

# Odisha Police



Request for Proposal (RFP)

For

***Selection of System Implementation Partner (SIP) for facilitating conduct of OMR based Written Examination, Physical Measurement Test and Physical Efficiency Test for Constable Communication of Selection Board.***

**Tender No: Ref Number: 02-RFP-OMR based Written Examination-2025-26**

**Date: 10.06.2025**

**E.M.D: Rs. 5,00,000/- (Rupees Five Lakhs Only)**

**Tender Fees: Non-refundable Rs. 590/- {Rs.500/- + 18% GST (Rs. 90/-)}**

**Tender Inviting Authority**

**A.I.G. of Police (Provisioning)**

**Tender Calling Authority**

**At/Po- Buxibazar, Cuttack,**

**PIN – 753001**

## Disclaimer

Selection Board through the **Selection Board (The Odisha Gazette Notification No.298, Cuttack, Monday, February 22, 2021)** 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 and Physical Efficiency Test for Constable Communication of Selection Board Signals Establishment for,

1. Designing of e-Recruitment Portal/ Online Application Form.
2. Validation & Screening of application online as per Advertisement criteria.
3. Aadhaar based authentication / verification of candidates.
4. Generation and dispatch of Admit Cards for Written Examination.
5. **Preparation, printing and supply of confidential material like OMR sheets, attendant sheets etc. as per the requirement of Selection Board and hand over to the Selection Board.**
6. **Selection Board will prepare & print the Questions paper sets as per syllabus, sealing & supplying the required number of question papers along with OMR sheets, attendance sheets to the Examination Centre.**
7. **Selection Board will conduct OMR based Written Examination and will select the Examination Centers.**
8. Scanning and evaluation of answered OMR Sheets.
9. Facilitating conduct of Physical Measurement Test and Physical Efficiency Test by generating admit card, broad sheets and compilation of marks.
10. Submission of Final Merit List and document verification.
11. Submission 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 RFP schedule (Refer Appendix-XIII). The last date and time of receipt of the proposals is **10/06/2025 at 04.00PM**

The Selection Board reserves the right to accept / reject any / all proposals/ bids without assigning any reason thereof.

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

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## Glossary

OP	Selection Board (includes different recruitment bodies formed for conducting recruitment to different ranks of Selection Board by whatever nomenclature created as per the orders of the Government including Selection Board Recruitment Board, State Selection Board, Selection Board Ministerial Staff Selection Board, Selection Board or any other Board created from time to time).
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
SB	Selection Board
SLA	Service Level Agreement
SSL	Secure Socket Layer
SRS	Software Requirement Specification
SPOC	Single Point of Contact
MORE	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. ExecutiveSummary

### 1.1 Introduction

**Selection Board (SB)** is going to conduct recruitment for the Group-C posts such as Constable Communication (**No of Posts 300**) in **Selection Board Signals Establishment**. 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 e-procurement portal/Online Application Form, Validation & Screening of applications online as per Advertisement Criteria, Aadhaar based authentication / verification of candidates, Receipts of payment and reconciliation (if required), Generation and dispatch of Admit Cards, **Printing of optical Mark Reader(OMR) Sheets, Attendance Sheets** Objection Management, Scanning and evaluation of the answered OMR Sheets, Tabulation of OMR Sheets, submission of results and inviting objections from the candidates if any and supply the information, providing facilities to conduct Physical Measurement Test & Physical Efficiency Test, compiling Final Result, Help Desk as required by Selection Board (SB), Submission and Preservation of examination related Data for Selection Board (SB).

**Selection Board will prepare & print the Question paper sets as per syllabus, sealing & supplying the required number of question papers along with OMR sheets, attendance sheets to the Examination Centre through Police arrangement and after completion of examination, dispatch of answer sheets to the Selection Board through Police arrangement.**

### 1.3 Schedule

Tender Reference Number	<b>02-RFP- OMR based Written Examination -2025-26</b> Date: 10.06.2025
Date of Publication of RFP in the Website of Odisha Tenders Portal	10.06.2025
Last date & time to accept pre- bid queries through email ( <a href="mailto:sp1signal.orpol@nic.in">sp1signal.orpol@nic.in</a> )	16.06.2025 05.00PM
*Virtual/Pre-Bid Meeting (is to be communicated to interested bidders)	18.06.2025
Publication of Corrigendum to RFP (if any) in the website of Selection Board	21.06.2025
Last date & Time of Submission of Bid on Odisha Tenders Portal	10.07.2025 05.00PM
Date of Opening of General & Technical Bid	11.07.2025 05.00 PM
Technical Presentation by the Bidders	To be intimated qualified Bidder
Date of Opening of Commercial/Financial Bid	To be intimated qualified Bidder
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.

## **Scope of Work**

Selection Board Selection Board is planning to carry out digitalization of examination process including Designing of e-procurement portal/Online Application Form, Validation & Screening of application online as per Advertisement Criteria , Aadhaar based authentication/ verification of candidates, **Generation and dispatch of Admit Cards for Written Exam as well as PMT & PET, Printing of OMR sheets in duplicate, Evaluation by OMR Scanning, Tabulation of marks, facilitating conducting of Physical Measurement Test & Physical Efficiency Test, Compilation of marks and preparation of Final Result, Submission and Preservation of Data for Selection Board for recruitment to the above mentioned posts within the shortest possible schedule. With this RFP, the selected bidder shall be responsible for implementation of following components:**

### **2.1 Pre-examination services**

- a. **SIP will do the** designing of e-procurement portal for Online Applications/Online Application Form and receipt to for payment and reconciliation (if required).
- b. **SIP will do the** Generation and dispatch of Admit Cards.
- c. **SIP will design, Printing of OMR Answer Sheet, attendance sheet and hand over to the Selection Board.**
- d. **Selection Board will prepare Question Set Management System which includes preparation of Question sets and it's printing as per guidelines.**

### **2.2 Examination services**

- a. **Identification and Booking of Examination centers & venue for PMT & PET across Odisha as per requirement will be made by the Selection Board.**
- b. **Payment to the examination conducting staff at each examination center will be made by the Selection Board as per the approved rate of OPSC through Centre Superintendent (District SsP / Range IGsP/DIGsP).**
- c. **Payment towards miscellaneous expenses at each examination center (stationery, Refreshment and others) will be made by the Selection Board as per the approved rate of OPSC through Centre Superintendents (District SsP / Range IGsP/DIGsP).**
- d. **Installation of CCTV/videography coverage at all the Written Exam Centers and PMT & PET venue will be made by the Centre Superintendents (District SsP / Range IGsP/DIGsP) by taking loan from Welfare Fund which will be recouped from the Bill drawn from SP. Hgrs.**
- e. **Handover of CCTV/videography coverage footage immediately after completion of these Tests by the Centre Superintendents (District SsP / Range IGsP/DIGsP) to the Selection Board.**
- f. **Question set preparation will be made by the Selection Board.**
- g. Capturing biometric data and photograph of candidates at Examination centers will be made by **the SIP.**
- h. Capturing biometric data and photograph of candidates during conduct of **PMT & PET** will be made **by the SIP.**
- i. **SIP will hand over the Biometric and photography data during conduct of above events to the Selection Board.**
- j. **SIP will prepare Event Sheets during PMT and PET while conducting PMT & PET under CCTV/videography coverage by the Selection Board.**

### **2.3 Post Exam Services by the SIP:**

- a. Objection Tracking for Answer Keys and their validation.
- b. OMR Sheet scanning/evaluating and result preparation.
- c. Assistance to facilitating conducting of the Physical Measurement Test, Physical Efficiency Test by generating admit card for short listed candidates.
- d. Preparation of Broad sheets.
- e. Submission of Broad Sheet data in both Soft and Hard Copies to the Selection Board individually.



- f. Generation of Examination Mark list i.e. Assessment Sheet.
- g. Assistance to provide response to candidate queries and RTI as and when required.

**2.4 Exam Analytics Services by the SIP:**

- a. **Selection Board** should have the provision to analyze outcome of the examinations for recruitment of these above-mentioned posts in Group C. 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 Selection Board **Selection Board**.
- b. **Selection Board** 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 Constable Communication posts is enclosed in Appendix VIII.**

**Overall Process Flow**

<ul style="list-style-type: none"> <li>• Online Portal Development <u>by the SIP</u></li> <li>• Applicant Registration <u>by the SIP</u></li> <li>• Aadhaar based authentication / verification of candidates <u>by the SIP</u></li> <li>• <b><u>Exam Centre Tagging will be made by the Selection Board.</u></b></li> <li>• List of Exam Centers with capacity <b><u>will be decided by the Selection Board.</u></b></li> <li>• Receipt of payments &amp; reconciliation (if required)<u>by the SIP</u></li> </ul>
<ul style="list-style-type: none"> <li>• Hosting of online admit card <u>by the SIP.</u></li> <li>• Complete Applicant Database <u>by the SIP.</u></li> </ul>
<ul style="list-style-type: none"> <li>• Question Paper sets <b><u>will be prepared, printed, &amp; transported to examination centers by the Selection Board through police arrangement. Necessary stationary articles like Papers, Master Printer Ink, remuneration for staff, refreshment etc. as per the approved rate of OPSC will be billed through SP HQ Cuttack.</u></b></li> <li>• <b><u>After completion of examination, dispatch of answer sheets to the Selection Board through Police arrangement.</u></b></li> <li>• <b><u>Installation of CCTV/videography coverage at all the Written Exam Centers and PMT &amp; PET venue will be made by the Centre Superintendents (District SsP / Range IGsP/DIGsP) by taking loan from Welfare Fund which will be recouped from the Bill drawn from SP. Hqrs.</u></b></li> <li>• <b><u>Payment towards examination conducting staff &amp; miscellaneous expenses at each examination center (stationery, Refreshment and others) will be made by the Centre Superintendents (District SsP / Range IGsP/DIGsP) as per the approved rate of OPSC. The cost will borne by the SP HQ., Cuttack.</u></b></li> <li>• <b><u>SIP will print OMR Sheets, attendance sheets and hand over to the Selection Board.</u></b></li> </ul>
<ul style="list-style-type: none"> <li>• Uploading of Model Answer Key &amp; Objections invited from the candidates <u>by the SIP.</u></li> <li>• OMR answer sheet scanning &amp; processing <u>by the SIP.</u></li> <li>• Facilitating in Conduct of Physical Measurement Test &amp; Physical Efficiency Test by generating admit card for short listed candidates and broad sheets <u>by the SIP</u></li> <li>• Providing of final Score and Rank list Hard copy/Soft copy <u>by the SIP</u></li> </ul>
<ul style="list-style-type: none"> <li>• Uploading of eligibility status after verification of documents <u>by the SIP.</u></li> <li>• Generation of draft merit list <u>by the SIP.</u></li> <li>• Generation of final merit list <u>by the SIP.</u></li> <li>• Handover of complete Data (Hard &amp; Soft Copy) <u>by the SIP.</u></li> </ul>

The **SIP** shall be responsible for successful completion/ execution of the recruitment activities as mentioned below for Selection Board Selection Board. The broad are as of work of the selected **SIP** are outlined in the table below:

Sl. No.	Area of Work	Description
1	Online Application Management by the <b>SIP</b>	<ol style="list-style-type: none"> <li>1. Development of Portal for submission of Online application form along with integrated Payment Gateway for online application fee &amp; to reconciliation (if required) and provision of necessary IT infrastructure (Web &amp; DB servers / Bandwidth) for setting up the Portal.</li> <li>2. Generation and Issue / dispatch of Admit Card, printing and delivery of Attendance Sheet/Event Sheets and broad sheets for exams.</li> <li>3. Validation and screening of Online Applications.</li> <li>4. Aadhaar based authentication / verification of candidates.</li> <li>5. Timely information to the Candidate through SMS/e-mail about the various stages of Examination.</li> </ol>
2	OMR Based Written Examination, PMT & PET by the <b>S.B. / SIP</b> .	<ol style="list-style-type: none"> <li>1. Question Paper Sets (MCQ) as per the syllabus provided by Selection Board <b><u>will be prepared, printed &amp; distributed by the Selection Board.</u></b></li> <li>2. <b><u>SIP will</u></b> design, print and supply of the OMR Answer Sheet, Attendance Sheets and its transportation to the Selection Board.</li> <li>3. Booking of Exam Centers and CCTV installations will be made by the <b><u>Centre Superintendents (District SsP / Range IGsP/DIGsP)</u></b></li> <li>4. Payment to the examination conducting staff at each exam center will be made by the <b><u>Centre Superintendents (District SsP / Range IGsP/DIGsP).</u></b></li> <li>5. Uploading of Answer Key, inviting the objections from the Candidate and its finalization will be made <b><u>by the SIP.</u></b></li> <li>6. Processing, Scanning &amp; evaluation of OMR Answered Sheet will be made <b><u>by the SIP.</u></b></li> <li>7. Generation of Event Sheets during PMT and PET will be made <b><u>by the SIP.</u></b></li> <li>8. Assistance to facilitating conduct of Physical Measurement Test (PMT) and Physical Efficiency Test (PET) for shortlisted candidates will be made <b><u>by the SIP.</u></b></li> <li>9. CCTV installation and Videography during PMT and PET will be made by the <b><u>Centre Superintendents (District SsP / Range IGsP/DIGsP/Commandants).</u></b></li> <li>10. IT support for tabulation of qualified and disqualified candidates in PMT/PET <b><u>will be made by the SIP.</u></b></li> <li>11. Capturing biometric data and photograph of candidates at Examination centers will be made <b><u>by the SIP.</u></b></li> <li>12. Capturing biometric data and photograph of candidates during conduct of <b><u>PMT &amp; PET</u></b> will be made <b><u>by the SIP.</u></b></li> </ol>
3	Post Examination Management by the <b>S.B. / SIP</b> .	<ol style="list-style-type: none"> <li>1. Preparation of Broad Sheets <b><u>will be made the SIP.</u></b></li> <li>2. Marks consolidation <b><u>will be made the SIP.</u></b></li> <li>3. Result preparation <b><u>will be made the SIP.</u></b></li> <li>4. Processing &amp; Supply of Assessment sheet (soft &amp; hard) <b><u>will be made the SIP.</u></b></li> </ol>

		<p>5. Final result generation <b><u>will be made the SIP.</u></b></p> <p>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. <b><u>by the Centre Superintendents to the Selection Board.</u></b></p>
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**Below is a high-level description of various stages to be undertaken by candidates appearing for the posts by the SIP:**

Posts	Online Enrolment	OMR Examination	PMT/PET
Constable Communication	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

### 2.5 Pre-Examination & During Examination Services

#### Online Application Management by the SIP:

- a. Development & maintenance of website for candidate registration and submission of online application form as per requirements of Selection Board including portal design, development and maintenance.
- b. Aadhaar based authentication / verification of candidates.
- c. Candidate registration and submission of online application form. The generated database should include all accurate details entered in the application forms completely.
- d. Managing online (24x7) candidate registration and login for online application submission with data field & menu options as specified by Selection Board.
- e. Setting up of Help Desk in English, Hindi & Odia language for handling queries by the candidates **at Signals HQ, Cuttack from 11.0 am to 5.00 pm.**
- f. Processing of online application form with validation of candidates email and mobile number, registration login profiles for candidates and passwords, uploading of candidate photograph, document s & signatures screening and consolidation of candidate data using secured database management systems & protocols.
- g. Integration of payment gateway services to enable candidates to pay fee for application through online mode & its reconciliation (if required).
- h. 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 Selection Board.
- i. 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 Selection Board
  - Generation of reports as and when required by Selection Board.
  - 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 registered email 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 Selection Board.

- Prepare format of online Admit Card as per approval of Selection Board **Selection Board**, 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.
- **Centre Superintendents (District SsP / Range IGsP/DIGsP)** 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 Selection Board **Selection Board**.
- **Centre Superintendents (District SsP / Range IGsP/DIGsP)** will be responsible for installing CCTV at the exam centers and hand over the recordings to the **Selection Board** in external hard disk after completion of Examination in systematic manner so that the stored recordings would be accessed easily as per requirement.
- **Centre Superintendents (District SsP / Range IGsP/DIGsP)** will bear all the expenses incurred at the examination centers towards conducting of examination including payment to examination staffs, stationary articles, remuneration, refreshment, examination preparation and other miscellaneous purposes as per the approved rate of OPSC by taking loan from Welfare Fund which will be recouped from the Bill drawn from SP. Hqrs.

## 2.6 Safety and secured arrangement for SIP:

The SIP will provide the following:

- a. Printing of required number of OMR Answer Sheets, sealing the OMR Answer Sheets in envelopes and securely transporting it in boxes to Selection Board **Selection Board**.
- b. Supply report forms which are to be filled by center 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 **till hand over to the Selection Board**.
- d. Packing of printed OMR Answer sheets in tamper and water proof 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 center.
- g. Upload the answers key to the question paper on the website after consultation with **Selection Board** and invite objection 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 (by the Selection Board)

- a. Each question paper should be stapled on left hand side twice.

## 2.8 OMR Sheet Specifications by the SIP:

- a. The original OMR Answer sheet should have 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 sheet 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 Answer sheet should be pre-scanned.
- g. Printed OMR Answer sheet should be packed in tamper and water proof envelope with appropriate labeling.

- h. Size: 8.5x11.15"
- i. GSM: 95-100
- j. Pattern: The answersheet 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 answersheet will be designed Ball point pen markable.
- r. Printing of OMR answersheets will be with provision for carbon copy.
- s. Delivery of OMR Answer Sheets will be at Selection Board.

### **2.9 Question Sets by the Selection Board:**

Preparation of Question sets by the Selection Board.

### **2.10 Question Paper Creation for conduct of OMR based written examination by the Selection Board:**

- a. Prepare & print question sets as per the guideline/syllabus finalized/provided.
- b. Type of Questions will be MCQ – Multiple Choice Based Questions
- c. 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.
- d. 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 Selection Board **Selection Board**.
- e. The question paper will be in English except for the questions in Odia language.
- f. Question Paper sets **will be prepared, printed, & transported to examination centers by the Selection Board through police arrangement. Necessary stationary articles like Papers, Master Printer Ink, remuneration for staff, refreshment etc. as per the approved rate of OPSC will be billed through SP HQ Cuttack.**

### **2.11 Other safety and security measures**

Complete Security Management Processes include following:

- Physical Security
- Information Security

### **2.12 Physical Measurement Test & Physical Efficiency Test:**

The SIP shall have to assist in facilitate the conduct of PMT & PET of the shortlisted candidates to the Selection Board. The Center Superintendents will install CCTV and arrange videography during PMT & PET. The CCTV footage and Videography should be handed over to Selection Board 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**

- a. Shortlisting of the candidates for PMT/PET as per the criteria prescribed by Selection Board will be made by the SIP.
- b. The PMT/PET may be held at Cuttack and Bhubaneswar simultaneously or as decided by **Selection Board**.
- c. Prepare a calendar for calling candidates as per schedule and location provided by the **Selection Board**.

- d. Prepare format of online Admit Card for PMT/PET as approved by **Selection Board** and upload the same on the recruitment portal **will be made by the SIP.**
- e. Deliver admit card to candidates on registered email along with notification through SMS **will be made by the SIP.**
- f. Provide proper authentication process on the recruitment portal for the candidate, only after which the candidate should be allowed to download the admit card **will be made by the SIP.**
- g. Prepare attendance sheet and event sheets for PMT/PET as per recruitment rules prescribed **will be made by the SIP.**
- h. The number of candidates to be allowed for PMT/PET per batch to each venue will be decided mutually by **Selection Board and the SIP.**
- i. Every "Day Completion Certificate" is to be signed by Selection Board 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 by the Centre Superintendents.
- j. Provide required desktop, laptop, printers with computer operating staff and stationary articles at the physical test venue **by the SIP.**

#### 2.14 Post Examination Activities (SIP):

- a. Calculate marks obtained by each candidate as per requirement of the Selection Board.
- b. 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.
- c. 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 **will be made by the SIP in consultation with the Selection Board.**
- d. 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.
- h. Ensure Generation of Merit list based on the rules/validation shared by Selection Board.
- i. **Generation of merit list of candidates for each category as per the guidelines of Selection Board.**
- j. The results of OMR Based written Examination & PMT/PET should be compiled by the successful bidders as per the criteria fixed by Selection Board Selection Board along with the weightage mark like NCC etc.
- k. Preservation of soft copy and transfer the same to Selection Board 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 Selection Board.
- n. MIS generation/customized reports: provide adequate information to the Selection Board as per the requirement.

### **2.15 Publication of Final Result (SIP):**

- 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 Selection Board.
- c. Prepare the Final Result Sheet for approval of Selection Board.
- d. Hand over database of all candidates (selected or not selected separately) to the Selection Board.
- 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 Selection Board and Official website of Selection Board as per the design given by Selection Board.
- g. Also upload the marks secured by the candidates in the e-portal/website as decided by Selection Board.
- h. Maintain a verifiable audit trail of all activities to be inspected by Selection Board anytime.

### **2.16 Technical and Functional requirement specifications for website/application portal (SIP):**

- a. Web portal should be compatible with all popular browsers including Mobile browsers (Android & iOS).
- b. Application forms should capture all relevant details and have necessary checks related to age, category, age relaxation as per requirement of Selection Board.
- 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 center 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 UPI, Paytm, phonepe, Google pay 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 Selection Board.
- 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 (SIP):**

The 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 by the SIP:**

Setup 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 a central helpdesk to cater to the queries from/assistance to the applicants, with such number of calling lines and operators as per the requirement.
- c. Address the issues raised by the candidates immediately.
- 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.
- 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 operators 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 11 am to 5 pm.

### **2.19 Analytics:**

Analytics may include

- a. Student performance Analysis
- b. To provide analysis reports regarding proxy candidates, unfair means report etc.

Any other specific requirement discussed and mutually agreed by Selection Board and the SIP.

### **2.20 Stakeholders Roles and Responsibilities**

#### **A. Selection Board.**

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

#### **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 Selection Board.
- c. Generation and dispatch of Admit Cards (only soft copy).
- d. Preparation for OMR Based Examination includes designing, printing and supply of OMR Answer Sheet to S.B., OMR sheet scanning & evaluation, assist in facilitate the conduct of PMT/PET, & evaluation, Examination result analysis and Dashboard.
- e. To provide the proposed Project Management Team with Name, Designation, and qualification and experience details.
- f. Any modification in Selection Board website related to written examination, publication of result shall be done with approval of Selection Board.
- g. A Helpdesk to be maintained by SIP to cater to queries and problems of candidates during the process at Signals HQ Cuttack.
- h. Assist in facilitated conducting of PMT/PET of short-listed candidates.
- i. Handover the data backup and ensure integrity of data to the Selection Board.

### **2.21 Responsibilities during Software Development phase (SIP):**

The Bidder shall perform the following items during the development phase in consulting with the Selection Board:



- 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. OMR Sheets, attendance sheet Printing and Transportation to Selection Board.
- f. Assist in Conduct of written examinations (OMR) at required numbers of examination centers across Odisha if desired by the Selection Board.
- g. Assist in facilitated conducting of PMT/PET of short-listed candidates.
- h. OMR answer sheet scanning & processing (evaluation and tabulation of score sheet / merit list of candidates.
- i. Providing IT Support& assistance at the examination centers/venue for conducting Physical events. Complete Data backup- All data related to examination should be handed over to the Selection Board. **No copy of data in any format should be available with the bidder** after handing it over to Selection Board Selection Board.

### 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 Selection Board 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 /SB as the earliest and the detailed timeline will be decided mutually by Selection Board& 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 <b>OMR:</b> 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/ Selection Board		

#### 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 Selection Board.
- 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:

<b>% of error</b>	<b>Penalty Terms</b>
Up to 0.5%	Nil
Greater than 0.5% and up to 1%	5% of contract value. the errors shall be counted after issue of Admit Cards.
Greater than 1% upto 3%	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 Selection Board 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.

<b>SI No.</b>	<b>Nature of Error</b>	<b>Penalties</b>
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 Selection Board.	Breach or delay @1% per week of the total value of the contract subject to maximum of 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 executed work + termination of Agreement + forfeiture of performance security (i.e. 10% of contract value)
4.	Errors in reports, non-submission of reports in the format decided by the Selection Board, non- submission of report on due time, non- submission of reports with Signature of authorized signatory & seal of firm.	Rs.01 Lakh per report. subject to maximum of 10% of the contract value.

- e. In view of the nature of the work, the Selection Board 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 Selection Board, the Selection Board 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, Selection Board cancels the recruitment process and it is decided by the Selection Board not to proceed with the same agency for conducting the recruitment process again, the Selection Board may terminate the contract with selected agency and the Selection Board 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 Selection Board 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 Selection Board 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 Payment Terms

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
<b>M1</b>	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
<b>M2</b>	Successful completion of Written Exams, Physical Assessment and Merit list generation, document verification data.	40% of the Contract Value	Payment shall be made after successful verification of the total number of registered candidates for the 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 <sup>rd</sup> party cyber forensic audit report.
<b>M3</b>	Handing over the complete data of the tests conducted, unpublished results and other analysis of the tests. 30% of the contract value	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 Selection Board dept and unpublished test data etc.
<b>Total</b>		<b>100%</b>	

#### **4.2 Taxes and Statutory Payments**

- a. All payments agreed to be made by Selection Board 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 Selection Board 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 allowed for customization / development of the software application. However, the bidder shall not engage / entrust any sub- contract / Task / Job to any unit / organization / person (s) who had been either black listed or debarred by any state Govt. / Govt. of India / Govt. of India PSUs or arrested by CBI / ED / State Police Enforcement agencies."

##### **5.2 Subcontracts**

Bidders are allowed to subcontract the work in part or full to their empanelled partners. However, responsibility of execution of the task is solely of the SIP and penalty would be imposed upon the SIP for any deviation. The bidder shall ensure that the work subcontracted to the firm should not be blacklisted or debarred by any state Govt. / Govt. of India / Govt. of India PSUs or arrested by CBI / ED / State Police Enforcement agencies"

##### **5.3 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 Selection Board.
- 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. Selection Board 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 Selection Board within 48 hours prior to the due date and time for submitting the Tender.
- d. Before the closing of the Tender, Selection Board 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. Selection Board 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. Selection Board 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](mailto: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 Selection Board 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 Selection Board, 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 Selection Board and will not in any way limit Selection Board 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, Selection Board 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 Selection Board. 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 Selection Board 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 Selection Board and that neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by Selection Board on account of failure of the Bidder to appraise themselves of local laws and site conditions.

### **5.11 Bid Security (Earnest Money Deposit)**

- 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 Validity of Bids**

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-Conforming Proposals**

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 Selection Board

- a. No bidder shall contact Selection Board on any matter relating to its bid, from the time of bid opening to the time the Contract is awarded unless requested by Selection Board itself. If the Bidder wishes to bring additional information to the notice of Selection Board, it should be done in writing.
- b. Any effort by a Bidder to influence Selection Board 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

Selection Board 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](mailto: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. Selection Board 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 Selection Board. Selection Board 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 Selection Board 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 Price Bid

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 Selection Board 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 Bid closing date and time

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 Selection Board's right to accept any Bid and to reject any or all Bids

**Selection Board** 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 Selection Board action.

## 7. Bid Evaluation Process

An evaluation committee will be formed for evaluation of the bids by Selection Board. 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. Selection Board 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 Selection Board may adopt. However, Selection Board 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. **Selection Board** 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, Selection Board

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 20 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. Selection Board 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. Selection Board reserves the right to verify the UDIN as per their discretion.
4.	The Bidder/consortium should have Average annual turnover of min. INR 5 Crores from OMR based examination related to recruitment activities for any year out of last five 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. Selection Board 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

Sr. No.	Organizational Strength/Capability	Supporting evidence to be provided
7.	"The Bidder/consortium must have experience (complete/ongoing) of one (01) 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 75000 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.	<p>The Bidder should have any of the following valid certificates:</p> <ul style="list-style-type: none"> <li>• CMMi level 3 or above</li> <li>• ISO 9001</li> <li>• ISO 27001</li> </ul>	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.
11.	<p>Consortium is allowed for customization/development of the software application. However, the bidder shall not engage /entrust any sub-contract/Task/Job to any unit / organisation / person (s) whohad been either black listed or debarred by any state Govt. /Govt. of India/Govt. of India PSUs or arrestedby CBI / ED / State Police Enforcement agencies.</p> <p>(Copy of undertaking / self-declaration on the firm letter head)</p>	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 Selection Board 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 Selection Board service needs a solution in the RFP. Site Inspections, bidder presentations and Management Interviews, if requested by Selection Board, 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 Selection Board, 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, Selection Board 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 including consortium with less than 75% 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"

ii) "Minimum marks for qualification is 75 out of 100 marks"

Detailed evaluation criteria have been provided in the following sections.

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

**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
<b>A</b>	<b>Financial Capability</b>		<b>20</b>	
1.	Average Annual Turnover of more than INR 20 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"> <li>• INR 100 Cr or more: 10 Marks</li> <li>• INR 75 Cr or more and less than INR 100 Cr: 8 Marks</li> <li>• INR 50 Cr or more and less than INR 75 Cr: 7 Marks</li> <li>• INR 20 Cr or more and less than INR 50 Cr: 5 Marks</li> <li>• Below INR 20 Cr: 0 Marks</li> </ul>	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>Selection Board reserves the right to verify the UDIN as per their discretion.</p>
2.	Average annual turnover of bidder/consortium from OMR based examination related to recruitment activities shall be min. INR 5 Crore in any year out of last five Financial Years i.e.(FY2019-20, FY2020-21, FY2021-22, FY2022-23&FY2023-24)"	<ul style="list-style-type: none"> <li>• More than 5 Cr: 10 Marks</li> <li>• INR 3 Cr or more and less than INR 5 Cr: 9 Marks</li> <li>• INR 1 Cr or more and less than INR 3 Cr: 8 marks</li> <li>Below INR 1 Cr.: 0 Marks</li> </ul>	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>Selection Board reserves the right to verify the UDIN as per their discretion.</p>
<b>B</b>	<b>Experience in conducting examination</b>		<b>35</b>	

#	Criteria	Basis of Evaluation	Max. Marks	Supporting
1	Maximum number of candidates appeared in OMR in India in any one year out of five financial years i.e. (FY2019-20, FY2020-21, FY2021-22, FY2022-23&FY2023-24)"	<ul style="list-style-type: none"> <li>• More than 1,50,000 Candidates: 20 Marks</li> <li>• 1,25,000-1,50,000 Candidates: 15 Marks</li> <li>• 1,00,000-1,24,999Candidates: 10 Marks</li> <li>Below 1 lakh: 0 marks</li> </ul>	20	Copy of LOI/ Contract/Client Certificate / Work Order
2	Experience of bidder/consortium conducting recruitment examinations projects with Government bodies/PSUs in India in last three financial years i.e. (FY2021-22, FY2022-23&FY2023-24)"	<ul style="list-style-type: none"> <li>• More than 3 projects: 3 Marks</li> <li>• 1-3 projects: 2 Mark</li> <li>• Less than 1 projects: 0 Marks</li> </ul>	3	Copy of LOI/ Contract/ Client Certificate / Work Order
3	Experience of bidder/consortium conducting recruitment examinations for Police bodies (Police, Defence, CAPFs, MHA) in India in last three financial years (FY2021-22, FY2022-23&FY2023-24)"	<ul style="list-style-type: none"> <li>• 1 or more projects: 7 Marks</li> <li>• No project: 0 Mark</li> </ul>	7	LOI/Contract/Client Certificate / Work Order
4	Experience of bidder/consortium in developing Question banks for examinations for Government bodies/PSUs in India in last three financial years i.e.(FY2021-22, FY2022-23&FY2023-24)"	<ul style="list-style-type: none"> <li>• More than 1 projects: 5 Marks</li> <li>• Less than 1 project: 0 Marks</li> </ul>	5	LOI/Contract/Client Certificate / Work Order
<b>C</b>	<b>Certifications</b>		<b>5</b>	
1	Bidder to have a valid certificate	<ul style="list-style-type: none"> <li>• CMMi Level 3 or above: 3 Marks</li> <li>• ISO 27001: 1 Mark</li> <li>• ISO 9001: 1 Mark</li> </ul>	5	Copy of Valid Certificate to be enclosed
<b>D</b>	<b>Application Solution</b>		<b>5</b>	
1	Basis of Evaluation column Solution.	<ul style="list-style-type: none"> <li>• Solution source code owned by bidder including consortium: 5 Marks</li> <li>• Else 0 Marks"</li> </ul>	5	Self-certification and patent details to be enclosed
<b>E</b>	<b>Bidder's specific experience</b>		<b>5</b>	
1	The Bidder shall have project experience pertaining to Police Department only in India	<ul style="list-style-type: none"> <li>• If yes: 5 marks</li> </ul>	5	Proof to be submitted

#	Criteria	Basis of Evaluation	Max. Marks	Supporting
<b>F</b>	<b>Approach &amp; Methodology</b>	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.	<b>15</b>	
<b>G</b>	<b>Technical presentation and Demo of Proposed Solution</b>	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	<b>15</b>	
	<b>Total Marks</b>		<b>100</b>	

#### General Instructions

- a. Necessary copy of the documentary proofs as mentioned above has to be submitted.
- b. Selection Board 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 Selection Board.
- 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 proof to be attached

<b>Letter of Undertaking</b>		
A Letter of Undertaking in company Letter head		
<b>Technical Bid</b>		
This Technical Bid document		
<b>Pre-Qualification &amp; Eligibility Criteria(as per 7.1)</b>		
1	Copy of all documentary proofs as per 7.1 Pre-Qualification Bid Evaluation	
<b>Technical Evaluation Criteria(7.2)</b>		
1	Copy of all documentary proofs as per 7.2 Technical Bid evaluation	
All documents as per <b>Appendices</b>		

### 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**) =  $T*0.7 + F*0.3$

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

Selection Board 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, Selection Board 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 Selection Board notifies the successful Bidder that its bid has been accepted, Selection Board 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 Selection Board.
- 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 5% 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, Selection Board 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 Selection Board 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. Selection Board 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. Selection Board decision in this respect will be final.
- i. Selection Board 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 Selection Board 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 Selection Board.

## **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 Selection Board 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 Selection Board 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 Selection Board 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 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 Selection Board.
- b. If the Arbitrator so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, another Arbitrator shall be appointed by Selection Board. 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 Selection Board or any agency authorized by it during the terms of Contract until expiry of the performance guarantee.

### **9.7 Termination of Contract**

Selection Board 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 Selection Board 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 Selection Board attention that the SIP is in a position of actual conflict of interest with the interests of Selection Board, 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 Selection Board about such a development. In the event of the happening of any events of the above nature, Selection Board 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: Selection Board 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 Selection Board.
- g. Termination for Convenience: Selection Board 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 Selection Board 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 Selection Board will levy the applicable penalties as per Section 3. In case the Material Breach continues **Selection Board** 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, Selection Board may terminate this Contract after affording a reasonable opportunity to the Partner to explain the circumstances leading to such a delay. Further, Selection Board may also invoke the Performance Guarantee of the SIP as per clauses specified in Section 3 on SLAs. However, Selection Board 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, Selection Board 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, Selection Board 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, Selection Board 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] Selection Board 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 Selection Board, 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 Selection Board may specify including training, where the successor(s) is a representative/personnel of Selection Board 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 Selection Board, will be made on the same terms as being done for such services by Selection Board 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, Selection Board shall pay the SIP for that part of the Services which have been authorized by Selection Board and satisfactorily performed by the SIP up to the date of termination. Without prejudice any other rights, Selection Board may retain such amounts from the payment due and payable by Selection Board to the SIP as may be required to offset any losses caused to Selection Board 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 Selection Board for any such loss, damages or other costs, incurred by Selection Board. The due payment to SIP in such case shall be agreed mutually between

Selection Board 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 Selection Board 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. Selection Board, 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) Selection Board 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 high er than the payment due to the SIP, Selection Board shall be entitled to invoke the PBG provided under this Agreement.
- e. Nothing herein shall restrict the right of Selection Board to invoke the Bank Guarantee and other Guarantees furnished hereunder and pursue such other rights and/or remedies that may be available to Selection Board 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**

Selection Board 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. Selection Board may demand and upon such demand being made Selection Board 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 Selection Board'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 Selection Board 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 Selection Board 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 Selection Board to terminate the Contract with mutual consent.

#### **9.12 Quality of Manpower**

If the performance of any SIP personnel is not found satisfactory, Selection Board 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. Selection Board 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 Selection Board 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. Selection Board 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 (SIP 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 Selection Board 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 Selection Board, 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 Selection Board, make use of any document or information, except for purposes of performing the Contract. All related document issued by Selection Board, other than the Contract itself, shall remain the property of the Selection Board and shall be returned (in all copies) to Selection Board on completion of the Contract.
- d. The SIP shall notify Selection Board promptly if it is aware of any disclosure of the Information otherwise than as permitted by this Contract or with the authority of Selection Board.
- 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 Selection Board.
- g. The SIP shall be liable to fully recompense Selection Board for any loss of revenue arising from breach of confidentiality. The Selection Board 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 Selection Board. 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 or 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),

Selection  
Board, 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 **<02-RFP-OMR based Written Examination-2025-26 >** Dated <10.06.2025>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)

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:

<b>PROJECTDETAILS</b>		
AssignmentName:		
Location:	No. of OMR Based examinations completed:	
NameofClient:	Number of candidates for whom the OMRBasedexaminationswereconducted:	
Address:		
Start Date of Contract(Month/Year):	Start Date of O & MPhase (Month/Year) :	Approx. Value of examinations conducted(Rs.):
Name of Consortium Partners, if any:		No. of individual geographical locations in which OMR Based examinations is carried out
Narrative Description of Project:		
Description of Actual Services Provided by SIP:		
Please attach the following for each reference <ul style="list-style-type: none"><li>▪ Purchase Order clearly stating the scope of work</li><li>▪ Letter of Successful completion or letter of on-going status, whichever is applicable from the client any other document stating the scope of work along with above mentioned ones.</li></ul>		

**Appendix–III (Format- Litigation details)**

*(To be submitted on letter head 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:

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

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

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

Ref.No.

Bank Guarantee No  
Dated

To,  
A.I.G.of Police,(Provisioning),  
Selection Board,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 to forebear or enforce any of the terms and conditions relating to the said contract and we, Bank Ltd., shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Bidder or for any forbearance by the Purchaser to the said Bidder or for any forbearance and or omission on the part of the Purchaser or any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision have the effect of releasing us from our liability under this guarantee.

7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Bidder.

**WITNESS NO.1**

**Authorized Bank Representative**

e

(Signature)

(Signature)

Full name and official

Full name, designation and

Address (in legible letters)

address (in legible letters) with Ban

k stamp

**WITNESS NO.2**

**Authorized Bank Representative**

(Signature)

(Signature)

Full name and official

Attorney as per power

Address (in legible letters)

Attorney No.....

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 "**Selection Board**" (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 term shall mean and include its successors and permitted assigns)

Whereas Selection Board 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 Selection Board 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. Selection Board 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 Selection Board 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 Selection Board.
4. Neither Selection Board 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 their 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 Selection Board to the successful Bidder for performance of the obligations arising out of the Work order and any delay will enable Selection Board 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 Selection Board due to non-performance of the obligations arising out of the purchase order, the Earnest Money Deposit/Security Deposit will be forfeited.
  2. In addition, Selection Board reserves the right to award the work to any other party/parties and the loss/expenses incurred thereafter will be recovered from the Successful Bidder.
  3. Penalty will be levied if the Assigned work has not been completed in full within the stipulated period subject to Force Majeure conditions.
7. The RFP Schedule enclosures, the detailed final offer of the Successful Bidder and the purchase orders will form part of this contract. 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 Successful Bidder.
  8. Notwithstanding anything contained in the penalty clause, Selection Board reserves the right to blacklist the Successful Bidder from taking part in any of the procurement operations of Selection Board for a minimum period of three years from the date of blacklisting for failure to carry out supply in time or according to the quality and quantity prescribed or any such similar reasons. This penalty shall be over and above all other penalties. Such bidders would be automatically banned for 3 years from taking part in Selection Board's RFPs.
  9. Payment Terms
    - a. There shall be no provision of advance payments. 100% payment shall be made after successful completion of the full recruitment process for each post. Security Deposit/Performance Security shall be released only after 6 months from successful completion of contract.
    - b. Any payment due to the successful bidder will be released within 30 (thirty) days from the date of receipt of bills along with acceptance from Selection Board.
    - c. The TDS amount, Penalty if any, will be deducted in the payment due to the successful bidder. The Taxes as applicable during the contract period as specified in the RFP will be paid by Selection Board. In case, the Taxes have been reduced retrospectively, the successful bidder shall be liable to return the same to Selection Board.
    - d. The successful bidder shall have full and exclusive liability for payment of all Taxes and other statutory payment payable under any or all of the Statutes/Laws/Acts etc. now or hereafter imposed to the respective statutory authorities. Selection Board will not be responsible or liable for default on payment of taxes to the statutory authorities.
  10. The Successful Bidder shall be liable and/or responsible for the compliance of all Statutory Provisions, especially those relating to User Laws in respect of this Contract.
  11. Any notice from one party to the other given or required to be given hereunder shall be given by either:
    - a. Mailing the same by registered mail, postage prepaid, return receipt requested; or
    - b. Having the same delivered by courier with receipt acknowledged at the address set forth above or with other addresses and to the attentions of such other person or persons as may hereafter be designated by like notice hereunder and any such notice shall be deemed to have been served if sent by post on the date when in the ordinary course of post, it would have been delivered at the addresses to which it was sent or if delivered by courier on the date of acknowledgement of receipt.
  12. In case of breach of any of the conditions of the contract by the Successful Bidder during the contract period, Selection Board reserves the right to recover costs/liabilities arising directly due to such breach from the Successful Bidder.



ul Bidder.

13. In case of Political uncertainty, examinations may not be conducted by Selection Board for a certain period.

14. Termination of Contract

1. Termination for Default

a. Selection Board 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 Selection Board; 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 Selection Board, has engaged in fraudulent and corrupt practices in competing for or in executing the Contract.

b. In the event of Selection Board terminating the Contract in whole or in part, Selection Board 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 Selection Board 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

Selection Board 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 Selection Board.

3. Termination of Convenience

Selection Board 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 Selection Board 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. Selection

Board 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 Selection Board.

b. If the Arbitrator so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, another Arbitrator shall be appointed by Selection Board. 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 Selection Board
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, Selection Board, 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 Project] for Selection Board (hereinafter called the “Project”) of the Purchaser;
- 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 a 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),

Selection Board.

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 Constable Communication of 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 (Pattern of Examination)

	Written test	Marks	Measurement of Physical Standard				Physical Efficiency Test (PET)	NCC Certificate Mark			
			Category	Height (cm)	Weight (kg)	Chest (cm)		A	B	C	
Group-C Posts Constable Communication of Selection Board	Subject One Paper consisting two parts. Part-A & Part-B	Mark Total – 100 Marks				Unexp	exp	a) 1.6 KMS Run Men-7 Mins Women-9 Mins.			
								<b>Qualifying</b>	1	2	3
		Part-A (25 Marks) Part-B (75 Marks)	UR/SEBC (M)	168	55	79	84				
			UR/SEBC (W)	158	47.5	..	..				
			SC/ST (M)	163	50	76	81				
			SC/ST (W)	153	45	..	..				
		Part-A (Odia Language, English Language, Arithmetic, Aptitude test and Logical Reasoning etc.) (The standard of questions shall be of +2 standard)	25								
Part-B (Proficiency in Computer)	75										

A) OMRE

Eligible candidates after scrutiny of the online application form will appear in the Written Test (OMR)

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

For the Post of Constable Communication- 1 (one) Paper comprising of the following Parts:

- Part A-25 Marks
- Part B -75 Marks

**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.

**Appendix – IXA (Format- Commercial Bid Covering letter)**

*(To be submitted on letterhead of the responding firm)*

To

A.I.G.of Police,(Provisioning), Selection Board, Cuttack.

Pin-753001

Sub: Commercial Bid Submission on facilitating Conduct of OMR Based Recruitment Examination & PMT/PET ( Constable Communication) for Selection Board.

Sir,

We, the undersigned, offer to provide the service for facilitating conduct of OMR Based Recruitment Examinations (OMRE) for Selection Board", 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 Constable Communication.

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#	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		
<b>** 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</b>				

### 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.	2010 -21	
2.	2021 – 22	
3.	2022 - 23	
4.	2023-24	
5.	2024-25	
6.	<b>Average turnover:</b>	

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, Selection Board 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) for Facilitating Conduct of OMR Based Written Examination, Physical Measurement Test & Physical Efficiency Test for Constable Communication of Group-C Posts of Selection Board.  
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 or 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: