recordings to Odisha Police in external hard disk after completion of Examination in systematic manner so that the stored recordings would be accessed easily as per requirement.
- SIP will bear all the expenses incurred at an examination center towards conducting of examination including payment to examination staff, stationary articles and other miscellaneous purposes.

2.6 Safety and secured arrangement

The SIP will provide the following:

- a. Printing of required number of sets of question papers and along with OMR Answer Sheets, sealing the question papers and OMR Answer Sheets in envelopes and securely transporting it in boxes to Odisha Police Headquarters.
- b. Supply report forms which are to be filled by centre in-charge. Supply packing material and required stationery articles for the packing of attendance sheets and other materials comprising labeled envelopes for easy handling and administration.
- c. Arrange OMR answer sheets printed well in advance. Maintain strict confidentiality and security of the same.
- d. Packing of printed OMR answer sheets in tamper and waterproof envelopes with appropriate labeling.
- e. Attendance sheet with roll number, photograph and signature of candidate, with provision for pasting of a fresh colour photograph on the attendance sheet (8 per page).
- f. List of candidates with roll number appearing at each examination centre.
- g. Upload the answer keys to the question paper on the website after consultation with recruitment board/Odisha Police and invite objections to the questions before finalizing the results.
- h. The mark of each candidate is to be embedded automatically (no manual feeding of data) into the individual record of the candidate in the database.

2.7 Specific to Question papers on written Exam

- a. Each question paper should be stapled on the left-hand side twice and sealed from the right-hand side.
- b. Supply of question papers to Odisha Police Headquarters/OPRB as per the count of candidates with 10% buffer.
- c. Question paper as designed above should be printed on quality white/off-white paper (thickness – 56 GSM or higher).
- d. The Service Provider will be responsible for complete security of the content.

2.8 OMR Sheet Specifications

- a. The original OMR answer sheet should have a unique serial number of the answer sheet.
- b. There should be 01 (one) carbonless copy of the original OMR answer sheet.

- c. The thickness of the original OMR sheets should be minimum 105gsm.
- d. The thickness of the carbonless copies should be minimum 60gsm.
- e. Appropriate security features should be incorporated as required.
- f. The OMR answers sheet should be pre-scanned.
- g. Printed OMR answers sheet should be packed in tamper and waterproof envelope with appropriate labeling.
- h. Size: 8.5x11.15"
- i. GSM: 95-100
- j. Pattern: The answers sheet should be in duplicate.
- k. Quality: Blemish free/dust free good quality paper
- l. Accuracy: The timing tracks & registration points have to be 100% accurate, as provided in the sample sheet attached.
- m. Type & Providing: Two colour printing
- n. Colour: The printing should be "Drop Out" colour
- o. Litho Code: 100% accurate Litho Code printing without any duplication
- p. Sample sheets: 10 Answer Sheets Provided with Litho Code to pass through the OMR successfully furnishing its specifications duly signed by the bidder.
- q. OMR answers sheet will be designed Ball point pen markable.
- r. Printing of OMR answers sheet will be with provision for carbon copy.
- s. Delivery of OMR Answer Sheets will be at designated place of Odisha Police Headquarters.

2.9 Question Set

SIP should support in question bank preparation, confidential printing of question papers and delivery at State Police Headquarters. Multiple-Choice Questionnaire as per the format prescribed by Odisha Police. All activities relating to Question Set and dispatch of Question Papers are listed below:

2.10 Question Paper Creation for conduct of OMR based written examination.

- a. Prepare & print question sets as per the guideline/syllabus finalized/provided by Odisha Police/Recruitment Board.
- b. Provide sufficient number of SMEs for content creation.
- c. Type of Questions will be MCQ – Multiple Choice Based Questions
- d. Randomization of questions across all the sets should be ensured i.e. each question in each series should be distributed in a unique manner so that no commonality in position of any question is found across any series.
- e. Each question paper would have multiple sets of question paper (like A, B, C, D etc.) with same question but change sequence. The number of sets will be decided by Odisha Police.
- f. The question paper will be in English except for the questions in Odia language.
- g. The SIP will be responsible for complete security and secrecy of the content.

2.11 Other safety and security measures

Complete Security management processes include following:

- Physical Security
- Information Security

- Cyber forensic security

2.12 Physical Measurement Test & Physical Efficiency Test

The SIP shall have to facilitate the conduct of PMT & PET of the shortlisted candidates. They will install CCTV and arrange videography during PMT & PET. The CCTV footage and Videography should be handed over to Odisha Police in category, gender, date and event wise soon after the test is over in an external hard disk. The SIP will also generate and dispatch Admit Cards for the shortlisted candidates appearing for PMT/PET. They should prepare online broad sheets where the data can be fed.

2.13 Conducting, PMT/PET of shortlisted candidates

- Shortlisting of the candidates for PMT/PET as per the criteria prescribed by recruitment board/Odisha Police.
- The PMT/PET may be held at Cuttack and Bhubaneswar simultaneously or as decided by Odisha Police/OPRB.
- Prepare a calendar for calling candidates as per schedule and location provided by the Odisha Police/OPRB.
- Prepare format of online Admit Card for PMT/PET as approved by Odisha Police and upload the same on the recruitment portal.
- Deliver admit card to candidates on registered email along with notification through SMS.
- Provide proper authentication process on the recruitment portal for the candidate, only after which the candidate should be allowed to download the admit card.
- Prepare attendance sheet and event sheets for PMT/PET as per recruitment rules prescribed.
- The number of candidates to be allowed for PMT/PET per batch to each venue will be decided mutually by Odisha Police and the SIP.
- Every "Day Completion Certificate" is to be signed by Odisha Police Nodal Officer or Officer-in-charge with his Full Name, Designation & signature. "Day Completion Certificate" mentions:
 - total number of batches completed
 - total number of candidates called
 - total number of candidates participated
 - total number of candidates qualified
 - total number of candidates non-qualified
 - CCTV Recording of the day shared in Hard Disks
- Provide required desktop, laptop, printers with computer operating staff and stationary articles at the physical test venue.

2.14 Post Examination Activities

- Calculate marks obtained by each candidate as per requirement of the Odisha Police.
- Upload the answer key of all the series of question papers after examination for the respective post for the purpose of inviting candidate's queries/objections for three days.
- Upload the Answer keys of the question and keep the portal open for 3 days after the examination to receive representation of the candidates in respect of the answer keys. After receipt of the representation of the candidates, the bidders should upload the final answer key within required timelines.
- Provision for reporting complaints by the candidates in registration portal with regard to their

- examination result.
- e. Dispose of all the complaints received through website.
 - f. Scanning and evaluation of answered OMR sheets under CCTV coverage.
 - g. Handover of scanned OMR images in external Hard disk/USB drive by the SIP.
 - h. Ensure Generation of Merit list based on the rules/validations shared by Odisha Police.
 - i. Generation of merit list of candidates for each category for each Police district as per the guidelines of Odisha Police.
 - j. The results of OMR Based written Examination & PMT/PET should be compiled by the successful bidders as per the criteria fixed by Odisha Police along with the weightage mark like NCC etc.
 - k. Preservation of soft copy and transfer the same to Odisha Police after completion of examination process.
 - l. Provide documented inputs and support for handling
 - Candidates queries
 - RTI queries
 - Court Cases
 - m. Handover the examination data for future references after compilation of recruitment process as per requirement of Odisha Police.
 - n. MIS generation/customized reports: provide adequate information to the Recruitment Board as per the requirement of Odisha Police.

2.15 Publication of Final Result:

- a. Consolidate the marks secured in written examination, PMT/PET, weightage mark in NCC, etc, if any.
- b. Prepare final selection lists for each category consisting of the candidates figuring in the merit list after written tests, PMT/PET, weightage mark of NCC, etc if any, by applying reservation policy as intimated by the Recruitment Board/Odisha Police.
- c. Prepare the Final Result Sheet for approval of Odisha Police.
- d. Handover database of all candidates (selected or not selected separately) to the recruitment board/Odisha Police.
- e. Provide an interface for searching the database on all fields to display information in the required format regarding final result.
- f. Upload the Final Result in the e-portal of the Recruitment Board and Official website of Odisha Police as per the design given by Odisha Police.
- g. Also upload the marks secured by the candidates in the e-portal/website as decided by Odisha Police.
- h. Maintain a verifiable audit trail of all activities to be inspected by Odisha Police anytime.

2.16 Technical and Functional requirement specifications for website/application portal

- a. Web portal should be compatible with all popular browsers including Mobile browsers (Android & iOS).
- b. Application form should capture all relevant details and have necessary checks related to age, category, age relaxation as per requirement of Odisha Police.
- c. Provide facility to edit online registration details (with certain exceptions as mutually agreed)

after submission of online registration by candidates up to pre-specified date using login profile and password

- d. The candidate should be able to take a print out of the successfully filled application.
- e. Servers should be capable to cater the peak registrations with uptime as defined in SLA
- f. The web server owned/ hired should be located in India in a reliable Tier III data centre with backup as Data Recovery provision. The Data recovery provision should ensure availability, scalability, secure backup of data and 100% error free data recovery & restoration in case of server failure. In case of storage on cloud, the selected bidder shall comply with guidelines issued time to time by MeitY.
- g. Integration with multiple online payment gateways (with multiple banks, payment wallets like paytm, phonepe, etc.), payment reconciliation, payment status, processing for refund of fee for multiple/failed payments wherever required.
- h. The database shall be in open-source server architecture and should be fully searchable. An interface for searching the database on all the fields shall be provided which will display information in a format required by the Odisha Police
- i. The web server, hosted applications and database should comply with CERT-IN security guidelines or equivalent and should be security audited by CERT-IN approved vendors. The cost for the same to be borne by the Solution Provider

2.17 Photo Specification for Admit Card

These specifications for the photo

- a. Image Format – JPEG
- b. Size of Image – Minimum 10KB – Maximum 300KB
- c. The minimum dimensions are 350 pixels (width) x 350 pixels (height).
- d. The maximum dimensions are 1000 pixels (width) x 1000 pixels (height).
- e. Photo of the applicant can be obtained through digital camera/webcam or by scanning the physical photograph

2.18 Setting up of Helpdesk

Set up helpdesk for the assistance of candidates. The Helpdesk is to cover following activities:

- a. Technical Queries/Grievances handling through phone and e-mail
- b. Establish central helpdesk to cater to the queries from/assistance to the applicants, with sufficient number of calling lines and operators as per the requirement.
- c. Address the issues raised by the candidates immediately and
- d. Provide daily MIS of reports comprising details of issues faced by the candidates and action taken by the helpdesk
- e. Adequate candidate care and support for query handling from the starting of registration to the last date of applications by the setting of help desk as and when required.
- f. The Help Desk personnel should be well versed with the recruitment process and be in a position to answer all the queries of candidates.
- g. A log of all the queries/calls received including the responses given to be entered into a database.
- h. The helpdesk operator should be well conversant in English, Hindi and Odia.
- i. A telephone number, telephone line and the requisite infrastructure for the helpdesk.
- j. Phone numbers should operate on all Govt. working days from 9am to 6pm.

2.19 Analytics

Analytics may include

- a. Item analysis of MCQ responses of the candidates (difficulty index and discrimination index etc.) as per requirements of Odisha Police.
- b. Student performance Analysis
- c. To provide analysis reports regarding proxy candidates, unfair means report etc.

Any other specific requirement discussed and mutually agreed by Odisha Police and the SIP.

2.20 Stakeholders Roles and Responsibilities

A. Odisha Police.

- a. To assist the SIP in conducting OMR based written examination at different centers in Odisha booked by them.
- b. Conduct PMT/ PET as per the venue decided by Odisha Police.

B. System Implementation Partner (SIP)

- a. Designing of e -Recruitment Portal /Online Application Form along with integrated payment gateway for online fee (if required).
- b. SIP should build in validations in the application form fields as instructed by Odisha Police.
- c. Generation and dispatch of Admit Cards (only soft copy).
- d. Preparation of Question bank by question setters as per the guideline of Odisha Police.
- e. Preparation of Sample Question Papers.
- f. Preparation for OMR Based Examination includes Questionnaire creation, preparing question paper as per direction of Odisha Police, designing, printing and supply of question paper sets, OMR Answer Sheet, OMR sheet scanning & evaluation, facilitate the conduct of PMT/PET, & evaluation, Examination result analysis and Dashboard.
- g. To provide the proposed Project Management Team with Name, Designation, and qualification and experience details.
- h. Any modification in Odisha Police website related to written examination, publication of result shall be done with approval of Odisha Police.
- i. A Helpdesk to be maintained by SIP to cater to queries and problems of candidates during the process.
- j. Facilitated conducting of PMT/PET of short-listed candidates.
- k. Handover the data backup and ensure integrity of data.

2.21 Responsibilities during Software Development phase

The Bidder shall perform the following items during the development phase:

- a. Preparation of Project Management Plan, monitoring and controlling, defining milestone and deliverables
- b. Preparation of Software Requirement Specifications (SRS)-for customization
- c. Software Customization and Unit testing –customization of the application portal
- d. Execution of Integration testing with payment gateways (if any)
- e. Implementation of customized Software for e-application and web portal

2.22 Mandatory Compliances to be followed for Server & Data Security as per CERT-IN.

- a. Ensure that the Applications/websites/services are hosted only at the designated data centers of Government or Cloud Service providers empaneled by MeitY. No application/website shall be hosted within the LAN segment of a Ministry/Department/Office.
- b. Ensure that all applications and websites are audited by CERT-In empaneled auditing organization prior to hosting, at least once annually and also after any major changes.
- c. Ensure practice of 'Implement secure by design' and 'secure coding' is made mandatory for all applications. Ensure privacy protection of citizen data.
- d. Ensure that the access to the server is restricted and appropriate security solutions as recommended by NIC /CERT-IN are deployed. Server level firewall may be configured along with network firewall.
- e. Ensure that the logs of servers are reviewed daily.
- f. Any suspicious activity related to user access, privilege escalation, authentications should be shared with the CISO/Dy CISO
- g. Ensure that all server logs are retained on a separate server.
- h. Ensure that unwanted or unused OS components, services, ports, applications are uninstalled or disabled.
- i. Install enterprise Antivirus/ EDR client recommended by NIC /CERT-In on all servers.
- j. It is recommended to deploy application firewall for preventing application Layer attacks.
- k. It is recommended to configure multiple servers to ensure availability of services and use load balancer to balance the load across the servers.
- l. Ensure that the Antivirus client and Server are updated with the latest patches/updates.
- m. Ensure that Websites and Applications are deployed/hosted only after a security audit clearance from an accredited CERT-In empaneled audit agency at the cost of the Success Bidder.

2.23 Key Deliverables

System Implementation Partner shall provide the deliverables mentioned below:

- a. Project Management Plan
- b. Online Application management
- c. Help desk Management
- d. Admit Card generation and attendance sheet generation.
- e. Question Paper sets, OMR Sheets Printing and Transportation to Odisha Police Headquarters.
- f. Conduct of written examinations (OMR) at required numbers of examination centers across Odisha as desired by Odisha Police.
- g. OMR answer sheet scanning & processing (evaluation and tabulation of score sheet / merit list of candidates.
- h. Providing IT Support at the examination centers/venue for conducting Physical events. Complete Data backup- All data related to examination should be handed over to Odisha Police. No copy of data in any format should be available with the bidder after handing it over to Odisha Police.

3. Service Level Agreement (SLA)

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 Bidder to Odisha Police for the duration of this contract. This SLA section provides for the minimum level of services required as per contractual obligations based on performance indicators and measurements thereof. The Implementation SLA is given in the table as mentioned below:

3.1 Implementation Timeline

The overall implementation of the examination process and conduct of written examinations have been envisaged to be completed by the SIP as the earliest and the detailed timeline will be decided mutually by Odisha Police & SIP as per the following table.

Sr. No.	Activities	Indicative Timelines	Remarks
1.	On boarding of Vendor	T0	T0 is a date of issuance of the work order
2.	Readiness of Portal for Applicant Registration		
3.	Data collation, assessment, creation of batches and issuance of admit cards		
4.	Development of question paper/booklet and Readiness of examination centers OMR: Printing, secure logistics, delivery and safe storage of question papers as per directions of the Competent Authority		
5.	Booking of examination centers and generation of Admit cards.		
6.	Preparation of Merit list for Physical Assessment		
7.	Successfully handing over complete data (Including Application Portal) to recruitment board/ Odisha Police		

3.2 Penalty: -

- a. The firm shall be responsible for 100% accuracy, safety, confidentiality and secrecy in the execution of work. The firm shall be responsible for completion of work as per the time schedule stipulated in the bid/agreement and as per the directions of Odisha Police.
- b. Errors and deductions: Any variation in the particulars of the candidates in database and in the documents in pre, during and post Examination stages shall be treated as

errors and shall be the responsibility of firm. In case of error in date i.e. variation between document and data base at pre, during and post Examination stages, the following penalty clause shall be applicable:

% of error	Penalty Terms
Up to 0.5%	Nil
Greater than 0.5% and upto1%	5%of contract value. the errors shall be counted after issue of AdmitCards.
Greater than 1%upto3%	10% of contract value
More than 3%	Termination of contract and Blacklisting the Bidder.

- c. The firm shall be responsible for 100% accuracy in the execution of work. The firm shall be responsible for completion of work as per the time schedule stipulated in the Tender.
- d. The Odisha Police may impose penalties on the firm for omission/mistakes/irregularities/errors/ delays/ non-execution of work committed by the Firm. The following is an illustrative list of specific penalties.

SI No.	Nature of Error	Penalties
1.	In case of delay in registration by the candidates, due to login problems, non-availability of software, non-adherence of specifications of server & standby server and non-availability of proper infrastructure.	Rs.5000/- per candidate (if any candidate projects such error) subject to maximum of 10% of the contract value.
2.	In case of delay in completion of work as per fixed time schedule/directions of the Odisha Police.	Breach or delay @1% per week of the total value of the contract subject to maximumof 10% of the contract value.
3.	Non-execution of work and /or showing the unwillingness to carry out the work assigned.	No payment for partly executedwork+ termination of Agreement + forfeiture ofperformance security (i.e. 10% of contract value)
4.	Errors in reports, non-submission of reports in the format decided by the Odisha Police, non- submission of report on due time, non- submission of reports withSignature of authorized signatory & seal of firm.	Rs.01 Lakh per report. subject to maximum of 10% of the contract value.

- e. Inview of the nature of the work, the Odisha Police expects 100% error free processing of the recruitment process at all stages. If the selected agency commits error and fails to conduct recruitment process/exams to the satisfaction of the Odisha Police, the Odisha Police reserves the right to cancel that particular process or whole recruitment process and can direct the agency to conduct that exam/process or the whole recruitment exam/process or the whole recruitment process again and for this no extra payment shall be made to the agency. If due to errors committed by the agency, Odisha Police cancels the recruitment process and it is decided by the Odisha Police not to proceed with the same agency for conducting the recruitment process again, the Odisha Police may terminate the contract with selected agency and the Odisha Police shall not be liable to make any payment whatsoever to the

- agency.
- f. The above list of Errors is only illustrative and any other errors that may come to notice later will also be charged as per the implications and ramifications of such error. The firm shall have to correct all errors/omissions without any additional charges whether the errors come to notice before or after printing.
 - g. For any loss, damage, financial liability etc. occurring to Odisha Police by way of Court matter litigation or under right to Information Act or otherwise on account of any irregularity, negligence, omission, commission or mishandling etc., the firm shall be accountable, and the entire damage or loss of financial liability shall be borne entirely by the firm.
 - h. If Odisha Police suffers any financial loss due to the delay in processing or declaration of the result or occurrence of major/minor error, the loss shall be fully recovered from the firm
 - i. All the other terms and conditions of the current contract shall remain same and will be applicable in that case.
 - j. However, the total penalty imposed will not be more than 10 % of the total value of the Contract.
 - k. All financial penalties will be recovered either from pending bills of firm or from Performance security.
 - l. The Firm shall be responsible for maintaining an up-to-date database of the complete data set on a secured secondary server as backup to mitigate data loss due to any personnel mishaps or natural disasters. The secondary data shall be verified from time to time by the department. The firm shall attract a penalty of Rs. 2 Lakhs per instance if it fails to show the required backup and/or the database is found to be outdated.
 - m. The secondary data back up shall be in compliance as per the CERT-IN guidelines for data storage.

4. Payment Terms and Schedule

4.1 PaymentTerms

There shall be no provision of advance payments. 100% payment shall be made after successful completion of full recruitment process. Security Deposit / Performance Security shall be released only after 6 months from successful completion of contract. The following table shall be followed while as payment terms for the Successful Bidder:

Milestone	Payment Head	Payment Terms	Remarks
M1	Successful completion of online application registration. This milestone is also inclusive of the payment of helpdesk. Admit card generation	40% of the Contract Value	Payment shall be made after successful verification of the total number of registered candidates for the exam
M2	Successful completion of Written Exams, Physical Assessment and Merit list generation, document	40% of the Contract Value	Payment shall be made after successful verification of the total number of registered candidates for the

	verification data.		exam with the number of admit card issued to candidates for PET and PMT. This would include all the associated activities, related to Written test, Physical Assessment (PET&PMT), all pre & post requisite, including merit list generation and submission of 3 rd party cyber forensic audit report
M3	Handing over the complete data of the tests conducted, unpublished results and other analysis of the tests.	20% of the Balance of the contract value	Final Project report along with all invoices, complete data sets with all cctv footages/videography , application portal handover to Odisha Police dept and unpublished test data etc.
Total		100%	

4.2 Taxes and Statutory Payments

- a. All payments agreed to be made by Odisha Police to the SIP in accordance with the Bid shall be inclusive of all statutory levies, duties, taxes and other charges whenever levied/applicable by State or Central Government or any other authority.
- b. Any increase in statutory will be added to the rate quoted by the SIP for making the payment.
- c. The SIP shall bear all income/corporate taxes, levied or imposed on account of payments received by it from Odisha Police for the work done under this Contract.
- d. Taxes should be paid as per the Government norms. The payment should be made as per the rate quoted by the SIP.
- e. SIP shall be totally responsible in respect of all statutory obligations as an employer to all its employees working on the project. Specifically, the labor laws of the State shall be strictly adhered to by the SIP.

5 General Terms and Conditions

This section provides general information about the terms and conditions of the RFP for the bidders.

5.1 Consortium

Consortium is not allowed for customization/development of the software application, however allowed for infrastructure facilities of the examination centers and Manpower to be deployed for

monitoring/conducting the exams.

5.2 Subcontracts

- a. The Bidder has the option to sub-contract only the work related to deployment of manpower in examination centers for monitoring and support. However, responsibility of execution of the task is solely of the SIP and penalty would be imposed upon the SIP for any deviation.
- b. The Bidder shall notify Odisha Police in writing of all subcontracts awarded under the Contract Agreement. Such notification shall not relieve the Bidder from any liability or obligation under the Agreement.

6.3 Amendment of RFP Document

- a. A Pre-bid meeting will be held for addressing the clarifications on the date and time mentioned in the Tender Data Sheet or any other date to be decided by Odisha Police.
- b. Before closing of the Tender, clarifications and amendments if any will be notified in the websites mentioned in the Tender Schedule. The Bidders shall periodically check for the amendments or corrigendum or information in the websites till the closing date of this Tender. Odisha Police will not make any individual communication and will in no way be responsible for any ignorance pleaded by the Bidders.
- c. No clarifications would be offered by Odisha Police within 48 hours prior to the due date and time for submitting the Tender.
- d. Before the closing of the Tender, Odisha Police may amend the Tender document as per requirements or wherever feels that such amendments are absolutely necessary.
- e. Amendments also may be given in response to the queries by the prospective Bidder. Such amendments will be notified in the websites mentioned in the tender schedule.
- f. Odisha Police at its discretion may or may not extend the due date and time for the submission of bids on [Odisha Tenders Portal](#) on account of amendments.
- g. Odisha Police is not responsible for any misinterpretation of the provisions of this tender document on account of the Bidder failure to update the Bid document, so changes announced through the website.
- h. A prospective Bidder requiring any clarification in the RFP may contact through E-mail- aig.provisioning@gmail.com
- i. Responses to clarifications will be notified in websites by means of Corrigendum to Tender Document.

5.4 Authentication of Bid

The "Bidder" as used in the RFP shall mean the one who has signed the Bid document forms. The Bidder may be either the Principal Officer or the duly Authorized Representative of the Bidder, in which case Bidder shall submit an Authorization Certificate. All certificates and documents (including any clarifications sought and any subsequent correspondence) received hereby, shall be furnished and signed by the authorized representative.

5.5. Proposal Preparation Costs

The bidder is responsible for all costs incurred in connection with participation in this 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 Odisha Police to facilitate the evaluation process, and in negotiating a definitive Service Agreement and all such activities related to the bid process.

5.6 Language of Bids

The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and Odisha Police, shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long the same is accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.

5.7 Validation of interlineations in Bid

The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be attested by the person or persons signing the bid.

5.8 Bid Prices

- a. The Bidder shall indicate prices for various components as per formats prescribed in this tender document. Prices should be shown separately for each item as detailed in the Bill of Quotation. The price components furnished by the Bidder will be solely for the purpose of facilitating the comparison of bids by Odisha Police and will not in any way limit Odisha Police right to negotiate on any of the terms offered.
- b. Prices quoted in the bid must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. However, Odisha Police reserves the right to negotiate the prices quoted in the bid to affect downward modification.
- c. The Bidder shall prepare the bid based on details provided in the RFP. It must be clearly understood that the scope of work is intended to give the bidder an idea about the order and magnitude of the work and is not in any way exhaustive and guaranteed by Odisha Police. The Bidder shall carry out all the tasks in accordance with the requirement of the RFP and it shall be the responsibility of the Bidder to fully meet all the requirements of the RFP.
- d. The Contract price shall be the only payment, payable by Odisha Police to the successful bidder for completion of the contractual obligations under the Contract, subject to the terms of payment specified in the contract. The price would be exclusive of GST as per the commercial bid format.
- e. The prices, once offered, must remain fixed and must not be subject to escalation for any reason whatsoever within the period of contract. A proposal submitted with an adjustable price quotation or conditional proposal may be rejected as non-responsive.
- f. If the taxes quoted by the SIP are higher than the prevailing rates or during the operation and maintenance, if the tax rates are increased or decreased, SIP will be paid at the prevailing tax rates as applicable.
- g. Prices in any form or by any reason should not be revealed by the bidder or their representatives before opening the Commercial Bid, failing which the offer shall be liable to be rejected.

5.9 Bid Currencies

Prices shall be quoted only in Indian Rupees (INR).

5.10 Local Conditions

- a. It will be the responsibility of each Bidder to fully acquaint themselves with the local conditions and other relevant factors at the proposed sites which would have any effect of the performance of the contract and / or the cost. The Bidders are advised to visit the proposed locations (at its own cost) and due-diligence can be conducted

before the pre bid meeting/bid- submission.

- b. Failure to obtain the information necessary for preparing the bid and/or failure to perform activities that may be necessary for providing services before entering into contract will in no way relieve the successful Bidder from performing any work in accordance with the Tender documents.
- c. It will be imperative for each Bidder to fully inform themselves of all legal conditions and factors which may have any effect on the execution of the contract as described in the bidding documents.
- d. It is the responsibility of the Bidder that such factors have properly been investigated and considered while submitting the bid proposals and that no claim whatsoever including those for financial adjustment to the contract awarded under the bidding documents will be entertained by Odisha Police and that neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by Odisha Police on account of failure of the Bidder to appraise themselves of local laws and site conditions.

5.11 BidSecurity(EarnestMoneyDeposit)

- a. The bidder shall pay a EMD of the amount prescribed in the tender schedule online via the Odisha Tenders Portal only. No other form of EMD is acceptable i.e. EMD paid via DD/BG/Cheque etc. shall not acceptable.
- b. Earnest Money Deposit Declaration to be submitted by the bidder in the prescribed format as per Appendix – XII
- c. The bidder will be suspended for 2 years, if –
 - i. If a bidder withdraws its bid during the period of bid validity.
 - ii. In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.
 - iii. If found to have a record of poor performance such as having abandoned work, having been blacklisted, having inordinately delayed completion and having faced Commercial failures etc.
 - iv. The Bidder being found to have indulged in any suppression of facts, furnishing of fraudulent statement, misconduct or other dishonest or other ethically improper activity, in relation to this RFP.
 - v. A Proposal contains deviations (except when provided in conformity with the RFP), conditional offers and partial offers.

5.12 ValidityofBids

All bids must be valid for 180 days from the last date of submission of bids. A proposal valid for a shorter period may be rejected as non-responsive. On completion of the validity period, unless the bidder withdraws his proposal in writing, it will be deemed to be valid until such time that the bidder formally (in writing) withdraws its proposal.

5.13 Non-ConformingProposals

A proposal may be construed as a non-conforming proposal and be deemed as ineligible for consideration for evaluation if it fails to comply with the technical and other requirements as detailed in this RFP document along with subsequent amendments.

5.14 Contacting Odisha Police

- a. No bidder shall contact Odisha Police on any matter relating to its bid, from the time of bid opening to the time the Contract is awarded until unless requested by Odisha Police itself. If the Bidder wishes to bring additional information to the notice of Odisha Police, it should be done in writing.
- b. Any effort by a Bidder to influence Odisha Police in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidders bid.

6. Bidding Process

6.1 Pre-bid conference

Odisha Police shall organize a Pre-Bid Conference on the scheduled date and time as outlined in the RFP. Prospective bidders are free to raise or discuss their clarifications/queries during the meeting.

6.2 Clarification on Tender Document

A prospective Bidder requiring any clarification in the RFP may be sought by e-mail to aig.provisioning@gmail.com through online mode only. The responses to the clarifications will be notified in the websites by means of Corrigendum to the Tender Document. The queries must be submitted in the following format only to be considered for clarification:

S. No.	Section No.	Clause No.	Reference/ Subject	Clarification Sought
..

The queries not adhering to the above-mentioned format shall not be responded to . Odisha Police will respond to any request for clarification to queries on the Tender Document, received not later than the dates as indicated in the RFP.

All responses to clarifications received will be conveyed to all the prospective bidders by way of hosting addendum / corrigendum on portal <https://tendersodisha.gov.in/> and no participant would be intimated individually about the response of Odisha Police. Odisha Police may incorporate any changes in the RFP based on acceptable suggestions received during the interactive Pre-Bid Conference or written clarification submitted by the bidders. The decision of Odisha Police regarding acceptability of any suggestion shall be final in this regard and shall not be called upon to question under any circumstances.

6.3 Submission of Bid on Odisha Tenders Portal

Bid submission would take place on **Odisha Tenders Portal** platform only (Refer Appendix- XIII). Bidders should examine all Instructions, Terms and Conditions and Technical specifications given in the Tender document Failure to furnish information required by the Bid or submission of a Bid not substantially responsive in every respect will be at the Bidders risk and may result in rejection of Bids. Bidders should strictly submit the Bid as specified in the Tender, failing which the bids will be non-responsive and will be rejected.

6.4 Technical Bid

The first part relates to Technical Bid submitting all the required details and documents complying with all the eligibility conditions and the other tender conditions/instructions as well

as the statement of compliance consisting of the following.

- a. A Letter of Undertaking in company letter head
- b. This Technical Bid document and Errors if any shall be attested by the Bidder as per **7.1 Pre-Qualification Bid Evaluation**
- c. Copy of supporting documents for Eligibility & Evaluation Criteria and other required Illustrative documents have to be submitted as per technical evaluation table **7.2 Technical Bid evaluation**

6.5 PriceBid

The second part relates to Price Bid which should be submitted in the Commercial Bid as given in the Tender.

- a. The rate quoted by the Bidder in the price Bid should be inclusive of Manpower, Software Customization, Pilot Run, Go-Live of Web portal & Supervision, Training, Administration, Overheads, Travel, Lodging, Boarding, In-station & Outstation expenses, etc and any other cost involved in the successful implementation of Scope of Work mentioned and no other charges will be allowed by Odisha Police other than the taxes.
- b. **Commercial Bid** should not contain any conditional offers or variation clause; otherwise, the Bids will be summarily rejected.
- c. The Prices quoted shall be only in INDIAN RUPEES (INR). The tender is liable for rejection if
 - i. **Commercial Bid** contains conditional offers.
 - ii. The cost quoted by the Bidder shall be kept firm for a period specified in the Tender from the date of opening of the tender. The Bidder should keep the Price firm during the period of Contract including during the period of extension of time if any. Escalation of cost will not be permitted during the said periods or during any period while providing services whether extended or not for reasons other than increase of duties / taxes payable to the Governments in India. The Bidders should particularly take note of this factor before submitting the Bids.

6.6 Bidclosingdateandtime

All the Bids must be submitted on **Odisha Tenders Portal** not later than the date and time specified. Hence bidders should be cautious to submit the Bids well in advance to avoid disappointments.

6.7 Odisha Police's right to accept any Bid and to reject any or all Bids

Odisha Police reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for Odisha Police action.

7. Bid Evaluation Process

An evaluation committee will be formed for evaluation of the bids by Odisha Police. Decision of the committee would be final and binding upon all the Bidders. Commercial bid will be opened only for the bidders who score a minimum of 80 marks during the technical evaluation process. At the beginning of every stage of bid evaluation, the committee shall review the bid documents submitted to ascertain if they are substantially responsive. Bids that are not substantially responsive are liable to be disqualified. Therefore, the bidders are required to submit the bid in specified format furnishing all the required information and supporting documents. Odisha Police

may waive any informality or nonconformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder. The purpose of this section is only to provide the bidders an idea of the evaluation process that Odisha Police may adopt. However, Odisha Police reserves the right to modify the evaluation process at any time during the bid evaluation process, without assigning any reason whatsoever and without any requirement of intimating the Bidders of any such change.

7.1 Pre-Qualification Bid Evaluation

- a. Bidders need to fulfill all the pre-qualification conditions mentioned and provide the pre-qualification response separately in the format provided in the RFP along with the specified documents enclosed as proof.
- b. Odisha Police will examine the bids to determine whether they are complete, whether the bid format conforms to the Tender requirements, whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order.
- c. In order to assist in the examination, evaluation and comparison of Bids, Odisha Police may at its discretion ask the Bidders for clarifications regarding their Bid.

Sr. No.	Organizational Strength/Capability	Supporting evidence to be provided
1.	The Bidder must be registered in India under the Companies Act 1956/2013 or LLP under LLP Act 2008 or Society Act 1860 or subsequent amendments thereto, for at least Ten (10) years (as on date of bid submission)	Certificate of incorporation
2.	The Bidder should have an average annual turnover of more than INR 35 crores in last three consecutive years out of last five years Financial Years i.e. (FY2019-20, FY2020-21, FY2021-22, FY2022-23 & FY2023-24)	Copies of audited accounts/ certificate along with certified copies of company balance sheet and Profit and Loss Account duly audited from auditors along with a valid UDIN issued for the purpose of validating the Turnover of the firm. Odisha Police reserves the right to verify the UDIN as per their discretion.
3.	The Bidder should have positive net worth in last three consecutive years out of last five years Financial Years i.e. (FY2019-20, FY2020-21, FY2021-22, FY2022-23 & FY2023-24)	Copies of audited accounts/ certificate along with certified copies of company balance sheet and Profit and Loss Account duly audited from auditors along with a valid UDIN issued for the purpose of validating the Net-worth of the firm. Odisha Police reserves the right to verify the UDIN as per their discretion.

Sr. No.	Organizational Strength/Capability	Supporting evidence to be provided
4.	The Bidder should have Average annual turnover of min. INR 5 Crores from OMR based examination related to recruitment activities in last three consecutive years out of last five years Financial Years i.e. (FY2019-20, FY2020-21, FY2021-22, FY2022-23 & FY2023-24)	Copies of audited accounts/ certificate along with certified copies of company balance sheet and Profit and Loss Account duly audited from auditors along with a valid UDIN issued for the purpose of validating the Turnover of the firm from recruitment related activities. Odisha Police reserves the right to verify the UDIN as per their discretion.
5.	The Bidder should have at least 100 technically qualified/trained and experienced manpower on its payroll for conducting OMR.	Certificate from Company Secretary / Certificate from HR countersigned by Authorized signatory on the company letterhead.
6.	The bidder should have a valid Permanent Account Number (PAN) and GST Registration Number	Attach copies duly signed and stamped by seal of company
7.	The Bidder must have experience (complete/ongoing) of three (03) OMR based examinations for Government bodies/PSUs in India in last 5 years as on bid submission date	Copy of LOI/Contract/Client Certificate / Work Order/Experience certificate
8.	The Bidder must have conducted OMR based exams with minimum of 100000 candidates in a single exam in India in last 5 years as on bid submission date	Copy of LOI/Contract/Client Certificate / Work Order/Authorized signatory certificate
9.	The Bidder should have any of the following valid certificates: <ul style="list-style-type: none"> • CMMi level 3 or above • ISO 9001 • ISO 27001 	Copy of valid certificates as on date of bid submission
10.	The Bidder should have an operation office in Odisha, preferably in Bhubaneswar or agree to open an operational office withing 10 days of award of contract.	Copy of Self-declaration on the firms letterhead.

Sr. No.	Organizational Strength/Capability	Supporting evidence to be provided
11.	The Bidder should not be blacklisted, debarred by the Central Govt / PSU / any State Govt as on bid submission date	Self-declaration by authorized signatory
12.	Special Power of Attorney / Board Resolution	Copy of Board Resolution/ Power of Attorney in the name of the Authorized Signatory.

7.2 Technical Bid evaluation

Each Technical bid will be evaluated according to the following criteria, but not limited to:

- a) The quality, responsiveness, responsibility, reliability and comprehensiveness of the proposed technologies, adherence to Infrastructure specifications, Information Systems Security Policy, other strategic dimensions and services incorporated in the proposed solution.
- b) Bidders understanding of Odisha Police requirements as reflected in the approach presented by the Bidder of the solution offered and technology related issues.
- c) The evaluation would measure if the Bidders proposed solution meets Odisha Police service needs a solution in the RFP. Site Inspections, bidder presentations and Management Interviews, if requested by Odisha Police, will be factored into the evaluation.
- d) The evaluation will be made based on Bidders responses to all RFP requirements including, but not limited to, data from the Bidders Proposal, questions and answers, Bidder qualifications, expertise and relevant experience.
- e) Bidders demonstrated ability to make available the key personnel at the time of contracting and post those key personnel on the project thereafter.
- f) The Bidders expertise in managing complex integrated systems and services and implementing and maintaining proven state-of-the-art technologies.
- g) Bidders ability to provide the needed support (installation, support, maintenance, training etc.), references confirming past success in similar projects, use of appropriate technologies and products, ability to provide integrated solution etc.
- h) The Bidders deployment of sound project management strategy and its allocation of sufficient resources to address all aspects of its proposed solution will also be evaluated.
- i) The evaluation will be done on the basis of the technical evaluation criteria provided in this RFP. The bidders satisfying the minimum technical qualification criterion of 80 marks, out of a maximum of 100 marks allotted for technical evaluation, shall be qualified for evaluation of their financial bid. However, the technical solution should satisfy the minimum parameters as outlined in the Technical bid section.
- j) At the discretion of Odisha Police, the bidders may be invited to make presentation on technical and operational aspects of their bid. Also, in case of any ambiguous information in respect of any parameter meant for Technical Evaluation provided by any bidder, the Tender Evaluation Committee will be requiring additional information from such bidders clarifying these parameters, which will be considered for the purpose of evaluation and awarding scores.
- k) In order to assist in the examination, evaluation and comparison of Bids, Odisha Police may at its discretion ask the Bidder for a clarification regarding its Bid. The clarification shall be given in writing immediately, but no change in the price shall be sought, offered or permitted. However, while giving a clarification, a Bidder may offer a higher specification or model

without any impact on Financial Bid to be opened subsequently.

- l) The technical bids submitted by the bidder shall be evaluated as per the table mentioned in this section on "Technical Bid Evaluation Criteria".
- m) The detailed formats to be submitted by the bidder as part of technical response for technical evaluation purposes along with the documents to be closed are provided in the RFP.

The summary of the technical bid evaluation criteria and marks allotted for each criterion is given below. Technical Score of the bidder with less than 80% of the total marks might lead to technical disqualification and commercial proposal of such bidders will not be opened. Any commitment higher than that required as per RFP will fetch additional marks as specified in each criterion in technical evaluation.

Detailed evaluation criteria have been provided in the following sections.

Sl. No.	Evaluation	Marks
A	Financial Capability	20
B	Experience in conducting examination	35
C	Certifications	5
D	Application Solution	5
E	Bidder's specific experience	5
F	Approach & Methodology	15
G	Technical presentation and Demo of Proposed Solution	15
	Total Marks	100
	Minimum marks for qualification	80

Note:

- a) The judgment of the Evaluation committee shall be deemed final and cannot be questioned upon by the bidders.
- b) Any claim by the bidder without any proper documentation will be deemed as invalid by the Evaluation committee.
- c) Any higher commitment provided by the bidder shall serve as the benchmark for the duration of the contract.
- d) A bidder can be rejected if any non-compliance (without any proper substantiation) to the minimum requirements mentioned in the RFP is noticed by the committee.

#	Criteria	Basis of Evaluation	Max. Marks	Supporting
A	Financial Capability		20	

#	Criteria	Basis of Evaluation	Max. Marks	Supporting
1.	Average Annual Turnover of more than INR 35 crores in last three consecutive years out of last five years Financial Years i.e. (FY2019-20, FY2020-21, FY2021-22, FY2022-23 & FY2023-24)	<ul style="list-style-type: none"> • INR 100 Cr or more: 10 Marks • INR 75 Cr or more and less than INR 100 Cr: 8 Marks • INR 50 Cr or more and less than INR 75 Cr: 7 Marks • INR 35 Cr or more and less than INR 50 Cr: 5 Marks • Below INR 35 Cr: 0 Marks 	10	<p>Copies of audited accounts/ certificate along with certified copies of company balance sheet and Profit and Loss Account duly audited from auditors along with a valid UDIN issued for the purpose of validating the Turnover of the firm.</p> <p>Odisha Police reserves the right to verify the UDIN as per their discretion.</p>
2.	Average annual turnover from OMR based examination related to recruitment activities shall be min. INR 5 Crores in last three consecutive years out of last five years Financial Years i.e. (FY2019-20, FY2020-21, FY2021-22, FY2022-23 & FY2023-24)	<ul style="list-style-type: none"> • More than 15 Cr: 10 Marks • INR 10 Cr or more and less than INR 15 Cr: 9 Marks • INR 5 Cr or more and less than INR 10 Cr: 8 marks • Below INR 5 Cr.: 0 Marks 	10	<p>Copies of audited accounts/ certificate along with certified copies of company balance sheet and Profit and Loss Account duly audited from auditors along with a valid UDIN issued for the purpose of validating the Turnover of the firm from recruitment related activities.</p> <p>Odisha Police reserves the right to verify the UDIN as per their discretion.</p>
B	Experience in conducting examination		35	
1	Maximum number of candidates appeared in OMR in India in last three out of five financial years i.e. (FY2019-20, FY2020-21, FY2021-22, FY2022-23 & FY2023-24)	<ul style="list-style-type: none"> • More than 1,50,000 Candidates: 20 Marks • 1,25,000 – 1,50,000 Candidates: 15 Marks • 1,00,000 – 1,24,999 Candidates: 10 Marks • Below 1 lakh: 0 marks 	20	<p>Copy of LOI/ Contract/Client Certificate / Work Order</p>

#	Criteria	Basis of Evaluation	Max. Marks	Supporting
2	Experience of conducting recruitment examinations projects with Government bodies/PSUs in India in last five financial years i.e. (FY2019-20, FY2020-21, FY2021-22, FY2022-23 & FY2023-24)	<ul style="list-style-type: none"> More than 11 projects: 3 Marks 6– 10 projects: 2 Marks 3– 5 projects: 1 Mark Less than 3 projects: 0 Marks 	3	Copy of LOI/ Contract/ Client Certificate / Work Order
3	Experience of conducting recruitment examinations for Police bodies (Police, Defence, CAPFs, MHA) in India in last five financial years (i.e. (FY2019-20, FY2020-21, FY2021-22, FY2022-23 & FY2023-24)	<ul style="list-style-type: none"> 3 or more projects: 7 Marks 2 projects: 5 Marks 1 project: 2 Marks 	7	LOI/Contract/Client Certificate / Work Order
4	Experience of developing Question banks for examinations for Government bodies/PSUs in India in last five financial years i.e. (FY2019-20, FY2020-21, FY2021-22, FY2022-23 & FY2023-24)	<ul style="list-style-type: none"> More than 3 projects: 5 Marks 5 Marks 3 projects: 3 Marks 2 projects: 2 Marks Less than 2 projects: 0 Marks 	5	LOI/Contract/Client Certificate / Work Order
C	Certifications		5	
1	Bidder to have a valid certificate	<ul style="list-style-type: none"> CMMi Level 3 or above: 3 Marks ISO 27001: 1 Mark ISO 9001: 1 Mark 	5	Copy of Valid Certificate to be enclosed
D	Application Solution		5	
1	Application / Webpage / Solution	<ul style="list-style-type: none"> Solution source code owned by bidder: 5 Marks Else 0 Marks 	5	Self-certification and patent details to be enclosed
E	Bidder's specific experience		5	
1	The Bidder shall have project experience pertaining to Police Department only in India	<ul style="list-style-type: none"> If yes: 5 marks 	5	Proof to be submitted

#	Criteria	Basis of Evaluation	Max. Marks	Supporting
F	Approach & Methodology	Assessment to be based on the Approach & Methodology proposed by the bidder covering all requirements as mentioned in the RFP and Scope of Work & Presentation made by bidder before the Committee.	15	
G	Technical presentation and Demo of Proposed Solution	Proposed Solution covering solution, project plan, team deployment, online application process, features, scalability, infrastructure, invigilation process, analytics, security of the solution and end to end process, Challenges & mitigation strategies	15	
	Total Marks		100	

General Instructions

- a. Necessary copy of the documentary proofs as mentioned above has to be submitted.
- b. Odisha Police Technical Committee reserves the right to summon any bidder who secures 80% marks in 7.2.1 to 7.2.10 above to give demonstration/presentation/illustration for 25 marks at venue decided by Odisha Police.
- c. Only Bidders those who score 80 marks and above in aggregate in the Evaluation criteria mentioned in 7.2.1 to 7.2.10 and 7.2.11 to 7.2.13 above, are eligible for Price Bid opening.
- d. Financial bid will be opened for those bidders who had qualified in this Technical Evaluation Criteria.

Details of the Documentary proofs to be attached

Letter of Undertaking		
A Letter of Undertaking in company Letterhead		
Technical Bid		
This Technical Bid document		
Pre-Qualification & Eligibility Criteria (as per 7.1)		
1	Copy of all documentary proofs as per 7.1 Pre-Qualification Bid Evaluation	
Technical Evaluation Criteria (7.2)		

1	Copy of all documentary proofs as per 7.2 Technical Bid evaluation	
All documents as per Appendices		

7.3 Evaluation of Commercial bids

Evaluation of Commercial bids (Quality and Cost Based Selection- QCBS)

The commercial bids will be opened only for the bidders who qualify in the technical bid evaluation. 70% weightage will be awarded to Technical Evaluation and 30% weightage will be awarded to Financial Evaluation. Technical Bid will be assigned a Technical Score (**T**) out of maximum 100 as per scoring model provided earlier. Financial Score will be calculated as (**F**)= (Price bid of L1/Price bid of bidder) x 100 (rounded off to two decimal places)

Composite Score (**C**) = $T \times 0.7 + F \times 0.3$

Bidder having the highest Composite Score (C) will be awarded the contract

Errors & Rectification: Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between words and figures, the amount in words will prevail"

7.4 Disqualification

The Bid received is liable to be disqualified in the following cases or in case bidder fails to meet the bidding requirements as indicated in this RFP:

1. Bid not submitted in accordance with the procedure and formats prescribed in this document as per given Appendices will be treated as non-conforming proposal.
2. During validity of the Bid, or its extended period, if any, the bidder increases his quoted prices.
3. The bidder qualifies the Bid with his own conditions.
4. Bid is received in incomplete form.
5. Any non-compliance to the RFP requirements is found in the bid.
6. Bid is not accompanied by all the requisite documents.
7. If Bidder provides quotation only for a part of the project.
8. Information submitted in technical bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract.
9. Revelation of Prices in any form or by any reason before opening the Commercial Bid.
10. Failure to furnish all information required by the RFP Document or submission of a bid not substantially responsive to the Tender Document in every respect.
11. Failure to furnish proofs for information provided.
12. Bidders not quoting for the complete scope of Work as indicated in the Tender documents, addendum (if any) and any subsequent information given to the Bidder.
13. Bidders not complying with the terms and conditions as stated in the RFP Documents.
14. The Bidder not conforming to unconditional acceptance of full responsibility of providing services in accordance with the Scope of work and Service Level Agreements of this tender.
15. If the bid does not conform to the timelines indicated in the bid.
16. Commercial proposal is enclosed with the technical or pre-qualification proposal.
17. Bidder tries to influence the proposal evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process.
18. In case any one party submits multiple proposals or if common interests are found in two or more bidders, the bidders are likely to be disqualified, unless additional proposals/bidders are withdrawn upon notice immediately.
19. Bidder fails to deposit the Performance Bank Guarantee (PBG).

- 20.If it is found that the bidder stands blacklisted by any Central / State Government, organization, agency or Public Sector Unit for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices as on the last date of bid submission.

8. Award of Contract

8.1 Award Criteria

Odisha Police will award the Contract to the successful bidder whose proposal has been determined to be substantially responsive, meets all the evaluation criteria requirements and has the highest Composite Score.

8.2 Notification of Award

- a. Prior to the expiration of the period of bid validity, Odisha Police will notify the successful Bidder that its bid has been accepted.
- b. The notification of award will constitute the formation of Letter of Intent.

8.3 Signing of Contract

- a. At the same time as Odisha Police notifies the successful Bidder that its bid has been accepted, Odisha Police will send the Bidder the Contract Form, incorporating all agreements between the parties.
- b. Within 7 days of letter of award of contract, the successful Bidder shall sign and date the Contract agreement and return it to Odisha Police.
- c. The main terms and conditions of the contract are outlined in **Section 9– Contract terms and conditions**.

8.4 Performance Bank Guarantee

- a. Within 7 days of letter of award of contract, the successful Bidder shall furnish the performance bank guarantee in accordance with the Conditions of Contract, in the Performance Guarantee Bond prescribed in the RFP.
- b. This Performance Bank Guarantee will be equal to 3% of the awarded contract value in the form of bank guarantee which shall be submitted by the successful bidder for signing the contract.
- c. All incidental charges whatsoever such as premium; commission etc. with respect to the performance bank guarantee shall be borne by the bidder.
- d. Upon the successful Bidder furnishing of Performance bank guarantee, Odisha Police will promptly notify each unsuccessful Bidder and will discharge its bid security.
- e. Failure of the successful Bidder to provide the performance bank guarantee within the stipulated time shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.
- f. The performance bank guarantee shall be valid till 6 months post completion of the contract period.
- g. The performance bank guarantee may be discharged/ returned after the above-mentioned period by Odisha Police upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the performance bank guarantee.
- h. Odisha Police shall notify the bidder in writing of the exercise of its right to receive any compensation indicating the contractual obligation(s) for which the bidder is in

default and the bidder will have to pay it within 15 days of the notice date. Odisha Police decision in this respect will be final.

- i. Odisha Police shall also be entitled to make recoveries from the bidder's bills, performance bank guarantee, or from any other amount due to him, an equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.
- j. In case the project is delayed beyond the project schedule as mentioned in this RFP, for the reasons attributable to the SIP, the performance bank guarantee shall be accordingly extended by the SIP for the duration equivalent to the delays caused in the project.

8.5 Failure to agree with the Terms & Conditions of the RFP

Failure of the successful Bidder to comply with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event Odisha Police may award the Contract to the next best evaluated Bidder or call for new bids.

8.6 Costs till successful completion

Any costs associated by the bidder from the receipt of Contract till the successful implementation of software and maintenance phase shall be borne by the bidder and no additional costs shall be paid by Odisha Police.

9. Contract Terms & Conditions

9.1 Duration of the Contract

The Contract shall remain valid for a period of ONE year from the Date of signing of agreement and Odisha Police shall extend the contract for a further term based on mutual consent on the same terms and conditions stipulated herein or on such terms and conditions as may be agreed upon by the parties at that time. The SIP shall extend the PBG accordingly, in case of a successful extension of Contract period. The SLAs shall prevail during the extension of the Contract as well.

9.2 Failure to abide by the Agreement

The conditions stipulated in the RFP and agreement shall be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice to the rights of Odisha Police with such penalties as specified in the RFP and the Agreement.

9.3 Concessions permissible under statutes

Bidder, while quoting against this tender, must take cognizance of all concessions permissible under the statutes including the benefit under Central Sale Tax Act, 1956, failing which it will have to bear extra cost where bidder does not avail concessional rates of levies like customs duty, excise duty, sales tax, etc. The Odisha Police will not take any responsibility towards this.

9.4 Arbitration

- a. Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, at anytime in connection with construction, meaning, operation, effect, interpretation or out of the contract or breach thereof, the same shall be decided by Sole Arbitrator to be appointed by Odisha Police.
- b. If the Arbitrator so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, another Arbitrator shall be appointed by Odisha

Police. The Arbitrator so appointed shall proceed with the reference from the stage, where his predecessor had left if both parties consent for the same, otherwise, he shall proceed de novo. It is a term of the contract that the party invoking Arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter. It is also a term of the contract that neither party to the contract shall be entitled to seek interest and the arbitrator should not grant interest.

- c. The Arbitral Tribunal shall give reasoned award and the same shall be final, conclusive and binding on the parties. The venue of the arbitration shall be at Cuttack, Odisha and language will be English. Fees of the Arbitrator and expenses incidental to the arbitration proceedings shall be borne equally by the parties. Subject to as aforesaid, the provisions of Arbitration and Conciliation Act, 1996 and any statutory modifications or re- enactment in lieu thereof shall apply to the arbitration proceedings under this Clause.
- d. If any dispute, difference, questions or disagreement arises between the parties hereto or their respective representatives or assign the same shall be subject to jurisdiction of the Courts in Cuttack.

9.5 Governing Language

The Contract shall be written in English. All correspondence and other documents pertaining to the Contract, which the parties exchange, shall be written in same language.

9.6 Taxes & Duties

Bidder is liable for all taxes and duties etc. Bidder shall maintain adequate books and records in connection with Contract and shall make them available for inspection by Odisha Police or any agency authorized by it during the terms of Contract until expiry of the performance guarantee.

9.7 Termination of Contract

Odisha Police may terminate this Contract by giving the SIP a prior and written notice indicating its intention to terminate the Contract under the following circumstances:

- a. In the event of an order of winding up passed by any High Court of India under Section 433 of the Companies Act, 1956.
- b. Where Odisha Police is of the opinion that there has been such Event of Default on the part of the SIP which
- c. would make it proper and necessary to terminate this Contract and may include failure on the part of the SIP to respect any of its commitments with regard to any part of its obligations under its Bid, the RFP or under the Contract.
- d. Where it comes to Odisha Police attention that the SIP is in a position of actual conflict of interest with the interests of Odisha Police, in relation to any of terms of the SIPs Bid, the RFP or the Contract
- e. Where the SIPs ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against the SIP, any failure by the SIP to pay any of its dues to its creditors, of any winding up proceedings against the SIP or the happening of any such events that are adverse to the commercial viability of the SIP. SIP shall in the event of an apprehension of bankruptcy immediately inform Odisha Police about such a development. In the event of the happening of any events of the above nature, Odisha Police shall reserve the right to take any steps as are necessary, to ensure effective transition of the project to a successor SIP, and to ensure business continuity.

- f. Termination for Insolvency: Odisha Police may at any time terminate the Contract by giving written notice with a notice period of 7 days to the SIP, if the SIP becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the SIP, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to Odisha Police.
- g. Termination for Convenience: Odisha Police may by written Notice, with a Notice period of seven days sent to the SIP, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for Odisha Police convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. On termination, the SIP is not entitled to any compensation whatsoever.

9.8 Breach and Rectification

- a. In the event that either Party believes that the other is in Material Breach of its obligations under this Contract, such aggrieved Party may terminate this Contract upon notice to the other Party. Any notice served pursuant to this Article shall give reasonable details of the Material Breach, which could include the following events and the termination will become effective:
 - b. If there is Breach which translates into default in providing Services by the SIP as per Section 3 of the Implementation SLAs forming part of this RFP, continuously for more than one week, then Odisha Police will levy the applicable penalties as per Section 3. In case the Material Breach continues Odisha Police will have the option to terminate the Contract as per conditions laid out in Section 9.7.
 - c. Because time is the essence of the contract, in case, for reasons prima facie attributable to the SIP, there is a delay of more than 60 days in deployment of manpower by the SIP, Odisha Police may terminate this Contract after affording a reasonable opportunity to the Partner to explain the circumstances leading to such a delay. Further, Odisha Police may also invoke the Performance Guarantee of the SIP as per clauses specified in Section 3 on SLAs. However, Odisha Police would have the power to condone any reasonable delay but with sufficient reasons.
 - d. In the event of breach of any other terms or conditions of this Contract by the SIP, Odisha Police shall provide the SIP 15 days to rectify or remedy the breach. In the event, the SIP is unable to rectify or remedy the breach within the aforementioned period, Odisha Police shall be entitled to terminate this Contract and forfeit the Performance Bank Guarantee.
 - e. Where a change of management of the SIP organization has occurred whereby the organization has merged, amalgamated or been taken over, due to which the majority shareholding of the SIP has been transferred to another entity, Odisha Police can by 60 days written notice, terminate this Contract.

9.9 Consequences of Termination

- a. In the event of termination of this Contract due to any cause whatsoever, whether consequent to the stipulated Term of the Contract or otherwise] Odisha Police 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 of the project which the SIP shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and

- further allow the successor SIP to take over the obligations of the erstwhile SIP in relation to the execution/continued execution of the scope of this Contract.
- b. 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 Odisha Police, 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 SIP, the SIP herein shall be obliged to provide all such assistance to the successor SIP or any other person as may be required and as Odisha Police may specify including training, where the successor(s) is a representative/personnel of Odisha Police to enable the successor to adequately provide the Services hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the Term/earlier termination hereof. It is clarified that such assistance will be for services which are within the purview of Scope of Work and payment for such services, which are specified by Odisha Police, will be made on the same terms as being done for such services by Odisha Police as part of the Scope of Work.
- c. Where the termination of the Contract is prior to its stipulated term on account of a Default on the part of the SIP or due to the fact that the survival of the SIP as an independent corporate entity is threatened/has ceased, Odisha Police shall pay the SIP for that part of the Services which have been authorized by Odisha Police and satisfactorily performed by the SIP up to the date of termination. Without prejudice any other rights, Odisha Police may retain such amounts from the payment due and payable by Odisha Police to the SIP as may be required to offset any losses caused to Odisha Police as a result of any act/omissions of the SIP. In case of any loss or damage due to default on the part of the SIP in performing any of its obligations with regard to executing the scope of work under this Contract, the SIP shall compensate Odisha Police for any such loss, damages or other costs, incurred by Odisha Police. The due payment to SIP in such case shall be agreed mutually between Odisha Police and SIP, failing which, through Arbitration. Additionally, the other members of its team shall perform all its obligations and responsibilities under this Contract in an identical manner as were being performed before the collapse of the SIP as described above in order to execute an effective transition and to maintain business continuity. All third parties shall continue to perform all/any functions as stipulated by Odisha Police and as may be proper and necessary to execute the scope of work under the Contract interim so the SIP Bid, the RFP and this Contract.
- d. Odisha Police, as per case (c) above shall be entitled to, for the period of delay or default, levy or impose penalties as prescribed and stipulated in Section 3 of the SLAs forming part of this RFP. In the event of non-payment of penalty payable by the SIP in terms of and in accordance with this Section 9.7.1 (d) Odisha Police shall be entitled to:
- Adjust the amount payable as penalty with the payment due to the SIP under the Contract.
 - After the adjustment made pursuant to Section 9.7.1 (d) (i) if the penalty payable is higher than the payment due to the SIP, Odisha Police shall be entitled to invoke the PBG provided under this Agreement.
- e. Nothing herein shall restrict the right of Odisha Police to invoke the Bank Guarantee and other Guarantees furnished hereunder and pursue such other rights and/or remedies that may be available to Odisha Police under law.
- f. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of this Contract that are expressly or by implication intended to come into or continue in force on or after such termination.
- g. In all cases above Exit Management clauses should be complied by all parties.

9.10 Right of Monitoring, Inspection and Periodic Audit

Odisha Police reserves the right to inspect and monitor/assess the performance of the SIP at any time during the course of the Contract, after providing due notice. Odisha Police may demand and upon such demand being made Odisha Police shall be provided with any document, data, material or any other information which it may require to enable it to assess the progress of the project.

9.11 Suspension of Work

- a. The SIP shall, if ordered in writing by Odisha Police's Representative, temporarily suspend the works or any part thereof for such a period and such a time as ordered. The SIP shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the Works as aforesaid. An extension of time for completion corresponding with the delay caused by any such suspension of the works as aforesaid shall be granted to the SIP, if request for same is made and that the suspension was not consequent to any default or failure on the part of the SIP.
- b. In the event that Odisha Police suspends the progress of work for any reason not attributable to the SIP for a period in excess of 30 days in aggregate, rendering the SIP to extend his performance guarantee then Odisha Police shall bear only the cost of extension of such bank guarantee for such extended period restricted to the normal bank rates as applicable in the international banking procedures subject to the SIP producing the requisite evidence from the bank concerned.
- c. In case the suspension of works is not consequent to any default or failure on the part of the SIP and lasts for a period of more than 2 months, the SIP shall have the option to request Odisha Police to terminate the Contract with mutual consent.

9.12 Quality of Manpower

If the performance of any SIP personnel is not found satisfactory, Odisha Police shall have the right to ask the bidder to change immediately the concerned personnel by giving one-month notice. The SIP shall provide a replacement within this period.

9.13 Contract Amendments

- a. Odisha Police may at any time, by a written order given to the Bidder, make changes to the scope of the Contract as specified.
- b. If any such change causes an increase or decrease in the cost of or the time required for the SIP's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Value or time schedule, or both, and the Contract shall accordingly be amended. Any claims by the SIP for adjustment under this Clause must be asserted within thirty (30) days from the date of the SIP receipt of Odisha Police equichanged order.
- c. Change requests may be considered only up to 25% of the contract value for any increase in scope.

9.14 Limitation of Liability

- a. Neither party shall be liable to the other for any special, indirect, incidental, consequential (including loss of profit or revenue), exemplary or punitive damages whether in contract or to the theories of law, even if such party has been advised of the possibility of such damages.
- b. The total cumulative liability of either party arising from or relating to this Agreement shall not exceed the contract value provided, however, that this limitation shall not apply to any liability for damages arising from

- (a) willful misconduct or
- (b) indemnification against third party claims for infringement.

9.15 Pre-existing Intellectual Property of Bidder and Third Party IPR

- a. Odisha Police acknowledges that in performing Services under this Agreement, SIP may use its proprietary materials including without limitation any software (or any part or component thereof), tools, methodology, processes, ideas, know-how and technology that are or were developed or owned by SIP prior to or independent of the Services performed hereunder or any improvements, enhancements, modifications or customization made thereto as part of or in the course of performing the Services hereunder (SI Pre- Existing IP). Notwithstanding anything to the contrary contained in this Agreement, SIP shall continue to retain all the ownership, the rights title and interests to all SIP Pre-Existing IP and nothing contained herein shall be construed as preventing or restricting SIP from using SIP Pre-Existing IP in any manner.
- b. Similarly, all the Intellectual Property Rights (IPR) in the third party software used in providing services including those forming part of or incorporated into the deliverables shall remain with the respective third party owners/ SIP licensor and Odisha Police shall have user rights in accordance with end user license agreement as applicable to use and retention of such software.

9.16 Payment Procedure

All invoices and bills will be raised by Bidder as per the Payment Terms and will become due for payment within thirty(30) days of presentation.

9.17 Force Majeure

- a. Neither Party to this Agreement shall be liable to the other for any loss or damage which may be suffered by the other due (directly) to the extent and for the duration of any cause beyond the reasonable control of the Party unable to perform ("Force Majeure") events such as but not limited to acts of God not confined to the premises of the Party claiming the Force Majeure, flood, drought, lightning or fire, earthquakes, strike, lockouts beyond its control, labour disturbance not caused at the instance of the Party claiming Force Majeure, acts of Government or other competent authority, war, terrorist activities, military operations, riots, epidemics, civil commotions etc. No failure, delay or other default of any contractor or sub-contractor to either Party shall entitle such Party to claim Force Majeure under this Article.
- b. The Party seeking to rely on Force Majeure shall promptly, within 7 days of the start of the Force Majeure event, notify the other Party of the occurrence of a Force Majeure event as a condition precedent to the availability of this defence with particulars detail in writing to the other Party and shall demonstrate that it has and is taking all reasonable measures to mitigate the events of Force Majeure. Those services/obligations which do not come under such claims of Force Majeure should continue to be fulfilled as per the contract agreement during this period.

9.18 Confidentiality

- a. The SIP shall not, without prior written consent from Odisha Police, disclose the Contract, or any provision thereof, or any specification, application design, plan, drawing, pattern, sample or information furnished by or on behalf of this contract in connection therewith, to any person other than a person employed by the SIP in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.
- b. Strict confidentiality shall be maintained at all stages of processing and finalization of examination results. No information of any kind should be leaked out directly or indirectly to any unauthorized person. Any such action will lead to blacklisting of the vendor without notice and also initiation of appropriate legal action.
- c. The SIP shall not, without prior written consent of Odisha Police, make use of any document or information, except for purposes of performing the Contract. All related document issued by Odisha Police, other than the Contract itself, shall remain the property of the Odisha Police and shall be returned (in all copies) to Odisha Police on completion of the Contract.
- d. The SIP shall notify Odisha Police promptly if it is aware of any disclosure of the Information otherwise than as permitted by this Contract or with the authority of Odisha Police.
- e. The obligations of confidentiality under this section shall be for life time i.e. even after the completion or termination of the contract.
- f. The SIP, its agent or its employee shall not remove any information which might have come to its custody during the discharge of its obligation under the contract through any means like, but not limited to, email, CD, DVD, Pen Drive, Hard Disk or printed form without the specific written permission of Odisha Police.
- g. The SIP shall be liable to fully recompense Odisha Police for any loss of revenue arising from breach of confidentiality. The Odisha Police reserves the right to adopt legal proceedings, civil or criminal, against the SIP in relation to a dispute arising out of breach of obligation by the SIP under this clause.
- h. The SIP shall sign a Non-Disclosure Agreement (NDA) with Odisha Police. The SIP and its antecedents shall be bound by the NDA. The SIP will be held responsible for any breach of the NDA by its antecedents or delegates.
- i. This restriction does not limit the right to use information
 1. Becomes generally known to the public without violation of this Proposal.
 2. Is independently developed by the SIP without the use of such information and without the participation of individuals who have had access to such information.
 3. Is required to be provided under any law, or process of law duly executed.

9.19 Replacement of Personnel

The SIP shall strive to retain the personnel at the specified location during the period of agreement. Any employee intending to leave the SIP organization shall be required to give an advance notice of 30 days, within which time the SIP shall recruit and position a substitute with equivalent or higher qualifications and experience.

10. Code of Integrity

No official of a procuring entity or a bidder shall act in contravention of the codes which includes 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 misinterpretation 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 anti-competitive behavior that may impair the transparency, fairness and the progress of the procurement process.
 - d. Improper use of information provided by the procuring entity with an intent to gain unfair advantage in the procurement process or for personal gain.
 - e. Any financial or business transaction between the bidder and any official of the procuring entity related to tender of execution of process of contract; which can affect the decision of the procuring entity directly or indirectly.
 - f. Any coercion or 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;
 - i. Disclosure of conflict in interest.
 - ii. Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause 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 violation, the procuring entity, after giving a reasonable opportunity of being heard, comes to the conclusion that a bidder or prospective bidder, as the case may be, has contravened the code of integrity, may take appropriate measures.

11. Appendices

Appendix –I (Format- Letter of Undertaking)

(To be submitted on letter head of the responding firm)

{Place}
{Date}

To,
A.I.G. of Police, (Provisioning),
Odisha Police,
Cuttack Pin-
753001

Subject: Facilitating Conduct of OMR Based Recruitment Examinations/PMT / PET
Reference: Tender No :<RFP REFERENCE NUMBER>Dated <DD/MM/YYYY>

Sir,

I have read and examined in detail this Request For Proposal (RFP) document and I do hereby propose to provide the services as specified in the RFP, RFP document number <RFP REFERENCE NUMBER> Dated <DD/MM/YYYY>along with the following:

1. EARNEST MONEY DEPOSIT (EMD)

The bidder will submit the bid declaration form as per Appendix -XII.

2. DEVIATIONS

We declare that all the services shall be performed strictly in the accordance with the tender document and no deviation from the tender document will be accepted:

3. CONTRACT PERFORMANCE GUARANTEE BOND

We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee bond in the form prescribed in the RFP, and as per the General Terms and Conditions of Contract of this RFP.

4. BID VAILIDITY PERIOD

We agree to abide by this bid for a period of 180 days after the date fixed for bid opening or for any further period for which bid validity has been extended and it shall remain binding upon us and Bid may be accepted at any time before the expiration of that period.

5. Declaration: -

- a. We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.
- b. We understand that our bid is binding onus and that you are not bound to accept any bid you receive.
- c. We agree to abide by all the terms and conditions of this RFP and to fulfill all obligations arising out of this RFP document.

Thankingyou,

Yoursfaithfully,

(Signature of the Bidder)

Selection of System Implementation Partner (SIP) for Facilitating Conduct of OMR Based Written Examination, Physical Measurement Test & Physical Efficiency Test for Combined Recruitment of Group-B Posts of Odisha Police, Prison and Fire Services

Printed
Name
Designation

Seal Date:

Business Address:

Appendix-II (Format - Previous Experience – Project Details)

(To be submitted on letter head of the responding firm)

Please provide details of past experience of projects the bidder organization has carried out in the format provided below along with the required certificate/documents for proof:

PROJECTDETAILS		
AssignmentName:		
Location:		No. of OMR Based examinationscompleted:
NameofClient:		Number of candidates for whom theOMRBasedexaminationswerecoonducted:
Address:		
StartDateofContract(Month/Year):	Start Date ofO & MPhase(Month /Year):	Approx.Value ofexaminations conducted(Rs.):
NameofConsortiumPartners,ifany:		No. of individual geographical locations inwhich OMR Based examinations iscarriedout
NarrativeDescriptionofProject:		
DescriptionofActualServicesProvidedbySIP:		
Pleaseattachthefollowingforeachreference <ul style="list-style-type: none"> ▪ PurchaseOrderclearlystatingthescopeofwork ▪ LetterofSuccessfulcompletionorletterofongoingstatus,whicheverisapplicablefrom the client any other document stating the scope of work along with above mentionedones. 		

Appendix–III (Format- Litigation details)

(To be submitted on letterhead of the responding firm)

Please provide details of any major litigation(s) the Bidder is involved in, or has been involved in, for the last three years, that may have an impact or compromise the delivery of services as required under this contract:

Sl. No.	Party in dispute with	Year of initiation of dispute	Detailed description of dispute	Resolution	Documentary Proof
1					
..					

Appendix-IV(Performance Bank Guarantee (from a Nationalized Bank)

(To be submitted on letterhead of the responding firm)

Ref.No.

Bank Guarantee No
Dated

To,
A.I.G.of Police,(Provisioning),
Odisha Police,Cuttack .
Pin-753001

1. Against contract vide Advance Acceptance of the Tender covering "RFP for....."(hereinafter called the said 'contract') entered into between the _____,(hereinafter called the Purchaser) and (hereinafter called the Bidder) this is to certify that at the request of the Bidder we Bank Ltd., are holding in trust in favour of the Purchaser, the amount of (write the sum here in words) to indemnify and keep indemnified the Purchaser against any loss or damage that may be caused to or suffered by the Purchaser by reason of any breach by the Bidder of any of the terms and conditions of the said contract and/or in the performance thereof. We agree that the decision of the Purchaser, whether any breach of any of the terms and conditions of the said contract and/or in the performance thereof has been committed by the Bidder and the amount of loss or damage that has been caused or suffered by the Purchaser shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Purchaser.
2. We Bank Ltd, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said contract by the Bidder i.e till _____ hereinafter called the said date and that if any claim accrues or arises against us _____ Bank Ltd, by virtue of this guarantee before the said date, then the same shall be enforceable against us _____ Bank Ltd, notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us _____ Bank Ltd, by the Purchaser before the said date.
Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the Purchaser.
3. It is fully understood that this guarantee is effective from the date of the said contract and that we _____ Bank Ltd, undertake not to revoke this guarantee during its currency without the consent in writing of the Purchaser.
4. We undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Bidder in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present bond being absolute and unequivocal.
5. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Bidder shall have no claim against us for making such payment.
6. We _____ Bank Ltd, further agree that the Purchaser shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Bidder from time to time or to postpone for any time or from time to time any of the

powers exercisable by the Purchaser against the said Bidder and toforebear or enforce any of thetermsandconditionsrelatingto the saidcontractandwe, Bank Ltd., shall not be released from our liability under this guarantee by reason of any such variation or extensionbeing granted to the said Bidder or for any forbearance by the Purchaser to the said Bidder or for any forbearance andor omission on the part of the Purchaser or any other matter or thing whatsoever, which under the law relating to sureties,would, butfor thisprovisionhave theeffectofsoreleasingusfromourliabilityunderthis guarantee.

- 7. ThisguaranteewillnotbedischargedduetothechangeintheconstitutionoftheBankortheBidder.

WITNESSNO.1

e

(Signature)

Fullnameandofficial

Address(inlegibleletters)

kstamp

AuthorizedBankRepresentativ

(Signature)

Fullname,designationand

address(inlegibleletters)withBan

WITNESSNO.2

(Signature)

Fullnameandofficial

Address(inlegibleletters)

AuthorizedBankRepresentative

(Signature)

Attorneyasperpower

AttorneyNo.....

Dated.....

Appendix-V (Master Service Agreement)

(To be executed on Rs. 100/- Non-Judicial Stamp Paper bought in.....)

This **AGREEMENT** is entered into at **Cuttack** on the day of 2024 between "**Odisha Police**" (which term shall mean and include its Successors and permitted assigns) AND

_____ a company registered under the Companies Act, 1956 having its registered office at

_____ hereinafter referred to as the "Successful Bidder" (which terms shall mean and include its successors and permitted signs)

Whereas Odisha Police invited a RFP vide RFP Ref:

_____ for selecting Implementation Partner for facilitating conduct of OMR based recruitment examinations as per the Scope of Work clause prescribed in the RFP document.

Whereas Odisha Police and the Successful Bidder in pursuance thereof have arrived at the following terms and conditions:

1. This Contract shall remain in force during the Contract period as per the Deliverables and Scope of work from the date of signing of this Contract. Odisha Police may renew/ extend the contract for a further term based on mutual consent on the same terms and conditions stipulated herein or on such terms and conditions as may be agreed upon by the parties at that time.
2. The Successful Bidder agrees to deliver the services as per the scope indicated in RFP Scope of work of this RFP within the stipulated period prescribed by Odisha Police at the cost arrived as per commercial bid. This cost is firm and not subject to enhancement.
3. The Contractor any part share of interest in it shall not be transferred or assigned by the Successful Bidder directly or indirectly to person or persons whomsoever without the prior written consent of Odisha Police.
4. Neither Odisha Police nor the Successful Bidder shall be liable to the other for any delay or failure in the performance of their respective obligations due to causes, contingencies beyond the reasonable controls such as:-
 - a. Natural phenomenon including but not limited to earthquakes, floods and epidemics.
 - b. Act of any Government authority domestic or foreign including but not limited to war, declared or undeclared.
 - c. Accidents or disruptions including, but not limited to fire and explosions.
5. The RFP document in relation to this RFP shall be deemed to form and be read and construed as part of this Contract. The RFP enclosures, the offer submitted by the Successful Bidder, the negotiated and finalized Terms and Conditions and the Work Order respectively will form part of this contract. Wherever the offer conditions furnished by the Successful Bidder are at variance with conditions of this contract or conditions stipulated in the RFP document, the final negotiated offer conditions shall prevail over the RFP conditions furnished by the Successful Bidder.
6. Liquidated Damages (LD)
 1. The Bidder must strictly adhere to the implementation schedule, specified in the purchase order / contract issued by Odisha Police to the successful Bidder for performance of the obligations arising out of the Work order and any delay will enable Odisha Police to resort to any or both of the following:
 - a. Claim liquidated damages as per the Service Level Agreement mentioned in RFP- Technical Bid for delay and the Maximum LD applicable is 10%. However, LD clause will not be applicable if the delay is not due to issues related to the vendor.
 - b. In case of the termination of the purchase order/contract by Odisha Police due to non-

- performanceoftheobligationsarising outofthepurchaseorder,theEarnestMoneyDeposit/SecurityDeposit willbeforfeited.
2. In addition, Odisha Police reserves the right to award the work to any other party/ parties and the loss/ expensesincurredthereafter willberecoveredfromtheSuccessfulBidder.
 3. Penalty will be levied if the Assigned work has not been completed in full within the stipulated period subject to ForceMajeureconditions.
7. The RFP Schedule enclosures, the detailed final offer of the Successful Bidder and the purchase orders will form part of thiscontract. Wherever the offer conditions furnished by the Successful Bidder are at variance with conditions of this contractor conditions stipulated in the purchase order, the latter shall prevail over the offer conditions furnished by the SuccessfulBidder.
 8. Notwithstanding anything contained in the penalty clause, Odisha Police reserves the right to blacklist theSuccessfulBidderfrom taking part in any of the procurement operations of Odisha Police for a minimum period of three years from the dateof blacklisting for failure to carryout supply in time or according to the quality and quantity prescribed or any such similarreasons. This penalty shall be over and above all other penalties. Such bidders would be automatically banned for 3 yearsfromtakingpartinOdishaPolice'sRFPs.

9. PaymentTerms

- a. There shall be no provision of advance payments. 100% payment shall be made after successful completion of the full recruitmentprocessforeachpost.SecurityDeposit/PerformanceSecurityshallbereleasedonlyafter6monthsfromsuccessfulcompletionofcontract.
 - b. Any payment due to the successful bidder will be released within 30 (thirty) days from the date of receipt of bills alongwithacceptancefrom Odisha Police.
 - c. The TDS amount, Penalty if any, will be deducted in the payment due to the successful bidder. The Taxes as applicableduring the contract period as specified in the RFP will be paid by Odisha Police. In case, the Taxes have been reducedretrospectively,thesuccessful biddershallbe liabletoreturnthesametoOdisha Police.
 - d. ThesuccessfulbiddershallhavefullandexclusiveliabilityforpaymentofallTaxesandotherstatutory payment payable under any or all of the Statutes/Laws/Acts etc. now or hereafter imposed to the respective statutory authorities.OdishaPolicewillnotberesponsible orliablefordefaultonpaymentoftaxestothe statutory authorities.
10. TheSuccessfulBiddershallbeliableand/orresponsibleforthe complianceofallStatutoryProvisions, especiallythoserelatingtoUserLawsinrespectofthisContract.
 11. Anynoticefromonepartytotheothergivenorrequiredtobegivenhereundershallbegivenbyeither:
 - a. Mailingthesamebyregisteredmail,postageprepaid,returnreceiptrequested;or
 - b. Having the same delivered by courier with receipt acknowledged at the address set forth above or with otheraddresses and to the attentions of such other person or persons as may hereafter be designated by like noticehereunder and any such notice shall be deemed to have been served if sent by post on the date when in theordinary course of post, it would have been delivered at theaddresses to which it was sent or if delivered bycourieronthedateofacknowledgementofreceipt.
 12. In case of breach of any of the conditions of the contract by the Successful Bidder during the contract period, Odisha Policereservestherighttorecovercosts/liabilitiesarisingdirectlyduetosuchbreachfromtheSuccessful Bidder.
 13. IncaseofPoliticaluncertainty,examinationsmaynotbeconductedbyOdishaPoliceforacertainperiod.
 14. TerminationofContract

1. TerminationforDefault

- a. Odisha Police may without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of seven days, sent to the Successful Bidder, terminate the contract in whole or part, (i) if the Successful Bidder fails to complete any or all of the works within the time period(s) specified in the Contract, or fails to complete the items of work as per the Completion Schedule or within any extension hereof granted by Odisha Police; or (ii) if the Successful Bidder fails to perform any of the obligation(s) under the contract; or (iii) if the Successful Bidder, in the judgment of Odisha Police, has engaged in fraudulent and corrupt practices in competing for or in executing the Contract.
- b. In the event of Odisha Police terminating the Contract in whole or in part, Odisha Police may procure, upon terms and in such manner as it deems appropriate, the services similar to those delivered and the Successful Bidder shall be liable to Odisha Police for any additional costs for such similar goods. However, the Successful Bidder shall continue the performance of the contract to the extent not terminated.

2. Termination of Insolvency

Odisha Police may at any time terminate the Contract by giving written notice with a notice period of 7 days to the Successful Bidder, if the Successful Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Successful Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue hereafter to Odisha Police.

3. Termination of Convenience

Odisha Police may by written Notice, with a Notice period of seven days sent to the Successful Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for Odisha Police convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. On termination, the Successful Bidder is not entitled to any compensation whatsoever.

15. Any notice to the successful Bidder shall be deemed to be sufficiently served, if given or left in writing at the last known place of abode or business.
16. Odisha Police reserves the right to cancel the order(s) and to terminate the contract in the event of short performance or non-performance of the Successful Bidder.
17. Arbitration and Jurisdiction

- a. Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or out of the contract or breach thereof, the same shall be decided by Sole Arbitrator to be appointed by Odisha Police.
- b. If the Arbitrator so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, another Arbitrator shall be appointed by Odisha Police. The Arbitrator so appointed shall proceed with the reference from the stage, where his predecessor had left if both parties consent for the same, otherwise, he shall proceed de novo. It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter. It is also a term of the contract that neither party to the contract shall be entitled to seek interest and the arbitrator should not grant interest.
- c. The Arbitral Tribunal shall give reasoned award and the same shall be final, conclusive

and binding on the parties. The venue of the arbitration shall be Cuttack and language will be English. Fees of the Arbitrator and expenses incidental to the arbitration proceedings shall be borne equally by the parties. Subject to as aforesaid, the provisions of Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment in lieu thereof shall apply to the arbitration proceedings under this Clause.

d. Subject to above, the Courts in Cuttack alone shall have jurisdiction in this matter.

In Witness whereof the parties hereto have signed on the day, month and year above written in the presence of

For and on behalf of Successful Bidder	For and on behalf of Odisha Police
Witness	Witness
Witness	Witness

****Note: - The final Service Contract amount/price shall be decided after the generation of all successful and valid admit cards of the applicants with discussion with the competent authority.**

Appendix–VI (Non-Disclosure Agreement)

This AGREEMENT (hereinafter called the “Agreement”) is made on the [day] day of the month of [month], [year], between, Odisha Police, on the one hand, (hereinafter called the “Purchaser”) and, on the other hand, [Name] of the SIP (hereinafter called the “Operator”) having its registered office at [Address]

WHEREAS

- a. the “Purchaser” has issued a public notice inviting various organizations to [Name of the Proj]
- b. the Operator, having represented to the “Purchaser” that has been selected after the evaluation in the proposed Project, The Purchaser and the Operator agree as follows:
 - 1. The Operator to whom this Information (Any information that is provided or obtained during the execution of contract is provided/disclosed/obtained shall:
 - a. Hold such Information in confidence with the same degree of care with which the Operator protects its own confidential and proprietary information.
 - b. Restrict disclosure of the Information solely to its employees, agents and contractors with a need to know such Information and advise those persons of their obligations hereunder with respect to such Information;
 - c. Use the Information only as needed for the purpose of execution for the Project;
 - d. Except for the purpose of execution of the Project, not copy or otherwise duplicate such Information or knowingly allow anyone else to copy or otherwise duplicate such Information; and
 - e. Undertake to document the number of copies it makes on completion of the Contract and in case unsuccessful, promptly return to the Purchaser, all Information in a tangible form or certify to the Purchaser that it has destroyed such Information.
 - 2. The Agreement shall apply to all Information relating to the Project disclosed by the Purchaser to the Bidder under this Agreement.
 - 3. Nothing contained in this Agreement shall be construed as granting or conferring rights of license or otherwise, to the Operator, in any of the Information.
 - 4. This Agreement shall benefit and be binding upon the Purchaser and the Bidder and their respective subsidiaries, affiliates, successors and assigns.
 - 5. This Agreement shall be governed by and construed in accordance with the Indian laws.
 - 6. The Operator shall have no obligation to preserve the confidential or proprietary nature of any Information which:
 - a. Was previously known to the Operator free of any obligation to keep it confidential at the time of its disclosure as evidenced by the Bidder’s written records prepared prior to such disclosure; or
 - b. Is or becomes publicly known through now wrongful act of the Operator; or
 - c. Is independently developed by an employee, agent or contractor of the Operator not associated with the Project and who did not have any direct or indirect access to the Information.

**For and on behalf of the
Bidder (Signature)
(Name of the Authorized
Signatory)**

Appendix–VII (Format- Self-Declaration: Not Backlisted)

(To be submitted on letterhead of the responding firm)

To,
A.I.G. of Police, (Provisioning),

Odisha
a
Police
e
Pin-753001

Sub: Self Declaration for not Blacklisted

Sir,

In response to the RFP No.: _____ -
for RFP titled "Request for Proposal (RFP) for Selection of System Implementation Partner (SIP) for facilitating conduct of OMR Based Recruitment Examinations (OMRE)/PMT/PET for SI & equivalent rank (CPSE), Odisha Police", as an owner/ partner/Director of (organization name) _____ I/We hereby declare that presently your Company/ firm is not under declaration of ineligible for corrupt & fraudulent practices, blacklisted either indefinitely or for a particular period of time, or had work withdrawn, by any State/ Central government/ PSU. If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Thanking you,

Signature (Authorized Signatory)

Seal:

Date:

Place:

Name of the Bidder

Appendix–VIII (PatternofExamination)

	Written test	Mark	MeasurementofPhysicalStandard				PhysicalEfficiencyTest(PET)	NCCCertificateMark			
			Category	Height(cm)	Weight(kg)	Chest(cm)		A	B	C	
Group-BPostsOfOdishaPolice,OdishaPrisonServiceand OdishaFireService	Subject	Mark					a)1.6 KMS RunMen-8 MinsWom en-10Mins. b). Long Jump(3 attempts) Men-3.6 mtrsWome n-2.7mtrs.				
						Un exp	ex p	Qualifying	1	2	3
			UR/ SEBC(M)	16 8	55	79	8 4				
			UR/ SEBC(W)	15 5	47. 5				
			SC/ST (M)	16 3	50	76	8 1				
			SC/ST (W)	15 0	45				
	Paper I (General English &OdiaLa nguage)	100									
	Paper II (GeneralS tudies)	200									

A) OMRE

Alleligiblecandidatesafterscrutinyoftheonlineapplicationformwillappearin the
Written Test (OMR)

The details of OMRE to be conducted for various posts is indicated here under.

For the Post of SI/SI(Armed)/Asst Jailer - 2 Papers comprising of the following

- Paper 1-100 Marks
- Paper 2-200 Marks

In case of Station Officer there will be one more Technical Paper (physics & Chemistry) of 200 Marks (180 minutes) in addition to the above 2 papers.

B) Measurement of Physical Standards and PET

Meritorious Candidates equal to seven times the number of vacancies advertised based on the marks obtained in OMRE, would be called for Measurement of Physical Standards and participate in the Physical Efficient Tests. Further, for Fire Station Officer additional Physical Events will be there.

Appendix – IXA (Format- Commercial Bid Covering letter)

(To be submitted on letterhead of the responding firm)

To
A.I.G.of Police,(Provisioning),
Odisha Police, Cuttack.
Pin-753001

Sub: Commercial Bid Submission on facilitating
Conduct of OMR Based Recruitment Examination & PMT/PET (CPSE-2024) for Odisha Police

Sir,

We, the undersigned, offer to provide the service for _____ facilitating conduct _____ of
"OMR Based Recruitment Examinations (OMRE) for Odisha Police", as per RFP No.: __dt
_____ and our Proposal (Technical and
Financial Proposals).

Our attached Financial Proposal is

For Portal Development, Online Application Management, preparation and printing for OMRE with
three question papers, evaluation of answered OMR Sheet, question paper preparation, providing
IT support for PMT, PET, tabulation of marks, generation of attendance sheets/event sheets for
PMT, PET, final result for CPSE-2024.

For sum of Rs.

_____ per candidate (exclusive of any taxes or duties
)

1. PRICE AND VALIDITY

All the prices mentioned in our Tender are in accordance with the terms as specified in the RFP documents. _____ The offers submitted by us would be valid for a period of 180 days from the last date of submission of Tender. However, validity of the price bid will be for entire contract period. We hereby confirm that our prices include _____ the _____ taxes _____ and _____ duties _____ as _____ applicable. We understand that the actual payment would be made as per the existing tax rates during the time of payment.

2. TENDER PRICING

We further confirm that the prices stated in our bid are in accordance with your clauses in RFP/Tender document.

3. 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.

4. BID PRICE

We declare that our Bid Price is for the entire scope of the work as specified in the RFP. The prices are indicated in the Commercial Bid attached with our Tender as part of the Tender.

5. 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 this RFP document. Our Financial Proposal shall be binding upon us _____ subject _____ to _____ the _____ modifications

resulting from contract negotiations, up to expiration of the validity period of the Proposal, i.e., [Date].

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

Appendix – IXB (Format- Commercial Bid Covering letter)

The financial bid format is only for reference. The Tenderers should submit their financial bid in the below format only on the e-procurement portal clearly mentioning the lump sum amount for all line items.

The total financial cost will be summation as given below:

Sl No	Particulars	Unit	Unit Cost (INR)	Total Unit Cost (INR)
1	Price per Application for providing end-to-end services as per the requirements of this RFP	Per Candidate		
** Total number of applicants shall be decided by the Competent Authority at the time of issuance of LoA (Letter of Award) for calculation of contract value				

Note:

- The Price quoted shall include all the charges as per **Key Deliverables** mentioned in this RFP.
- All expenses related to travelling, lodging, boarding and other expenses of the Bidders staff during project inception must be borne by the Bidder.
- Taxes as applicable at the time of invoicing shall be considered. Any changes (upward or downward) in the taxes/duties shall be accordingly revised at the time of actual payments and paid. Goods & Service Tax will be paid by department as per the norms defined by Government of India at the time of actual payment. Any other taxes excluding GST should be included in financial proposal.
- In case of any variation in rates between words and figures, the highest value of them will prevail.

Appendix–X (AnnualTurnOverStatement)

The Average Annual Turnover of M/s. _____ for the three (any 3 consecutive years out of the last five) financial years are given below and certified that the statement is true and correct.

Sl.	Financial Year	Turnover (in Rs.)
1.	2019 - 20	
2.	2010 -21	
3.	2021 – 22	
4.	2022 - 23	
5.	2023-24	
6.	Average turnover:	

Date:

Place:

Chartered Account's Seal:

Chartered Account's Signature:

Name:

Chartered Accountant's Registration Number:

UDIN:

Note:

- 1) *The Turnover Certificate issued by the CA should exclude taxes.*
- 2) *Any mismatch of data between the CA Statement and the P&L and Balance Sheet, Odisha Police shall consider the bidder to be non-responsive.*

Appendix–XII: (Earnest Money Deposit Declaration)

[Should be submitted on Bidder’s Letterhead and Signed and Sealed]

From,
(Bidder).....
.....
.....

Date

To,
A.I.G. of Police,
Odisha State Police Headquarters,
Buxi Bazar, Cuttack – 753001,
Odisha.

Dear Sir,

Sub:REQUEST FOR PROPOSAL (RFP) for Selection of System Implementation Partner (SIP)
forFacilitating Conduct of OMR Based Written Examination, Physical Measurement Test
& PhysicalEfficiency Test for Combined Recruitment of Group-B Posts of Odisha Police,
Prison and Fire Services
Ref.:RFP document No _____ dated _____

I/We hereby Submit a Declaration that The Tender Submitted by the undersigned, on Behalf of the Tenderer <Name of Bidder> and <Address of Bidder>, Shall not be withdrawn or modified during the period of validity or extended period of validity.

I/We, On behalf of the Tenderer <Name of Bidder> and <Address of Bidder>, also accept the fact that in case the Tender is withdrawn of modified during the period of its validity /extended validity period of if we fail to sign the contract in case the contract is awarded to us or we fail to submit a performance security and Additional Performance Security, If any, before the deadline fixed in the Tender Document, then <Name of Bidder> and <Address of Bidder>, will be debarred for participation in the tendering process for the procurements of this Entity for a period of One Year from the date of default.

Date:
Place:
Company Seal:

Signature:
Name:
Designation: