

**Proceeding of the Pre-Bid Meeting on the Request For Proposal (RFP) No.No.3939/dt.19.12.2022)for selection of service provider for “Scanning, Imaging and On-screen evaluation of Answer Books, Re-addition/Re-checking of Answer Books, Feeding, Uploading and Transmission of Marks in Off-line Evaluation Centres for the Annual Higher Secondary Examinations 2023”**

**Date and time : 28.12.2022 at 11.00 A.M. in the Conference Hall of CHSE, Odisha.**

As per scheduled date, the pre-bid meeting on the Request for Proposal (RFP) No.3939/dt.19.12.2022 for selection of service provider for “Scanning, Imaging and On-screen evaluation of Answer Books, Re-addition/Re-checking of Answer Books, Feeding, Uploading and Transmission of Marks in Off-line Evaluation Centres for the Annual Higher Secondary Examinations 2023” was held on the above date & time.

The following officers of the CHSE, Odisha attended the meeting.

- |                                |    |                                |
|--------------------------------|----|--------------------------------|
| 1. Sri Ashwini Kumar Mishra    | -- | Chairman                       |
| 2. Ms. Chinmayee Kanhar        | -- | Secretary                      |
| 3. Dr. Ashok Kumar Nayak       | -- | Controller of Examinations     |
| 4. Sri Prashanta Kumar Nayak   | -- | Finance Officer                |
| 5. Sri Subhranshu Kumar Behera | -- | Dy. Controller of Examinations |
| 6. Ms. Rashmi Rekha Amanta     | -- | Administrative Officer         |

The representatives of the following companies / firms were present and participated in the pre-bid meeting.

<b>Sl. No.</b>	<b>Name &amp; Designation of the Representative</b>	<b>Represented by</b>
01	Sri Ashish Sahoo, Assistant Director, Institutional Sales	M/s Merit-trac Pvt. Ltd.
02	Sri Sanjeev Sathe, Vice-President (Sales)	M/s Weshine Tech. Pvt. Ltd.
03	Sri Priyabrat Ray	M/s TCS ION
04	Sri I.R. Kiran Kumar, General Manager	M/s COEMPT

Earlier, pre-bid queries were received from five companies through e-mail id – [secy.chse@odisha.gov.in](mailto:secy.chse@odisha.gov.in). The pre-bid queries and suggestions submitted by the

representatives of those companies were also discussed in detail with reference to the existing clauses of RFP and accordingly the clarifications/ amendments to the above RFP were finalized. The clarifications/ amendments will be treated as a part of the RFP.

The pre-bid clarifications and amendments to different clauses of the RFP **are annexed to this proceeding.**

Since it was not possible to issue these pre-bid clarifications and amendments on the earlier specified date i.e. on 29.12.2022, the date was extended to 30.12.2022 as agreed by all.

In view of the extension of above dateline for incorporation of pre-bid clarifications/amendments, it was decided to revise the RFP schedule as under.

#### **Revised RFP schedule**

- Last date of submission of the proposals / bids : Not later than **19.01.2023 by 5.30 PM** by registered post / speed post / courier only.
- Date of opening of technical bid – **20.01.2023** 11.30 AM in the office of CHSE ( O ), Bhubaneswar
- Date of technical presentation – **20.01.2023** from 2 PM onwards in the office of CHSE ( O ), Bhubaneswar
- Date of opening of financial bid – **25.01.2023** 11. 30 AM in the office of CHSE ( O ), Bhubaneswar

Sd/

Finance officer  
CHSE ( O )

Enclosure :

1. Pre-bid clarifications / amendments
2. Revised formats for submission of documents  
( annexure I to VIII )

**Pre-bid clarifications and amendment to the RFP for Scanning, Imaging and On-Screen evaluation of Answer Books, Re-addition/Re-checking of Answer Books, Feeding, Uploading & Transmission of marks in Off-line Evaluation Centres for the Annual Higher Secondary Examination, 2023**

**Ref : RFP No.-3939/Dt.-19.12.2022**

Note : This pre-bid clarification / amendments should be treated as part of the RFP and bidders should submit their bid as per these clarification / amendments and the unchanged clauses / provisions of the RFP. Bidders should read the entire pre-bid clarification / amendment to know the changes including the **revised RFP schedule / timeline and the various forms for submission as per the revised annexures given in this clarification.**

S.N O.	RFP Page No./ Section / Clause	Clarification / suggestion for changes received	Clarification / amendments made in the RFP												
1	Eligibility Criteria/ - clause 4.5 at page 17 & Page 21 / Scoring Model / Clause – 5C - 1.2	If it can be reduced to above 50 Crores for 5 marks	<p>Clause 4.5 of eligibility criteria at page 17 is amended as follows :</p> <p>Average annual turnover of the bidder in any of the 3 financial years out of last five financial years (FY 2017-18. 2018-19, 2019-20, 2020-21 and 2021-22) ending on 31st March 2022 must be at least <b>Rs.15 (Fifteen) Crore.</b></p> <p>The scoring model ( 5.C.1.2 ( page 21 of the RFP ) is amended as follows :</p> <table border="1"> <tr> <td><b>1.2</b></td> <td>Average Annual Turnover (average of any 3 financial years out of last five financial years as in the pre-qualification criteria)</td> <td><b>5</b></td> </tr> <tr> <td></td> <td><b>15 Cr to 50 Crores</b></td> <td><b>2</b></td> </tr> <tr> <td></td> <td><b>Above 50 Crores to 100 Crores</b></td> <td><b>4</b></td> </tr> <tr> <td></td> <td><b>Above 100 Crores</b></td> <td><b>5</b></td> </tr> </table>	<b>1.2</b>	Average Annual Turnover (average of any 3 financial years out of last five financial years as in the pre-qualification criteria)	<b>5</b>		<b>15 Cr to 50 Crores</b>	<b>2</b>		<b>Above 50 Crores to 100 Crores</b>	<b>4</b>		<b>Above 100 Crores</b>	<b>5</b>
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S.N O.	RFP Page No./ Section / Clause	Clarification / suggestion for changes received	Clarification / amendments made in the RFP
2	Page 22 / Scoring Model / Clause-5-(C)-(4.3)	Evaluation of score in this 4.3 can be done on the basis of how many different projects and at how many locations scanning is done in past	No change in the RFP.
3	Page24-29/ Annexures	If we can get the softcopy of all the Annexures or PDF of non scan RFP	Bidders are advised to download the annexures and convert them in the format as they desire.
4	Page 5 / Instruction to Bidders / Clause-2.5	MSME have been exempted from EMD. Govt. has been considerate in this regard due to post COVIDimpact.  Please consider EMD exemption for MSMEs.	It is clarified that local MSME / MSE as defined in Odisha MSME Development policy are exempted from submission of EMD / Bid Security. <b>The bidder has to submit necessary documentary evidence in this regard.</b>  For other bidders, EMD / Bid Security of Rs. 20 ( Twenty ) lakh scan <b>also</b> be submitted in the form of Bank Guarantee in the format given <b>Annexure VII</b> appended to this pre-bid clarification / amendment to the RFP.
5	Page 9 / For online / e- valuation / Clause-3.A.3	Definition of scanning and similar project mentioned in Section 4: EligibilityCriteria (page no. 18) point number 4.6, 4.7, 4.8, 4.9 should be read as scanning answer booklets without cutting or dethreading. Please clarify.	No change. However, it is clarified that the requirement of CHSE (O)is scanning of answer books by book scanning without cutting or de-threading the answer scripts.  The experience of the bidders in book scanning without cutting or de-threading will be taken into account at the time of technical presentation.
6	Page 11&18 / Scope of work & Eligibility Criteria / Clause-3.F.2 & 4.6, 4.7, 4.8, 4.9	Definition of scanning and similar project mentioned in Section 4: EligibilityCriteria (page no. 18) point number 4.6, 4.7, 4.8, 4.9 should be read as scanning answer booklets without cutting or dethreading. Please clarify.	As clarified at sl. No. 5 above

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7	Page 17 / Eligibility Criteria /Clause-4.5	Many eligible and competent companies have undergone lot of financial cramping during pre and COVID post COVID which has hampered its turnover growth and hence in view of this you to relax this clause as 10 Crores with any one year turnover of 20 crores our of last 5 years, which shall enable us to participate as otherwise we have substantial experience in OSM. Upon change in this clause, you to make necessary changes in the point table for turnover parameters.	As clarified at SI. No. 1 of this pre-bid clarification / amendment																											
8	Page 19 / Eligibility Criteria / Clause-4.15	Points are allocated for CMM 4 & CMM 5 and there are no points allocated for ISO and Cert-IN certifications. As Many of the companies in OSM doesn't have CMM L 4 & 5, kindly share points for ISOs also. It may kindly be noted that 16 our of 20 marks for this parameter is allocated for CMM4 & CMM 5 alone which may bar an otherwise competent and experienced vendor to qualify.	<p>No change.</p> <p>However, the <b>scoring model</b> as given in 2.1 and 2.2 ( page 21 ) of the RFP is amended as follows :</p> <table border="1" data-bbox="1263 683 1984 1062"> <thead> <tr> <th data-bbox="1263 683 1344 740">2</th> <th data-bbox="1357 683 1814 740">Bidder's Certification</th> <th data-bbox="1827 683 1984 740">20</th> </tr> </thead> <tbody> <tr> <td data-bbox="1263 746 1344 788">2.1</td> <td data-bbox="1357 746 1814 788"><b>CMMi level Development</b></td> <td data-bbox="1827 746 1984 788"><b>10</b></td> </tr> <tr> <td></td> <td data-bbox="1357 794 1814 820">CMMi level 3 Development</td> <td data-bbox="1827 794 1984 820">4</td> </tr> <tr> <td></td> <td data-bbox="1357 826 1814 852">CMMi level 4 Development</td> <td data-bbox="1827 826 1984 852">7</td> </tr> <tr> <td></td> <td data-bbox="1357 858 1814 884">CMMi level 5 Development</td> <td data-bbox="1827 858 1984 884">10</td> </tr> <tr> <td data-bbox="1263 890 1344 932">2.2</td> <td data-bbox="1357 890 1814 932"><b>CMMi level Services</b></td> <td data-bbox="1827 890 1984 932"><b>10</b></td> </tr> <tr> <td></td> <td data-bbox="1357 938 1814 963">CMMi level 3 Services</td> <td data-bbox="1827 938 1984 963">4</td> </tr> <tr> <td></td> <td data-bbox="1357 970 1814 995">CMMi level 4 Services</td> <td data-bbox="1827 970 1984 995">7</td> </tr> <tr> <td></td> <td data-bbox="1357 1002 1814 1027">CMMi level 5 Services</td> <td data-bbox="1827 1002 1984 1027">10</td> </tr> </tbody> </table>	2	Bidder's Certification	20	2.1	<b>CMMi level Development</b>	<b>10</b>		CMMi level 3 Development	4		CMMi level 4 Development	7		CMMi level 5 Development	10	2.2	<b>CMMi level Services</b>	<b>10</b>		CMMi level 3 Services	4		CMMi level 4 Services	7		CMMi level 5 Services	10
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9	Page 3 & 16 / RFP Schedule / Clause-RFP Schedule SI No. 6 & 4.5	It is the policy of all governments to exempt the MSMEs and MSEs from the payment of EMD and tender fees across the nation. Hence, you to kindly waive off the EMD and the tender fees for MSEs. In case you feel that the payment of EMD is compulsory, we suggest you take a Bid Security Declaration, as taken by SCTE&VT Odisha in their recently published tender. Still if you would want to take the EMD, you to kindly take the EMD in form of a bank guarantee. We also request you to suitably edit clauses # 2.5 and 2.6 on page # 4 of the RFP Document.	As clarified at SI. No.4 of this pre-bid clarification / amendment																											

S.N O.	RFP Page No./ Section / Clause	Clarification / suggestion for changes received	Clarification / amendments made in the RFP												
10	Page 17 / Turnover Criteria (EligibilityCriteria) / Clause-4.5	Sir, referring to the quantity of work as mentioned in your 2019 tender and the quantity mentioned in the current tender, the current estimated quantity of work is lesser by nearly 21%, and the turnover demanded in 2019 was 10 Cr. As the turnover demanded in tender is a function of the quantity of work to be executed, it is but logical that the same turnover criteria are maintained as in the 2019 tender. Please do refer to the CVC memorandum attached with this email. Hence you to kindly change the minimum average annual turnover criteria to Rs. 10 Cr. instead of the Rs. 20 Cr. as mentioned in the RFP Document.	As clarified at Sl. No. 1 of this pre-bid clarification / amendment												
11	Page 6 / Instructions to bidder / Clause-2.13	Please let know the right pre-bid meeting date.	Already notified in the website												
12	Page 21 / Scoring Model	The scoring model to be modified in accordance with our earlier submissions.	As clarified at Sl. No. 1 of this pre-bid clarification / amendment												
13	Page 21 / Scoring Model / Clause-5C-1.3	Successful conduction of OSM doesn't essentially require a large number of Staff on payroll. It has been proven that many companies, in order to achieve a lean and Cost-Effective execution of the project have contracted staff, which helps them conduct examinations on ground, and who are properly police verified for prevention of any criminal activity like exam malpractices. The Control is exercised by a central team, and this model of Examination Conduct has proven to be extremely successful over the past two decades. Hence you to change the slabs to: =20-30 >31-50 >50	The scoring model ( 5.C.1.3 ( page 21 of the RFP ) is <b>amended</b> as follows :  <table border="1" data-bbox="1317 1034 2063 1358"> <tr> <td><b>1.3</b></td> <td><b>Overall on-roll IT staff strength ( Project Management/ Development/ Quality Assurance /Implementation/ Operations) in companies payroll</b></td> <td><b>5</b></td> </tr> <tr> <td></td> <td>50 – 100 nos.</td> <td>2</td> </tr> <tr> <td></td> <td>101 – <b>150</b> nos.</td> <td><b>4</b></td> </tr> <tr> <td></td> <td>Above 150 nos.</td> <td>5</td> </tr> </table>	<b>1.3</b>	<b>Overall on-roll IT staff strength ( Project Management/ Development/ Quality Assurance /Implementation/ Operations) in companies payroll</b>	<b>5</b>		50 – 100 nos.	2		101 – <b>150</b> nos.	<b>4</b>		Above 150 nos.	5
<b>1.3</b>	<b>Overall on-roll IT staff strength ( Project Management/ Development/ Quality Assurance /Implementation/ Operations) in companies payroll</b>	<b>5</b>													
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S.N O.	RFP Page No./ Section / Clause	Clarification / suggestion for changes received	Clarification / amendments made in the RFP									
14	Page 18 / Data Centre (Eligibility Criteria) / Clause-4.14  & page 21  Scoring model –  Clause 5.C.3	The use of Data Centres is now outdated, and nearly all companies use reputed cloud services like AWS and Azure. Hence you to modify this clause to “Primary Cloud Service and Back-Up Cloud service with real time replication”	No change in this clause except the last sentence “The infrastructure of the bidder must be Cert–in certified as per Govt. of India guidelines“ is <del>deleted</del> .  However, the scoring model – Clause 5.C.3 ( page 21 of the RFP ) is <b>amended</b> as follows : <table border="1" style="margin-left: 40px;"> <tr> <td style="text-align: center;"><b>3</b></td> <td><b>Bidder's Infrastructure -Primary Data Center with Secondary DC site to be managed by the bidder/ group of companies for data Security</b></td> <td style="text-align: center;"><b>5</b></td> </tr> <tr> <td></td> <td>Tier III DC with Secondary DC infrastructure outsourced by the bidder</td> <td style="text-align: center;"><b>4</b></td> </tr> <tr> <td></td> <td>Tier III DC with Secondary DC infrastructure owned by the bidder</td> <td style="text-align: center;"><b>5</b></td> </tr> </table>	<b>3</b>	<b>Bidder's Infrastructure -Primary Data Center with Secondary DC site to be managed by the bidder/ group of companies for data Security</b>	<b>5</b>		Tier III DC with Secondary DC infrastructure outsourced by the bidder	<b>4</b>		Tier III DC with Secondary DC infrastructure owned by the bidder	<b>5</b>
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15	Page 19 / ISO Certifications (Eligibility Criteria) / Clause-4.15	Kindly remove the ISO 20000 certification from the document.	No change in the RFP									
16	Page 5 / instructions to Bidders /  Clause-2.5	We are registered as a MSME. Request you to exempt the EMD amount as per the GFR 2017 rules (General Finance Rules,2017 issued by Ministry of Finance - Rule 170 - Bid Security). Else request you to allow us to submit a BG instead of DD or NEFT/RTGS. For successful bidder you to convert the EMD to PBG and any balance to be paid over and above of the EMD value can be submitted as a BG.	As clarified at Sl. No. 4 of this pre-bid clarification / amendment									
17	Page 9 / Payment Terms /  Clause-2.25	Kindly consider the payment milestones as below:Payment to be made within 30 days from the date of receipt of Invoice.Payment milestone should be :1.40% upon completion of scanning.2.40% upon completion of evaluation.3.20% after submission of final marks/reports/signoff Project completion.	The clause 2.25 of payment terms at page 9 of the RFP is amended as follows : <ol style="list-style-type: none"> <li>1. 20% upon completion of scanning.</li> <li>2. 40% upon completion of evaluation.</li> <li>3. 40% after submission of final marks/reports/signoff Project completion.</li> </ol>									

S.N O.	RFP Page No./ Section / Clause	Clarification / suggestion for changes received	Clarification / amendments made in the RFP
18	Page 18 / Eligibility Criteria / Clause-4.6	To amend as under:  The Cumulative Order value should be increased to 35 Cr & as proof of evidence, Certificate from CA with UDIN should be mandatory along with the existing proofs to ensure the authenticity.	Clause 4.6.of eligibility criteria at page 18 is amended as follows :  “The bidder’s cumulative order value during last five years should be at least <b>Rs.25 crores ( Rupees Twenty Five Crores )</b> or more in the relevant field, i.e. scanning, e-valuation, digitalization of marks related field”.  Certificate of CA with Unique Document Identification Number (UDIN) certifying the above should be submitted.
19	Page 18 / Eligibility Criteria / Clause-4.7	For the addition in this sentence as underlined: Similar nature of Project means: Major activities such as computer based scanning of answer books, on-screen marking, feeding and uploading of off-line marks &organizing venues for Digital Evaluation. (Activities as an experience)	Clause 4.7 mis amended as follows : The bidder should have successfully executed at least 3 similar projects in last five years (as <b>on 30.11.2022</b> ) in India for Government / Central or State Universities / School or Higher Secondary Boards / Public Service Commission / other Government educational institutions / Government professional institutions. Similar nature of project means major activities such as computer based scanning of answer books, on-screen markingand uploading of marks. Pilot projects, private universities and non-affiliating universities/boards shall not be considered.  Documentary evidence in form of work order / contract and client report must be enclosed as proof of execution of similar work.\
20	Page 18 / Eligibility Criteria / Clause-4.8	To amend as under:  The bidder must have executed similar project of at least 6 ( Six ) Lakhs answer books in a single order in any one year during the last 5 years as on 31.07.2022.	No change in the RFP except the following :  The date mentioned in this clause, 4.8 will read as <b>30.11.2022</b> instead of 30.07.2022.

S.N O.	RFP Page No./ Section / Clause	Clarification / suggestion for changes received	Clarification / amendments made in the RFP
21	Page 18 / Eligibility Criteria / Clause-4.9		Clause 4.9 is amended as under : The bidder must have successfully executed similar projects for <b>at least two different</b> Central or State Universities / School Boards / Higher Secondary boards / Public Service Commission / other Government educational institutions / Government professional institutions in last five years <b>with minimum one lakh answer scripts in each institution</b> . Similar project means major activities such as computer based scanning of answer books, on-screen marking and uploading of marks.
22	Page 18 / Eligibility Criteria / Clause-4.10		In clause 4.10, the last sentence is modified as under :  The service provider has to furnish the brief profile data of all such employees with pay-roll data <b>as per annexure V..</b>
22	Page 18 / Eligibility Criteria / Clause-4.14	To amend as under.  The bidder must have primary with DR site infrastructure for data security. Both the Data Centers should be located in India in different seismic zones. The data center must be minimum Tier III and ISO certified. Data Center should be certified as per the Government of India Guidelines. This bid document already have this point in 4.16, Page No 19 captured for the application. We think the application should have this certification not the infra.	No change in this clause except the last sentence "The infrastructure of the bidder must be Cert-in certified as per Govt. of India guidelines" is <b>deleted</b> .

S.N O.	RFP Page No./ Section / Clause	Clarification / suggestion for changes received	Clarification / amendments made in the RFP
22	Page 21 / Evaluation of Bids C. Scoring model (Bidder's Credentials) / Clause-1.2	<p>you to amend as under.</p> <p>Average Annual Turn Over (average of last 3 financial years as in the pre-qualification criteria)</p> <p>20 Cr to 50 Cr           - 2 Marks 51 Cr to 100 Cr       - 4 Marks Above 100 Cr           - 5 Marks</p>	As clarified at SI. No.1 of this pre-bid clarification / amendment
23	Page 21 / Evaluation of Bids C. Scoring model (Bidder's Credentials) / Clause-1.3	<p>To amend as under:</p> <p>Overall on-roll IT staff strength (Project Management/ Development/Quality Assurance/Implementation/Operations)</p> <p>50 - 100 Nos           - 2 Marks 101 -150 Nos       - 3 Marks Above 150 Numbers - 5 Marks</p>	As clarified at SI. No.13 of this pre-bid clarification / amendment
24	Page 21 / Evaluation of Bids C. Scoring model (Bidder's Clarification) / Clause-2.2	<p>you to amend as under:</p> <p>CMMi level Services:</p> <p>CMMi level 3 Services   - 6 Marks CMM  level 4 Services   - 8 Marks CMM  level 5 Services   - 10 Marks</p> <p>CMMi Development 5 Certifiante is majorly asked in a tender like this. But a gap of a CMMi -3 and CMMi -5 in services is huge in a QCBS of (80:20) and it looks discouraging for the other bidders.</p>	As clarified / amended at SI. No. 8 of this pre-bid clarification / amendment

S.N O.	RFP Page No./ Section / Clause	Clarification / suggestion for changes received	Clarification / amendments made in the RFP
25	Page 21 / Evaluation of Bids C. Scoring model(1 Bidder's Infrastructure) /Clause-3	Owning or hiring data centre requirements doesn't have any impact on the process for management of exam activities. We have successfully delivered large volumes, irrespective of the fact that the data centre had been taken on a hiring model.This gives an undue advantage to IT Sector Companies who own data centres and are also into the business of exam services, although they do not have domain expertise on conduct of examinations. you to assign full marks for this clause to the bidders, irrespective of they having ownership or hired data centre.	As clarified / amended at Sl. No.14 of this pre-bid clarification / amendment.
26	General	Request CHSE to provide PAN & GST number for internal process purpose.	Will be shared in email
27	Page 3 / RFP Schedule / Clause-SI.No. 11	Request CHSE to allow hand delivery of the Proposals.	No. No change in the delivery mode
28	Page 6 / Instructions to Bidders/ Clause-2.14	Request CHSE to accept below modification in the clause: Bidder shall submit all documentary evidence in the form of Work Order/ MoU/ work completion as proof of execution.	Clause 2.14 at page 6 is amended as follows :  Bidder shall submit all documentary evidence in the form of Work Order / MoU and work completion certificate / invoice / or any other proof of completion of the work as proof of execution. All the pages of the RFP documents should be signed by the bidder / bidder's authorized representative. Copy of authorization / <b>Power of Attorney</b> should be enclosed,

S.N O.	RFP Page No./ Section / Clause	Clarification / suggestion for changes received	Clarification / amendments made in the RFP
29	Page 6 / Instructions to Bidders / Clause-2.14	<p>As the no of pages of the bid document would be huge physical signature on each page would be difficult. Request to confirm whether digital signature of the authorized signatory (on last page) is acceptable. This secure process allows the authorized signatory to Digitally Sign the Proposal Document on the last Page and disallows any modification/updates to the same after signing and the same shall be printed and submitted.</p> <p>Request CHSE to accept Power Attorney in our existing format instead of authorization copy Kindly confirm whether this will be acceptable.</p>	<p>Each page of the bidder's tender documents should bear the signature or the seal of the bidder's company in each page.</p> <p>However, the financial bid must bear the physical signature of the bidder / representative.</p>
30	Page 7 / Instructions to Bidders / Clause-2.19	<p>The following changes in the clause: Even though bidder may satisfy the qualifying criteria, it is liable to disqualification if it has record of poor performance or not able to understand the scope of work or black listed earlier by any institutions in any earlier projects with the similar scope of services as mentioned in the tender document.</p>	<p>It is clarified that even though bidder may satisfy the qualifying criteria, it is liable to disqualification if it has record of poor performance or not able to understand the scope of work or black listed earlier by any institutions <b>in any similar project</b>,</p> <p>Similar work means major activities such as computer based scanning of answer books, on-screen marking and uploading of marks.</p>
31	Page 7 / Instructions to Bidders / Clause-2.2	<p>CHSE to allow suggestions to be submitted along with the bid and the final agreement will be signed with mutually agreed terms and conditions.</p>	<p>No change in the RFP.</p>
32	Page 10 / Scope of work in pre-evaluation phase / Clause-3.D.4	<p>Ambient temperature and adequate ventilation can be maintained at all the evaluation centres using aircoolers/ fans/ air conditioners. AC facilities may not be available in all the Evaluation centres. However, adequate ventilation and ambience will be ensured at all centers. Kindly confirm whether this will be acceptable.</p>	<p>No change in the RFP</p>

S.N O.	RFP Page No./ Section / Clause	Clarification / suggestion for changes received	Clarification / amendments made in the RFP
33	Page 11 / Scope of work in Scanning Centre / Clause-3.F.1	Number of scanners to be deployed is dependent on the volume of answer booklets and the timeliness to complete the scanning activity. Hence, the same can be mutually decided by the bidder and CHSE. Kindly confirm whether this will be acceptable.	
34	Page 13 / Clause-Point-11	Request CHSE for the modification in the below clause as: Server data to be secured at a designated site by a responsible official of the service provider in the presence of Head Examiners along with a backup copy(C.D/D.V.D/External HDD)which is to be handed over to the Controller of Examination at the end of the project.	Accepted
35	Page 13 / Post Evaluation Phase / Clause-3.I.1	Soft Copy of all the reports generated are shared through web cabinet portal (secured channel).Provision of providing the reports through hard copy is not recommended. Kindly confirm whether this will be acceptable.	Suggestion accepted
36	Page 13 / Post Evaluation Phase / Clause-3.I.3	Soft copy of all the reports generated are shared through web cabinet portal (secured channel). Provision of providing the reports through hard copy is not recommended. Kindly confirm whether this will be acceptable.	Suggestion accepted
37	Page 13 / Post Evaluation Phase / Clause-3.I.4	The customized report format should be shared in advance and mutually agreed between the bidder and the CHSE. Kindly confirm whether this will be acceptable.	Yes. It will be shared with the service provider in advance
38	Page 14 / Post Evaluation Phase /Clause-3.K.11	Every evaluator will get separate login id and password to access answer booklets online and perform the evaluation activity. Audit trail of every activity will be captured and will be shared with CHSE for future reference. Hence, auto generated hard copy of the result over view signed by the evaluators in case of change in previous marks is not required Kindly confirm whether this will be acceptable.	Suggestion accepted

S.N O.	RFP Page No./ Section / Clause	Clarification / suggestion for changes received	Clarification / amendments made in the RFP
39	Page 15 / Features required in e-valuations software / Clause-3.K.13	Request CHSE for the modification in the below clause as: To transfer/export the data in encrypted format including raw scores from local server to central server keeping in view sensitiveness of the data as referred to information leak detection & prevention server data to be in secured & designated site by a responsible official of the service provider along with a back-up copy in C.D./D.V.D./External HDD to be handed over to the Controller of Examination/any authorized officer of the CHSE at the end of the project, with back-up at the council office in Bhubaneswar.	Suggestion accepted
40	Page 17 / Features required in e-valuations software / Clause-3.L.36.j	Request CHSE for the deletion of this clause and accept reports to be generated in soft copy format and shared with CHSE in a secured manner.	No change
41	Page 19 / Eligibility Criteria / Clause-4.16	The following modification in the clause The proposed software/solution/hosting infrastructure should be Govt.ofIndia compliant CERT-IN certified for IT security.	No change
42	Page 26 / Annexure III / Columnno.4–Cost of work (in lakhs)	Deletion of this column as due to NDA signed with our customers, we cannot share the cost of work along with the volume of work.	Revised annexure III is attached to this pre-bid clarification / amendment.

S.N O.	RFP Page No./ Section / Clause	Clarification / suggestion for changes received	Clarification / amendments made in the RFP
43	Page 5 / Instructions to Bidders /Clause- 2.7	<p>The successful bidder shall be required to deposit performance security equivalent to 3% (Three Percent) of contract value by way of irrevocable and unconditional bank guarantee in favour of "Finance Officer, Council of Higher Secondary Education, Odisha" for one year and one month (i.e. one month beyond the contract period).The proceeds of the performance security shall be payable to CHSE(O) as compensation for any loss resulting from the bidder's failure to fulfill its obligations under the terms and conditions of this tender. Failure of the successful bidder to comply with the requirements shall constitute sufficient ground for the annulment of the contract in which event, the CHSE (O) may award the contract to another bidder in accordance with the prescribed rules. The EMD of all unsuccessful bidders shall be returned without interest after award of contract to the successful bidder.</p>	No change in the RFP
44	Page 8 / TERMINATION OF CONTRACT	<p>The CHSE. Odisha, Bhubaneswar may, , by written notice of default sent to the service provider. terminate the work/task in whole or in part, aft.er sending a notice to the bidder in this regard or if the bidder fails to deliver or complete the job assigned in the terms and conditions within the time period (s) specified in the document, if the bidder fails the perform another obligations under the terms and conditions.</p> <p>Termination for Material Breach. Either Party may terminate this Agreement immediately by a written notice to the other Party(i)in the event of a material breach by the other Party, by a written notice immediately, if the breach is not curable and by a written notice of 30days,if the breach is curable and is not cured within the said notice period; or (ii) in the event of any proceedings in bankruptcy, insolvency or winding up filed by or against the other Party or for the appointment of an assignee or equivalent for the benefit of creditors or of a receiver or of any similar proceedings.</p>	No change in the RFP

S.N O.	RFP Page No./ Section / Clause	Clarification / suggestion for changes received	Clarification / amendments made in the RFP
45	Page 8 / TERMS &CONDITION,REN EWAL,TERMINATI ON OF CONTRACT,IMPO SITION OF PENALTY:iv.IMPO SITION OF PENALTY / Clause-2.22	In case of errors/delays//non completion of work assigned as per schedule/ any deviation from the terms and conditions/ failure to fulfill contractual obligations, the CHSE Odisha will have the exclusive right to impose fine/penalty /of maximum up to 5% of the evaluation value.	No change in the RFP
46	Page 8 / ARBITRATION & JURISDICTION / Clause-2.23	All disputes, differences. Claims and demands arising under the contract shall be referred for Arbitration to a sole Arbitrator to be mutually agreed upon, and failing such agreement to an Arbitration tribunal consisting of three arbitrators. Each Party will nominate an arbitrator and these two arbitrators by mutual agreement will appoint the third arbitrator to constitute the Arbitration tribunal, The Arbitration proceedings shall be governed by the provisions of the Arbitration and Conciliation Act1996 Any other terms and conditions mutually agreed in writing prior to finalization of the order/ agreement shall be binding on the bidder. All disputes arising shall be subject to the jurisdiction of appropriate court of Odisha, India and shall be governed by the laws of India	No change in the RFP

S.N O.	RFP Page No./ Section / Clause	Clarification / suggestion for changes received	Clarification / amendments made in the RFP
47	Page /INTELLECTUAL PROPRTY RIGHTS / Clause-2.24	<p>All issues arising out of intellectual property rights will be dealt by the service provider. If the IPR of some free content is already with a 3rd party, and the service provider is using it with the consent of the 3rd party, then the IPR with continue with 3rd party and be used with the permission. used by bidder in the provision of the Services shall exclusively belong to bidder or its licensors("Bidder Proprietary Material"). Any and all Intellectual Property Rights with respect to the Services and the bidder Proprietary Material and all modifications , improvements , enhancements, or derivative works made thereto, shall always belong to bidder or its licensors and the CHSE shall not be entitled to claim any rights there in. All rights, title and interests in the CHSE Data shall always remain with CHSE. However, bidder shall have the right and license to use the CHSE Data for R&amp;D and product enhancement purposes. CHSE agrees that bidder shall have the right to list CHSE name in its marketing material and use CHSE logo with respect to such listing and for reference purposes. The CHSE acknowledges that the provision of the Services here under by bidder shall be on a non-exclusive basis and bidder shall be free at all times to provide the services or perform obligations same or similar to the Services and obligations envisaged here under to any of its other CHSEs, either existing or future, and nothing here in shall preclude bidder from providing such services or performing such obligations to its other CHSEs. either existing or future, and nothing here in shall preclude bidder from providing such services or performing such obligations to its other CHSEs.</p>	

S.N O.	RFP Page No./ Section / Clause	Clarification / suggestion for changes received	Clarification / amendments made in the RFP
48	Page 9 / PAYMENT TERMS: / Clause-2.25	The payment shall be in Indian Rupees and shall be paid only after successful completion of work without error and delays subject to applicable TDS as per GST and IT Acts. No advance payment shall be made and the successful bidder has to sign an agreement on non-judicial stamp paper In case the bidder fails to execute the contract, the Council shall have liberty to get it done through any other service provider. CHSE shall remit payment to bidder with in thirty (30) days from the date of invoice. Bidder shall invoice and CHSE shall make payment, in accordance with the billing period as per mutually agreed contract.	As clarified / amended at Sl. No. 17 of this pre-bid clarification / amendment
49	Page 9 / Clause-2.27	We suggest deletion of this clause and allow bidder to Sub-contract any part of the services with prior information given to CHSE.	No change in the RFP
50	Page 15 / Features required in e- valuations software /Clause-3.L.4	After scanning of answer scripts, ,the delivery at the-valuation centres can be by any secured mode as per the technology available with the Service provider which should be fully secured and any type of lapses in this mode will be the sole responsibility of the service provider. In the event of such a lapse, the council reserves the right to take necessary action which may include determination of the contract.	No change in the RFP
51	Page 18 / Eligibility Criteria / Clause-4.13	The self-certified declaration on company letter head only specifying that the firm has not been black listed by any state or central government organization in last three years for the similar scope of services as mentioned in the tender document.	No change in the RFP
52	Page 22 / Financial Bid Evaluation / Clause-5 (D)	Only fixed price financial bids indicating all-inclusive prices for each of the deliverables and services specified in this bid document will be considered. The price would be exclusive of GST and other taxes, duties, charges and levies etc as applicable.	No change in the RFP

S.N O.	RFP Page No./ Section / Clause	Clarification / suggestion for changes received	Clarification / amendments made in the RFP
53	Page 3 – RFP schedule  and  page 6 / Instructions to bidders / Clause 2.12	<ul style="list-style-type: none"> <li>• The last date of the submission of the proposals / bid ,</li> <li>• Date of opening of technical bid</li> <li>• Date of technical presentation</li> <li>• Date of opening of Financial bid</li> </ul>	<p>The following changes are made in the RFP schedule</p> <ul style="list-style-type: none"> <li>• <b>Last date of submission of the proposals / bids : Not later than <u>19.01.2023 by 5.30 PM</u> by registered post / speed post / courier only.</b></li> <li>• <b>Date of opening of technical bid – 20.01.2023 11.30 AM in the office of CHSE ( O ), Bhubaneswar</b></li> <li>• <b>Date of technical presentation – 20.01.2023 from 2 PM onwards in the office of CHSE ( O ), Bhubaneswar</b></li> <li>• <b>Date of opening of financial bid – 25.01.2023 11. 30 AM in the office of CHSE ( O ), Bhubaneswar</b></li> </ul>

**The revised forms as per the annexures (annexure I to VIII) are enclosed herewith,**

## Annexure-I

### FINANCIAL BID

Sl. No.	Work / Service	Quantity of work ( Q )	Rate quoted ( in figure ) per script ( R ) in Rs.	Total cost( Rs, ) ( Q X R )
1	2	3	4	5
1	Scanning &e-valuation work	8,00,000 scripts		
2	Feeding, uploading & transmitting marks from off-line valuation centres	16,20,000 scripts *		
3	Re-addition/re-checking work	5000 scripts		
4	Total cost of the project ( Sl. No. 1 + 2 + 3 as per Col. 5 )			

**Total in words : Rupees**

The ratequoted should include GST and other government dues / levies.

(Signature & seal of Bidder)

N.B. :-

- **The total cost for all the services taken together ( Sl. No. 4 ) will be considered for the Financial bid**
- If there is a discrepancy between words and figures, the amount in words will prevail. If the bidder doesn't accept the correction of the errors, its bid would be rejected and may result in forfeiture of EMD amount.
- \* scriptsmeans the marks of a candidates in a paper

**Annexure-II**  
**FINANCIAL INFORMATION**

Financial Year	F.Y.	F.Y.	F.Y.	F.Y.	F.Y.
Turn over (in crores)					
Profit before tax					
Cumulative order value during last five years in the relevant field					
Other relevant information					

- I. Financial Analysis: details to be furnished duly supported by figures in balance sheet/profit & loss account for the last 5 (Five) Financial Years and certified by the chartered accountant, as submitted by the bidder to the income-tax department (copies to be attached).
- II. Up to date income tax clearance certificate.
- III. Certificate of financial soundness from banker / Chartered Accountant with UDIN number
- IV. Financial arrangements for carrying out the proposed work.
- V. Note : Attach additional sheets, if necessary.

(Signature & seal of Bidder)

## Annexure –III

### DETAILS OF SCANNING, E-VALUATION WORKS AND RELEVANT WORK COMPLETED DURING THE LAST FIVE YEARS.

Sl .	Month / Year	Name of work / Project & name of the organization	Nos. of scripts	Date of commencement as per contract / Stipulated date of completion / Actual date of Completion	Name and address/ Telephone number of officer to whom reference may be made for verification
1	2	3	5	6	7

(Signature & seal of Bidder)

Any Litigation/Arbitration pending or in process with details( Please attach additional sheets, if required )

Any Litigation/Arbitration pending or in process with details( Please attach additional sheets, if required )

## **Annexure-IV**

### **STRUCTURE AND OTHER DETAILS OF THE ORGANISATION**

1. Name and detail address of the bidder :
2. Telephone no./fax no./email address :
3. Legal status (Attach copies of original document defining the legal status).
  - a. An individual :
  - b. A proprietary/partnership firm :
  - c. A trust/society :
  - d. A public / private limited company :
4. Particulars of registration with various government bodies (attested photocopy)
  - a. GST registration number(GSTIN) :
  - b. Organization/place of registration :
  - c. Date of validity :
  - d. PAN number :
  - e. Service tax registration number :
5. Names and titles of Director's & Officers with designation to be concerned with this work with designation of individuals authorized to act for the organization.
6. Were you or your company ever required to suspend the work for a period of more than six months continuously after you commenced the work ? if so, give the Name of the project and reasons for not completing the work.
7. Have you or your constituent partner(s) ever left the works awarded to you incomplete? if so, give name of the project and reason for not completing the work.
8. Have you or your constituent partner(s) debarred/black listed for tendering in any organization at any time? If, so give details.
9. Area of specialization and Interest.
10. Any other information considered necessary but not included above.

(Signature & seal of Bidder)

## Annexure-V

### DETAILS OF MANAGEMENT & ADMISTRATIVE / DELIVERY LEVEL PERSONNEL IN THE PAY ROLL OF THE BIDDER

Sl. No.	Name & designation	Date of appointment in the company	Qualification	Area of work / professional experience	Remark
1	2	4	5	6	10

N.B. Please insert more rows / additional sheets, if necessary.

(Signature & seal of Bidder)

## Annexure – VI

### CHECK LIST

SI No.	Documents to be submitted	Status of Submission (Yes or no)	Remarks
1	Company profile ( one page only )		
2	Copy of authorization letter / POA in case of authorized representative		
3	Demand Draft for Tender Fee of Rs. 20,000/-		
4	Demand Draft / Bank Guarantee for E.M.D. of Rs. 20,00,000/- ( Twenty Lakhs ). In case of MSME / MSE as defined in Odisha, MSME development policy, 2016, certificate / proof of the same		
5	Company / Firm registration certificate		
6	Valid certificate of registration with appropriate tax authorities		
7	Proof of average annual turnover of three years out of last five years		
8	Proof of cumulative order value of Rs. 25 crores in last five years from relevant field		
9	Proof of execution of three similar work in last five years		
10	Proof of execution of similar work of at least three lakhs answer scripts in a single order in any one of the year in last five years		
11	Proof of execution of similar projects in at least two different Government institutions in last five years with minimum one lakh answer scripts in each institution		
12	Proof of having minimum fifty employees in bidder's pay roll Sheet with profile of employees		
13	Proof of having office in Odisha or undertaking to open a dedicated office in Odisha		
14	Undertaking for own and leased computers and scanners		
15	Self declaration on black listing in non-judicial Stamp Paper of Rs. 100/-		
16	Proof of having minimum CMMi level 3 certification, both development and service.		
17	ISO certifications as per eligibility criteria		
18	Cert-in certificate on primary and DR site infrastructure / software		
19	Proof of in house development of proposed software/ solution		
20	Technical bid in a separate sealed cover with super-scription		
21	Financial bid in a separate sealed cover with super-scription		
22	Submission of bid in a bigger sealed envelope with super-scription		

N.B. The above checklist is indicative only. Bidder should submit the supporting documents in support of his eligibility as per different provisions of the RFP., even though the same has not been specifically mentioned in the above check list. Bidder can add rows / sheets, if required.

## Annexure – VII

### Model Bank Guarantee Format for furnishing EMD

Whereas..... (hereinafter called the “tenderer”) has submitted their offer dated..... for Scanning, Imaging and On-screen Evaluation of Answer Books..... (hereinafter called the “tender”) against the purchase’s tender enquiry No.....

KNOW ALL MEN by these presents that WE..... of ..... having our registered office at ..... are bound unto ..... (hereinafter called the “purchaser”) in the sum of ..... for which payment will and truly to be made to the said purchaser, the bank binds itself, its successors and assigns by these presents.

Sealed with the common seal of the said Bank this ..... day of .....20.....

THE CONDITION OF THIS OBLIGATION ARE:

1. If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
2. If the tenderer having been notified of the acceptance of his tender by the purchaser during the period of its validity:
  - a) If the tenderer fails to furnish the performance security for the due performance of the contract.
  - b) Fails or refuses to accept/execute the contract.

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

This guarantee will remain in force upto and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

We the .....Branch.....undertake not to revoke the guarantee during its currency except with the previous consent of the COUNCIL OF HIGHER SECONDARY EDUCATION, ODISHA in writing.

We the .....Branch..... further agree that a mere demand by COUNCIL OF HIGHER SECONDARY EDUCATION, ODISHA is sufficient for us ..... Branch at Bhubaneswar to pay the amount covered by the Bank Guarantee without reference to the said Agency and protest by said Agency cannot be valid ground for us ..... Branch to decline payment to COUNCIL OF HIGHER SECONDARY EDUCATION, ODISHA.

.....  
(Signature of the authorized officer of the Bank)

.....  
Name and designation of the officer

.....  
Seal, name & address of the Banks and address of the Branch

**Annexure – VIII**

**Model Bank Guarantee Format for Performance Security**

WHEREAS.....(name and address of the service provider) (here in after called “the service provider”) has undertaken, in pursuance of contract no.....dated..... for **Scanning, Imaging and On-screen Evaluation of Answer Books**(description of services) (herein after called “the contract”).

AND WHEREAS it has been stipulated by you in the said contract that the service provider shall furnish you with a bank guarantee by a scheduled commercial bank recognised by you for the sum specified therein as security for compliance with its obligation in accordance with the contract.

AND WHEREAS we have agreed to give the service provider such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the service provider, up to a total of .....(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the service provider to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) 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 service provider 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 thereunder or of any of the contract documents which may be made between you and the service provider 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 the .....day of .....20.....

We the .....Branch.....undertake not to revoke the guarantee during its currency except with the previous consent of the COUNCIL OF HIGHER SECONDARY EDUCATION, ODISHA in writing.

We .....Branch..... further agree that a mere demand by COUNCIL OF HIGHER SECONDARY EDUCATION, ODISHA is sufficient for us ..... Branch at Bhubaneswar to pay the amount covered by the Bank Guarantee without reference to the said Agency and protest by said Agency cannot to valid ground for us ..... Branch to decline payment to COUNCIL OF HIGHER SECONDARY EDUCATION, ODISHA.

.....  
(Signature of the authorized officer of the Bank)

.....  
Name and designation of the officer

.....  
Seal, name & address of the Banks and address of the Branch