



ODISHA STATE CIVIL SUPPLIES CORPORATION LTD.

Request for Proposal

Selection of Recruitment Agency To Conduct Computer Based Test (CBT)

RFP Advt. No.9551//OSCSC, Dated 30.06.2023

[Re-Tender]

Invited by:

**The Managing Director
Odisha State Civil Supplies Corporation Ltd. (OSCSC Ltd.)
Head Office, C/2 Nayapalli, Bhubaneswar - 751012**

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DISCLAIMER

The information contained in this Request for Proposal (hereinafter refer to as "RFP") document provided to the bidders by or on behalf of the Odisha State Civil Supplies Corporation Ltd. (OSCSC Ltd.), (hereinafter refer to as OSCSC Ltd.), or any of their employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

The purpose of this RFP document is to provide the Bidder(s) with information to assist in the formulation of proposals. This RFP document does not purport to contain all the information each Bidder may require.

This RFP document may not be appropriate for all persons and it is not possible for OSCSC Ltd., their employees or advisors, to consider the business/investment objectives, financial situation and particular needs of each bidder who reads or uses this RFP document.

Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary, obtain independent advice from appropriate sources.

OSCSC LTD, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.

OSCSC LTD shall be the sole and final authority with respect to qualifying a bidder through this document. The decision of tender inviting authority in selecting/appointing the agency who qualifies through this document shall be internal and it reserves the right to reject any or all the bids without assigning any reason thereof.

OSCSC LTD may terminate the process at any time without assigning any reason and upon such termination, OSCSC LTD shall not be responsible for any direct or indirect loss or damage arising out of such a termination.

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

RE-TENDER NOTICE (e-Tender)

Odisha State Civil Supplies Corporation Ltd. (OSCSC Ltd.)
Head Office, C/2 Nayapalli, Bhubaneswar - 751012
Phone: 91-674-2393038 E- Mail- gmadoscsc@gmail.com

AE-03/2022 RFP Advt. No.9551 //OSCSC, Dated 30.06.2023

Request for Proposals are Invited from Eligible Bidders For 'Selection Of Recruitment Agency to Conduct Computer Based Test (CBT) For Recruitment Of Different Posts for and on behalf Of OSCSC LTD.' The tender document with all information relating to the tender process, including tender document cost, EMD, eligibility criteria, scope of work, terms & conditions, evaluation criteria and formats of submission of tender, may be downloaded from the website www.foododisha.in www.tendersodisha.gov.in & www.oscsc.in.

1	Availability of RFP document	From Date 03.07.2023 Downloadable from website: www.oscsc.in , www.foododisha.in & www.tendersodisha.gov.in
2	Pre-Bid Meeting	On Date 10.07.2023 at 15:00 Hours at OSCSC Conference Hall.
3	Last date and time for online submission of completed proposal.	Through e-Procurement Portal: < www.tendersodisha.gov.in > On 31.07.2023 up-to 17:00 Hours.
4	Date, time and venue for opening of Technical Proposal & Pre-qualification Evaluation	On 01.08.2023 at 11:30 Hours at OSCSC Conference Hall.
5	Technical Presentation by the prequalified Bidders only.	Shall be communicated to such bidders only via e- mail.
6	Date & time of Financial Bid opening (Only of Technically Qualified Bidders)	To be announced after technical bid evaluation.
7	Venue of the opening of Technical & Financial Bids	Conference Hall, Odisha State Civil Supplies Corporation Ltd., C/2, Nayapalli, Bhubaneswar 751012
8	Contact Officer	General Manager (Admin) , Odisha State Civil Supplies Corporation Ltd., C/2, Nayapalli, Bhubaneswar 751012. The official mail id is - gmadoscsc@gmail.com

Any amendment in the tender document due to decision in pre-bid meeting/extension of bid if any shall only be notified in the websites mentioned above. The authority reserves the right to cancel any or the entire selection process without assigning any reason thereof.

By order of Managing Director

Sd./-

General Manager (Admn.)

1. Introduction

1.1. About OSCSC Ltd:

Odisha State Civil Supplies Corporation Ltd. (OSCSC) is a fully owned State Government Corporation registered under Companies Act 1956. It intends to recruit quality manpower for various vacant positions in a time bound manner.

1.2. Objective of this RFP:

Odisha State Civil Supplies Corporation Ltd. (OSCSC) invites proposals from eligible and interested parties through this RFP for evaluation and selection of a most suitable Recruitment Agency through an open competitive process to engage as its recruitment agency. The Agency is expected to successfully carry out recruitment process on behalf of OSCSC for posts given in Para 1.3 below.

1.3. Detail Recruitment Plan:

The details of manpower to be recruited and the method of selection are given in the table below. However the exact numbers of posts are subject to change.

SL. No.	Name of Post	Tentative No. of Vacancies	Category of Post (UR/Women/ SC/ST/SEBC/ OBC)	Qualification	Method of Selection (Online Exam & Interview)
Grade-II					
1.	Assistant Law Officer	1			
Senior Grade-III					
2	Legal Assistant	2			
Grade-III					
3	Jr. Accountant	43			

N.B.:- The requisite qualification for individual post will be intimated to the successful agency later.

1.4. Fact Sheet:

Particulars	Description in Short
Scope of the Bid	The Scope of Work broadly covers (a) designing paper Advertisement (b) developing and customizing online applications system; (c) hiring and maintenance of online server; (d) auto generation of acknowledgement / token number as a receipt of application;(e) downloading applications with computer generated registration number; (f) sending e-mail and SMS to the candidates regarding date & venue for Online Test; etc (g) arrangement for downloading call letters for test , (h) consolidation of application data;(i) exam fee collection (j) roll number generation;(k) setting of question papers, (l) Conduct online Examination; (m) preparing, developing and finalizing result sheet of online test; (n) any other process or activity incidental and necessary for recruitment process.
Eligibility of the Bidders	The bidder being a company registered under Companies Act in India or a partnership firm or a proprietorship firm registered under relevant acts in India may apply for this bid, provided it fulfils and necessary eligibility criteria prescribed under pre-qualification eligibility criteria.
Method of Selection	Least Cost Based Systems (LCBS) shall be used to select the most responsive bidder. Two bid systems will be followed namely Technical Bid & Financial Bid. The bidder needs to qualify in the Pre-qualification phase for consideration of financial bid opening.
Bid Document fees	RFP can be downloaded from the website. The bidders are required to deposit document processing fee of Rs.11,800/- (Rupees eleven thousand eight hundred only inclusive of GST @18%) through online system only through a process as per works Department office Memorandum vide Letter No.17254 dated 05.12.2017 failing which the bid shall be rejected(Copy of the Memorandum is attached).
Earnest Money Deposit (EMD)	Earnest money Deposit of Rs.3 Lakhs (Rupees Three Lakhs) shall be in shape of payment through online system only through a process as per works Department office Memorandum vide Letter No.17254 dated 05.12.2017 failing which the bid shall be rejected (Copy of the Memorandum is attached).
Contract period	The period of contract shall remain valid till completion of the assignment or 2 years from the date of signing of contract, whichever is earlier.
Language of the Bid	The proposal should be prepared by the bidder in English language only
Currency of the Bid	The bidder should quote price in Indian Currency only. The offered price must be exclusive of taxes and duties. The taxes as appropriate & applicable would be paid at the prevalent rates.
Validity period	Proposals / bids following submission shall remain valid for a minimum period of 180 days from the date of opening of Price Bid. However the OSCSC Ltd. may extend the period of validity in case of exigency, with mutual consent.
Bid Submission:	To be submitted online using e-procurement portal < www.tendersodisha.gov.in >
Consortium/Sub-Contract	Consortium or sub-contract is strictly prohibited.
Addressee of the Tender Inviting Authority	Managing Director, Odisha State Civil Supplies Corporation Ltd. (OSCSC Ltd.) Head Office, C/2 Nayapalli, Bhubaneswar - 751012

2. Scope of Work

2.1. The scope of work of the consultant/ agency includes among all relevant assignments, assistance in designing of recruitment Advertisement, development and customization of online applications system, hiring & maintenance of online server, arrangement for downloading of filled application form with computer generated registration number, despatch of e-mail and SMS to the candidates regarding date & venue for Online Test etc., arrangement for downloading of call letters for online test, consolidation of application data / exam fee, roll number generation, venue booking, preparation of question papers, deputing officials and co-coordinators to the venues decided for test, preparatory for the test, conduct of Computer Based Test, evaluation and finalization of the test.

2.2. The scope described above is indicative in nature. However, the Agency has to provide all necessary support required to facilitate a foolproof Computer Based Test (CBT) system including technical, managerial, infrastructural and operational support necessary for fulfilling the very objective of the assignment. Broadly the assignment covers:

- a. Designing and finalisation of Recruitment Advertisement content and layout for publication.
- b. Hosting of application software suitable, secured and appropriate for recruitment including online application, examination, evaluation, fee collection, auto communication to the candidates (System- generated automated response and/or query-specific response), exam venue allotment, etc.
- c. Provide well-equipped examination centre/facilities (owned or hired) of requisite number and size to conduct online test. In case of hired facility the Agency has to submit the agreement copy with necessary details. The Agency should have at least two such facilities (owned or hired) at Bhubaneswar having minimum sitting capacity of 250 candidates at each venue. Other locations (if needed at other cities like Cuttack, Berhampur, Rourkela & Sambalpur looking at the number of candidates. However such additional centers shall be in the district headquarters.) may be decided looking at the number of candidates.
- d. Generation and communication of Admit Card.
- e. Preparation of Test Materials.
- f. Designing and development of Question paper.
- g. Facilitating Mock Tests and Conducting On-line Examination in CBT mode.
- h. Preparation of select list.
- i. Preservation of Data.

2.3. Key Activities to be carried out by the Agency

Sl. No.	Activities	Details of Job to be undertaken
1	Computer Based Test (CBT)	<p>1. <u>Application</u></p> <ol style="list-style-type: none">a) Hosting of Online Application Form for registration of Candidates.b) Scrutiny of the application forms with the supporting documents attached by the candidate.c) Categorizing the list of candidates as per the post wise qualifying cut-off marks prescribed by OSCSC Ltd. either in the descending / ascending orders of preference. <p>2. <u>Fixation of Test Centres</u></p> <ol style="list-style-type: none">a) Provide suitable venues in & around Bhubaneswar (if needed at other cities like Cuttack, Berhampur, Rourkela & Sambalpur looking at the number of candidates. However such additional centers shall be in the district headquarters.) to conduct CBT with required facilities including computer

Sl. No.	Activities	Details of Job to be undertaken
		<p>system, internet connectivity, sitting arrangement, drinking water, toilets, etc. the agency shall also provide required trained manpower for conducting the test including invigilation, supervision, etc. Depending upon the number of eligible candidates Computer Based Test shall be conducted at the location as decided by OSCSC Ltd. All the exam venues should be under cctv surveillance.</p> <p>b) Well reputed institutes having experience of conducting CBT for PSUs / Central and / or State Government bodies, Leading Public Sector Banks, etc will be selected. In case of hired location also, the Agency shall ensure that the hired facility or institute is preferably having experience of conducting similar CBT for PSUs / Central and / or State Government bodies, Leading Public Sector Banks, etc.</p> <p>c) To brief Centre Superintendents, Invigilators and other staff at all test centres.</p> <p>d) To make all necessary arrangement at all test centres for the conduct of test in a smooth and fair manner.</p> <p>e) To strictly follow COVID guideline while arranging the test centres.</p>
		<p>3. Generation of Admit Cards for CBT</p> <p>a) To generate and allot unique Roll No. and test centre to the provisionally eligible candidates.</p> <p>b) To design Admit Cards for provisionally eligible candidates.</p> <p>c) To develop software for uploading admit cards on the dedicated portal with the facility for candidates to download their admit cards online.</p>
		<p>4. Development of Question Papers</p> <p>To enlist the participation of subject matter experts in preparation of question bank. The experts' team will decide the numbers of question per section, standard distribution of marks. The questions of so framed need to be in tandem with the basic qualification desired for respective posts.</p>
		<p>5. Result Processing</p> <p>a) To evaluate the Answer Sheets of all candidates through software.</p> <p>b) To compile the result as per the criteria laid down by OSCSC Ltd. on the same day of Computer Based Test.</p> <p>c) To prepare and provide the post-wise merit lists in a mutually agreeable format in respect of different categories.</p> <p>d) To inform the successful candidates called for practical test (if required) or original document verification by sending SMS on the mobile numbers registered by the applicant.</p> <p>e) The Agency will ensure safe storage of the candidate data base atleast for the next ten years.</p>

2.4. Recruitment Size:

The qualification for each post, exact number of personnel to be recruited and other details will be provided by OSCSC after engagement of the Agency. However it is estimated to recruit around **46 (Forty-six)** personnel (tentative) across all categories within the stipulated period to be decided by OSCSC. The recruitment thus planned may be a onetime exercise or in a phased manner as per the requirement of OSCSC Ltd. Further the total number of posts may vary because of a changed context.

2.5. Roles & Responsibility of the Recruitment Agency

- 2.5.1 The Recruitment Agency shall act as per the scope of work as defined in RFP.
- 2.5.2 To prepare multiple set of question papers for each post. The syllabus of the question papers (Preferably General knowledge, subject specific & Computer Test) shall be collected from OSCSC after the valid contract agreement.
- 2.5.3 To shortlist the candidates for Computer Based Tests in the form of assigned code against each candidate.
- 2.5.4 To design the admit card in consultation with OSCSC & upload the same in the website and facilitate download of Admit cards by the candidate.
- 2.5.5 To provide one dedicated telephone number for the candidates to get their queries clarified.
- 2.5.6 To confirm intimation to the candidates over phone for appearing at Online examination & simultaneously at the Technical test.
- 2.5.7 The examination centres shall be based preferably in Bhubaneswar. Inclusion of other locations (i.e. at cities like Cuttack, Berhampur, Rourkela & Sambalpur) may be decided looking at the number of candidates. However, such additional places shall never be below the district headquarters.
- 2.5.8 To provide adequate infrastructure facility at the examination venue both for Computer Based Test and wherever necessary practical tests.
- 2.5.9 To finalise the examination centers having easy connectivity. The exam centres before being firmed up need to be shared with OSCSC Ltd.
- 2.5.10 To provide adequate logistic support at the exam venue.
- 2.5.11 To ensure adequate security provision at the examination venue.
- 2.5.12 To submit the system generated evaluation sheets i.e candidate database in “pdf” format in Pen-drive/hard disk, which will be uploaded in the server for future compliance.
- 2.5.13 To provide merit list of candidates on the ratio of 1:3 vis-a-vis the number of advertised posts in respective categories
- 2.5.14 To keep the database for a minimum period of 10 Years for required compliances in future.
- 2.5.15 To maintain confidentiality about the process and product.
- 2.5.16 To abide by all the stipulations made by OSCSC Ltd.
- 2.5.17 Reports/deliverables required from the agency
- a) To put in place the process and the infrastructure required for the examination.
 - b) Formulation of verifiable matrix for conduct of online examination (CBT).
 - c) To observe compliance with government regulations
 - d) To provide reports as and when required with regard to the present assignment
- 2.5.18 It shall be the sole responsibility of the prospective Bidder(s) to check the web site from time to time to take note of amendment(s)/clarification in the RFP Document. The Corporation will not be held responsible in case any of the bidders failing to remain updated.
- 2.5.19 The Recruitment Agency will be responsible for one time error free and transparent conduct of examination in the manner delineated hereafter. The agency should have competent and skilled manpower to conduct such exam.
- 2.5.20 The Recruitment Agency shall observe transparency and unwavering commitments towards conducting a smooth, fair and on-time examination.
- 2.5.21 The Recruitment Agency will develop a recruitment plan, clearly listing out the activities involved in the process along with timeline for each such activity.

2.6 Detailed Scope of Work

2.6. Pre Examination Process

2.6.1 Development of Web Portal for Registration

- a) The Agency will have the pre examination related activities performed including development of web portal for registration of candidates. This is a dedicated portal designed for candidates' registration.
- b) The Pre-examination process shall include :
 - 1) Development of web portal
 - 2) Designing the format of application for online submission by the candidates to be linked to OSCSC LTD. Website
 - 3) Generation of registration number.
 - 4) Online fee payment gateway solution for fee collection through debit card/credit card/ internet banking/ mobile wallet (through National Payment Corporation of India).
 - 5) Generation of admit card

2.6.2 Publication Advertisement:

- a) The Advertisement text and format shall be prepared in consultation with the Recruitment Committee of OSCSC Ltd. The publication costs and expenses shall be borne by the OSCSC Ltd.
- b) The proposed web portal should be customizable and have the facility to assign users and generate various reports in the format provided by the OSCSC Ltd. It is required from the agency that they should provide backend technical support including hardware required during the course of execution. The agency has to provide data centre support with disaster recovery and bandwidth support for project execution

2.6.3 Processing of Online Application and Registration:

- a) The Agency shall host application software on a suitable Server System and provide the URL link on OSCSC's official web site for applying online.
- b) The Agency shall hire the secured server services for data collection, hosting etc. along with requisite software licenses for recruitment.
- c) Agency shall ensure online hosting/display of recruitment advertisement, instruction, and other information related to examination, from time to time.
- d) The Agency shall design, develop, customize and host the format of online application as per the need of the OSCSC Ltd. for different tests.
- e) Agency shall ensure online registration of candidates with facilities to upload scanned soft objects viz. photograph, thumb impression and signature in the application form and uploading of scanned copies of documents (such as proof of DOB/ Education/ Caste/ Ex-serviceman/ Handicapped certificate etc. as applicable to each candidates) . Candidate's Validation and screening at the time of registration, as per rules and requirement are specified.
- f) Agency shall ensure online fee collection through Debit/ Credit Card, Net- banking or mobile wallet etc. it is the responsibility of the selected agency to facilitate the payment gateway for online payment.
- g) The Agency shall provide user ID and Password to the authorized representative of OSCSC to access the applications on line (If required).
- h) On successful submission of online application by the candidate, it is the responsibility of the Agency to ensure auto generation of unique registration number and password of the candidate in the portal, which will be, transmitted suo-motto to his/ her mail ID. The registration number will be the key number for candidates for any type of future correspondence/queries.

- i) The Agency shall provide helpline number and / or e-mail ID in the advertisement for recruitment to resolve queries / difficulties occurring while applying online. It shall resolve all queries on daily basis within 24 hours at the maximum.
- j) Application format shall generally contain following fields to capture all relevant information relating to candidates. (Mandatory and Optional Fields to be clearly indicated).

2.6.4 Personal Information:

The Agency shall incorporate the following data field in the application form to be hosted on the web portal.

- a) Name of the candidate: Surname, First Name & Middle Name
- b) Father's & Mother's full name:
- c) Date of Birth: dd-mm-yyyy format in drop down box form
- d) Auto-generated age as on the particular date (as specified in the advertisement) in dd/mm/yyyy format.
- e) Mailing Address: It should contain 3-4 rows of boxes for typing the address of mail. In addition separate compulsory box shall be provided for pin code.
- f) State of domicile -drop down box form
- g) Valid E-mail address to be provided compulsorily.
- h) Contact Mobile phone for sending SMSs.
- i) Additional Telephone number (along with STD code) (Optional)
- j) Gender - Male/ Female - drop down box form.
- k) Marital Status - drop down box form.
- l) Category: SC/ST/SEBC/General - drop down box form showing the caste status. For caste other than General, Original caste certificate shall be scanned and uploaded through drop down box-yes/no.
- m) Person with disability: drop down box form - yes/no, if yes type of disability through drop down box & percentage of disability through drop down box & uploading of the scanned copy of the certificate through drop down box-yes/no.
- n) Whether applying under the quota of sports persons: drop down box form - yes/no, if yes name of sport and the level of participation through drop down and submitting the required certificate through drop down box-yes/no.
- o) Whether applying under Ex-Servicemen quota: drop down box form - yes/no, if yes mention rank at the time of retirement through drop down box.
- p) Whether applying as an Outsourced in position employee of OSCSC: drop down box form - yes/no. if yes, then there will be space to enter the date of engagement. The total years of experience will be calculated by the system automatically and so will be the completed years of experience. Whether Experience certificate issued by the Competent Authority submitted through drop down box. (yes / no) . If yes then scanned copy has to be uploaded.
- q) Choice of centres in dropdown box form. The candidate will be asked to choose one centre from amongst the centres mentioned in the advertisement.
- r) Details of quota will be exhibited in the advertisement.
- s) Cut of date of eligibility like on the last date of application or date of publication of advertisement.

2.6.5 Educational Qualifications

For filling up of requisite qualifications, a table shall be provided. Each table shall contain qualification, Subjects/ specialization, Period (from-to), year of passing, College/ Institute/ University, percentage of marks etc. At least 7 rows to be provided for qualifications with provision to add further, if required by the candidate.

2.6.6 Work Experience

- a) For filling up of work experience, table shall be provided. Each table shall contain
 - i. Name of Organization,
 - ii. Position held,

- iii. Period of Experience (From dd/mm/yy to dd/mm/yy)
- b) Nature of experience; Private/public (drop-down), Pay scale details, etc. In separate columns. At least 5 rows to be provided. For adding new experience, add one button will be provided.
- c) Total no. of years of experience shall be shown at the end of experience table.
- d) Experience shall be calculated automatically on the basis of data provided by the candidate till the date mentioned in the advertisement.

2.6.7 General Information:

- a) The online application system shall be closed automatically on last date and time mentioned in the advertisement.
- b) The system shall find age, qualification & payment of fee and their conformity to existing provisions on the cut off date. The system shall also take care of the relaxation of age, application fees as the case may be as provided to SC/ST/ SEBC/Women/Person with disability /Ex-servicemen persons/ outsourced personnel. The details of criteria of relaxation shall be provided by OSCSC Ltd.
- c) Mandatory fields: The application format shall contain some mandatory fields distinguished with an indicator, which a candidate is required to fill in. Unless these mandatory fields are filled by an applicant, he / she will not be allowed to proceed further and submit the online application/registration.
- d) Wherever, the system requires filling up of these mandatory fields or filling up of data in particular format, i.e., numeric/ alphabetical/ use of special characters etc., the system will guide the candidates through pop-up windows by giving appropriate instruction.

2.6.8 Scrutiny, Validation and Communication:

- a) The Agency shall host the OSCSC's business application solutions and data on a secured Data Centre complying with ISO 27001 Standards. The bidder shall furnish valid certifications to that effect for verification on the last date of submission of the bid, so that it covers the contract period. OSCSC Ltd. shall have right to get the Agencies' Data Centre audited by an independent and reputed third party for its security, data integrity and audit trail, confidentiality, integrity, authentication, availability, authorization and non-repudiation related features (software security test), including provisions of CERTIn (Indian Computer Emergency Response Team). The Agency shall rectify the flaws and comply with change requests that may arise during audit. The list of the firm's designated personnel will be shared with the Corporation.
- b) The Agency shall have to verify and validate through system the receipt of application fee and registration of the candidate.
- c) Besides this, Agency shall devise solution to an automated response through e-mail and SMS to all the candidates about the Registration No. and Password required for further recruitment process immediately on successful registration. The bidder will have to create a unique email ID for OSCSC for this purpose at his server. A copy of the e-mail messages sent to applicants shall be sent to the unique e-mail ID of OSCSC created for this purpose for record and future reference.
- d) The Agency shall develop a computer-based real time MIS system to capture and monitor the total activities associated with the recruitment process for the use of OSCSC. The reports/views as part of the MIS shall be finalised on mutual consent.

2.6.9 Preparation of Test Material:

- a) Bidder shall prepare standard test procedure and test material, in consultation with the OSCSC, with a view to conduct the test uniformly in a fair and transparent manner at all venues. The procedure should be exhaustive and clearly indicate all possible activities keeping in mind different people and venues. For this purpose the bidder shall be

required to prepare a Test Manual covering standard procedure, Standard Formats for capturing information etc.

- b) Test Manual: The agency will prepare the test manual within 15 days from the date of issue of the order of assignment and get it approved by Corporation. The Test Manual shall contain guidelines for all team members of the successful bidder (Agency) who will be responsible for the execution of the test. This manual will be thoroughly gone through by the functionaries of successful bidder who will adhere to the guidelines without fail.
- c) The Manual shall define the roles and responsibilities of individual functionaries of the tendered firm who will be involved in conduct of test, preparation of duty chart, disparity report, venue wise candidate count report and other relevant papers necessary for the exam.
- d) List of candidates: The Agency will have to provide and room wise list of candidates in observance of alphabetical order. This list will also be displayed prominently at the test venue by the bidder.
- e) Attendance Sheet: The Agency will have to prepare classroom wise attendance sheet of the candidates for all venues. The Attendance sheet should clearly indicate the roll number, post, name, caste category, horizontal reservation against each candidate.

2.6.10 Designing & Development of Question paper:

- a) Subject matter experts engaged by the selected firm, will contribute in preparing a question bank. The experts' team will decide the numbers of question per section, its difficulty level, and how many question are to be selected from a particular chapter.
- b) The agency should capture the required details as specified by OSCSC. Define tags, difficulty level at each question level. The candidates should have the flexibility to navigate among the questions. System should present only unanswered questions on demand for quick answering.
- c) However, the encryption should be done before uploading the sets of question paper. The question paper should be password protected and pushed to the local server only 45 minutes before the start of the examination. The question paper is to be de-crypted at the local server using the password only 30 minutes before the start of the examination.
- d) The candidate can only login 15 min, before the scheduled time using the registration and unique ID for instruction. But the actual set of question paper should open and close strictly at scheduled time only. The clock of the server installed at the center should be in-sync with the central server of the Agency.
- e) Digital clock and photograph of the candidate should be displayed at the right corner of the displayed unit.

2.6.11 Setting Question Paper for Online Test

- a) The agency shall prepare multiple choice objective type question for Online Tests for each post code.
- b) Design and development of Question Set with multiple choice answers (200nos), so as to judge the engineering/professional subject knowledge (75%), numerical and logical reasoning questions (10%), general knowledge (10%) and English knowledge (5%) for the post of 'Junior Accountant'.
- c) For the post of 'Assistant Law Officer and Legal Assistant'- English Language (20%), Current affairs including General Knowledge (20%), Legal Reasoning (40%) & Logical Reasoning (20%).
- d) The number of questions in each segment, marking and test duration will be decided in consultation with OSCSC.
- e) Question Set for each post should necessarily be prepared from various Experts of repute so as to avoid risk associated with single source.

2.6.12 Activities for Online Test:-

- a. Number of Sets & Sequencing of Questions for Online Test:

- (I) Each test will have four sets (A, B, C, D) with same questions but with changed sequence.
- (II) Randomization of questions across all the four 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. The process should be 100% accurate and it should not result in any wrong interpretation of the question.
- (III) The questions should be in English Language. System should support Special characters to support Engineering formulae.
- (IV) Instructions shall appear on the screen for familiarizing the candidates. The instruction for candidates will be decided in consultation with OSCSC.

b. Conduct of Online Test:-

Examination Stage Activities:-

- (I) Manual attendance sheet with photo, thumb impression and signature.
- (II) Capturing of Bio-metric data before attempting the CBT. This data will utilize to authenticate the candidate at the time of verification/ joining.
- (III) Conducting Branch discipline-specific (Technical/Non-technical), multiple-choice online examination in different cities across the State.
- (IV) At least 10% Buffer nodes to be available at each centre of examination so that a candidate does not have any loss of time, in case of any problem.
- (V) System generated random seat arrangement such that no two candidate side by side have same set of paper.
- (VI) Randomized question in each set, for each discipline.
- (VII) Record of candidates responses, audit trail etc. in pre-determined way.
- (VIII) Secured data transmission between exam centres and central server. Provision of primary and secondary server at each centre.
- (IX) Event record of question paper loading at central server, encrypted paper downloading at centre server, de-cryption time, password entry time and data transmission time from centre to main central server, is to be provided city-wise and center -wise.
- (X) The candidate can only login 15mintues before the scheduled time using the registration and unique ID for instructions. But the actual set of question paper should open and close strictly at scheduled time only. The clock of the server installed at the center should be in-sync with the central server of the Agency.
- (XI) Facility for navigation among the questions.
- (XII) Digital clock and photograph of the candidate should be displayed at the right corner of the display unit.
- (XIII) An automatic system generated acknowledgement slip will be sent to the candidate's registered email ID featuring the date, time & venue of the examination alongwith details of questioned set number and numbers attempted questions.
- (XIV) To address the queries of candidates regarding system operation.
- (XV) Examination proctoring (i.e. invigilating).
- (XVI) Minimum manpower deployment at each examination centre must be as per following requirement: Each Exam Centre of capacity of 250+10 buffer should have the minimum following personnel's to be deployed by the agency:
 - 1. Test Centre Administrator: 1(one) for each centre
 - 2. IT Manager: 1(one) for each 250 candidates.
 - 3. Invigilators: 1(one) per 30 systems or per lab.
 - 4. Support Staff: 1 (one) per 100 candidates.
 - 5. Security Guards: 2(two) per 100 students.
 - 6. Peons: 2(two) per 100 students.

2.6.13 Other Technical Specifications:

- a. The Recruitment Agency should ensure that there is no loss of response related data for any candidate or any other data related to the examination either from the client systems or from the main and backup servers.
- b. The Recruitment Agency should ensure that the event (click) based log (audit trail) for every candidate will be generated and saved on the servers.
- c. The examination software should be capable of encrypting Question Paper using 128 bit AES+RSA encryption before upload.
- d. The examination software should allow Virtual Keyboard option for the candidates to prevent unauthorized access of Internet.
- e. The examination software should allow Question Paper upload only before the pre-prescribed time line of the test.
- f. The examination software should allow for monitoring and supervision of Test Centre activities at designated offices.
- g. The examination software should be capable of generating the raw scores within 24 hours of providing the answer keys.

2.6.14 Post Examination Process:

2.6.14.1 Agency's Responsibility at post examination stage shall include:

- a) Agency will scrutinize the application forms of the candidates who qualify the CBT, based on the scanned certificate uploaded during the registration by the candidate, OSCSC may authorize anyone to check the system any time. However confidentiality is to be maintained at all levels.
- b) Preparing merit list category wise, branch wise in descending order.
- c) Other list as per requirement of the OSCSC.
- d) Disclosure of any record/ marks/merit/ status before the declaration of final result will invite cancellation of the Contract/ Agreement and other administrative action as deemed fit will be taken against the agency.
- e) Answer key will be displayed for 07(seven) days after the Test. Objections/ Queries received online should be attended and remedial action to be taken.

2.6.14.2 Uploading of Result with PDF Images on web server:

- a) Bidder should have enough technical knowledge and infrastructure i.e hardware, servers, leased line with appropriate bandwidth for huge volume of login and downloading of data and images at a time
- b) After preparation of Result sheet, uploading of PDF Images of Result database of each candidate on web server with searchable application for viewing of online result and downloading of PDF Image.

2.6.14.3 Grievance Management System

The Agency will provide a Help Desk service over telephone to answer the queries raised by the callers. The help-desk shall be competent enough to address the issues raised by the applicants correctly and timely.

NOTE: The entire process shall be designed in such a manner so as to ensure that there is zero scope of any kind of malpractice and mischief mongering.

3. Instruction to Bidder

3.1. Submission of Proposal in the e-Procurement Portal:

- 3.1.1 The Applicant intending to participate in the bid is required to register in the Portal i.e. **www.tendersodisha.gov.in** furnishing required information about them. This is a onetime activity for registering in Portal. During registration, the Applicant has to attach a Digital Signature Certificate (DSC) to his / her unique user ID. The DSC used must be of appropriate class (Class II or Class III) issued from a registered Certifying Authority such as n-Code, Sify, TCS, MTNL, etc.
- 3.1.2 To log on to the portal the Applicant is required to type his/her username and password. The system will again ask to select the DSC and confirm it with the password of DSC. For each login, a user's DSC will be validated against its date of validity and also against the Certificate Revocation List (CRL) of respective CAs stored in system database. The system checks the unique ID, password and DSC combination and authenticates the login process for use of portal.
- 3.1.3 The tender documents uploaded by the Tender Inviting Officer in the website **www.tendersodisha.gov.in** will appear in the section of "Upcoming Tender" before the due date of tender sale. Once the due date has arrived, the tender will move to "Active Tender" Section of the *homepage*. The publication of the tender will before specific period of time till the last date of submission of bids as mentioned in the 'Invitation for Bid' after which the same will be removed from the list of Active tenders Any bidder can view or download the bid documents from the web site.
- 3.1.4 If the *software* application has the provision of payment of cost of tender document through payment gateways of *authorized* bankers by directly debiting the account of the bidders, bidders will be required to avail on-line payment.
- 3.1.5 Furnishing scanned copy of such documents is mandatory along with the tender documents otherwise his/her bid shall be declared as non-responsive and thus liable for rejection.
- 3.1.6 In the case of any failure, malfunction, or breakdown of the electronic system used during the e- procurement process, the tender inviting officer shall not accept any responsibility for failures or breakdowns other than in those systems strictly within their own control.
- 3.1.7 Any third party/company/person under a service contract for operation of e-procurement system in the State or his/their subsidiaries or their parent companies shall be ineligible to participate in the procurement processes that are undertaken through the e-procurement system irrespective of who operates the system.
- 3.1.8 For submission of Bids through the e-Procurement Portal, the bidder shall up load the scanned copy/copies of document in prescribed format wherever warranted in support of eligibility criteria and qualification information The on line bidder shall have to produce the original documents in support of the scanned copies and statements uploaded in the portal before the specified date as per RFP.
- 3.1.9 Each bidder shall submit only one bid for one package. A bid is said to be complete if accompanied by cost of bid document and appropriate bid security. The system shall consider only the last bid submitted through the e-Procurement portal.
- 3.1.10 The Officer inviting the bid / GM (Admin) OSCSC Ltd. will clarify queries on the Contract Data on requisition by the intending Bidder. The bidder may ask question in the e-procurement portal using his DSC, provided the questions are raised before the date mentioned in the home page under critical dates.
- 3.1.11 Any addendum issued shall be part of the bidding documents and shall be notified in the websites.
- 3.1.12 The Officer inviting the bid shall provide entire RFP document along with forms and formats in the portal. The bidder shall carefully go through the document and prepare the required

documents and up load the scanned documents in Portable Document Format to the portal in the designated locations of Technical Bid. He will fill up the rates in designated Cell and uploads the same in designated locations of Financial Bid. Using DSC of appropriate class shall effect submission of document.

3.2. Tender Fees (Non-refundable) & Earnest Money Deposit (EMD)

3.2.1 The bidder must deposit Rs.11,800/- (Rupees eleven thousand eight hundred only inclusive of GST @18%) towards Bid Processing Fee and EMD of Rs.3 Lakhs (Rupees Three Lakhs Only) at the time of submission of application through online system only through a process as per works Department office Memorandum vide Letter No.17254 dated 05.12.2017 failing which the bid shall be rejected (Copy of the Memorandum is attached) .The EMD of unsuccessful bidders will be refunded within 30 days after final selection without any interest on their written request. EMD of the successful bidder will be adjusted towards the performance security. The interested bidder may refer to the 'Guidelines for bidders for payment Gateway' published in the website www.tendersodisha.gov.in.

3.2.2 The Earnest Money will be forfeited on account of one or more of the following reasons:

- a) The bidder if withdraws its proposal during the selection process (subsequent to opening of Bid)
- b) The bidder fails to provide required information during the evaluation process or submits false information/document in support of its qualification.
- c) In case of successful Bidder, if the Bidder fails to submit required performance security and sign the contract within prescribed time (i.e. 15 days from Notice of Award).

3.3. Performance Security:

The selected bidder will deposit a Performance Security (In shape of Bank Guarantee in favour of Managing Director, OSCSC Ltd.), within 15 days from the Notification of Award, for a value equivalent to 5% of the total estimated cost of work order (Rounded to nearest thousand). The performance security should be valid for a period of 60 days beyond the period of contractual obligations. The selected bidder shall be responsible for extending the validity date of the Performance Security as and when it is due on account of non-completion of the project. In case the selected bidder fails to submit performance security within the time stipulated, the OSCSC Ltd. shall cancel the order placed on the selected bidder without giving any notice. The OSCSC Ltd. shall invoke the performance Security in case the selected vendor fails to discharge their contractual obligations during the period or in case OSCSC Ltd. incurs any loss due to Agency's negligence in carrying out the assignment as per the agreed terms and conditions. The performance security shall be refunded to the selected bidder after successful completion of contract and successful exit management.

3.4. Bid Validity:

The bid shall remain valid for a period of 180 days from the date of opening of Price Bid. In exceptional circumstances, prior to expiry of the original bid validity period, the OSCSC Ltd. may request that the bidders extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A bidder may refuse the request and its EMD will not be forfeited for such refusal. A bidder agreeing to the request will not be permitted to modify its bid.

3.5. Format and Signing of Proposal:

3.5.1 The prospective bidder can download the tender from the website anytime after date and time of issue of RFP and save it in his system and undertake the necessary preparatory work off-line and upload the completed tender at his convenience within the due date and time of submission The Applicant shall only submit *single* copy of the proposal including required documents and Price Bid in the e-Procurement portal i.e. www.tendersodisha.gov.in within due date of submission. In the Financial bid, the bidder cannot leave any figure blank. He has

to only write the figures, the words will be self generated The Bidders are advised to up-load the completed Bid document well ahead of the last date & time of receipt to avoid any last moment problem of power/link failures etc.

- 3.5.2 The Applicant shall go through the Bid carefully and list the documents those are asked for submission. He shall prepare all documents including declaration form, formats and price bid etc., and store in the system. The applicant shall also ensure payment of Bid processing fee and EMD before submission of proposal completed in all respect.
- 3.5.3 The Applicant shall log in to the portal with his DSC and move to the desired tender for up loading the documents in appropriate place one by one simultaneously checking the documents. Once the Bidder makes sure that all the documents have been up-loaded in appropriate place he clicks the submit button to submit the bid to the portal.
- 3.5.4 The bids once submitted cannot be retrieved or corrected. Bids cannot be re-opened and cannot be submitted after due date and time. Therefore only after satisfying that all the documents have been uploaded, the Applicant should click on submit button.
- 3.5.5 In the e-Procurement process each processes are time stamped. The system can identify each individual who has entered in to the portal for any bid and the time of entering in to the portal.
- 3.5.6 The Bidder should ensure clarity of the document uploaded by him to the portal especially the scanned documents by taking out sample printing Non-submission of legible documents may render the bid non-responsive However, the Officer Inviting the Proposal if so desires can ask for legible copies or original copies for verification within a stipulated period provided such document in no way alters the Bidder's price bid If the Applicant fails to submit the original documents with in the stipulated date, his bid security shall be forfeited.
- 3.5.7 Signing of Bid: The Applicant shall digitally sign on all statements, documents and certificates uploaded by him, owing responsibility for their correctness/authenticity as per IT Act 2000. If any of the information furnished by the Applicant is found to be false/fabricated/bogus his EMD/ Bid security shall stand forfeited and the bidder is liable to be blacklisted.

3.6 Pre-Bid Conference

3.6.1 Pre-Bid Conference

- 3.6.1.1 There shall be pre-bid conference. The interested bidders have to carefully read, interpret and understand the clauses as given in this RFP document and submit their relevant queries through mail gmadoscsc@gmail.com on or before date **07.07.2023 till 17:00 Hours**. Any such query beyond this scheduled date & time shall not be entertained for discussion during the pre-bid conference. The pre-bid conference shall be held on date **10.07.2023 at 15:00 Hours** at the office of the OSCSC Ltd. Only one authorised person from each interested bidding company/ firm shall remain present in the meeting.

- 3.6.1.2 The queries should necessarily be submitted in the word or excel file in the following format:

Sl. No.	RFP Document Reference(s) (Section & Page Number(s)) [□]	Content of RFP requiring Clarification(s)	Points of clarification raised by the bidder
1.			
2.			
3.			
4.			

3.6.1.3 Responses to Pre-Bid Queries and Issue of Corrigendum/Addendum (if any)

- a) The Nodal Officer notified by the OSCSC will provide timely response to queries raised by the prospective applicants. ***At least 7 days prior to the last date for receipt of proposal***, OSCSC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by issuing a corrigendum or addendum.
- b) The Corrigendum/Addendum (if any) & clarifications to the queries raised by the prospective Applicants/bidders will be posted on the website www.foododisha.in, www.oscsc.in, www.tenders.gov.in.
- c) Any such corrigendum/Addendum shall be deemed to be incorporated into this RFP.

3.6.1.4 The bidders while submitting the proposal should submit duly signed scan copy of corrigendum/addendum along with it. In order to provide prospective applicant reasonable time for taking the corrigendum/addendum into account, OSCSC may, at its discretion, extend the last date for the receipt of Proposals.

3.7 Submission of Proposal:

3.7.1 Deadline for Submission of Proposal:

The online submission will remain active till the last date and time of the bid submission. Once the date and time (Server date and time) is over, the bidder will not be able to submit the bid. The date and time of bid submission shall remain ***unaltered*** even if the specified date for the submission of bids declared as a holiday for the Officer Inviting the Bid.

Prior to submission of bid, the bidder needs to ensure on the followings:

1. Online payment for Tender fees & EMD.
2. The entire bid document should be properly indexed with page number.
3. The documents to be up-loaded should be properly visible.
4. Filling of all the prescribed forms as detailed in the RFP, enclosing necessary supporting documents.
5. Self declaration sheet with page number reference should be given for the supporting documents to be up-loaded, separately for pre-qualification bid & technical bid table listed criteria as given in RFP, from which the committee can easily verify respective criteria.

3.7.2 Late Bids:

The system shall reject submission of any bid through portal after closure of the receipt time. For all-purpose the server time displayed in the e-procurement portal shall be the time to be followed by the bidder and concerned officers.

3.7.3 Modification and Withdrawal of Bids:

3.7.3.1 In the e-Procurement Portal, it is allowed to modify the bid any number of times before the final date and time of submission. The bidder shall have to log on to the system and resubmit the documents as asked for by the system including the price bid. In doing so, the bids already submitted by the bidder will be removed automatically from the system and the latest bid only will be admitted. But the bidder should avoid modification of bid at the last moment to avoid system failure or malfunction of Internet or traffic jam or power failure. If the bidder fails to submit his modified bids within the designated time of receipt, the bid already in the system shall be taken for evaluation.

3.7.3.2 In the e-Procurement Portal, withdrawal of bid is allowed. But in such case he has to write a letter with appropriate reasons for his withdrawal addressed to the Officer inviting the bid

and upload the scanned document to portal in the respective bid before the closure date and time of receipt of the bid. The system shall not allow any withdrawal after expiry of the closure time of the bid.

3.7.4 Opening and Evaluation of Proposal:

- 3.7.4.1 The Tender Inviting Officer shall open the bids on specified date and time. Bid opening date and time as specified in the Notice Inviting Proposal can be extended issuing a corrigendum to this effect in the portal, if necessary.
- 3.7.4.2 The bidders who participated in the online bidding can witness opening of the bid from any system logging on to the portal with the DSC away from opening place. Applicants are not required to be present during the bid opening to witness the process.
- 3.7.4.3 In the event of the specified date of bid opening being declared a holiday for the Officer inviting the Bid/GM Admin, OSCSC Ltd, the bids will be opened at the appointed time on the next working day.
- 3.7.4.4 The Opening Officers will first check the scanned demand draft towards Processing Fee and the scanned document of Bid Security with that of the original submitted. If found in order, then only further evaluation shall be carried out, else the proposal shall be declared invalid and be liable for rejected.
- 3.7.4.5 The bids accompanied with bid processing fee and bid security of prescribed value and description will be taken up for further evaluation with respect to eligibility, experience and financial strength based on document submitted.
- 3.7.4.6 The Proposal Inviting Officer may be asked in writing to the Applicant for clarification with respect to any document submitted along with the proposal or any other matter during the course of technical evaluation, if necessary.
- 3.7.4.7 The Applicant will respond in not more than 3 days of issue of the clarification letter, failing which the bid of the bidder will be evaluated on its own merit.
- 3.7.4.8 The Technical evaluation of all the bids will be taken up as per the information furnished by the Applicant. But evaluation of the bid does not exonerate the bidders from checking their original documents and if at a later date the bidder is found to have mislead the evaluation through wrong information, action) shall be taken against the bidder/applicant.
- 3.7.4.9 After technical evaluation of the Proposal and selection of the technically qualified Applicants, the financial bids of the technically qualified bidders only shall be opened (online) on the due date and time of opening.

4. Eligibility Criteria

4.1. Eligibility Criteria:

S. No.	Criteria	Minimum Eligibility Requirement	Documentary Evidence to be Submitted along with the Proposal
01	Legal Entity	<p>The Applicant can either be a Company or Partnership firm or a proprietorship firm registered under relevant Acts in India and is in similar business for at least 05 years as of 31st March 2023. The bidder should be a valid entity on the date of submission of Bid.</p> <p>The bidders should mandatorily possess the registration numbers e.g. PAN, GST, EPF, ESIC, TAN, etc., as applicable to them.</p>	<p>Self Attested Copy of:</p> <p>(a) Certificate of Incorporation /Registration</p> <p>(b) GST Registration Certificate</p> <p>(c) EPF registration certificate with number</p> <p>(d) ESI registration certificate with number</p> <p>(e) PAN Card Copy</p> <p>(f) IT Return Acknowledgement Copy for last five Financial years (i.e. FY-2017-18, 2018-19, 2019-20, 2020-21 and 2021-22)</p>
02	Average Annual Turnover	<p>Minimum Average Annual Turnover of Rs 5.00 Crores (Rupees Five Crores Only) in last five Financial years (i.e. FY-2017-18, 2018-19, 2019-20, 2020-21 and 2021-22)</p>	<p>(a) Copy of the audited Statement of Accounts (Balance Sheet and Profit & Loss Account) in last five Financial years (i.e. FY-2017-18, 2018-19, 2019-20, 2020-21 and 2021-22) Certificate by Chartered Accountant(Statutory Auditor) to this effect has to be submitted in Form 7.</p>
03	Quality & Capability Certification	<p><u>The bidder must have :</u></p> <p>i) ISO 27001:2013 (Information Security) OR ISO 20000:2011 (Information Service) :</p> <p>ii) SEI CMMi Level 3 in Software Development OR Software Service :</p> <p>iii) ISO 9001:2015 OR ISO 9001:2008</p>	<p>Self Attested Copies of the Certificates.</p>
04	Technical Capability	<p>The bidder must have successfully handled and completed end to end recruitment/selection process through Computer Based Test(CBT) Method of exams for any government or public sector agencies including Central/State Government Departments / PSUs/ Public Sector Banks, etc. during last 5 (five) Financial Years ending 31.03.2022. The agency should submit the details of such assignments undertaken in Form 4 & 5.</p> <p>The agency must have conducted atleast</p>	<p>Work order from the client mentioning details of exam centre and amount claimed.</p> <p>Self declared certificate need to be submitted by the bidder on the number of candidates.</p> <p>Besides the bidder should furnish the certificates from the concerned agency / organization about the number of exam centers at which exam was</p>

S. No.	Criteria	Minimum Eligibility Requirement	Documentary Evidence to be Submitted along with the Proposal
		<p>two such online recruitment successfully for the above mentioned organizations/ establishments, one such exam should have involved online test for of atleast 5000 candidates and conducted in atleast 3 different and separately located venues simultaneously.</p> <p>The bidder must have its own software for conduct of end-to-end recruitment examination. The exam being made in CBT Method, the same be customized as per the requirements of OSCSC.</p>	conducted by the bidder simultaneously.
05	Local presence of the bidder	The Applicant should either already have office in Bhubaneswar or should undertake to have facility in Bhubaneswar within 15 days from the date of acceptance of Tender.	Address proof / Undertaking
06	Self certification in the Form 9	<p>1. That, our company/Firm is not blacklisted in any manner whatsoever by any of the State/UT and/or central government in India/ any PSUs on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the last five years up to the date of submission of bid or the black listing shall not be in force till the date of submission of bid, if awarded, prior to the said five years.</p> <p>2. That, neither the Company/Firm nor any of its director/s nor partner/s have been convicted by any court of law nor any criminal case be pending against them before court of law.</p>	Self-certification in prescribed format in Form No.9.
07	Availability of Online Centers	The Agency should have at least two such facilities (owned or hired) at each of the cities like Bhubaneswar & Cuttack having minimum sitting capacity of 250 candidates at each venue.	The self-certified list of centres owned or hired by the bidder with complete postal address must be submitted along with the Bid. In case of hired/ to be hired facility the bidder has to submit the copy of agreement/ MOU already executed with the owner or an undertaking to execute the agreement within 7 days from the date of finalisation of the bid.

5. Submission & Evaluation of Proposal

5.1 Submission of Proposal in Format

5.1.1. Submission of the proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

5.1.2 Failure to comply with the requirements of the paragraph or any clauses of the RFP shall render the application incomplete which is liable for rejection.

5.1.3 Authentication of Bids:

The signatory of the proposal should have the power of attorney issued in his/ her favour by the Board of Directors in case of a company, by Partners in case of a partnership firm.

5.1.4 Language of the Bid:

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged between the Bidder and the Authority shall be written in English language. Only English numerals shall be used in the Bid.

5.1.5 Format of the Proposal

5.1.5.1 The Proposal shall be submitted in two parts:

- (a) Part I : Technical proposal including Pre-Qualification Sheet
- (b) Part II : Financial proposal
- (c) Any interlineations, erasures or overwriting made on the scanned copy shall be valid only if the person or persons signing the Proposal authenticate the same by initial.

5.1.5.2 Contents of Technical Proposal:

The bidder must submit the following particulars / documents along with the Technical Proposal failing which the bid shall be treated as incomplete.

- (a) Processing fees of Rs.11,800/- & Earnest Money Deposit of Rs. 3.00 lakhs (Rupees Three Lakh only) through online system only through a process as per works Department office Memorandum vide Letter No.17254 dated 05.12.2017 failing which the bid shall be rejected(Copy of the Memorandum is attached).
- (b) Self-Certified Photocopy of the PAN, GST, EPF, ESIC, TAN etc. as applicable to them.
- (c) Covering letter of proposal(pre-qualification-cum-technical)-**Form-1**
- (d) Particulars of bidders-**Form-2**
- (e) CV of Key Personnel-**Form-3**
- (f) Previous experience of the firm in successfully executing similar types of assignments during last five years (**Form No-4 & Form No 5**).
- (g) The details of manpower strength (both Technical & Non-technical) - **Form No-6**.
- (h) Average Annual Turnover Certificate by Chartered Account (**Form-7**)
- (i) **Number of Proposals:** An Applicant is eligible to submit only one proposal in response to this RFP. Multiple applications will amount to disqualification.
- (j) Scan copy of the technical proposal (in “.pdf” format) shall be uploaded online within the timeline as set out in the Notice Inviting Tender.

5.1.5.3 Financial Proposal

The applicant must upload the Financial Proposal online using **Form No 8 (BOQ format)**. In case of any discrepancy between figures and words in the Financial Proposal, the one

described in 'words' shall be adopted for evaluation.

The applicant shall submit the financial proposal online. The applicant is not required to submit the hard copies of the financial proposal with the Tender inviting authority.

5.2. Criterion for Evaluation:

- 5.2.1 Proposals for this contract will be assessed in accordance with the Least Cost Based Selection (LCBS) system with minimum technical eligibility criteria. All the proposals will primarily be evaluated on the basis of the eligibility criteria. The committee will carry out the detailed evaluation of the Technical Proposals only of eligible Applicant.
- 5.2.2 Evaluation of Technical Proposals: Technical proposals of the eligible Applicants will be evaluated on different techno-commercial parameter and accordingly marking shall be done for each Applicant.
- 5.2.3 Technical Proposal of all the Applicants will be evaluated based on appropriate marking system. The categories for marking and their respective weightage are as under:

Technical Bid Evaluation Table

S. No.	Description	Score calculation	Max ^m Marks
1	<p>Manpower Strength (Technical & Non-technical)</p> <ul style="list-style-type: none"> CV to be submitted in the given format for all such personnel employed by the Bidder having more than 5 years of experience in similar field (Form-03) Bidder has to submit a declaration that all the personnel who's CV has been attached are employees of the company. <p>N: B: - The Details are to be furnished at Form-03 & Form-06.</p>	<p>(a) One mark for each technical staff of the Bidder experience in similar project, subject to maximum of 10 marks.</p> <p>(b) 0.5 mark for each non-technical staff involved in similar project subject to maximum of 5 marks.</p> <p>Technical staff includes personnel with minimum five year post qualification experience in similar projects in following area of expertise:</p> <ul style="list-style-type: none"> ⇒ HR Manager(MBA(HR)) ⇒ Software Developer (BE-Tech in Computer Science/MCA/IT) ⇒ Operation & Logistic (MBA Sales/Marketing/ Logistic Management) ⇒ Finance (MBA Finance) ⇒ Subject Matter Specialist (Master Degree in any stream with experience in preparation of question paper) 	15
2	<p>Experience in Online Examination solution and services(CBT) in Govt. Sector /PSU/Govt. Institutes in last five Financial years (i.e. FY-2017-18, 2018-19, 2019-20, 2020-21 and 2021-22).</p> <p>The Copies of the relevant Work Orders/ Completion Certificate/ On Going Certificate from the Client are to be submitted.</p> <p>(Declaration in Form-04)</p>	<p>02 marks for each such completed examination/ assignment conducted by the bidder.</p> <p>01 mark for each such ongoing examination/ assignment conducted by the bidder.</p> <p>maximum of 10 marks..</p>	10
3	<p>Experience in dealing online examination solution & service through CBT:</p> <p>Attendance sheet/ a certificate</p>	<p>For each such examination conducted by the bidder:</p> <p>a) ≥15,000 examinee : 3 marks/exam</p> <p>b) ≥10000 examinee: 2 marks/exam</p>	15

S. No.	Description	Score calculation	Max ^m Marks
	obtained from the agency for which the exam was conducted. The certificate so obtained should clearly mention number of candidates for the exam. (Declaration in Form-05)	c) ≥ 5000 examinee: 1 mark/exam (Maximum Marks-15)	
4	Average audited annual turnover in last five Financial years (i.e. FY-2017-18, 2018-19, 2019-20, 2020-21 and 2021-22). (Declaration in Form-07) Note The Certificate of Average Annual Turnover from Statutory Auditor is required to be submitted in last five Financial years (i.e. FY-2017-18, 2018-19, 2019-20, 2020-21 and 2021-22).	Up-to 5 Crores = 5 marks Then 0.5 mark for each Rs 0.50 crore in excess of Rs 5.00 crores. (Example: if the turnover is 7.5 crores then the mark obtained is 7.5)	15
5	ISO Certification other quality certification. (With Validity)	i) ISO 27001:2013 (Information Security) OR ISO 20000:2011 (Information Service) : 5Marks ii) SEI CMMi Level 3 in Software Development OR Software Service : 05 Marks iii) SEI CMMi Level 5 in Software Development OR Software Service : 07 Marks iii) ISO 9001:2015 OR ISO 9001:2008 - 3Marks	15
6	Project Value: Experience in online examination solution (CBT) and services in Govt. Sector/ PSU/ Govt. Institutes in last five Financial years (i.e. FY-2017-18, 2018-19, 2019-20, 2020-21 and 2021-22). The Copies of the relevant Work Orders/ Completion Certificate/ On Going Certificate with clearly mentioning value of the project from the concerned Client are to be submitted. (Declaration in Form-06)	Project Value up-to 3Crore- : 5Marks Then 0.5 mark for each Rs 0.50 crore in excess of Rs 3.00 crores. Maximum 10 Marks	10
7.	For presentation by the eligible bidders only before a Technical Evaluation Committee. (The hard copy of presentation shall be uploaded with the Bid document)	Technical Presentation: 1. Envisaged Software Solution- 5Marks 2. Approach Methodology with timeline- 5Marks 3. Work Plan/ Contingency Plan- 5Marks 4. Proposed resource/ professionals- 5Marks	20
Total Marks			100

5.2.4 All pre-qualified applicants shall be required to make presentations up to 20 minutes, to demonstrate their credentials before the Technical Evaluation Committee. The presentation shall broadly cover the following aspects:

- (i) Brief Organizational profile, local presence, associates, major clients and projects successfully executed, etc.

- (ii) Experience and capabilities of conducting similar assignments;
- (iii) Understanding of assignment along with methodology indicating broad road map;
- (iv) Risks and proposed risks mitigating measures;
- (v) Proposed Key Personnel along with Team Lead and Manpower commitment.

5.3. Evaluation of Financial Proposal:

- 5.3.1 Financial bid of only those bidders whose technical score (as per the technical evaluation) is 70 (seventy) or above shall be considered for financial bid opening. The Financial proposals of the technically qualified bidders will be opened and the L1 bidder will be the preferred bidder. If the total number of technically qualified applicants fall short of three in numbers(*or less than three applicant could score 70 marks in the technical evaluation*) then the Tender Inviting Authority may consider to reduce the technical eligibility score to an extent so that minimum three Applicant qualifies for Financial bid opening. However, in no circumstances the eligible technical score shall be less than 60 marks. The bidder shall submit the Financial Proposal online using Form No 8 (BOQ format).
- 5.3.2 OSCSC reserves the right to ask for detailed cost-sheet for any of these activities, if necessary, for price rationalization from the L1 Bidder.
- 5.3.3 In case of rate tie, the bidder with highest technical score will be awarded the contract.

5.4. Short-listing and Selection

- 5.4.1 Bidders shall be ranked as per their financial quote (offered price). The bidder having lowest financial quote (offer price) shall be the most preferred bidder
- 5.4.2 The preferred bidder (L1 Bidder) shall be invited for signing the contract. However, the Second Ranked Bidder shall be kept in reserve and may be invited (at the discretion of the authority) to take-up the contract in mutually agreed terms in case the first ranked bidder withdraws, blacklisted or otherwise become ineligible for entering into a valid contract with the Government.
- 5.4.3 Tender Inviting Authority (TIA) reserves the right to ask for detailed cost-sheet, if necessary, for price rationalization from the preferred Bidder.
- 5.4.4 TIA reserves the right to cancel the whole tender process in case TIA feels that the price quoted by the preferred bidder is not reasonable and may invite fresh proposals.
- 5.4.5 TIA reserves the right to cancel the whole tender process without assigning any reason thereof.

6. GENERAL CONDITION OF THE CONTRACT

6.1. Notification of Award:

- 6.1.1 Prior to the expiry of the bid validity period, OSCSC will notify the successful bidder in writing or by fax or e-mail that its proposal has been accepted. In case the bidding process has not been completed within the stipulated period. OSCSC may like to request the bidders to extend the validity period of the bid. In such case such extended period shall be accepted as mutually agreed upon. Notification of award will constitute the formation of the contract. Upon successful bidders signing the contract, OSCSC will notify each unsuccessful bidder and return their EMD.
- 6.1.2 Signing of Contract: After the OSCSC notifies the successful bidder that its proposal has been accepted. OSCSC shall enter into a contract, incorporating all clauses and the proposal of the bidder between OSCSC and the successful bidder. The draft Legal Agreement will be provided as a separate document. <Agreement format Form-11>
- 6.1.3 Period of Contract: The period of contract shall be for a period of 2 (Two) years from the date of execution of the agreement or fulfillment of the entire contractual obligation, whichever is earlier. The period may extend for a further period on mutual agreement by both the parties on same terms and conditions & without escalation in cost.

6.2 Dispute Resolution Mechanism:

- 6.2.1 The Agency and OSCSC Ltd shall endeavour their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:-
- 6.2.2 The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
- 6.2.3 The matter will be referred for negotiation between OSCSC Ltd and the Authorized Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of **15 days**.
- 6.2.4 In case it is not resolved between OSCSC Ltd and the bidder, it will be referred to '**Chairman, OSCSC Ltd.**' for settlement and his decision will be final and binding on both the parties.

6.3 Force Majeure:

- 6.3.1 Force Majeure is herein defined as any cause, which is beyond the control of the Agency or OSCSC as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:
- a) Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics.
 - b) Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos.
 - c) Terrorist attack, public unrest in work area provided either party shall within **10 days** from occurrence of such a cause, notifies the other in writing of such causes. The bidder or OSCSC Ltd shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively

shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract.

6.4 Fraud and Corrupt Practices

- 6.4.1 The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, OSCSC Ltd shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, OSCSC Ltd shall, without prejudice to its any other rights or remedies, forfeit and appropriate the bid security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidder s Proposal.
- 6.4.2 Without prejudice to the rights of OSCSC Ltd under Clause above and the rights and remedies which OSCSC Ltd may have under the Agreement, if a bidder is found by OSCSC Ltd to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the selection process, or after the issue of the Work Order or the execution of the agreement, such Bidder shall be ineligible to participate in any tender or RFP issued by FS&CW Deptt./ OSCSC Ltd, any Department of State Govt. during a period of 2 (two) years from the date of such Bid.
- 6.4.3 For the purposes of this Section, the following terms shall have the meaning here-in-after respectively assigned to them:-
- a) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the selection process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of OSCSC who is or has been associated in any manner, directly or indirectly with the Selection Process.
 - b) “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
 - c) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person s participation or action in the Selection Process;
 - d) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by OSCSC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
 - e) “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

6.5 Liquidated Damages

- 6.5.1 If the Recruitment Agency fails to provide requisite manpower or infrastructure as detailed in the contract to execute the assignment resulting in delay in completing the recruitment process then penalty shall be levied in the manner detailed in the para below.

- 6.5.2 Penalty at @2% of the value of work order for delay of every week or part thereof up to a maximum of @10% of the value of work order. OSCSC may also cancel the contract beyond a delay of 5 weeks and forfeit the Performance Security, if decides so.
- 6.5.3 It is required to ensure that all deliverables are of high quality and have undergone sufficient internal review process (of the agency) before being shared with OSCSC. Any risks, dependencies, limitations, additions, deletions etc. shall be flagged at least 7 days in advance to MD, OSCSC Ltd to ensure necessary mitigation action. It is the sole responsibility of the recruitment agency to strictly adhere to the selection procedure/guideline while finalizing the list of eligible candidate to whom admit cards will be issued for CBT test. Any deviation/lapses as will be find out on the part of agency during the later course of action, proportionate deduction including penalty shall be made while release of payment and action as deemed appropriate shall be taken against the recruitment agency.

6.6 Action against Breach of Contract:

- 6.6.1 If the bidder fails to carry out the award / work order in terms of this document within the stipulated period or any extension thereof, as may be allowed by OSCSC without any valid reasons acceptable to OSCSC, OSCSC may terminate the contract after giving 1 months' notice, and the decision of OSCSC on the matter shall be final and binding on the bidder. Upon termination of the contract, OSCSC shall be at liberty to get the work done at the risk and expense of the Agency through any other agency, and to recover from the bidder compensation or damages.
- 6.6.2 It is the responsibility of the Recruitment Agency to ensure performance of all the provisions of the contract as well as the terms & conditions as laid down in the RFP to the full satisfaction of the OSCSC Ltd. In the event of non-performance or violation of any provision of the contract by the Recruitment Agency, his security deposit shall be forfeited and the balance work would be done as his risk and cost. He shall also be blacklisted and debarred from participating in the future tender of the OSCSC Ltd. the decision of the Managing Director would be final and binding on the Parties.
- 6.6.3 OSCSC Ltd. expects basic service level from the Recruitment Agency: In case Recruitment Agency fail to comply with the requirement given above the OSCSC Ltd. reserves the right to terminate the contract by giving one month notice and also the Security amount deposited by the firm would be forfeited. In the event of leakage of question paper or any irregularities in conducting the recruitment examination, the Recruitment Agency or any of his employees involved in the matters, the Recruitment Agency will be held responsible for the aforesaid irregularities and shall be criminally prosecuted as per Law. Further, the recruitment agency shall be debarred in participating any tender issued by FS & CW Deptt./OSCSC Ltd. or any Deptt. of state Govt. for a period of five years.

6.6.4 Indemnification.

The Agency agrees to indemnify and hold harmless the OSCSC Ltd, its affiliates, and their respective officers, directors, employees, agents, successors, and assigns (collectively, the "Indemnified Parties") from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees and the costs of enforcing any right to indemnification under this agreement, and the cost of pursuing any insurance providers, incurred by the Indemnified Parties in connection with any claim arising out of or resulting from (i) any material breach of this Agreement by the Agency or its affiliates, or (ii) the accuracy of the representation, warranty or covenants made by the Agency in this agreement.

6.7 Confidential Information

- 6.7.1 Either party may receive confidential information of the other party in connection with the performance of this Agreement. Neither party shall disclose the other party's confidential information to any person or other third-party or make use of such confidential information for its own purposes at any time without the owner's prior written consent; provided, however, that confidential information may be disclosed to government authorities if the disclosure is required by law and the disclosing party has provided the notice and, if practicable, a reasonable opportunity to defend against such disclosure. Confidential information means any information (written, oral or observed) relating to: (a) donors and potential donors; (b) personal profiles of beneficiaries; (c) personal profiles of employees; (d) business and strategic plans; (e) finances; or (f) a relationship with any governmental entity. Confidential information also includes information specifically designated confidential by the owner or that the other party knows or reasonably should know is not generally known to the public. Upon the termination or expiration of this agreement, each party shall destroy or return such information of the other party in its possession, including copies and notes, and in the case of destruction, at the owner's request shall certify to such destruction. Notwithstanding the forgoing, confidential information shall not include any information that is generally known to the public or readily ascertainable from publicly available sources. Each party shall take steps necessary to enforce these obligations with respect to its employees.

6.8 Miscellaneous Conditions

- 6.8.1 **Law Governing Contract and Language:** The Contract shall be governed by the appropriate laws of Government of India and the language of the Contract shall be English.
- 6.8.2 **Jurisdiction of the Court:** In the event if any dispute arises out of this contract, the jurisdiction of the court shall be at Bhubaneswar for both the parties.
- 6.8.3 No such modification, variation or amendment to contract shall have any force unless it is in writing and has been signed by the parties.
- 6.8.4 Neither party shall use the name, trademark, or logo of the other in any advertisement, press release, publicity or other materials printed or published with reference to this Agreement without the express written consent of the other, or as required by law or any governmental agency. Neither party shall disparage the other.

7. Forms & Formats

Form 1 : Letter of Proposal

<Location, Date>

To:

Managing Director
Odisha State Civil Supplies Corporation Ltd. (OSCSC)
Head Office
C/2 Nayapalli, Bhubaneswar - 751012
EPBX - (0674) 2395391/2394956
Fax - (0674) 2395291/2390199

Subject: Submission of the Pre-Qualification-cum-Technical bid for <Name of the assignment>

Ref : RFP Advt. No. _____ // OSCSC, Dated _____

Dear Sir/Madam,

We, the undersigned, offer to provide solutions to the OSCSC on <Name of the engagement> with your Request for Proposal dated <insert date> and our Proposal. We are hereby submitting our Proposal, which includes this Technical bid and the Financial Bid.

We hereby declare that all the information and statements made in this Technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to initiate the Implementation services related to the assignment not later than the date indicated in Fact Sheet.

We declare that we have gone through all the terms & conditions of this RFP document fully and agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for 180 days as stipulated in the RFP document.

We hereby declare that we are not insolvent, in receivership, bankrupt or being wound up, our affairs are not being administered by a court or a judicial officer, our business activities have not been suspended and we are not the subject of legal proceedings for any of the foregoing.

We hereby declare that all such documents as detailed in the RFP have been submitted alongwith the bid. Also it is to undertake that in case any of the required documents found 'not submitted' or 'misrepresented', the OSCSC shall have the right to cancel/reject the Bid document or disqualify the bid without further notice.

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

Yours sincerely,

Authorized Signature [*In full and initials*]:

Name and Title of Signatory:

Name of Firm:

Address:

Location: _____

Form 2 : Particulars of the Bidder

Ref : RFP Advt. No. _____ // OSCSC, Dated _____

SL NO	Particular of the Bidder	Details to be filled up by The Bidder	Page Number Reference of the Supporting
1	Name of the Organisation		
2	Status of the Organisation (Company/Firm)		
3	Registered Address of the Office		
4	Telephone No & Contact Person Detail		
5	E-mail Address		
6	Website Address		
7	Registration No/date		
8	Incorporation Certificate No.& Date		
9	GST Number		
10	PAN Card Number		
11	EPF Registration Number		
12	ESI Registration Number		
13	Number of the employees (As declared in Form-06 duly supported by Form-03)	Non-Technical-__Nos Technical-____Nos Total-____Nos	
14	No of projects/assignments ,successfully handled and completed end to end recruitment/selection process by conducting online exams through CBT mode for Departments of Central Government, State Government/ PSUs/ Public Sector Banks/ Universities Repute in last five Financial years (i.e. FY-2017-18, 2018-19, 2019-20, 2020-21 and 2021-22)		
15	Average Annual Turnover of the Company in last five Financial years (i.e. FY-2017-18, 2018-19, 2019-20, 2020-21 and 2021-22).	_____Cr.	
16	Details of Quality Certification (Certificate Name with validity)		
17	Tender Fees Detail		
18	EMD Submission Detail		

Authorized Signature with official Seal:

Date : _____

Place: _____

Company Seal : _____

Ref : RFP Advt. No. _____ // OSCSC, Dated _____

CVs of Key Personnel

The format for submission of CVs is the following:

1. Name: _____

2. Qualification: _____

3. Profession / Present Designation: _____

4. Years with firm: _____ Nationality: _____

5. Area of Specialization: _____

6. Date of Birth: _____

7. Proposed Position in Team: _____

8. Key / Experience suitable to the proposed assignment: _____

(Under this heading give outline of staff members' experience including experience with the post employer(s) , in the area of assigned work in projects of similar nature handled in the past. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations.

8. Education/Training Programmes: (Under this heading, summarise college/ university and other specialised education of staff member, giving names of colleges/ institution, academic session, dates and degrees obtained)

9. Experience: (Under this heading, list of positions held by staff member since graduation, giving dates, names of employing organisation, title and duration of positions held and location of assignments. For experience in last ten years also give types of activities performed and Owner references, where appropriate.

Signature (Concerned employee): _____

Authorised Signatory: _____

Full Name: _____

Address: _____

Date: _____

Note: 1. certified supporting documents to be enclosed evidencing the above criteria of such personnel mentioned above.

Form-04

Project Experience

Ref : RFP Advt. No. _____ // OSCSC, Dated _____

EXPERIENCE IN HANDLING ONLINE EXAMINATION THROUGH 'CBT'

The Bidder's relevant past experience should be provided as per the requirements specified for meeting eligibility criteria under Section-4 and Bid evaluation criteria under Section-5.

Bidder should submit the details of experience of successfully handling end to end recruitment/ selection process through CBT, as per the form in the table provided below and necessary supporting documents such as work order/contract / client citation/ confirmation for work done should be enclosed.

Sl No.	Name of Project/ Assignment	Name of Client Organisation	Work Order No. with date/ Work Completion Certificate No with date	Project Value In Rs. (Certificate for project value to be obtained from the concerned client)	Duration of Assignment		Details of the posts for which selection/ recruitment process handled	Page Number reference of Work Order & Work Completion Certificate attached in the Bid
					From	To		
01								
02								
03								
04								
05								

N: B: Information on Completed project & On-going project should be given in separately in the above prescribed table format.

Authorized Signature with official Seal:

Signature:

Seal:

Full Name: _____

Address: _____

Note: The bidders are requested to submit the Project Experience Criteria wise under Section-04 and Section-05 in the order mentioned in these sections for easy evaluation. The bidder need to submit the respective work order copies alongwith the work completion certificate from the respective work assignees/organisation for verification. In case of ongoing project (i.e. the project/assignment which is continuing beyond 31st March 2022), it is the responsibility of the bidder to submit respective client certificate/agreement for evaluation.

FORM-05

Ref : RFP Advt. No. _____ // OSCSC, Dated _____

Previous Experience of the Firm successfully handled and completed end to end recruitment/selection process by conducting online exams through CBT mode for Departments of Central Government, State Government/ PSUs/ Public Sector Banks/ Universities Repute in last five Financial years (i.e. FY-2017-18, 2018-19, 2019-20, 2020-21 and 2021-22).

Sl No.	Name of Project/ Assignment	Name of Client Organisation	Work Order No. with date & Work Completion Certificate	Brief Description of Work (CBT mode of Recruitment)			Page Number reference of Work Order & Work Completion Certificate
				Details of the posts for which selection/recruitment process handled	Maximum number of candidates handled for each such examination conducted	No of venues at which such exams conducted	
01							
02							
03							
04							
05							

_____ Number of Years of Experience in handling online recruitment examination through CBT mode as on 31.03.2022.

Authorized Signature with official Seal:

Date:

Form-06

Ref : RFP Advt. No. _____ // OSCSC, Dated _____

Details for Manpower Strength (Technical & Non Technical)

(Please provide a separate table for Technical & Non Technical Staff)

Sl. No.	Name of Staff with qualification and experience (As per CV in Form-03)	Position Assigned	Years of post qualification experience	Project assigned to the staff	EPF/ESI Number of the Staff
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

N: B: The information in above format shall be taken into account for the evaluation of technical proposal at 5.2.3. This is to declare that the detail lists of Manpower given above are in tallied with the number of manpower as per ECR (EPF) Copy enclosed.

Information on Technical & Non-technical staff should be given separately in the above prescribed table format.

Authorized Signature with official Seal:

(Certificate from Company Secretary/ HR Head)

Company's Financial Information

(To be submitted on Firm's Letter Head)

Ref : RFP Advt. No. _____ // OSCSC, Dated _____

Kindly provide the following details for the Firm:

1. Name of the Firm: _____
2. Average annual turnover in last five Financial years (i.e. FY-2017-18, 2018-19, 2019-20, 2020-21 and 2021-22) from the business based on Audited Accounts (duly certified by a Chartered Accountant)

Financial Year	Audited Annual Turnover (Amount In Rs.)
1	2
FY:2017-18	
FY:2018-19	
FY: 2019-20	
FY: 2020-21	
FY: 2021-22	
Average Annual Turnover	

This is to certify that the average annual turnover of the firm in the last 5 (five) financial year is Rs..... (Rupees_____)

Signature of the Chartered Accountant (Statutory Auditor):

Seal

Full Name:

Name of the CA Firm:

Membership No :

Address:

Phone No:

E-mail Id:

Note:

Consolidated Audited Annual Reports/Financial Statements for last five financial years have to be provided as proof for firm's turnover. The above certificate should be obtained from the Statutory Auditor of the Company/Firm.

In case the firm does not have a statutory Auditor, it shall provide the above certificate from Chartered Accountant that ordinarily audits the annual accounts of the firm.

Commercial proposal Covering letter (For Reference Only)

<Location, Date>

To:

Managing Director**Odisha State Civil Supplies Corporation Ltd. (OSCSC)****Head Office C/2 Nayapalli, Bhubaneswar - 751012****EPBX - (0674) 2395391/2394956****Fax - (0674) 2395291/2390199**

Subject: Submission of the Financial bid (i.e. to be submitted in 'BOQ' format only) for <Provide Name of the Assignment>

Ref : RFP Advt. No. _____ // OSCSC, Dated _____

Dear Sir/Madam,

We, the undersigned, offer to provide the Implementation services for < Title of Implementation Services> in accordance with your Request for Proposal dated < Date> and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of < Amount in words and figures>. This amount is inclusive of all charges, overheads, except (GST), duties & levies.

COMMERCIAL BID FORMAT**(Please refer to the 'BOQ' format for submission of Online Bid)**

Particulars	Rate per eligible candidate(*) (Exclusive of GST)	
	In words	In Figure
1	2	3
For complete process of Recruitment in OSCSC inclusive of all charges, overheads, (except GST), duties & levies etc. [As per the scope of work and different activities described in RFP].		

1. Price and Validity

- All the prices mentioned in our Tender are in accordance with the terms as specified in the RFP documents. All the prices and other terms and conditions of this Bid are valid for a period of 180 calendar days from the date of opening of the price Bid.
- We hereby confirm that our prices include all charges, overheads, except (GST), duties & levies etc.
- We understand that the actual payment would be made as per the existing indirect tax rates during the time of payment.
- (*)The eligible candidates are those to whom admit cards will be issued for online Test.

2. Unit Rate

We have indicated in the relevant forms enclosed, the unit rates for the purpose of on account of payment as well as for price adjustment in case of any increase / decrease from the scope of work under the contract.

3. Deviations

We declare that all the services shall be performed strictly in accordance with the Tender

documents except for the variations and deviations, all of which have been detailed out exhaustively in the following statement, irrespective of whatever has been stated to the contrary anywhere else in our bid.

Further we agree that additional conditions, if any, found in the Tender documents, other than those stated in deviation schedule, shall not be given effect to.

4. Tender Pricing

We further confirm that the prices stated in our bid are in accordance with your Instruction to Bidders included in Tender documents.

5. Qualifying Data

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

6. Bid Price

We declare that our Bid Price is for the entire scope of the work as specified in the RFP.

7. Performance Security

We hereby declare that in case the contract is awarded to us, we shall submit the Performance security in form of Demand Draft or Performance Bank guarantee from a nationalized bank.

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,

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

Form-09

Self-certification

To,

Managing Director

Odisha State Civil Supplies Corporation Ltd. (OSCSC)

Head Office C/2 Nayapalli, Bhubaneswar - 751012

EPBX - (0674) 2395391/2394956

Fax - (0674) 2395291/2390199

Subject: Self certification in response to the RFP (Title of the RFP).

Ref : RFP Advt. No. _____ // OSCSC, Dated _____

Dear Sir,

We the company/Firm, M/s _____, is hereby undertake the following;

1. That, our company/Firm is not blacklisted in any manner whatsoever by any of the State/UT and/or central government in India/ any PSUs on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the last five years up to the date of submission of bid or the black listing shall not be in force till the date of submission of bid, if awarded, prior to the said five years.
2. That, neither the Company/Firm nor any of its director/s nor partner/s have been convicted by any court of law nor any criminal case be pending against them before court of law.

It is to undertake herewith that in case it is found any such misrepresentation to the above mentioned fact, OSCSC shall have the right to cancel/reject the bid document submitted with respect to this RFP or disqualify the bid without further notice.

Place:

Date:

Bidder's Company Seal:

Signature of Company Secretary of Company/ Managing Director of firm

Authorized Signatory's Signature:

Authorized Signatory's Name and Designation:

Note: The Bidder shall necessarily provide a copy of 'Power of Attorney' authorizing the signatory for signing the Bid on behalf of the Bidder in its Pre-Qualification Bid.

N:B: In case the bidding firm will be found disqualified or debarred or blacklisted by any State Government or Central Government or Public Sector Undertakings or any local authority, during the process of evaluation of its bid till award of contract, the said bidding firm may also be declared as disqualified w.r.t this RFP.

FORM-10

Performance Bank Guarantee

PERFORMANCE SECURITY:

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<Email id>

Whereas, <name of the supplier and address> (hereinafter called “the bidder”) has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Implementation services for <name of the assignment> to OSCSC (hereinafter called “the beneficiary”)

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

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

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

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

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

This Guarantee shall be valid until <Insert Date>)

Notwithstanding anything contained herein:

I. Our liability under this bank guarantee shall not exceed Rs. <Insert Value> (Rupees <Insert Value in Words> only).

II. This bank guarantee shall be valid up to <Insert Expiry Date>)

III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <Insert Expiry Date>) failing which our liability under the guarantee will automatically cease.

FORM-11

Model Format for Master Service Agreement

This Master Service Agreement hereinafter referred to as “MSA” is made and executed at Bhubaneswar on this _____th day of _____ 2023 between

ODISHA STATE CIVIL SUPPLIES CORPORATION LIMITED, represented through its Managing Director, with its registered office at C/2 Nayapalli, Bhubaneswar - 751012, Odisha, India, represented by its Managing Director, hereinafter referred to as “**OSCSC**”, a public Sector Undertaking of Govt. of Odisha in Food Supplies & Consumer Welfare Department (1st party)

&

M/s _____, represented by Mr./Mrs _____, as _____(Capacity In the Company) ,with its registered office at _____(Address,Email ID & Contact No.) , hereinafter referred to as “ _____ ” (2nd party).

WHEREAS, OSCSC, as a part of its recruitment process desirous to engage M/s _____ as its recruitment agency for successfully carrying out recruitment process on behalf of OSCSC for positions given in Para _____ of RFP- _____.

WHEREAS, M/s _____, has agreed to the Scope of work and terms & conditions as detailed in the RFP _____ & any further discussion held during the 1st kick-off/ negotiation meeting(if Any) dated _____.

NOW THESE PRESENT WITNESS AND IT IS HEREBY AGREED AS FOLLOWS:

1. In this MSA, words and expressions shall have the same meanings as are respectively assigned to them in the conditions and Scope of Work defined in the Request for Proposal .
2. **MSA Documents**

The following documents shall be read and construed as an integral part of the MSA:

- a) This MSA and annexure attached to the MSA
- b) Work Order No _____ dated _____
- c) Letter of Intent No _____ dated _____
- d) Minutes of the Technical Committee Meeting held on _____
- e) Corrigendum to RFP No _____ dated _____ issued on _____
- f) RFP No- _____ Date _____
- g) Bid documents, technical and commercial proposals submitted by M/s _____
- h) Minutes of the Commercial Bid opening meeting held on dated _____
- i) Copy of Performance Bank Guarantee by M/s _____
- j) Manpower detail submitted by M/s _____

In the event of any ambiguity or conflict between terms mentioned in the documents listed above, RFP and the corrigendum shall prevail, provided that Schedule of Amendments to be made by OSCSC shall prevail over all provisions of the MSA and Annexure attached to the MSA.

3. Responsibilities of the Agency

The Agency shall;

- a) Carry out the activities of the assignment and conform to the specified objectives, outputs, milestones, and targets.
- b) Be solely responsible for determining all matters of detail as to the manner in which the assignment is conducted and for ensuring that all work done hereunder is of an objectively acceptable quality.
- c) Comply with the best of technical, statutory and applicable regulatory guidelines established by the Government of Odisha and OSCSC while performing the services.
- d) Take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the disclosing party including discussion of the Confidential Information in any public forum which includes formal and informal discussions.
- e) Comply with all good practices and shall not indulge in any act, which constitutes an offence or a corrupt practice under the Indian laws
- f) At all times, indemnify and keep indemnified OSCSC against all claims/damages etc. payable in consequences of any injury sustained by employees of the Agency or by any other third party resulting from or by any act, omission or operation conducted by or on its behalf;

4. Deliverable & Time Schedule: The Agency is expected to successfully carry out the recruitment process on behalf of OSCSC for posts given in table below within the time schedule of _____ months/years.

SL. No.	Name of Post	Tentative No. of Vacancies	Category of Post (UR/Women/ SC/ST/SEBC/ OBC)	Qualification	Method of Selection (Online Exam & Interview)
Grade-II					
1.	Assistant Law Officer	1			
Senior Grade-III					
2	Legal Assistant	2			
Grade-III					
3	Jr. Accountant	43			

It is required to ensure that all deliverables are of high quality and have undergone sufficient internal review process before being shared with the department. Any risks, dependencies, limitations, additions, deletions etc. shall be flagged at least 10 days in advance to the MD, OSCSC Ltd to ensure necessary mitigation action. The responsibility matrix alongwith expected date schedule is given below.

Sl. No.	Activity	Deliverables	Responsibility	Start date	End date
1					
2					

5. Schedule and Method of Payment

The 1st party agrees to pay the work order value of Rs. _____ (Rupees _____ only) awarded to M/s _____ consists of following overheads with reference to the L1 rate quoted, as negotiated, for execution of defined activities.

The performance-based schedule of payment by OSCSC to M/s _____ is detailed in Table below.

TABLE - SCHEDULE OF PAYMENT

Description	Percentages
Software Development & STQC	@5% of the Work order Cost
Issue of Admit cards to Eligible Candidates	@25% of the Proportionate Work Order Cost
Completion of CBT Exam	@20% of the Proportionate Work Order Cost
Handing over of the Merit List	@30% of the Proportionate Work Order Cost
Successful Exit Management	Balance @20% of the Total Work Order Cost
N:B:- <ul style="list-style-type: none">a) Software Development includes the customization of software as per the requirement of OSCSC as defined in the RFP.b) Successful Exit Management means 'The selected bidder shall handover the complete application database (i.e. DB back-up file & XL sheet) in a pen-drive/ hard disk. The selected bidder will provide systematic exit plan and conduct proper knowledge transfer process (i.e. system flow & data base structure) to handover operations to OSCSC before the project closure'.c) Work Order cost shall mean total agreed cost as per the contract agreement exclusive of tax.d) Proportionate Work order cost shall mean the cost pertaining to the respective post, under process of recruitment.	

6. **General Terms & Conditions:** All the terms & Conditions as laid down in the RFP _____ & other terms & conditions as discussed during the negotiation meeting (If Any) and detailed in the work order copy shall be applicable in this MSA and agreed by 2nd party during the entire period of contract.

7. Effect Of This Agreement

- a) The Agreement shall be effective from the date of its signing by all the Parties. The Agreement shall be valid for _____ months thereafter extensible up-to _____ months as deemed necessary.
 - b) The duty of secrecy under this agreement will commence on the Effective Date and will subsist till such time the confidential information falls into the public domain whichever is earlier.
 - c) This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall be deemed a single agreement.
 - d) The rights and remedies herein provided are cumulative with, and not exclusive of any rights or remedies provided by law.
 - e) Once the objectives are realized within the time frame of _____ months the assignment shall be treated as complete and the present contract will cease to exist.
 - f) No amendment or modification of this Agreement shall be valid unless the same is made in writing by all the Parties.
8. **Notice :** Unless otherwise specified in this MSA or any Work Order, any notice required under this Agreement shall be in writing, addressed as follows:

OSCSC

Odisha State Civil Supplies Corporation Limited (OSCSC)

C/2 Nayapalli , Bhubaneswar - 751012, Odisha, India.

Tel: +91 674 2391953

Fax: +91 674 2395291

E-mail ID: mdoscsc@gmail.com

Office Address of the Selected Agency:

M/s _____

Address : _____

Contact No- _____

Email ID- _____

FAX No- _____

9. Jurisdiction of the Court: In the event of any dispute arises between the parties, the jurisdiction of the court shall be at Bhubaneswar for both the Parties.

This is to declare that both the parties are agreed to accept the terms and conditions mentioned above and the agency is putting his/her signature for acceptance of the said assignment at O/o the *Managing Director, OSCSC Ltd.*

IN WITNESS WHEREOF, OSCSC and M/s _____ have executed this MSA as of the date first above written. Both OSCSC and M/s _____ agree that an original of this MSA shall be executed.

Full Signature of 2nd Party

M/s _____

Full Signature of 1st Party

Managing Director, OSCSC

{
(Individual)

Agreed & Accepted: {

}

Name: _____

Date: _____

Name: _____

Date: _____

Witness 1

Signature: _____

Name: _____

Address: _____

Witness 1

Signature: _____

Name: _____

Address: _____

Witness 2

Signature: _____

Name: _____

Address: _____

Witness 2

Signature: _____

Name: _____

Address: _____

Encl: Copy of these documents to be submitted during the time of agreement: 1.Acceptance Letter for Execution of the Contract.

2. Photocopy of Identity proof like PAN card/Voter ID/Driving Licence/AADHAR Card of the person concerned who wished to sign as witness from the I. Agency side.

&&&

GOVERNMENT OF ODISHA
WORKS DEPARTMENT

OFFICE MEMORANDUM

File No.07556900012016- 17254 /W, dated, 5.12.17

Sub: **Electronic Receipt, Accounting and Reporting of Cost of Tender Paper and Earnest Money Deposit on submission of bids.**

1. The State Government have been working on formulation of rules and procedures for Electronic receipt, accounting and reporting of the receipt of Cost of Tender Paper and Earnest Money Deposit on submission of bids through the e-procurement portal of Government of Odisha i.e. "<https://tendersodisha.gov.in>" for some time past.
2. Electronic receipt of cost of tender paper has been successfully tested through SBI payment gateway. Now it has been decided to introduce electronic receipt of **Cost of Tender Paper and Earnest Money Deposit on submission of bids** through payment gateway of designated banks such as SBI/ICICI Bank/HDFC Bank for all Government Departments, State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc. in phases(ANNEXURE-I). The process outline as well as accounting and reporting structure are indicated below:
 - a) It will be carried out through a single banking transaction by the bidder for multiple payments like **Cost of Tender Paper and Earnest Money Deposit on submission of bids**.
 - b) Various payment modes like Internet banking/ NEFT/RTGS of Designated Banks and their Aggregator Banks as well can be accessed by the intending bidders.
 - c) Reporting and accounting of the e-receipts will be made from a single source.
 - d) Credit of receipts into the Government accounts and to the designated Bank account of the participating entities indicated in Para 2 above would be faster.
3. Only those bidders who successfully remit their **Cost of Tender Paper and Earnest Money Deposit on submission of bids** would be eligible to participate in the tender/bid process. The bidders with pending or failure payment status shall not be able to submit their bid. Tender inviting authority, State Procurement Cell, NIC, the designated Banks shall not be held responsible for such pendency or failure.



4. Banking arrangement:

- a) Designated Banks (SBI/ICICI Bank/HDFC Bank) payment gateway are being integrated with e-Procurement portal of Government of Odisha (<https://tendersodisha.gov.in>)
- b) The Designated Banks participating in **Electronic receipt, accounting and reporting of Cost of Tender Paper and Earnest Money Deposit on submission of bids** will nominate a Focal Point Branch called e-FPB, who is authorized to collect and collate all e-Receipts. Each such branch will act as the Receiving branch and Focal Point Branch notwithstanding the fact that the bidder might have debited his account in any of the bank's branches while making payment.

5. Procedures of bid submission using electronic payment of tender paper cost and EMD by bidder :

- a) The bidders have to log onto the Odisha e-Procurement portal (<https://tendersodisha.gov.in>) using his/her digital signature certificate and then search and then select the required active tender from the "Search Active Tender" option. Now, submit button can be clicked against the selected tender so that it comes to the "My Tenders" section.
- b) **Uploading of Prequalification/Technical/Financial bid:** The bidders have to upload the required Prequalification /Technical/Financial bid, as mentioned in the bidding document and in line with Works Department office memorandum No.7885/W dt.23.07.2013.
- c) **Electronic payment of tender paper cost and EMD :** Then the bidders have to select and submit the bank name as available in the payment options :
- i. A bidder shall make electronic payment using his/her internet banking enabled account with designated Banks or their aggregator banks.
 - ii. A bidder having account in other Banks can make payment using NEFT/RTGS facility of designated Banks.
- Online NEFT/RTGS payment using internet banking of the bank in which the bidder holds his account, by adding the account number as mentioned in the challan as an interbank beneficiary.



- d) **Bid submission:** Only after receipt of intimation at the e-Procurement portal regarding successful transaction by bidder the system will activate the 'Freeze Bid Submission' button to conclude the bid submission process.
- e) **System generated acknowledgement receipt for successful bid submission:** System will generate an acknowledgement receipt for successful bid submission. The bidder should make a note of '**Bid ID**' generated in the acknowledgement receipt for tracking their bid status.

6. Settlement of Cost of Tender Paper:

- a) **Cost of Tender Paper :** In respect of Government receipts on account of **Cost of Tender Paper**, the e-Procurement portal shall generate a MIS for the State Procurement Cell (SPC). The MIS will contain an abstract of the cost of tender paper collected with reference to **Bid Identification Number**. The State Procurement Cell shall generate Bank-wise challans under the head of Account for **Cost of Tender Paper** and instruct the designated Banks to remit the money to the proper head of account of State Government. In respect of the cost of tender paper received through the e-procurement portal, the remittance to the Cyber Treasury account will be made to the Head of Account 0075-Misc. General Services-800-Other Receipts -0097-Misc. Receipts-02237-Cost of Tender Paper.
- b) For the time being, the State Procurement Cell (SPC) will use over the counter payment facility of the Odisha Treasury portal. Thereafter, remittance through NEFT & RTGS will be facilitated through the Odisha Treasury portal.
- c) Similarly, in case of State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc. **Cost of Tender Paper**, the e-Procurement portal shall generate a MIS for the State Procurement Cell (SPC). The MIS will contain an abstract of the cost of tender paper collected with reference to **Bid Identification Number**. The cost of tender papers will be credited to the registered Bank account of the concerned State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc
- d) Bank will refund (in case the Tender Inviting Authority (TIA) issues such instructions) the tender fee and EMD to the bidder, in case the tender is cancelled before opening of Bid as per direction received from TIA through e-procurement system.
- e) Back-end Transaction Matrix of Electronic receipt of Cost of Tender Paper and Earnest Money Deposit on submission of bids is enclosed in the **Annexure- I**.



7. Settlement of Earnest Money Deposit on submission of bids:

- a) The Bank will remit the **Earnest Money Deposit on submission/cancellation of bids** to respective bidders accounts as per direction received from TIA through e-procurement system.

8. Forfeiture of EMD :

Forfeiture of **Earnest Money Deposit on submission of bid** of defaulting bidder is occasioned for various reasons.

- a) In case the **Earnest Money Deposit on submission of bid** is forfeited, the e-Procurement portal will direct the Bank to transfer the EMD value from the Pooling Account of SPC to the registered account of the tender inviting authority.
- b) The Tender inviting authorities of the Government Departments will deposit the forfeited **Earnest Money Deposit on submission of bid**, in the State Government Treasury under the appropriate head (8782-Cash Remittances and Adjustments between the officers rendering accounts to the same Accounts Officer-102-P.W.Remittances-1683-Remittances-91028-Remittances into Treasury) after taking the amount as a revenue receipt in their Cash Book under the head 0075-Misc. General Services-00-101-Unclaimed Deposits-0097-Misc. Receipts-02080-Misc. Deposits and submit the detail account to D.A.G., Puri as a deposit of the Division.
- c) By clicking submit button, system will initiate the forfeiture of EMD. System will not allow the evaluator to edit the initiation after clicking the submit button. Forfeiture option can be carried out in phased manner like one bidder at a time.

9. Role of the Banks:

- a) Make necessary provision / customizations at their end to enable the provision for online payments / refunds as per this document.
- b) Provide necessary real-time message to bidders regarding successful or unsuccessful transactions during online payment processes and redirect them to e-Procurement website with necessary transaction reference details enabling them to submit their bids.
- c) The bank shall ensure transfer of funds from the pooling account to the Government Head/current account of PSUs/ULBs within the next bank working day as per the directions generated from e-Procurement portal.
- d) Bank should provide timely reports and reference details to NIC enabling them to carry out their role as stated below.
- e) Refund of amount to bidders as per the XML file provided by e-Procurement system on the next bank working day from the date of generation of the XML file and also provide a confirmation to NIC on the same.

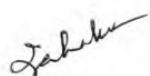


10. Role of State Procurement Cell:

- a) Communicate requirements of Government departments/ State PSUs/ Autonomous Bodies/ ULBs online payment requirements to National Informatics Centre / the authorised Banks for mapping/ customization.
- b) In every working day, the State Procurement Cell shall generate MIS from the e-Procurement portal to ascertain the tender paper cost received in the e-Tendering process separately bank-wise for the Government Department and the PSUs/ULBs. The SPC shall generate bank-wise separate online challans from the Odisha Treasury portal and make the remittance through over the counter facility or NEFT/RTGS (as and when this functionality is available in Treasury portal) and issue instruction to the bank for remittance of the receipt to the State Government account.
- c) The State Procurement Cell shall be responsible for providing challan details and MIS in respect of the remittance towards tender paper cost to the Tender inviting authorities for their record.
- d) State Procurement Cell shall monitor the progress of e-Tendering by different Government Departments / State PSUs/ Autonomous Bodies / ULBs through MIS. State Procurement Cell shall monitor and send monthly progress reports to the Government.
- e) The e-Procurement system will generate a consolidated refund & settlement XML file as an end of the day activity.
- f) e-procurement system will provide a web service for Payment Gateway (PG) provider to pull the encrypted refund and settlement details in XML file against a day.
- g) Similarly, Payment Gateway (PG) provider will provide a web service to pull the refund and settlement status against a day.
- h) e-procurement system will update the status accordingly for reconciliation report.

11. Role of National Informatics Centre :

- a) Customize e-Procurement software and web-pages of Government of Odisha (<https://tendersodisha.gov.in>) to enable the provision for electronic payment.
- b) The NIC, Odisha will modify / rectify the errors in electronic data relating to the Chart of Account.
- c) NIC will provide an interface to organisations to download the electronic receipt data.
- d) Enable automatic generation of daily XML files from e-Procurement system and ensure delivery of the same to the authorised Banks for enabling automatic refund/settlement of funds.



- e) NIC shall enable the e-Procurement portal to generate MIS as required for the State Procurement Cell in order to make remittance of the tender paper cost to the State Government account using the Odisha Treasury Portal.

12. Role of Cyber Treasury :

- a) The cost of the tender paper deposited by the SPC using the Odisha Treasury Portal which will be accounted for by the Cyber Treasury and it shall submit the accounts to A.G. (O) as per the established process.
- b) The Cyber Treasury will provide MIS as required to the SPC for the purpose of accounting and reconciliation of the electronic remittances made to the State Government account.

13. Redressal of Public grievances :

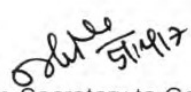
- a) The State Procurement Cell, Odisha, National Informatics Centre, Odisha and the e-FPB will have an effective procedure for dealing with, public complaint for e-Receipt related matters. In case, any mistake is detected by any of the stakeholders in reporting of receipt of tender paper cost and EMD, either suo moto or on being brought to its notice, the State Procurement Cell, Odisha, National Informatics Centre, Odisha unit, Cyber Treasury and the bank will promptly take steps for rectification. The e-Focal Point Branch of the participating Banks, National Informatics Centre, Odisha and the State Procurement Cell, Odisha will notify the contact number and address of the Help Desk for resolution of any dispute regarding e-Receipt.

14. Applicability and modification of existing rules / orders:

The modalities prescribed in this Office Memorandum for downloading of tender paper, submission and rejection of bid, acceptance of Bids as well as refund and forfeiture of earnest deposit will be applicable for electronic submission of bids through e-procurement portal. Existing provisions regulating cost of Tender Paper and Earnest Money Deposit in OPWD Code and OGFR would stand modified to the extent prescribed in this Office Memorandum.

- 15.** These arrangements would be made effective after signing of MoU between the designated Banks and the State Procurement Cell, firming up of Banking arrangements and technical integration between designated Bank and e-Procurement Portal.

1. This shall take effect from the date of issue of this Office Memorandum.
2. Accordingly, relevant existing codal / contractual provision exist vide Office Memorandum No.6785/W dt.09.05.2017 of Works Department stands modified to the above extent.
3. This has been concurred in by the Finance Department vide their UOR No.-39-WF-I dt.09.11.2017.


E.I.C-cum-Secretary to Government
(P.T.O.)

Memo No. 17255

/W, dated, 5.12.17

Copy forwarded to P. S. to Hon'ble Chief Minister, Odisha for information and necessary action.

Sahakar
5/12/2017
FA - cum- Addl. Secretary to Government

Memo No. 17256

/W, dated, 5.12.17

Copy forwarded to OSD to Chief Secretary, Odisha / Sr. P.S. to Development Commissioner-cum-Additional Chief Secretary, Odisha / Sr. P.S. to Additional Chief Secretary, Finance for information and necessary action.

Sahakar
5/12/2017
FA - cum- Addl. Secretary to Government

Memo No. 17257

/W, dated, 5.12.17

Copy forwarded to All Departments / Managing Director, OB & CC Ltd., Bhubaneswar / Managing Director, OCC Ltd., Bhubaneswar for information and necessary action.

Sahakar
5/12/2017
FA - cum- Addl. Secretary to Government

Memo No. 17258

/W, dated, 5.12.17

Copy forwarded to EIC (Civil), Odisha, Bhubaneswar / All Chief Engineers, Odisha / All Superintending Engineers / All Executive Engineers (under Works Department) for information and wide circulation among subordinate offices.

Sahakar
5/12/2017
FA - cum- Addl. Secretary to Government

Memo No. 17259

/W, dated, 5.12.17

Copy forwarded to the Principal Accountant General (A&E), Odisha, Bhubaneswar / Principal Accountant General, Odisha, Puri Branch, Puri for information and necessary action.

Sahakar
5/12/2017
FA - cum- Addl. Secretary to Government

Memo No. 17260

/W, dated, 5.12.17

Copy forwarded to the Director, Treasuries & Inspection, Odisha, Bhubaneswar for information and necessary action.

Sahakar
5/12/2017
FA - cum- Addl. Secretary to Government

ANNEXURE-I

Back-end Transaction Matrix of Electronic receipt and remittance of Cost of Tender Paper and Earnest Money Deposit on submission of bids.

	Cost of Tender Paper	Earnest Money Deposit on submission of bids
Government Departments	<p>I. The <i>payment</i> towards the cost of Tender Paper, in case of Government Departments, shall be collected in separate pooling accounts opened in Focal Point Branch called e-FPB of respective designated banks [as stated in Para 2] at Bhubaneswar on T+1 day.</p> <p>II. With reference to the Notice Inviting Tender/ Bid Identification Number, the amount so realised is to be remitted to Government Account under the Head of Account 0075-Misc. General Services-800-Other Receipts -0097-Misc. Receipts-02237-Cost of Tender Paper through Odisha Treasury Portal after opening of the bid.</p>	<p>I. In case of tenders of Government Departments, amount towards Earnest Money Deposit on submission of bids shall be collected in a pooling account opened for this purpose at Focal Point Branch called e-FPB of respective designated banks at Bhubaneswar, and the banks will remit the amount to respective bidder's account within two working days on receipt of instruction from TIA through refund and settlement of e-procurement system.</p> <p>II. In case of forfeiture of Earnest Money Deposit on submission of bids, the e-Procurement portal will direct the Bank to transfer the EMD value from the Pooling Account of SPC to the registered account of the tender inviting authority within two working days of receipt of instruction from TIA.</p>
State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies	<p>I. In case of State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc. the amount towards Cost of Tender Paper on submission of bids shall be collected in separate pooling accounts opened in Focal Point Branch called</p>	<p>I. Amount towards EMD on submission of bids shall be collected in a separate pooling account of Focal Point Branch called e-FPB of respective designated banks at Bhubaneswar and the banks will remit the amount to respective bidder's</p>

	<p>e-FPB of respective designated banks at Bhubaneswar on T+1 day.</p> <p>II. The Paper cost will be transferred to the respective current accounts of concerned State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc. after opening of bid.</p>	<p>account on receipt of instruction from TIA through refund and settlement of e-procurement system within two working days from receipt of such instruction.</p> <p>II. In case of forfeiture of Earnest Money Deposit on submission of bids, the e-Procurement portal will direct the Bank to transfer the EMD value from the Pooling Account of SPC to the registered account of the tender inviting authority within two working days of receipt of instruction from TIA.</p>
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Signature