ODISHA RENEWABLE ENERGY DEVELOPMENT AGENCY
(Under Science & Technology Department, Government of Odisha)
S-59, Mancheswar Industrial Estate, Bhubaneswar-751010
Ph: 91-674-2578260, Fax: 2576368
Web site: www.oredaodisha.com    E-mail: ceoreda@oredaorissa.com

Request for Proposal (RfP)
For

For further details, please visit the website

www.oredaodisha.com

RfP Identification No.: 1262/OREDA, Dated: 08.03.2019
Notice Inviting Tender (NIT)

CONSULTANCY SERVICES FOR CONDUCTING / MANAGING RECRUITMENT PROCESS

NIT No. 1262/OREDA  
Dated. 08.03.2019

Odisha Renewable Energy Development Agency invites bids under single stage two-part bidding system from reputed Consulting Firms/Agencies for consultancy services to conduct and manage the recruitment process as per the Scope of Work in the tender document.

<table>
<thead>
<tr>
<th>Bid Security Deposit (EMD) (In Rs.)</th>
<th>Non-refundable Cost of Bid Document (In Rs.)</th>
<th>Date, Time And Venue of the Pre-Bid Conference</th>
<th>Last date/time for Submission of Bids</th>
<th>Date and Time of Opening of Techno-Commercial Bid</th>
</tr>
</thead>
</table>
| Rs. 2, 50,000 /- (Rupees Two Lakh Fifty Thousand) only to be submitted in shape of Demand Draft | Rs. 10,000 + 5% GST | 15.03.2019  
11.30 A.M. at Conference Hall of OREDA | 30.03.2019  
1.00 P.M. | 30.03.3019  
3.00 P.M. |

Tender documents can also be downloaded from the official website of Odisha Renewable Energy Development Agency www.oredaodisha.com.

The authority reserves the right to accept or reject any or all of the offers without assigning any reason thereof.

Note: Bidders are requested to regularly visit official website of Odisha Renewable Energy Development Agency www.oredaodisha.com” for amendment /corrigendum (if any) / important notice etc. relating to this tender.

-Sd-
Chief Executive
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Section-I

PREFACE

Odisha Renewable Energy Development Agency (OREDA) was constituted as a State Nodal Agency in the 1984 under aegis of Department of Science & Technology, Govt. of Odisha with the view to popularise the exploitation and use of renewable energy sources in the State. The mandate of the Agency covers the entire gamut of renewable energy resources such as Solar, Wind, Hydro, Biomass sources.

Odisha Renewable Energy Development Agency (OREDA) intends to recruit 20 Nos. of Assistant Directors (Technical), 50 Nos. Technicians and 10 Nos. Junior Assistants through online examination.

<table>
<thead>
<tr>
<th>Post</th>
<th>Qualification</th>
<th>Nature of Recruitment</th>
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</thead>
<tbody>
<tr>
<td>Assistant Director (Technical)</td>
<td>B.E. / B. Tech. degree in Electrical Engineering or Mechanical Engineering or Agricultural Engineering. Degree - PG Diploma in Renewable Energy Technologies will be preferred.</td>
<td>Computer based Test and Interview.</td>
</tr>
<tr>
<td>Technician</td>
<td>HSC or equivalent certificate and a pass certificate of the (National Council of Vocational Training) from ITI in Electrician / Mechanic / I.T. &amp; ESM Trades.</td>
<td>Computer based Test and Skill Test.</td>
</tr>
<tr>
<td>Junior Assistant</td>
<td>Graduates in any discipline from a recognised University in the state. Candidates must have PGDCA or equivalent certificate from any institution recognised by Govt. of Odisha. Degree in Commerce / Accountancy shall be given extra weightage.</td>
<td>Computer based Test</td>
</tr>
</tbody>
</table>
### Section-II
Instructions to Bidders (ITB)

<table>
<thead>
<tr>
<th>A. General:</th>
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</table>
| 1. Scope of the Bid | 1.1 i. Assistance in Designing Recruitment Advertisement. | i. Assistance in Designing Recruitment Advertisement.  
 ii. Hosting of application software for applying on line and online fee collection. | 
 iii. Communication to the candidates (System- generated automated response and/or query-specific response). 
 iv. Venue allotment to the candidates. 
 v. Admit Card generation. 
 vi. Preparation of test materials 
 vii. Designing & development of question papers 
 ix. Preparation of select list. 
 x. Preservation of Data 
 (a) Handing over final selection list. 
 (b) Reservation of data, test materials.  |
| 2. Eligible Bidders | 2.1 The Consultant Firm/ Agency, meeting the Eligibility criteria mentioned in Section-IV will be regarded as Eligible Bidders. |  |
| 3. Joint Venture/Consortium | 3.1 Not applicable. |  |
| 4. Documentary Evidence | 4.1 The Bidder shall furnish; 
 a. The relevant Work Orders/LOA/Contract Agreement along with copies of certificate from the client duly signed by the competent authority of the Client in proof of successful completion of the consultancy work in support of information furnished in FORM(F-3).  
 b. The Audited Accounts of the last three financial years. The certified copy of the Average Annual Turnover based on the Audited Accounts duly certified by the Chartered Accountant in FORM (F-4).  
 c. The copy of the certificate of incorporation.  
 d. Service Tax registration certificate.  
 e. Nil Deviation Certificate in FORM (F-5).  
 f. Documentary evidence in proof of Key Personnel’s experience in FORM (F-2).  
 g. Power of Attorney for Authorised Signatory. |  |
|  | 4.2 Non-compliance to the above requirement even after seeking necessary clarification shall render the offer non-responsive. |  |

<table>
<thead>
<tr>
<th>B. Contents of Bidding Document</th>
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</table>
| 5. Sections of the Bidding Document | 5.1 The Bidding Document consists of nine Sections as indicated below, and should be read in conjunction with any addenda issued in accordance with ITB Clause-7. 
 Section-I-Preface 
 Section-II-Instructions to Bidders (ITB) 
 Section-III-Bid Data Sheet (BDS) 
 Section-IV-Eligibility Criteria 
 Section-V- Scope of Work 
 Section-VI-Bid Evaluation Methodology 
 Section-VII-General Conditions of Contract (GCC) 
 Section-VIII-Bidding Forms 
 Section-IX-Contract Forms | 5.2 Odisha Renewable Energy Development Agency is not responsible for the completeness of the Bidding Document and its addenda, if they were not obtained directly from OREDA. |
5.3 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the Bid.

6. Clarifications on Bidding Document

6.1 Bidders may seek clarifications in writing relating to preparation and submission of bids, scope of works, GCC etc. prior to the pre-bid conference. Such requests will be submitted at least 2 days (excluding the date of pre-bid meeting) before the date of Pre-bid meeting. Bidders’ queries will be discussed in the pre-bid conference. The clarifications to the queries and/or addenda to the RfP document shall be published in the website of OREDA.

6.2 The pre-bid conference shall be held as per the schedule mentioned in the Bid Data Sheet (BDS)-Section-III.

6.3 No clarification shall be entertained after the pre-bid conference.

7. Amendment of Bidding Document

7.1 At any time prior to the deadline for submission of the bids, OREDA may amend the bidding document by giving reasonable time and issuing addenda.

7.2 Any addenda issued shall be part of the bidding document. The bidder shall visit OREDA’s website for any addendum / modification / errata / corrigendum etc.

7.3 OREDA, at its discretion for any reason at its own initiative may add, modify or remove any element of the services entirely or any part thereof from the bid document till the time of deadline for submission of bid. All bidders will be notified of any such change.

7.4 In order to provide prospective bidders reasonable time to take the amendments into account in preparing their bids, OREDA may, at its discretion, extend the last date for the submission of bids.

7.5 Any addendum issued shall be part of the bidding document and shall be hosted in OREDA’s website.

C. Preparation of Bids

8. Cost of Bid preparation

8.1 The Bidder shall bear all costs associated with the preparation and Cost of submission of its Bid. OREDA shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

8.2 A demand draft amounting to Rs.10,000/- (Rupees Ten Thousand) only Plus GST @ 5% extra in favour of the Chief Executive, Odisha Renewable Energy Development Agency payable at Bhubaneswar towards the cost of the bid document at the time of submission of RfP document. If the downloaded RfP documents will be accepted by OREDA only if it is supported by the demands draft towards cost of bid document.

9. Language of Bids

9.1 The Bid, as well as all correspondences and documents relating to the Bid exchanged between the Bidder and OREDA, shall be written in English.

10. Documents comprising Bid

10.1 The Bid shall comprise two envelopes to be submitted separately, one containing the Techno-Commercial Proposal and the other containing the Price Proposal, which shall be evaluated in two stages.

10.2 The first envelope shall contain Techno-Commercial Proposal, clearly marked as Techno-Commercial Proposal.

The second envelope shall contain the Price Proposal clearly marked as Price Proposal.
Both the envelopes shall be sealed inside a bigger envelope, clearly mentioning the name and address of the Bidder, RfP identification No., and the authority to whom the Bid is being submitted to.

10.3 **During Stage-1 of the evaluation**, the Techno-Commercial Proposals shall be opened as per ITB Sub-Clause-23.1&at the address, date and time specified in the BDS, Section-III. Bidder shall not be allowed to modify/amend/change the Techno-Commercial Proposals after submission of the Bid, unless otherwise specifically asked by the OREDA. The Techno-Commercial Proposals which do not conform to the specified requirements even after seeking clarification, if any by the OREDA will be rejected as non-responsive Bids.

10.4 **During Stage-2 of the evaluation**, Price Proposals of Techno-Commercially successful bidders shall be opened at the date and time and place as intimated by OREDA.

10.5 For the final evaluation, the weightage assigned to Techno-Commercial Proposal and Price Proposal is **70% and 30%** respectively. The successful Bidder shall be decided on the QCBS evaluation basis as per this weightage.

10.6 The Techno-Commercial Proposal should be submitted along with:

a) Techno-Commercial Proposal Submission Forms;

b) Cost of Tender Documents for Rs.10,000/- (Rupees Ten Thousand ) Only plus GST @5% in shape of Demand Draft issued in favour of Chief Executive, Odisha Renewable Energy Development Agency, S-59, Mancheswar Industrial Estate, Bhubaneswar-10 and payable at Bhubaneswar, Odisha, if downloaded .

c) Bid Security (EMD) for Rs. 2,50,000/- (Rupees Two Lakh Fifty Thousand) only, in the form of Demand Draft issued in favour of Odisha Renewable Energy Development Agency and payable at Bhubaneswar, Odisha, in accordance with ITB Clause-17;

d) Power of Attorney authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause-18;

e) Documentary evidence in accordance with ITB Clause -15 establishing the Bidder’s eligibility to bid;

f) Documentary evidence in accordance with ITB Clauses -4.1and 26, that the bid conforms to the Bidding Document which includes the following:

i. Manpower on roll dedicated and trained for managing end to end CBT process.

   ii. Self-Certificate from authorized signatory of the bidder in respect of Copy Right of complete source code of software proposed.

g) Nil deviation Certificate.

h) Abstract of general terms & conditions.

i) BIO-Data of Key Personnel detailed in FORM (F-2)

j) Any other document required in the Bidding Forms.

10.7 The Price Proposal should include the following:

a) Price Proposal Submission Sheet and the applicable Price Schedules in FORM- P-1 &P-2 of Section-VIII (Bidding Forms), in accordance with ITB Clauses-11, 13 and 14;

b) any other document required in the BDS.

11. Bid Submission Sheets and Price Schedules

11.1 The Bidder shall submit the Techno-Commercial Proposal and the Price Proposal using the appropriate Submission Sheets provided in Section-VIII(Bidding Forms). These forms must be completed without any alterations to their format, and no substitute shall be accepted. All
blank spaces shall be filled in with the information requested. The Bidder shall submit, as part of the Price Proposal, the Price Schedules for Services, using the forms furnished in Section- VIII(Bidding Forms).

11.2 The Bidders should take note of following points while submitting the Price Proposal:
   a) Price Proposal should clearly indicate the price to be charged without any qualifications.
   b) Service tax as applicable shall be paid extra as per prevailing rate.

12. Alternate Bids
   12.1 Alternate Techno-Commercial and /or Price bids shall be rejected.

13. Bid Prices and Discounts
   13.1 The prices quoted by the Bidder in the Price Proposal Submission Sheet (FORM-P1) and in the Price Schedules (FORM-P2) shall conform to the requirements specified therein.
   13.2 Prices quoted by the Bidder must be firm and final and shall remain constant throughout the period of the contract and shall not be subject to any variation except service tax.
   13.3 The bidders are advised not to indicate any separate discount. Discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, will not be taken into account for evaluation purpose. However, in the event of such an offer if it is found to be the lowest without considering the separate discount, OREDA shall avail such discount at the time of award of contract provided such discount is unconditional.

14. Currencies for the Bid
   14.1 Bidders shall express their bid price in Indian Rupees only.

15. Documents
   15.1 To establish its qualifications to perform the Contract without any deviation, the Bidder shall submit as part of its Techno-commercial proposal, the evidence indicated for each qualification criteria specified in Section-IV (Eligibility Criteria).

16. Period of validity of Bids
   16.1 Bids shall remain valid for such period as mentioned in BDS after the bid submission deadline date prescribed by OREDA. A Bid valid for a shorter period shall be rejected by OREDA as non-responsive.

17. Bid Security
   17.1 The Bidder shall furnish as part of its Techno-commercial Proposal, a Bid Security (EMD) in form of Demand Draft for an amount of Rs.2,50,000/- (Rupees Two Lakh Fifty Thousand) only in favour of Odisha Renewable Energy Development Agency payable at Bhubaneswar only issued by a Scheduled Bank.
   17.2 Any Bid not accompanied by Bid Security in accordance with ITB Sub-Clause-17.1, shall be rejected by Odisha Renewable Energy Development Agency as non-responsive.

17.3 The Bid Security of unsuccessful Bidders shall be returned after signing of the Contract and submission and acceptance of CPBG submitted by the successful bidder.

17.4 The successful Bidder has to furnish the required Contract Performance Bank Guarantee before the signing of the Contract. The bid security of successful bidder shall be returned after acceptance of Contract Performance Bank Guarantee by OREDA.

17.5 The Bid Security may be forfeited, if the successful Bidder fails to:
| 18. Format of Bid | 18.1 The Bidder shall submit the Techno-Commercial Proposal in original, as described in ITB Clause-11 clearly marked as “ORIGINAL–TECHNO-COMMERCIAL PROPOSAL”. In addition, the Bidder shall submit one copy of the Techno-Commercial Proposal, clearly marked as “COPY – TECHNO-COMMERCIAL PROPOSAL”.
For the submission of the Financial Proposal, the Bidder shall prepare one original and one copy of the Price Proposal, as described in ITB Clause-11 and clearly marked as “ORIGINAL - PRICE PROPOSAL and COPY - PRICE PROPOSAL”.
In the event of any discrepancy between the originals and the copies, the originals shall prevail. |
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<tr>
<td>18.2 The original and all copies of the Bid shall be typed and shall be signed by a person duly authorized to sign on behalf of the Bidder. The name and position held by the person signing the authorization must be typed or printed below the signature. All pages of the Bid, amended printed literature, shall be signed or initialed by the person signing the Bid.</td>
<td></td>
</tr>
<tr>
<td>18.3 Any interlineations, erasures or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.</td>
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</table>

D. Submission and Opening of Bids

| 19. Sealing and Marking of Bids | 19.1 The Bidder shall enclose the original Techno-Commercial Proposal in separate sealed envelopes, duly marking the envelopes as Techno-Commercial Proposal
The Bidder shall enclose the original Price Proposal in separate sealed envelopes, duly marking the envelopes as Price Proposal |
| --- | --- |
| 19.2 The inner and outer envelopes shall:
a) bear the name and address of the Bidder;
b) be addressed to Odisha Renewable Energy Development Agency in accordance with ITB Sub-Clause-20.1; and,
c) bear the specific identification of Rfp as mentioned in BDS. |
<p>| 19.3 The outer and the inner envelopes containing the Techno-Commercial Proposals shall bear a warning not to open before the time and date for the opening of Techno-commercial Proposals, in accordance with ITB Sub-Clause-23.1. |
| 19.4 The outer and inner envelopes containing the Price Proposals shall bear a warning not to open until advised by Odisha Renewable Energy Development Agency in accordance with ITB Sub-Clause-23.2. |
| 19.5 If all envelopes are not sealed and marked as required, Odisha Renewable Energy Development Agency will assume no responsibility for the misplacement or premature opening and resultant disqualification of the bid |</p>
<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
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<tbody>
<tr>
<td>20.1</td>
<td>Bids must be received by Odisha Renewable Energy Development Agency not later than the date and time, and at the address indicated in the BDS-Section-III.</td>
</tr>
<tr>
<td>20.2</td>
<td>Odisha Renewable Energy Development Agency may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with ITB Clause-7, in which case all rights and obligations of OREDA and Bidders as existing before extension of the deadline will be applicable until the extended deadline.</td>
</tr>
<tr>
<td>21.1</td>
<td>Odisha Renewable Energy Development Agency shall not consider any Bid that is received after the deadline for submission of Bids, in accordance with ITB Clause-20. Any Bid received by Odisha Renewable Energy Development Agency after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.</td>
</tr>
<tr>
<td>22.1</td>
<td>No Bid shall be modified, withdrawn after the deadline of Submission of Bids.</td>
</tr>
<tr>
<td>23.1</td>
<td>Odisha Renewable Energy Development Agency shall conduct the opening of Techno-Commercial Proposals in the presence of Bidders’ authorized representatives who choose to attend, at the address, date and time specified in the BDS.</td>
</tr>
<tr>
<td>23.2</td>
<td>The Price Proposals will remain unopened and will be held in custody Of Odisha Renewable Energy Development Agency till the time of opening Of the Price Proposals. OREDA shall intimate the Techno-Commercially qualified bidders about the date, time, and location of the opening of Price Proposals through e-mail / website of OREDA.</td>
</tr>
</tbody>
</table>
| 23.3 | All envelopes holding the Techno-Commercial proposals of the bidder shall be opened one at a time, and the following read out and recorded:
  a) the name of the Bidder;
  b) the presence of a Bid Security and proof of purchase of bid document;
  c) any other details as Odisha Renewable Energy Development Agency may consider appropriate.
  d) Only Techno-Commercial Proposals of those bidders read out and recorded at bid opening shall be considered for evaluation.
  e) No Bid shall be rejected at the opening of Techno-Commercial
  f) Proposals except for late bids or bid not accompanied with bid security in accordance with **ITB Sub-Clause-21.1 and Clause-17**. |
<p>| 23.4 | After the techno commercial evaluation, the date, time, and location of the opening of Price Proposals will be intimated to respective Techno-Commercially qualified bidders through e-mail / website of OREDA. |
| 23.5 | Odisha Renewable Energy Development Agency shall conduct the opening of Price Proposals of all Techno-Commercially qualified bidders who submitted Price Proposals, in the presence of Bidders’ representatives who choose to attend at the address, date and time specified by OREDA. The Bidder’s representatives who are present shall be requested to sign a register/note-sheet evidencing their attendance. |</p>
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<tr>
<th>Section</th>
<th>Paragraph</th>
<th>Text</th>
</tr>
</thead>
</table>
| 23.6      |           | All Price Proposals shall be opened one at a time, and the following read out and recorded:  
|           |           | a) the name of the Bidder;  
|           |           | b) the bid prices;  
|           |           | c) any other details as Odisha Renewable Energy Development Agency may consider appropriate.  
|           |           | Only Price Proposals read out and recorded at bid opening shall be considered for evaluation. |
| 23.7      |           | Odisha Renewable Energy Development Agency shall prepare a record of the opening of Price Proposals that shall include, as a minimum, the name of the Bidder and the Bid Price. The Bidders’ representatives who are present shall be requested to sign the record. The omission of a Bidders signature on the record shall not invalidate the contents and effect of the record. |
| E. Evaluation and Comparison of Bids | 24.1 | Information relating to the examination, evaluation, comparison, and post qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process. |
|           | 24.2 | Any attempt by a Bidder to influence Odisha Renewable Energy Development Agency in the examination, evaluation, comparison, and post qualification of the Bids or Contract award decisions may result in the rejection of its Bid. |
|           | 25.1 | To assist in the examination, evaluation, comparison and post-qualification of the Bids, Odisha Renewable Energy Development Agency may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by Odisha Renewable Energy Development Agency shall not be considered. Odisha Renewable Energy Development Agency request for clarification and the response shall be in writing. |
|           | 26.1 | Odisha Renewable Energy Development Agency’s determination of the responsiveness of a Techno-Commercial Proposal is to be based on the contents of the Techno-Commercial Proposal itself. |
|           | 26.2 | A substantially responsive Techno-Commercial Proposal is one that conforms to all the terms, conditions, and specifications of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:  
|           |           | a) affects in any substantial way the scope, quality, or performance of the Services specified in the Contract; or  
|           |           | b) limits or is inconsistent in any substantial way, with the Bidding Document, Odisha Renewable Energy Development Agency’s rights or the Bidder’s obligations under the Contract; or  
|           |           | c) if not rectified would unfairly affect the competitive position of
other Bidders presenting substantially responsive Techno-Commercial Proposals

26.3 If a Techno-Commercial Proposal is not substantially responsive to the Bidding Document, it shall be rejected by Odisha Renewable Energy Development Agency and shall not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

26.4 The bidders may submit bid with Non-material deviations (which means only those deviations that do not qualify as material deviations as defined in Clause-26.2). Such deviations will be checked and considered. If the deviations proposed are found material in nature, OREDA reserves the right to reject such bids. OREDA may also ask bidders for clarifications on such deviations during the evaluation.

27. Non-conformities, errors and omissions

27.1 Provided that a Techno-Commercial Proposal is substantially responsive, Odisha Renewable Energy Development Agency may waive any non-conformity or omission in the Bid that does not constitute a material deviation.

27.2 Provided that a Techno-Commercial Proposal is substantially responsive, Odisha Renewable Energy Development Agency may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial, nonconformities or omissions in the Techno-Commercial Proposal related to documentation requirements. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

27.3 Provided that the Techno-Commercial Proposal is substantially responsive, Odisha Renewable Energy Development Agency will correct arithmetical errors during evaluation of Price Proposals on the following basis:
   a) if there is a discrepancy between words and figures, the amount in words shall prevail. However, where the amount expressed in words is related to an arithmetic error, the amount in figures shall prevail. Except as provided in sub- clauses (a) herein above, Odisha Renewable Energy Development Agency shall reject the Price Proposal if the same contains any other computational or arithmetic discrepancy or error.

27.4 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited.

28. Preliminary Examination of Bids

28.1 Odisha Renewable Energy Development Agency shall examine the Techno-Commercial Proposal to confirm that all documents and Techno-Commercial documentation requested in ITB Sub-Clause 10.3 have been provided, and to determine the completeness of each document submitted.

28.2 Odisha Renewable Energy Development Agency shall confirm that the Techno-Commercial Proposal Submission Sheet in accordance with ITB Sub-Clause-11.1, written confirmation of authorization to commit the Bidder and Bid Security, have been provided in the Techno-Commercial Proposal. If any of these documents or information is missing, the offer shall be rejected.

29. Examination of

29.1 Odisha Renewable Energy Development Agency shall examine the Bids
<table>
<thead>
<tr>
<th>Terms and conditions; Techno-Commercial Evaluation.</th>
<th>to confirm that all terms and conditions specified in the GCC have been accepted by the Bidder without any material deviation or reservation.</th>
</tr>
</thead>
<tbody>
<tr>
<td>29.2</td>
<td>Odisha Renewable Energy Development Agency shall evaluate the Techno-Commercial aspects of the Bid submitted to confirm that all requirements specified in the <strong>Qualifying requirement at Section-IV</strong>, of the Bidding Document have been met without any material deviation or reservation.</td>
</tr>
<tr>
<td>29.3</td>
<td>If, after the examination of the terms and conditions and the Techno-Commercial evaluation, Odisha Renewable Energy Development Agency determines that the Techno-Commercial Proposal is not substantially responsive in accordance with <strong>ITB Clause-26</strong>, it shall reject the Bid.</td>
</tr>
<tr>
<td>30. Evaluation of Bids</td>
<td>30.1 OREDA shall evaluate Price Proposals of those Bids for which the Techno-Commercial Proposals have been determined to be substantially responsive.</td>
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<tr>
<td></td>
<td>30.2 To evaluate a Price Proposal, Odisha Renewable Energy Development Agency shall use all the criteria defined in <strong>Section-IV (Eligibility Criteria)</strong> and methodologies defined in <strong>Section-VI (Bid evaluation methodology)</strong>. No other criteria or methodology shall be adopted.</td>
</tr>
<tr>
<td></td>
<td>30.3 To evaluate a Price Proposal, Odisha Renewable Energy Development Agency shall consider the following: a.) The rate quoted for the assignment in Price Proposal in <strong>Form-P-2</strong> including taxes and duties, overheads, out of pocket expenses, travel, boarding, lodging, visits and discount etc. except service tax. b) Service Tax shall not be considered for the purpose of evaluation.</td>
</tr>
<tr>
<td>31. Comparison of Bids</td>
<td>31.1 Odisha Renewable Energy Development Agency shall compare all substantially responsive bids to determine the highest ranked bid, in accordance with <strong>Section-VI (Bid evaluation methodology)</strong>.</td>
</tr>
<tr>
<td>32. Clarification before Comparison of Bids</td>
<td>32.1 The comparison shall be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder, and for validation of the qualification, clarifications, if any, shall be sought for prior to the comparison of bids.</td>
</tr>
<tr>
<td>33. Odisha Renewable Energy Development Agency’s Right to Accept Any Bid, and to Reject Any or All Bids</td>
<td>33.1 Odisha Renewable Energy Development Agency reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without assigning any reason and without incurring any liability.</td>
</tr>
<tr>
<td>b.) Award of Contract</td>
<td>34.1 Odisha Renewable Energy Development Agency shall award the Contract to the Bidder whose offer has been determined to be the highest ranked evaluated Bid and is substantially responsive to the Bidding Document, provided that such Bidder continues to remain qualified to perform the Contract satisfactorily.</td>
</tr>
<tr>
<td>34. Award Criteria</td>
<td>34.2 A Bid shall be rejected if the qualification criteria as specified in <strong>Section-IV</strong> and Evaluation Criteria in <strong>Section-VI</strong> are no longer met by the Bidder whose offer has been determined to be the highest ranked evaluated Bid. In this event OREDA.</td>
</tr>
</tbody>
</table>
shall proceed to the next highest ranked evaluated Bid to make a similar reassessment of that Bidder’s capabilities to perform satisfactorily.

<table>
<thead>
<tr>
<th>35. Odisha Renewable Energy Development Agency’s Right to change the deliverables defined under scope of Work</th>
</tr>
</thead>
<tbody>
<tr>
<td>35.1 During the execution of contract, Odisha Renewable Energy Development Agency reserves the right to modify the scope and deliverables in lieu of the scope of work &amp; deliverables defined under the RfP/ LOA. However, for any modification or addition of new scope, which is beyond the original scope, the same shall be decided mutually.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>36. Notification of Award</th>
</tr>
</thead>
<tbody>
<tr>
<td>36.1 Prior to the expiration of the period of bid validity, Odisha Renewable Energy Development Agency shall issue Letter of Award (LOA) to the successful Bidder, in writing, that its Bid has been accepted.</td>
</tr>
</tbody>
</table>

| 36.2 Until a formal Contract is prepared and executed, the Letter of Award shall constitute a binding Contract. |

| 36.3 Within 07 days of LOA, the Consultant Firm/ Agency shall sign, date, and return the LOA copy to the Odisha Renewable Energy Development Agency as acknowledgement. |

<table>
<thead>
<tr>
<th>37. Signing of the Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>37.1 Within 30 days from the date of issue of LOA, the successful Consultant firm/ Agency shall sign the contract Agreement with OREDA in non-judicial stamp paper and send it to OREDA.</td>
</tr>
</tbody>
</table>

| 37.2 Failure to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event OREDA may award the Contract to the next highest ranked evaluated Bidder at the price quoted by the highest ranked evaluated bidder, whose offer is substantially responsive and is determined by OREDA to be qualified to perform the Contract satisfactorily at the discretion of OREDA authority. |

<table>
<thead>
<tr>
<th>38. Contract Performance Bank Guarantee</th>
</tr>
</thead>
<tbody>
<tr>
<td>38.1 Within 20 days of the issue of Letter of Award from Odisha Renewable Energy Development Agency, the successful Bidder shall furnish the Contract Performance Bank Guarantee in accordance with the GCC, using the Contract Performance Bank Guarantee Form enclosed in Section-IX(Contract Forms).</td>
</tr>
</tbody>
</table>

| 38.2 Failure of the successful Bidder to submit the above-mentioned Contract Performance Bank Guarantee shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event Odisha Renewable Energy Development Agency may award the Contract to the next highest ranked evaluated Bidder at their quoted price, whose offer is substantially responsive and is determined by OREDA to be qualified to perform the Contract satisfactorily |

<table>
<thead>
<tr>
<th>39. Working Environment</th>
</tr>
</thead>
<tbody>
<tr>
<td>39.1 It will be imperative on each bidder to fully inform himself of all local working environments which may have any effect on the execution of the works covered under these documents and specifications. OREDA shall not entertain any request for clarifications from the bidders, regarding such working environment. It must be understood and agreed that such factors have properly been investigated and considered while submitting the proposals. Neither any change in the time schedule of the contract nor any financial adjustments</td>
</tr>
<tr>
<td>40. Disclaimer</td>
</tr>
</tbody>
</table>
**Section III**  
**Bid Data Sheet**

<table>
<thead>
<tr>
<th>01</th>
<th>RFP Identification No:</th>
</tr>
</thead>
<tbody>
<tr>
<td>02</td>
<td>NIT No.:</td>
</tr>
<tr>
<td>03</td>
<td>Purpose: “Engagement of Consulting Firm to Conduct Computer Based Test (CBT) for Recruitment/Selection Purposes” as per Scope of Work at Section-V.</td>
</tr>
<tr>
<td>04</td>
<td>Address of the Owner:</td>
</tr>
<tr>
<td></td>
<td>Chief Executive,</td>
</tr>
<tr>
<td></td>
<td>Odisha Renewable Energy Development Agency, Shed-59, Mancheswar Industrial Estate, Bhubaneswar-751010</td>
</tr>
<tr>
<td>05</td>
<td>Availability of Bid Document in Website:</td>
</tr>
<tr>
<td></td>
<td>From: 08.03.2019 from 11:00 AM To: 30.03.2019 up to 11:00 AM</td>
</tr>
<tr>
<td>06</td>
<td>Date, Time &amp; Venue of the Pre-Bid Conference:</td>
</tr>
<tr>
<td></td>
<td>Date: 14.03.2019</td>
</tr>
<tr>
<td></td>
<td>Time: 11:30 AM</td>
</tr>
<tr>
<td></td>
<td>Venue: CONFERENCE HALL,</td>
</tr>
<tr>
<td></td>
<td>Odisha Renewable Energy Development Agency, Shed-59, Mancheswar Industrial Estate, Bhubaneswar-751010</td>
</tr>
<tr>
<td>07</td>
<td>Last date &amp; Time of Submission of the Bid: Date: 30.03.2019 up to 1.00 PM</td>
</tr>
<tr>
<td>08</td>
<td>Due date , Time &amp; Place of opening of the Techno commercial Bid:</td>
</tr>
<tr>
<td></td>
<td>Date: 30.03.2019 Time: 3:00 PM.</td>
</tr>
<tr>
<td></td>
<td>Place: CONFERENCE HALL,</td>
</tr>
<tr>
<td></td>
<td>Odisha Renewable Energy Development Agency, Shed-59, Mancheswar Industrial Estate, Bhubaneswar-751010</td>
</tr>
<tr>
<td>09</td>
<td>Cost of the Bid Document:</td>
</tr>
<tr>
<td></td>
<td>Rs.6,000.00 (Rupees Six Thousand) Only Plus GST @5% to be submitted in shape of Demand Draft issued in favour of Odisha Renewable Energy Development Agency, payable at Bhubaneswar.</td>
</tr>
<tr>
<td></td>
<td><strong>Note:</strong> Bidders are required to submit the DD along with the Techno-Commercial Bid.</td>
</tr>
<tr>
<td>10</td>
<td>Bid Security(EMD): Bid Security (EMD) in form of Demand Draft for an amount of Rs.2,50,000/- (Rupees Two Lakh Fifty Thousand) only in favour of Chief Executive, Odisha Renewable Energy Development Agency, S-59, Mancheswar Industrial Estate Bhubaneswar-10 payable at Bhubaneswar only issued by a Schedule Bank.</td>
</tr>
<tr>
<td>11</td>
<td>Period of Contract: Three years from the date of LOA. However, the said contract shall be reviewed every year on the basis of performance of the bidder which includes maintaining of the time schedule, secrecy, accuracy, co-ordination, cost saving approach to the OREDA,etc.</td>
</tr>
<tr>
<td>12</td>
<td>Bidding Methodology &amp; Evaluation: Single Stage Two Part Basis. QCBS Methodology: (70:30) Techno-Commercial Proposal 70% and Price Proposal-30%.</td>
</tr>
<tr>
<td>13</td>
<td>Techno-commercial Proposal: To be submitted as per the format prescribed in Section-VIII along with the supporting documents.</td>
</tr>
<tr>
<td>14</td>
<td>Price Proposal:</td>
</tr>
<tr>
<td></td>
<td>To be submitted as per the format prescribed in Section-VIII (Form: P-1 &amp; From-P-2).</td>
</tr>
<tr>
<td>15</td>
<td>Price Validity: The bids should remain valid for 180 days from the last date of submission of the bids.</td>
</tr>
<tr>
<td>16</td>
<td>Price Basis: The firm price quoted should be in the Price schedule format enclosed in Form P-2. Consultancy Fee shall be inclusive of all expenses, overheads, taxes &amp; duties but exclusive of Service Tax. However, service tax shall be reimbursed on submission of documentary evidence and TDS as applicable shall be deducted from the Invoice while releasing the Payment.</td>
</tr>
<tr>
<td>17</td>
<td>Contract Performance Bank Guarantee (CPBG): The successful Bidder shall furnish the CPBG for Rs.10 Lakhs (Rupees 10 Lakhs) only within 30 days of the issue of LOA in accordance with the GCC and in the prescribed format enclosed in Section-IX (Contract Forms).</td>
</tr>
<tr>
<td>18</td>
<td>Signing of the Contract Agreement: The successful bidder shall sign the Contract Agreement within 30 days from the date of issue of LOA.</td>
</tr>
</tbody>
</table>
### Section-IV

**Eligibility Criteria**

The eligibility criteria for a consulting firm to bid for this tender are as follows:

<table>
<thead>
<tr>
<th>No.</th>
<th>Eligible Bidders</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>The Consultant Firm/ Agency, who meets the following qualifying requirement, shall be eligible for this tender;</td>
</tr>
<tr>
<td></td>
<td>i. The bidder shall be an Indian Company/ firm of a very high repute registered in India and shall be in operation for at least 05 years from the date of its incorporation.</td>
</tr>
<tr>
<td></td>
<td>ii. The bidder must have successfully handled and completed end to end recruitment/selection process employing Computer Based Test (CBT) for Departments of Central Government, State Government/ PSUs/ Public Sector Banks/ Academic Institution of National Repute during last 5 (five) Financial Years ending 31.03.2019. The consultant firm/ agency should submit the details of such assignments undertaken as per the format specified in FORM(F-3)</td>
</tr>
<tr>
<td></td>
<td>iii. Out of end to end recruitment process employing Computer Based Test (CBT) mentioned at (ii) above, at least two should have been completed in at least two of above organisations in one of which the number of applicants handled should have been at least 10000 and the number of venues at least 5.</td>
</tr>
<tr>
<td></td>
<td>iv. The bidder must have its own developed software which can be customized as per the requirements of OREDA.</td>
</tr>
<tr>
<td></td>
<td>v. The bidder must have ISO-27001 certification.</td>
</tr>
<tr>
<td></td>
<td>vi. Average annual turnover for last three years i.e. 2015-2016, 2016-2017 and 2017-2018 from the business of conducting end to end recruitment process should not be less than Rs.1 crore.</td>
</tr>
<tr>
<td></td>
<td>vii. The bidder or any of its director/s or partner/s should neither be convicted by any court of law nor any criminal case be pending against such concern before court of law. The bidder shall never have been blacklisted / barred / disqualified by any Government concern / regulator / statutory body. An undertaking to this effect should be furnished in the Proforma as indicated in FORM(F-7)</td>
</tr>
<tr>
<td></td>
<td>viii. The bidders shall possess the registration/ certificate/ license/permit as required under relevant statutes viz: PAN, Service Tax, PF, ESIC, GSTIN, TAN, etc as applicable to them</td>
</tr>
<tr>
<td></td>
<td>ix. The bidder shall submit Audited Annual Accounts for last three financial years and the certified copy of the Average Annual Turnover relating to consultancy business of conducting end to end recruitment process based on the Audited Accounts duly certified by the Charted Accountant in FORM(F-4). Besides, the bidder shall submit the Bio-Data of Key Personnel in FORM(F-2).</td>
</tr>
</tbody>
</table>
Section-V

1. Scope of Work:
   The scope of work of the consultant/ agency broadly covers assisting in designing Recruitment Advertisement, developing and customizing of online applications system, hiring & maintenance of online server, arrangement for downloading of filled application form with computer generated registration number, sending e-mail and SMS to the candidates regarding date & venue for Online Test etc, arrangement for downloading call letters for online test, consolidation of application data / exam fee, roll number generation, venue booking, deputing officials and co-coordinators to the venues decided for test, preparing developing and finalizing of result of written test.

   The scope described above is indicative in nature. However, the consultant has to provide the key deliverables and support services necessary for fulfilling the very objective of the assignment.

   Broadly the assignment covers:
   i. Assistance in Designing Recruitment Advertisement.
   ii. Hosting of application software for applying on line and online fee collection.
   iii. Communication to the candidates. (System-generated automated response and/or query-specific response)
   iv. Venue allotment to the candidates.
   v. Admit card generation.
   vi. Preparation of Test Materials.
   vii. Designing and development of Question papers.
   ix. Preparation of select list.
   x. Preservation of Data.

   (a) Handing over final selection list.
   (b) Reservation of data, test materials.

Detail Scope of Work:

1. ASSISTING & DESIGNING ADVERTISEMENTS:

   OREDA shall publish short recruitment advertisements in the name of OREDA in English and / or Odia Newspapers. The cost of advertisement shall be borne by the OREDA. The detail advertisement shall be placed by OREDA on its official web site. The bidder shall give suggestions while preparing detailed advertisement to be placed on OREDA’s website in response to which the candidates need to apply on line.
2. **ON LINE APPLICATION SYSTEM:**

   i. The bidder shall host application software on a suitable Server System and provide the URL link on OREDA’s official web site for applying on line.

   ii. The bidder shall hire the secured server services for data collection, hosting etc. along with requisite software licenses for the recruitment assignment.

   iii. Online hosting/display of recruitment advertisement, instruction, and other information related to examination, from time to time.

   iv. The bidder shall design, develop, customize and host the format of on line application as per the need of the OREDA from time to time for different online tests.

   v. Hosting of online demo examination/ mock test with sample questions.

   vi. Online registration 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) . Candidates Validation and screening at the time of registration, as per rules and requirement specified.

   vii. Online fee collection through Debit/ Credit Card, Net-banking etc.

   viii. Off-line fee collection through Bank Challan. (Challan form should be downloaded)

   vi. The bidder shall provide user Id and Password to the authorised representative of OREDA to access the applications on line.

   vii. On successful submission of online application by the candidate, a unique registration number and password of the candidate is required to be auto generated by the portal. The registration number will be the key number for candidates for any type of future correspondence/queries.

   viii. It shall be the responsibility of the bidder to provide helpline number and / or e-mail ID for resolving the queries / difficulties occurring while applying online. Bidder shall resolve all user on daily basis within 24 hours at maximum.
3. **Scrutiny, Validation and Communication:**

   i. The selected bidder shall host the OREDA’s business application solution and data on a secured Data Center complying with ISO 27001 Standards. The bidder shall furnish valid certifications to that extent for verification as on the last date of submission of the bid such that it covers the contract period. OREDA shall have right to get the Bidder’s Data Center audited by independent 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 bidder shall make any changes to satisfactorily meet any observations / flaws that may arise from any such test / audit.

   The Bidder shall restrict system and data access to its designated personnel and / or OREDA officers only.

   ii. The bidder shall have to verify and validate through system the receipt of application fee and registration of the candidate.

   iii. Besides this, bidder shall devise solution to an automated response through email 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 OREDA 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 OREDA created for this purpose for record and future reference.

   iv. The bidder 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 OREDA. The reports/views as part of the MIS shall be finalised on mutual consent.

4. **Venue Selection and Management :**

   i. The venues shall be decided mutually by OREDA and the successful bidder which will be convenient to the candidates. Generally, exam centre will be at six major cities of Odisha viz. Bhubaneswar, Cuttack, Berhampur, Balasore, Sambalpur, Jeypore (centres are indicative only)

   ii. Selection of the examination venue / centers preferably be “well reputed Institutes” having experience of conducting CBT for PSUs / Central and / or State Government bodies, Leading Public Sector Banks, etc.
iii. Arrangement for cleanliness of each venue and availability of necessary amenities viz: table, chair, lighting, fans / air coolers in each classroom, drinking water, toilets, first aid box, etc at each of the venue, distance from the railway station/ bus stand, locality of the venue should be checked before deciding the venue.

vi. The successful bidder shall have to provide details of all the identified venues in a prescribed format showing status of all amenities as specified above to the OREDA along with details of it’s addresses.

vii. The successful bidder shall provide list of their Official(s) to OREDA who will be overall in-charge for conducting test, venue booking. Sufficient staff consisting of invigilator, supervisor, co-ordinator, panel member etc., for smooth conduct of Test shall be provided by the bidder at each venue.

viii. The security of test material and smooth conduct of examination is the sole responsibility of the bidder.

ix. The OREDA shall depute their officials at each venue / centre to ensure the test is going on properly. These officials shall have powers to interfere if there is any irregularity and/or malpractice observed during the process of conduct of test.

5. Roll Number Generation / Admit Card and Venue allotment:

i. Roll number will be auto generated for all successfully registered candidates after dropping and eliminating duplicate / multiple entries, wrong and faulty entries. The bidder shall exercise due check, care and caution to ensure successful registration of candidates, who fulfill the prescribed eligibility criteria. The bidder shall be solely responsible for any act of omission and/or commission.

ii. The generation of Roll No. will be in serial order with customized code suffixed to indicate post, category etc..

iii. The seating arrangement for physically handicapped persons for online exam should be done at ground floor only.

iv. The seating arrangement should be done in such a way that, in any case there should not be close seating of candidates.
v. After venue allotment, the successful bidder shall send an email and SMS to all successfully registered candidates informing them the address of Center, Date and time of test/examination and directing them to download the call letters and information hand out from the OREDA’s website.

vi. The successful bidder provide link for downloading Call Letters for online Test.

vii. The bidder shall have to provide e-mail ID of helpdesk for resolving the difficulties arising while downloading the call letter.

viii. The successful bidder shall provide necessary decentralized shared services to enable/facilitate the applicants (in case of ITI and Diploma holder candidates) for online registration.

ix. The successful bidder shall also require to prepare other related reports as per the requirement of OREDA.

6. Preparation of Test Material:

Bidder shall prepare standard test procedure and test material, in consultation with the OREDA, 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.

**Test Manual:** The Test Manual shall contain guidelines for all team members of the successful bidder who will be responsible for the execution of the test. This manual will be used by each team member thoroughly to align them with the test procedure and follow the guidelines as mentioned in it conscientiously for efficient administration of the test.

The manual shall cover the roles and responsibilities of various team members of the bidder who will be involved in conducting test, their duty chart, disparity report, venue wise candidate count report, etc.
**List of candidates:** The successful bidder will have to provide alphabetical list, roll number wise list and room wise list of candidates appearing at each venue. This list will also require to be displayed prominently at the test venue by the bidder. Summary of the candidates allocated for each venue in different discipline/ category and some general information.

**Attendance Sheet:** The successful bidder 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.

7. **Designing & Development of Question paper:**

The experts team of OREDA will decide the syllabus & numbers of question per section, its difficulty level, and how many question are to be selected from a particular chapter.

The agency should capture the required details as specified by OREDA and prepare a question bank chosen by subject specialists selected by OREDA. The candidates should have the flexibility to navigate among the questions. System should present only unanswered questions on demand for quick answering.

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-encrypted at the local server using the password only 30 minutes before the start of the examination.

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.

Digital clock and photograph of the candidate should be displayed at the right corner of the displayed unit.

8. **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 OREDA.

(b) Conduct of Online Test:-

i. **Examination Stage Activities:-**

   a) Manual attendance sheet with photo, thumb impression and signature.

   b) Capturing of Bio-metric data before attempting the CBT. This data will utilize to authenticate the candidate at the time of verification/joining.

   c) Conducting Branch discipline-specific (Engineering/Non-Engineering), multiple-choice online examination in different cities across the State.

   d) At least 10% Buffer nodes to be available at each center of examination so that a candidate does not have any loss of time, in case of any problem.

   e) System generated random seat arrangement such that no two candidate side by side have same set of paper.

   f) Randomized question in each set, for each discipline.

   g) Record of candidates responses, audit trail etc. in pre-determined way.

   h) Secured data transmission between exam centers and central server. Provision of primary and secondary server at each center.

   i) Event record of question paper loading at central server, encrypted paper downloading at centre server, de-encryption time, password entry time and data transmission time from centre to main central server, is to be provided city-wise and center-wise.

   j) The candidate can only login 15minutes 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.

   k) Facility for navigation among the questions.
l) Digital clock and photograph of the candidate should be displayed at the right corner of the display unit.

m) Duplicate printout of candidate’s response only, after the examination. A copy of the response will be retained by the candidate and second copy to handover by the candidate, invigilator and agency representative and handover the same duly sealed in the presence of the representative of OREDA.

n) To address the queries of candidates regarding system operation.

o) Examination proctoring (i.e. invigilating).

p) Minimum manpower deployment at each examination centre must be as per following requirement:

Each Exam Centre of capacity of 100+10 buffer should have the minimum following personnel’s to be deployed by the agency:

- Test Centre Administrator: 1(one) for each centre
- IT Manager: 1(one) for each 250 candidates.
- Invigilators: 1(one) per 30 systems or per lab.
- Support Staff: 1(one) per 100 candidates.
- Security Guards: 2(two) per 100 students.
- Peons: 2(two) per 100 students.

Above requirement should be increased proportionately on the basis of candidates to that centre.

ii. Other Technical Specifications:

a) The Service Provider 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 Service Provider 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 few hours before the test.

f) The examination software should allow for monitoring and supervision of Test Center activities at designated offices.

g) The examination software should be capable of generating the raw scores within 24 hours of providing the answer keys.
iii. Post Examination Stage Activities:-

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, OREDA 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 OREDA.

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.

9. Preparation of select list –

i. A main merit list shall be drawn based on the inter-se merit. After that the category wise select list in order of merit is required to be drawn taking into account vacancies advertised for each section.

ii. While drawing the select list of Unreserved category, the reserved category candidates who are coming in the merit i.e. above the cut off marks of the General category candidates are to be treated as selected on merit against Un Reserved Category.

iii. While drawing select list for reserved category, the candidates who came in the Open merit list are to be excluded from the list of reserved category.

iv. Scheduled Castes & Scheduled Tribes candidates in accordance with provisions of the Odisha Reservation of the vacancies in Post and Services (for Scheduled Castes & Scheduled Tribes) Act, 1975 and the rules made their under.

v. The candidates belonging to Socially and Educationally Backward Classes shall be made in accordance with the provisions of the Odisha Reservation of Post & Services (for Socially and Educationally Backward Classes) Act, 2008.

vi. Women, Sportsmen, Ex-servicemen and Persons with Disabilities shall be made in accordance with the provisions made under such rules, orders or instructions issued in this behalf by the Govt. from time to time.

vii. Agency shall follow the instruction of OREDA in this respect issued from time to time.

viii. After processing the result as stated above, the same may be handed over in the form of Hard copy and Soft copy in a sealed cover preferably within 7 working days of completion of On line Test process completed so as to declare the result on OREDA’s website immediately.
10. **Call list for Interview / Skill Test** –
   The interview panels will be chosen by OREDA. The agency will provide
   1. Intimation.
   2. Venue for the Interview / Skill Test.
   3. Ensure arrangement at the respective Venues / Centers for proper conduct of the Skill test in discussion with OREDA.
   4. Consolidate the final merit list as categories which would be combined score of weightage to be given to CBDT and interview / skill test (weightage to be decided by OREDA).

11. **Data analysis:**
   Analysis of the data in respect of candidates may be carried out at any stage i.e. at the time of Online Test, final selection, etc. on various criteria i.e. horizontal reservation, category wise reservation, etc. as per the need of OREDA.

   **(a) The following documents are to be handed over along with final select list:**
   
   i) Summary Assessment sheets duly signed by the agency.
   
   ii) Applications of the finally selected / merit listed and waiting list candidates duly linked with the documents / testimonials submitted by the candidates.
   
   iii) A consolidated assessment sheet for each post.
   
   iv) The post wise assessment sheet of all the candidates.
   
   v) Separate list showing main select list, waiting list, combined select list, category wise select list, remaining candidates list etc. duly signed.
   
   vi) All the data in electronic form i.e. C.Ds/ Pen drive etc.
   
   vii) Any information/data requested by OREDA.

   **(b) Preservation of Data, Test Material:**
   The bidder should arrange for safe storage of all material including Question Paper as well as proof of sending the email, SMS etc., of all candidates till two years after the completion of the process therein. Thereafter, bidder should arrange for secure disposal/ destruction of the same in consultation with OREDA.
   
   i. All documents related to candidates will have to be arranged by the bidder in accordance with the posts advertised and shall be packed properly in the cartons & handed over to OREDA.
   
   ii. All other test reports should also be properly packed in cartons & stored in venue wise lots at a secure premise till a suitable disposal is ordered by the OREDA.
   
   iii. All the reports, documents shall be electronically (scanned, etc) stored by the bidder and to be handed over to OREDA in hard and soft copy.
iv. The Agency shall ensure that records/documents pertaining to the recruitment process is accessible to OREDA, its representative and its authorized auditors at the option of OREDA. The Agency shall cooperate fully in providing the OREDA or its representatives answers to such enquiries as may be made about the whole process of recruitment.

2. Time Schedule

Every recruitment project / end to end recruitment process shall be completed within a maximum period of 100 days from the issue of Advertisement in newspapers for which an activity wise time schedule would be prepared and submitted to OREDA, before commencement of work.

3. Reviews

Reviews shall be held at least once in a week between the OREDA and bidder to
a) Assess progress of each milestone.

d) Check on adherence to timetables
e) Set-up agenda and check list for next week review

4. Role of the OREDA:

a. Checking the Quality of Service (QOS) provided by the bidder.

b. Facilitating the bidder during the course of the project / end to end recruitment process for providing necessary information and support.

c. OREDA reserves the right to inspect the accounts and records of the bidder relating to the performance of the contract and to have them audited by auditors appointed by OREDA.

5. Legal Dispute

In case of litigation in connection with the selection process and if bidder will be made a party to it, the OREDA will assist bidder in all legal matters and bear the expenditure incurred therein.

6. Payment Terms:

Consultancy Fee: Different assignments shall be handled under the contract during the course of contract period of three years. The consultancy fee for the respective assignment (Number of eligible candidates X rate per eligible candidate) at the rate per eligible candidate as per the price proposal later agreed to in the LOA shall be paid separately as per the payment terms mentioned below. The Consultancy Fee shall be inclusive of all expenses, overheads, taxes & duties but exclusive of Service Tax. However, service tax shall be reimbursed on submission of documentary evidence and TDS as applicable shall be deducted from the Invoice while releasing the Payment.

i. Recoverable Mobilization Advance of 10% of consultancy fee calculated tentatively based on number of applications expected carrying simple interest of 10% p.a against submission of Bank Guarantee of equivalent from a scheduled bank in favour of OREDA and en-cashable in any Bhubaneswar
branch of issuing bank. The mobilization advance so paid shall be recovered progressively from the subsequent payments. The Bank Guarantee against Mobilization Advance shall remain valid for 180 days initially which shall be extended incase the process of recruitment gets delayed.

ii. 20% of the consultancy fee on successful registration of the candidates, issue & dispatch of Admit Cards by e-mail registered by the candidates (after providing documentary evidence to OREDA).

iii. 30% of consultancy fee on completion of On line Test & publication of Marks.

iv. 50% of consultancy fee on publication of Final Result. Process of payment will be started only after declaration of result by OREDA and completion of assignment and after receipt of the relevant documents/ reports from bidder. 10% of the Mobilization Advance will be recovered at this stage.

Note:

a. Service Tax shall be reimbursed against submission of documentary evidence. TDS as applicable shall be deducted from the invoice while releasing the payment. Liquidated damage as applicable shall also be levied as per the clause. In case of any shortcoming in deliverables/ services the payment shall be made proportionately.

b. OREDA will not pay any license fee during the contract period for the usage of developed/ deployed application software, data base software, system software and such other software that may be needed for deployment for smooth conductance of CBTs.

7. **Deliverables:**

A tentative schedule of the activities is given below. However, there may be variations in the schedule.

<table>
<thead>
<tr>
<th>Sl.no</th>
<th>Activity</th>
<th>Time Line</th>
<th>Responsibility</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Initiation of the process and 1st meeting</td>
<td>Within One week of Acceptance of Work Order</td>
<td>Agency &amp; OREDA</td>
</tr>
<tr>
<td>2.</td>
<td>Demo of the Application Software</td>
<td>Within one week of First Meeting</td>
<td>Agency</td>
</tr>
<tr>
<td>3.</td>
<td>Demo of the Final Software</td>
<td>Within One Week of 1st Demo</td>
<td>Agency</td>
</tr>
<tr>
<td>4.</td>
<td>Finalization of Designing the Recruitment Advertisement</td>
<td>Within Five days of the draft Advertisement submitted by OREDA</td>
<td>Agency &amp; OREDA</td>
</tr>
<tr>
<td>5.</td>
<td>Issue of Advertisement</td>
<td>After Approval of the Authority</td>
<td>OREDA</td>
</tr>
<tr>
<td>6.</td>
<td>Call Centre Support</td>
<td>From the date of Issue of Advertisement</td>
<td>Agency</td>
</tr>
<tr>
<td>7.</td>
<td>Activation of Software for On line Submission of Application</td>
<td>Within 3 days of issue of Advertisement</td>
<td>Agency</td>
</tr>
<tr>
<td></td>
<td>Activity Description</td>
<td>Time Frame</td>
<td>Responsible Party</td>
</tr>
<tr>
<td>---</td>
<td>--------------------------------------------------------------------------------------</td>
<td>--------------------------------------</td>
<td>-----------------------------</td>
</tr>
<tr>
<td>8.</td>
<td>Tentative list of Centres with no of nodes</td>
<td>Within One week of issue of Advertisement</td>
<td>Agency</td>
</tr>
<tr>
<td>9.</td>
<td>Auditing and Vetting of test centers</td>
<td>Within 15 days from the date of Advertisement</td>
<td>Agency &amp; OREDA</td>
</tr>
<tr>
<td>10.</td>
<td>Finalisation of Test Centres</td>
<td>Within 20 days from Advertisement</td>
<td>Agency &amp; OREDA</td>
</tr>
<tr>
<td>11.</td>
<td>Submission of Standard Operating Manual (SOM) to OREDA</td>
<td>Within 15 days of Advertisement</td>
<td>Agency</td>
</tr>
<tr>
<td>12.</td>
<td>Vetting and finalization of SOM</td>
<td>Within 20 days of Advertisement</td>
<td>Agency &amp; OREDA</td>
</tr>
<tr>
<td>13.</td>
<td>Testing of vetted test centers as per SOM (e.g. testing of examination software, server capability, network security)</td>
<td>Within 10 days of finalization of SOM</td>
<td>Agency</td>
</tr>
<tr>
<td>14.</td>
<td>Completion of Designing &amp; Development of Question Papers</td>
<td>Before 15 days of the Test</td>
<td>Agency</td>
</tr>
<tr>
<td>15.</td>
<td>Tentative list of Invigilators, TAs etc to OREDA</td>
<td>Within 5 days of closing of Online Application</td>
<td>Agency</td>
</tr>
<tr>
<td>16.</td>
<td>Final list of Invigilators, TAs etc to OREDA</td>
<td>Within 5 days of closing of Online Application</td>
<td>Agency</td>
</tr>
<tr>
<td>17.</td>
<td>Final List of Candidates to OREDA</td>
<td>Within 10 days of Closing of Online Application</td>
<td>Agency</td>
</tr>
<tr>
<td>18.</td>
<td>Issue of On Line Admit Card</td>
<td>Within 15 days of Closing of Online Application</td>
<td>Agency</td>
</tr>
<tr>
<td>19.</td>
<td>On Line Mock Test facility for candidates</td>
<td>Within 5 days of Issue of Admit Card</td>
<td>Agency</td>
</tr>
<tr>
<td>20.</td>
<td>Handing over of Observer List to Agency</td>
<td>Before 5 days of the Exam</td>
<td>OREDA</td>
</tr>
<tr>
<td>21.</td>
<td>Custody of exam centers and security arrangements</td>
<td>Before 2 days of the On Line Exam</td>
<td>Agency</td>
</tr>
<tr>
<td>22.</td>
<td>Review Meeting</td>
<td>Before 5 days of the On Line Exam</td>
<td>Agency &amp; OREDA</td>
</tr>
<tr>
<td>23.</td>
<td>Online Examinations</td>
<td>Within One Month of Closing of the Application</td>
<td>Agency &amp; OREDA</td>
</tr>
<tr>
<td>24.</td>
<td>Handing over of raw data to OREDA</td>
<td>After the end of every Exam</td>
<td>Agency</td>
</tr>
<tr>
<td>25.</td>
<td>Preparation of Select List</td>
<td>Within five days of the Test</td>
<td>Agency</td>
</tr>
<tr>
<td>26.</td>
<td>Handing over of final data and other examination related documents</td>
<td>Within 5 days of the On Line Exam</td>
<td>Agency</td>
</tr>
</tbody>
</table>
Section-VI:
Bid Evaluation Methodology
(QCBS methodology)

The evaluation of the Bid shall be carried out based on the QCBS Methodology (70:30) in the following steps;

a. The evaluation of eligibility criteria as mentioned at Section-IV.
b. The evaluation of Techno-commercial Proposals of eligible bidders at (a.) above.
c. The evaluation of price proposal of the techno-commercially qualified bidders at (b.) above.
d. For final evaluation, the weight of the Techno-commercial Proposal is set to 70% and Price Proposal is set to 30%.

The Techno-commercial proposal evaluation criteria of eligible bidders are set out below:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description</th>
<th>Score calculation</th>
<th>Max** Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>(a)Manpower on-roll dedicated and trained for managing end to end CBT examination process. (persons involved in development of software at agency’s office should not be counted) Note:-Documentary evidence required. (b) Self Certificate from authorized signatory of the bidder in respect of at least 20 in house technical personnel to develop and maintain software and operational data used to conduct the CBTs for OREDA. Self-Certified bio-data of the 20 in-house technical personnel shall be attached with the bid.</td>
<td>(a) Minimum 50 persons – 05 marks (b) Minimum 20 in-house technical personnel – 05 marks</td>
<td>10</td>
</tr>
<tr>
<td>2</td>
<td>Experience in handling end to end CBT mode recruitment examination as on 31.03.2014</td>
<td>More than 05 years : 10 marks Between 3 to 5 years : 05 marks</td>
<td>10</td>
</tr>
<tr>
<td>3</td>
<td>Conducted CBT for Max**Nos of candidates in a day in single exam and single shift for recruitment service is :-(Total number of candidates in all centers)</td>
<td>Between 15001 to 20000 : 15 marks Between 10001 to 15000 : 10 marks Between 5000 to 10000 : 05 marks Below 5000 : No marks</td>
<td>15</td>
</tr>
<tr>
<td>4</td>
<td>Time required to complete end to end process covering at least 5 venues and at least 10000 applicants. (submit activity wise PERT chart. Time to be counted from closing date for registration of application.)</td>
<td>4 months or less : 15 marks More than 4 months less than 5 months: 10 marks More than 5 months : 5 marks</td>
<td>15</td>
</tr>
<tr>
<td>5</td>
<td>Average Turnover of last 3 Years from the recruitment Test/ Assessment business for services only for Govt. /Central Govt. / PSU’s/ Public Sector Bank/ National Institute of repute Note:-Documentary evidence required</td>
<td>Rs 10 Cr and above : 15 marks Rs 5 Cr and above &amp; less than 10 Cr : 10 marks Rs 1 Cr and above &amp; less than Rs 5 Cr. : 5 Marks</td>
<td>15</td>
</tr>
<tr>
<td>6</td>
<td>Copy Right of complete source code of the software proposed to be used for conducting CBTs for OREDA. Self-Certificate from authorized signatory of the Bidder.</td>
<td>05 marks</td>
<td>05</td>
</tr>
</tbody>
</table>
For presentation by the bidders before a designated committee on the methodology and techniques to be adopted by them in conducting the recruitment process. (To give demonstration on a dummy software on CBT)

<table>
<thead>
<tr>
<th></th>
<th>ISO Certification.</th>
<th>ISO 27001: 2005</th>
</tr>
</thead>
<tbody>
<tr>
<td>8</td>
<td>ISO Certification</td>
<td>ISO 9001: 2008</td>
</tr>
<tr>
<td>09</td>
<td>CMMI – 3 or above.</td>
<td></td>
</tr>
</tbody>
</table>

**Note:** The minimum techno-commercial score is 70 Points for consideration of the Price proposal.

**Final evaluations of the Price Proposals are set out as below:**

The price proposal with lowest quoted total price (LP) amongst the Price proposals will be given a financial score of 100 and other Price proposals shall be given financial scores that are inversely proportional to their quoted total prices (QP).

Financial Score of Firm = \(100 \times (\frac{LP}{QP})\)

Where,
LP = Lowest quoted total Price and
QP = Quoted total Price of Firm

The weights given to techno-commercial and Price proposals are 70% and 30% respectively.

The total score \((S)\) shall be, \(S = St \times 0.70 + Sf \times 0.30\).

Where,
S = Total Score
St = Score on Techno-Commercial Proposal
Sf = Score on Price Proposal

Bid with the highest total score \((S)\) shall be considered as highest ranked evaluated bid and the contract shall be awarded to such bidder at their quoted price.
SECTION-VII:  
GENERAL CONDITIONS OF CONTRACT (GCC)

01. Contract Documents

1.1 Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. Contract document covers, RfP document, bidders offer, letter of award, correspondences between the Odisha Renewable Energy Development Agency and consultant.

02. Definition

2.1 “OREDA/Owner” shall mean Odisha Renewable Energy Development Agency, Bhubaneswar and shall include its legal representatives, successors and assigns.

2.2 “ASSIGNMENT” shall mean the consultancy assignment for Engagement of Consulting Firm to Conduct Computer Based Test (CBT) for Recruitment/Selection Purposes for OREDA for a period of three years.

2.3 “RfP” i.e. “Request for Proposal” shall mean document consisting of NIT, ITB, BID Data Sheet, Eligibility Criteria, Scope Of Works, Bid Evaluation Methodology, Bidding Forms and Contract Forms and any amendments there to.

2.4 “Bid” shall mean Techno-Commercial Proposal & Price Proposal in prescribed FORMS submitted in pursuance to RfP document.

2.5 “Bidder” shall mean the Consulting firm/ Agency participating in the bid floated by the Odisha Renewable Energy Development Agency for Engagement of Consulting Firm to Conduct Computer Based Test (CBT) for Recruitment/Selection Purposes for Odisha Renewable Energy Development Agency over a period up to three years and shall include his heirs, legal representatives, successors and permitted assigns.

2.6 “Consulting firm/Consultant/ Agency” shall mean the person who shall be selected and appointed through tender process and shall include such successful Bidder’s legal representatives, successors and permitted assigns.

2.7 “LOA” i.e. “Letter of Award” shall mean the official notice issued by Odisha Renewable Energy Development Agency notifying the Consultant firm that his bid proposal has been accepted and it shall include amendments thereto, if any, issued by OREDA.

2.8 “Month” shall mean the calendar month and “Day” shall mean the calendar day.

2.9 “Contract” shall mean the agreement signed by the Authorised representatives of OREDA and the Selected Consulting firm covering “the GCC, Scope of Works, Techno-Commercial Bid & Price Bid submitted by the Bidder, Correspondences and Letter of Award” including amendments and clarifications thereto, if any, issued by OREDA.

2.10 “Effective Date of the Contract” shall mean the date of issue of Letter of Award for the consultancy assignment under this contract.

2.11 “Contract Period” Three years from the date of LOA. However, the said contract shall be reviewed every year on the basis of performance of the bidder which includes maintaining of the time schedule, secrecy, accuracy, co-ordination & co-operation, cost saving approach to the OREDA, etc.

2.12 “Person” shall mean and include firms, companies, corporations and associations, bodies of individuals, whether incorporated or not.

2.13 “Other Terms & Expression” Terms and expressions not herein defined shall have the same meaning as are assigned to them in the Indian Contract Act (1872) and failing that in the General Clauses Act (1897) including amendments thereof, if any.
| 03. Interpretation | 3.1 | In this Contract unless a contrary intention is evident:  
(a) the clause headings are for convenient reference only and do not form part of this Contract. The headings shall not limit, alter or affect the meaning of this Contract;  
(b) unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;  
(c) unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time;  
(d) a word in the singular includes the plural and a word in the plural includes the singular;  
(e) a word imparting a gender includes other gender;  
(f) a reference to legislation includes legislation repealing, replacing or amending that legislation;  
(g) where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings;  
(h) in the event of an inconsistency between the terms of this Contract and the Bid document and the proposal, the terms of this contract hereof shall prevail. |
| 04. Entire Agreement | 4.1 | The Contract constitutes the entire agreement between the OREDA and the Consultant/ Agency and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract. |
| 05. Amendment | 5.1 | No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto. |
| 06. Non-waiver | 6.1 | Subject to GCC Clauses-28 and 29 below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract. Any waiver of a party’s right, power or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived. |
| 07. Severability | 7.1 | If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract. |
| 08. Language | 8.1 | The Contract as well as all correspondence and documents relating to the Contract exchanged between by the Consultant/ Agency and the OREDA shall be written in English. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.  
8.2 The Consultant shall bear all costs of translation to English and all risks of the accuracy of such translation. |
| 09. Location | 9.2 | The Services shall be performed in Bhubaneswar or at such locations required by OREDA. |
| 10. Effectiveness of Contract | 10.1 | This Contract shall come into force and effect on the date of the OREDA’s Letter of Award of consultancy assignment. |
| 11. Authorized Representatives | 11.1 | Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract, may be taken or executed:
   a) on behalf of the OREDA by ……………………………..or his designated representative;
   b) on behalf of the Consultant/ Agency by …………………… or his designated representative.

| 12. Relation between the Parties | 12.1 | Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the Odisha Renewable Energy Development Agency and the Consultant/ Agency. Consultant/ Agency, under this Contract, shall have complete charge of Personnel performing for the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

| 13. Notices | 13.1 | Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified below at 13.2. The term “in writing” means communicated in written form with proof of receipt.

| 13.2 | Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post, email to such Party at the following address or hosted in Website:

   a. For the OREDA: ………………………………………
      
      Attention: ………………………………………
      
      Postal Address:……………………………………
      
      …………………………………………………
      
      Phone……………….
      Facsimile:………………
      
      Email: …………………………….

   b. For the Consultants: ………………………………………
      
      Attention: ……………………………
      
      Postal Address:……………………………………
      
      …………………………………………………
      
      Phone……………….
      Facsimile:………………
      
      Email: ……………………………

| 13.3 | Notice will be deemed to be effective, when it is delivered to the other party in the normal course of delivery through personal delivery or registered mail, Fax, email or hosted in website.

| 13.4 | A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to this Clause.

<p>| 13.5 | All notices and other communications under this contract must be in writing, and must either be mailed by registered mail with acknowledgement due or hand delivered with proof of it having been received. |</p>
<table>
<thead>
<tr>
<th>13.6</th>
<th>If mailed, all notices will be considered as delivered after 7 days, of the notice having been mailed. If hand delivered, all notices will be considered, when received by the party to whom the notice is meant and sent for.</th>
</tr>
</thead>
<tbody>
<tr>
<td>14. Governing Law</td>
<td>14.1 The Contract shall be governed by and interpreted in accordance with the laws of India. The Courts in Bhubaneswar and High Court of Odisha, Cuttack shall have exclusive jurisdiction with respect of the tendering process, award of contract and execution of contract.</td>
</tr>
<tr>
<td>15. Settlement of Disputes</td>
<td>15.1 OREDA and the Consultant shall make every effort to resolve the dispute amicably by direct informal negotiation.</td>
</tr>
<tr>
<td>15.</td>
<td>If the parties fail to resolve such a dispute or difference by mutual consultation within twenty-eight (28) days from the commencement of such consultation, either party may require that the dispute be referred to CE, OREDA who shall be the sole arbitrator for this purpose. If dispute doesn’t get resolved by CE, OREDA, the same shall be governed by the provisions of arbitration and conciliation Act1996.</td>
</tr>
<tr>
<td>16. Commencement of Services</td>
<td>16.1 The Consultant/ Agency, shall begin carrying out the Services immediately viz. from the date of issue of Letter of Award (the &quot;Starting Date&quot;).</td>
</tr>
<tr>
<td>17. Delivery</td>
<td>17.1 The Delivery of services relating to implementation of the project shall be in accordance with the milestones specified in the Section-V, Scope of Work and acceptance of the services by OREDA.</td>
</tr>
<tr>
<td>17.</td>
<td>The Consultant, in relation to its deliverables, shall provide supporting data or information required by OREDA within the time schedule mentioned vide Section-V of Scope of Work.</td>
</tr>
<tr>
<td>18. Consultant/ Agency’s Responsibilities</td>
<td>18.1 The Consultant/ Agency shall provide the services strictly as per the requirement and within the time frame specified in the Scope of Work as per Section-V.</td>
</tr>
<tr>
<td>18.</td>
<td>The Consultant/ Agency shall bear all costs involved in the performance of its responsibilities, for the scope of the work as per the contract.</td>
</tr>
<tr>
<td>19. OREDA’s Responsibilities</td>
<td>19.1 OREDA may provide on Consultant/ Agency’s request, particulars / information / or documentation as available with them that may be required by the Consultant/ Agency for proper planning and execution of Scope of Work under this contract.</td>
</tr>
<tr>
<td>19.</td>
<td>OREDA shall act as the nodal point for implementation of the contract and for issuing necessary instructions, approvals, payments etc. to the Consultant/ Agency.</td>
</tr>
<tr>
<td>20. Consultancy Fee</td>
<td>20.1 The Consultancy Fee shall be product of Rate per eligible candidates exclusive of taxes mentioned in the price proposal and number of eligible candidates.</td>
</tr>
<tr>
<td>20.</td>
<td>The Consultancy Fee charged by the Consultant/ Agency for the service provided under the Contract shall not vary from the prices quoted by the Consultant/ Agency in its bid except for number of eligible candidates unless otherwise agreed between the consultant/ Agency and OREDA till the completion of the contract.</td>
</tr>
<tr>
<td>21. Terms of Payment</td>
<td>21.1 The Consultancy Fee shall be paid on submission of invoice in triplicate and in the manner specified in the Scope Of Work(Deliverables, Timelines and Payment Terms) at Section-V. No invoice for extra work will be submitted by the Consultant/ Agency.</td>
</tr>
<tr>
<td>21.</td>
<td>The Consultant/ Agency’s request for payment shall be made to OREDA in writing, accompanied by invoices describing Services provided, documents evidencing submission and acceptance of deliverables specified in the Section-V. The Consultant/ Agency shall submit the invoices in triplicate to Odisha Renewable Energy Development Agency.</td>
</tr>
<tr>
<td>Section</td>
<td>Description</td>
</tr>
<tr>
<td>---------</td>
<td>-------------</td>
</tr>
<tr>
<td>21.3</td>
<td>Payments shall be made promptly by Odisha Renewable Energy Development Agency not later than thirty (30) days after submission of an invoice along with supporting documents, subject to Odisha Renewable Energy Development Agency acceptance. If the progress is not satisfactory and according to agreed work program/schedule the payment may be withheld.</td>
</tr>
<tr>
<td>21.4</td>
<td>The final payment under this Clause shall be made only after satisfactory completion of the activities mentioned in the Scope of Work.</td>
</tr>
<tr>
<td>21.5</td>
<td>Payment shall be made by OREDA as per the price of the letter of award. OREDA may deduct such amounts from the Invoice, which are to be recovered as per the GCC.</td>
</tr>
<tr>
<td>22.1</td>
<td>The Consultant/ Agency and the personnel shall pay the taxes, duties; fees, levies and other impositions levied under the existing, amended or enacted laws except service tax during life of this contract.</td>
</tr>
<tr>
<td>22.2</td>
<td>Payment of taxes/duties shall not be made separately in any case. However, service tax as applicable claimed by the consultant in their invoice shall be reimbursed.</td>
</tr>
<tr>
<td>22.3</td>
<td>OREDA shall deduct TDS at the appropriate rate as per the existing law.</td>
</tr>
<tr>
<td>23.1</td>
<td>The Consultant/ Agency shall submit a Contract Performance Bank Guarantee for the due performance of the Contract from a scheduled bank encashable at Bhubaneswar Branch of the issuing Bank only for a sum of Rs.10,00,000 (Rupees Ten Lakhs) only. This shall remain valid for a period of 90 days over and above the contract completion period. The consultant shall submit the CPBG within 28 days from the date of LOA as per the format enclosed.</td>
</tr>
<tr>
<td>23.2</td>
<td>OREDA shall at its sole discretion invoke the Performance Security and appropriate the amount secured there under, in the event that the Consultant/ Agency commits any delay or default in Services rendered or commits any breach of the terms and conditions of the Contract.</td>
</tr>
<tr>
<td>23.3</td>
<td>The Performance Security shall be denominated in Indian Rupees. In case of extension of the contract period for any reason, the validity period of CPBG will be extended accordingly.</td>
</tr>
<tr>
<td>24.1</td>
<td>The Consultant/ Agency and the personnel of any of them shall not disclose any proprietary or confidential information relating to this contract during the period of operation of the Contract.</td>
</tr>
</tbody>
</table>
| 24.2 | The obligation of a party under this clause, however, shall not apply to information that:  
(a) now or hereafter enters the public domain through no fault of that party;  
(b) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or  
(c) Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality. |
<p>| 25.1 | The Consultant/ Agency shall not sub-contract, sublet, transfer or assign the contract or any part thereof to other party. |
| 26.1 | OREDA may reject any Service rendered or any part thereof that fail to conform to the specifications. The Consultant/ Agency shall take measures |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>27.</td>
<td><strong>Liquidated Damages</strong></td>
</tr>
<tr>
<td>27.1</td>
<td>Except as provided under GCC <strong>Clause-29</strong>, if the Consultant/ Agency fails to perform any or all of the Services within the period specified in the Contract (as per the scope of work- Section-V Deliverables, Timeliness &amp; payment), Odisha Renewable Energy Development Agency may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the value of the Services, delivered beyond stipulated delivery schedule for each week or part thereof of delay (in deliverables), up to a maximum of 5% of contract price.</td>
</tr>
</tbody>
</table>

| 28. | **Change in Laws and Regulations** |
| 28.1 | Unless otherwise specified in the Contract, if after the date of the Submission of Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or there is any change in the place of the business that subsequently affects the Delivery Date, then such Delivery Date shall be correspondingly extended or compressed, to the extent that the Consultant has thereby been affected in the performance of any of its obligations under the Contract. |

| 29. | **Force Majeure** |
| 29.1 | For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies. |
| 29.2 | Force Majeure shall not include: |
|   | a) Any event which is caused by the negligence or intentional action of a Party or such Party’s Sub-consultants or agents or employees, nor |
|   | b) Any event which a diligent Party could reasonably have been expected to both (i) take into account at the time of the conclusion of this Contract, and (ii) avoid or overcome in the carrying out of its obligations hereunder. |
| 29.3 | The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract. |
| 29.4 | A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay. |
| 29.5 | A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible. |
| 29.6 | The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure. |
| 29.7 | The decision of the Odisha Renewable Energy Development Agency with regard to the occurrence, continuation, period or extent of Force Majeure shall be final and binding on the Consultant/ Agency. |
| 29.8 | The contract period, pursuant to this Contract, shall be extended for a period equal to the time during which the contract could not be performed as a result of Force Majeure. |
| 29.9 | Not later than thirty (30) days after the Consultant/ Agency, as the result of... |
an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

<table>
<thead>
<tr>
<th>30. Extensions of Time</th>
<th>30.1 If at any time during performance of the Contract, the Consultant/Agency encounter conditions impeding timely completion of Services as per Section-V (Scope of Work), the Consultant/Agency shall promptly notify Odisha Renewable Energy Development Agency in writing of the delay, it’s likely duration, and its cause. As soon as practicable after receipt of the Consultant/Agency’s notice, Odisha Renewable Energy Development Agency shall evaluate the situation and may at its discretion extend the Consultant/Agency’s time for performance.</th>
</tr>
</thead>
<tbody>
<tr>
<td>30.2 Except in case of Force Majeure, as provided under GCC Clause-29 or where the delay in delivery of the services is caused due to any delay or default of the OREDA, any extension granted under the clause shall not absolve the Consultant/Agency from its liability to pay liquidated damages pursuant to GCC Clause-27.</td>
<td></td>
</tr>
<tr>
<td>31. Suspension</td>
<td>31.1 OREDA may, by written notice of suspension to the Consultant/Agency, suspend all payments to the Consultant/Agency hereunder if the Consultant/Agency fail to perform any of their obligations under this Contract, including the carrying out of the Services as per schedule, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant/Agency to remedy such failure within a period not exceeding Seven (7) days after receipt by the Consultant/Agency of such notice of suspension and shall invoke contract performance guarantee.</td>
</tr>
<tr>
<td>32. Termination</td>
<td>32.1 Termination of Contract for Failure to Become Effective: If this Contract has not become effective within seven (7) days of the date hereof, either Party may, by not less than two weeks (2) weeks’ written notice to the other Party, declare this Contract to be null and void.</td>
</tr>
<tr>
<td>32.2 Termination for Default: (a) The OREDA may, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Consultant/Agency terminate the Contract in whole or in part:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>i. if the Consultant/Agency fails to provide acceptable quality of Services within the period specified in the Contract, or within any extension thereof granted by the OREDA as per scope of work(Section V)</td>
</tr>
<tr>
<td></td>
<td>ii. if the Consultant/Agency commits any breach of the Contract and fails to remedy or rectify the same within the period of two weeks (or such longer period as the OREDA in its absolute discretion decide) provided in a notice in this behalf from the OREDA.</td>
</tr>
<tr>
<td></td>
<td>iii. If the Consultant/Agency fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause-16 of GCC.</td>
</tr>
<tr>
<td></td>
<td>iv. If, as the result of Force Majeure, the Consultant/Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days. (b) In the event the OREDA terminates the Contract in whole or in part, pursuant to GCC Clause30,</td>
</tr>
</tbody>
</table>
the OREDA may procure, upon such terms and in such manner as it deems appropriate, Deliverables or Services similar to those undelivered or not performed, and the Consultant/ Agency shall be liable to the OREDA for any additional costs for such similar Services. However, the Consultant/ Agency shall continue performance of the Contract to the extent not terminated.

<table>
<thead>
<tr>
<th>32.3</th>
<th>Termination for Insolvency:</th>
</tr>
</thead>
<tbody>
<tr>
<td>OREDA may at any time terminate the Contract by giving Notice to the Consultant/ Agency if the Consultant/ Agency becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Consultant/ Agency, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the OREDA.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>32.3</th>
<th>Termination for Convenience:</th>
</tr>
</thead>
<tbody>
<tr>
<td>OREDA, by Notice sent to the Consultant/ Agency, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the OREDA convenience, the extent to which performance of the Consultant/ Agency under the Contract is terminated, and the date upon which such termination becomes effective.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>32.4</th>
<th>Upon Termination of the Contract, the Consultant/ Agency shall:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prepare and present a detailed exit plan within five calendar days of termination notice receipt to the …………………. or equivalent authority of OREDA (“Exit Plan”)</td>
<td></td>
</tr>
</tbody>
</table>

| 32.5 | The Consultant and …………………………… or equivalent authority will sign a completion certificate at the end of successful completion (all points tracked to closure) of the Exit Plan. |

<table>
<thead>
<tr>
<th>33.1</th>
<th>Upon termination of this Contract pursuant to Clause-32.4 hereof, or upon expiration of this Contract pursuant to Clause-34 hereof, all rights and obligations of the Parties hereunder shall cease, except</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Such rights and obligations as may have accrued on the date of termination or expiration,</td>
<td></td>
</tr>
<tr>
<td>b) The obligation of confidentiality set forth in Clause-24 hereof,</td>
<td></td>
</tr>
<tr>
<td>c) Any right which a Party may have under the Applicable Law.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>34.1</th>
<th>Upon termination of this Contract pursuant to Clause-32 hereof, OREDA shall make the following payments to the Consultant/ Agency:</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Consultancy Fee for Services satisfactorily performed prior to the effective date of termination; after adjustment of the dues to the OREDA.</td>
<td></td>
</tr>
<tr>
<td>b) Except in the case of termination pursuant failure to perform, insolvency of the Consultant/ Agency, deliberate false submission by the Consultant/ Agency or for failure to comply with the final decision of an arbitration process, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.</td>
<td></td>
</tr>
<tr>
<td>Clause</td>
<td>Description</td>
</tr>
<tr>
<td>--------</td>
<td>-------------</td>
</tr>
<tr>
<td>35. Assignment</td>
<td>35.1 The Consultant/Agency shall not assign to any other party, in whole or in part, their obligations under this Contract.</td>
</tr>
</tbody>
</table>
| 36. Disclaimer | 36.1 OREDA reserves the right to share, with any consultant/Agency of its choice, any resultant Proposals, in order to secure expert opinion.  
36.2 OREDA reserves the right to accept or reject any proposal deemed to be in its best interest. |
| 37. Public Disclosure | 37.1 All services/deliverables provided to OREDA by consultant are subject to Country and Odisha public disclosure laws such as RTI etc.  
37.2 The Consultant’s/Agency’s Team shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless OREDA first gives the Consultant/Agency its written consent. |
| 38. Adherence to rules regulations and restriction | 38.1 Consultant/Agency shall comply with the provision of all laws including labour laws, rules, regulations and notifications issued there under from time to time.  
38.2 The Consultant/Agency shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable rules and instruction. Consultant’s Team shall adhere to all security requirement/regulations of OREDA during the execution of the work. Odisha Renewable Energy Development Agency’s employee also shall comply with its procedures/policy.  
38.3 The Consultant/Agency shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.  
38.4 The Agency shall ensure that all the members of the Agency’s personnel are aware that the Officials Secrets Act 1923 apply to them and they should adhere to same. |
| 39. Fairness and Good Faith | 39.1 The Parties undertake to act in good faith with respect to each other’s rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.  
39.2 Operation of the Contract: The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause-16 hereof. |
| 40. Insurance | 40.1 The Consultant shall take and maintain at their own cost, insurance coverage against the risks of their personnel and properties relating to this assignment. |
| 41. Conflict of Interest | 41.1 The Consultant/Agency shall not engage, and shall cause their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.  
41.2 If the Consultant/Agency is found to be involved in a conflict of interest situation with regard to the present assignment, OREDA may choose to terminate this contract as per Clause-32 of GCC. |
| 42. Standard of Performance | 42.1 The Consultant/Agency shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used with professional engineering and consulting standards recognized by professional bodies, and shall observe sound management, and Technical and engineering
practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultant/Agency shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to OREDA.

<table>
<thead>
<tr>
<th>Section</th>
<th>Subsection</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>43. Expiry of Contract</td>
<td>43.1</td>
<td>Unless terminated earlier pursuant to Clause-32 hereof, this Contract shall terminate when, pursuant to the provisions hereof, the Services have been completed and the payments of remuneration and reimbursable expenditures have been made.</td>
</tr>
<tr>
<td>44. Conflict among assignments</td>
<td>44.1</td>
<td>Neither consultant/Agency (including their personnel) nor any of their affiliates shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the consultant/Agency.</td>
</tr>
<tr>
<td>45. Professional Liability.</td>
<td>45.1</td>
<td>The Consultant/Agency is expected to carry out its assignment with due diligence and in accordance with prevailing standards of the profession. (a) The Consultant’s/Agency’s liability to the OREDA be limited to total contract price except for gross negligence or willful misconduct on the part of the consultant/agency in which case their liability shall be unlimited to the extent of damage/loss incurred including that to the third parties. (b) the consultant’s/Agency’s liability to the OREDA may in no case be limited to less than the total payments expected to be made under the consultant’s/Agency’s contract, or the proceeds the Consultant is entitled to receive under its insurance, whichever is higher; and (c) any such limitation may deal only with the Consultant’s liability toward the employer and not with the Consultant’s/Agency’s liability toward third parties.</td>
</tr>
<tr>
<td>46. Staff Appointment / Substitution.</td>
<td>46.1</td>
<td>During an assignment, if substitution is necessary (because of ill health or because a staff member proves to be unsuitable, or the Staff member is no longer working with the consultant), the Consultant/Agency shall propose other staff of at least the same level of qualifications for approval by the Owner. Such appointment/substitution shall be made within a week’s time failing which the OREDA shall either hold up the payment or seek other remedies under the contract.</td>
</tr>
<tr>
<td>47. Changes and additions in Consultant/Agency’s scope of works</td>
<td>47.1</td>
<td>OREDA shall have the right to request Consultant/Agency in writing to make any changes, modifications, deletions and/or additions to Consultant/Agency’s scope of works. Consultant/Agency shall review such written requests and if such changes and additions would jeopardize fulfillment of any of Consultant/Agency’s obligations under this contract, Consultant/Agency will not be obliged to make such changes or withhold any part of the works pursuant to such changes and/or additions contemplated by OREDA. Otherwise, Consultant/Agency will work out the estimate of price and time adjustment on account of such changes, modifications, deletion and/or additions sought by OREDA and the same shall be mutually agreed. Unless Consultant/Agency receives written authority from OREDA on variation in prices and time schedule, Consultant/Agency will not be obliged to proceed with any such variation in the scope of works.</td>
</tr>
</tbody>
</table>
| 48. Intellectual Property | 48.1 | OREDA shall own and have a right in perpetuity to use all newly created Intellectual Property Rights which have been developed solely during execution of this Contract, including but not limited to all Source code, Object code, records, reports, designs, application configurations, data and written material, products, specifications, reports and other documents which have been newly created and developed by the Consultant/Agency solely during the performance of Services and for the purposes of inter-alia use or sub-license of such Services under this Contract. The Consultant/Agency undertakes to disclose all such Intellectual Property Rights arising in performance of the Services to OREDA and execute all such contracts/documents and file all relevant applications, effect transfers and
<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>48.2</td>
<td>The Consultant/ Agency shall ensure that while it uses any software, hardware, processes, document or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the Consultant/ Agency shall keep OREDA indemnified against all costs, expenses and liabilities what so ever, arising out of any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the Consultant/ Agency or its personnel during the course of performance of the Related Services. In case of any infringement by the Consultant/ Agency, the Consultant/ Agency shall have sole control of the defense and all related settlement negotiations.</td>
</tr>
<tr>
<td>48.3</td>
<td>Subject to sub-clauses 49.1 to 49.2, the Consultant/ Agency shall retain exclusive ownership of all methods, concepts, algorithms, trade secrets, software documentation, other intellectual property or other information belonging to the Consultant/ Agency that existed before the effective date of the contract.</td>
</tr>
<tr>
<td>49.1</td>
<td>For the purpose of this contract, both parties to this contract agree, not to solicit either directly or indirectly with a view to provide or offer employment to, offer to contract with or entice a staff member of the other party to leave without the consent of the other during the term of this contract and for an additional period of 180 days after termination.</td>
</tr>
</tbody>
</table>
Section-VIII:
Bidding Forms

FORM F-1:
RfP Submission Sheet
(to be submitted on Firm’s letterhead)

From: ______________________
____________________
____________________

To: ______________________

Sir,


RfP Reference No. _________________________

I, ________________, (Bidder) herewith enclose the Techno-Commercial Proposal against the subject RfP for Engagement of my firm as the Consultant/ Agency in Form F-2 to F-7.

I hereby accept and abide by the scope & terms and conditions of RfP document unconditionally.

Yours faithfully,

Full name: _________________________
Address: _________________________
Telephone: _________________________
E-mail id: _________________________
FORMF-2:
CVs of Key Personnel
(Section-VI)

The format for submission of CVs is the following:

1. Name:
2. Profession / Present Designation:
3. Years with firm: _____________ Nationality:
4. Area of Specialisation: ______________
5. Date of Birth:
6. Proposed Position in Team:
7. 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.
FormF-3:
Project Experience

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

Bidder should submit the details of experience of successfully handling end to end recruitment process 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.

<table>
<thead>
<tr>
<th>Name of Assignment</th>
<th>Name of Client Organisation</th>
<th>Duration of Assignment</th>
<th>Brief description of work (CBT mode of recruitment)</th>
<th>Relevant documenta (Y/N)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Details of the posts for which selection/ recruitment process handled</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Max” no of candidates handled in a day in a single exam in a single shift</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Name of the cities in which CBT conducted</td>
<td></td>
</tr>
</tbody>
</table>

Signature: ___________________________          Seal: ___________________________

Full Name: ___________________________

Address: __________________________________

Note: The bidders are requested to submit the Project Experience Criteria wise under Section-IV and Section-VI in the order mentioned in these sections for ease in evaluation.
Form F-4:

Company’s Financial Information

(to be submitted on Firm’s Letter Head)

Kindly provide the following details for the Firm:

1. Name of the Firm:
2. Average Annual Turnover of the firm during last 3 years from India Operations relating to consultancy business of conducting end to end recruitment process only based on Audited Accounts (duly certified by a Chartered Accountant)

<table>
<thead>
<tr>
<th>Financial Year</th>
<th>Total Turnover (net of taxes and duties)</th>
<th>Turnover from conducting recruitment process (net of taxes and duties)</th>
<th>Turnover from conducting end to end recruitment process in CBT mode from the total turnover as indicated in Col No.2 (net of taxes and duties)</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY:2011-12</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FY2012-13</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FY2013-14</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Average Turnover during Last 3 (three) Years………..

Signature of the Chartered Accountant: Seal

Full Name:

Name of the CA Firm:

Address:

Phone No:

E-mail Id:

Note:

Consolidated Audited Annual Reports/Financial Statements for last three financial years have to be provided as proof for consulting firm’s turnover.
Form F-5:

NIL/NO DEVIATION SCHEDULE

Bidder’s Name & Address

To

OREDA.
Janpath, Bhubaneswar-751022, Orissa.

Dear Sirs,

Sub: NIL/NO Deviation to the Scope of Works, Deliverables, Services and terms conditions of the RfP.

We hereby undertake to provide the consultancy work without any deviation to the scope of works, deliverables, services and terms and conditions contained in the RfP.

Date: (Signature of the Bidder)

Place: (Printed Name) ......................

(Designation) ..............................

(Common Seal) ..............................

Note: Deviations, if any, should be mentioned giving reference of RfP page number and clause number. If any deviation is given elsewhere in the bidder’s proposal, that will not be recognized and shall constitute Nil/No deviation.
FormF-6:
Acceptance of Important Terms & Conditions

Bidder’s Name & Address
--------------------------------------------------
--------------------------------------------------

To,
OREDA.
Janpath, Bhubaneswar-751022, Orissa.

Sub.:-----------------------------------------------------------------------------------------------------------------

With reference to your RfP No.---------------------- dated ---------------------- for “Engagement of Consulting Firm for Conducting / Managing Recruitment Process”, we hereby confirm that we have read the provisions of the following clauses and further confirm that notwithstanding anything stated elsewhere to the contrary, the stipulation of these clauses of RfP are acceptable to us and we have not taken any deviation to these clauses:

a) Terms of Payment:
b) Bid Security (EMD):
c) Contract Performance Bank Guarantee:
d) Liquidated Damages for delay in Completion:
e) Deliverables:
f) Bid Validity Period:
g) Price Basis:

We further confirm that any deviation to the above clauses at Sl. No. (a) through (g) found anywhere in our Bid Proposal shall stand unconditionally withdrawn, without any cost implication whatsoever to OREDA.

Date:                  (Signature)................................. (Printed Name).................................
Place:                 (Designation)................................. (Common Seal).................................
FormF-7

AFFIDAVIT

I, ----------------------------- S/o ----------------------------- Proprietor/authorised person of the M/s.......................... having its Registered Office at ....................... do hereby solemnly affirm and declare as follows:

2. That the Odisha Renewable Development Agency vide Tender No.__________ had INVITATED PROPOSALS FOR “Engagement of Consulting Firm for Conducting / Managing Recruitment Process” for undertaking end to end recruitment processes for Odisha Renewable Development Agency . (OREDA) for selection of candidate in various Executive and Non-Executive posts.

3. That in response to the said TENDER as stated in paragraph (2) above, our firm is submitting its Technical & Financial proposals to the, OREDA in prescribed forms.

4. It is hereby declared that neither we nor our director(s) or partner(s) has/ have been convicted by any court of law and no criminal case is pending against us before court of law.

5. It is also hereby declared that, our Agency/Company/Firm ________is having unblemished past record and has never been blacklisted/barred/disqualified for corrupt & fraudulent practices either indefinitely or for a particular period of time by any Government concern/Regulator/Statutory Body.

6. That the statements made in paragraphs 1 to 5 of the foregoing Affidavit as above are true to my knowledge and belief and if anything is found contrary, I stand liable to be prosecuted under appropriate Act/Laws in force. Solemnly affirmed by the said ............. at ..........on this the ...........day of ........2014.

Deponent:

Identified by me:
FORM P-1:

Price Proposal (to be submitted on Firm’s Letterhead)

From: __________________________
To: __________________________

Sir,


Reference No. __________________________

I, __________________________ (Bidder) herewith enclose Price Proposal against the subject RfP for Engagement of Consulting Firm to Conduct Computer Based Test (CBT) for Recruitment/ Selection Purposes.

I hereby accept and abide by the scope & terms and conditions of RfP document unconditionally.

Yours faithfully,

Signature:

Full Name:

Address:

Phone No:

E-mail Id:
FormP-2:

Price Proposal

The firm price quoted in the price bid should be inclusive of all taxes (except Service Tax), duties and levies. The amount should be mentioned in INR both in figures and in words.

<table>
<thead>
<tr>
<th>Particulars</th>
<th>Rate per eligible candidate (exclusive of taxes)</th>
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<td>In words</td>
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For complete (end to end) for Conducting / Managing Recruitment Process in OREDA inclusive of all charges, overheads, all taxes (except service tax), duties & levies [As per scope of work and different stage activities as described in RFP]

Note:

a. The quoted Price shall be FIRM and inclusive of all overhead, out of pocket expenses, travel, boarding, lodging, visits and taxes and duties except Service Tax.
b. Price evaluation (QCBS Methodology at section-VI) will be made taking in to account the total price quoted by the Bidder excluding service tax.
c. OREDA will not pay and/or reimburse anything over and above the price quoted except service tax.
d. Service tax as applicable shall be reimbursed against documentary evidence.
e. Eligible candidates are those to whom admit cards would have been issued by the successful bidder.

Authorized Signatory with Stamp
THIS CONTRACT made the ________ day of ________________________, _____, between ______________________________________ of _________________________ (hereinafter “Odisha Renewable Development Agency”), of the one part, and ______________________________ of ________________________________ (hereinafter “the Consultant”), of the other part:

WHEREAS OREDA invited bids for Services, viz., ___________________________________________________ and has accepted a Bid by the Consultant for the estimated Contract Value for the sum of _Rs.._____________________________________________ (hereinafter “the Contract Price”).

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.

2. The following documents (collectively referred to as “Contract Documents”) shall be enclosed herewith and shall be deemed to form and be read and construed as part of this Contract, viz.:
   i. ITB (As enclosure –I)
   ii. Scope of Works. (As enclosure –II)
   iii. General Conditions of Contract. (As enclosure –III)
   iv. Accepted Techno- Commercial. (As enclosure –IV)
   v. Accepted Price Proposal. (As enclosure –V)
   vi. Letter Of Award (LOA). (As enclosure –VI)

In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the reverse order listed above.

3. In consideration of the payments to be made by OREDA to the Consultant as indicated in this Contract, the Consultant hereby covenants with OREDA to provide the Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. OREDA hereby covenants to pay the Consultant in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with the laws of _________________________ on the day, month and year indicated above.

Signed by ______________________________________ (Authorised official of the Odisha Renewable Development Agency)

Signed by _________________________________________ (for the Consultant)
ANNEXURE- 2

Contract Performance Bank Guarantee
(To be executed on non-judicial stamp paper as per Stamp Act)

Date:  
Contract Name and No. :

To: _____________________________________________________________________

WHEREAS ___________________________ (hereinafter “the Consultant”) has undertaken, pursuant to Contract No. ______________ dated _______________, _______ to take up the assignment Engagement of Consulting Firm for conducting / managing recruitment process for OREDA (hereinafter “the Contract”).

AND WHEREAS it has been stipulated by you in the afore mentioned Contract that the Consultant shall furnish you with a security ____________________ issued by a reputable guarantor for the sum specified therein as security for compliance with the Consultant’s performance obligations in accordance with the Contract.

AND WHEREAS the undersigned ___________________________ ____________________________ , legally domiciled in ______________________________________ , (hereinafter “the Guarantor”), have agreed to give the consultant a security:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Consultant, up to a total of ___________________________ and we undertake to pay you, upon your first written demand declaring the Consultant to be in default under the Contract, without cavil or argument, any sum or sums within the limits of ___________________________ as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein. The guarantee can be presented by Odisha Renewable Energy Development Agency at any of our branches at Bhubaneswar who will pay the claim amount to OREDA immediately.

The Guarantor also agrees that OREDA at its option shall be entitled to enforce this Guarantee against the Guarantor as a principal debtor, without proceeding against the Bidder and notwithstanding any security or other guarantee OREDA may have in relation to the Bidder’s liabilities.

Provided that the liability of the Guarantor under this Guarantee shall not exceed the said amount of Rs. (______________/ - / Indian Rupees ______ Only) exclusive of interest payable on the amount demanded in the notice till the date of payment to OREDA and interest thereon. Any disputes concerning or under this Guarantee shall be subject to the jurisdiction of courts located in  

This security is valid until the _____________________ day of ____________________, ______.

Name __________________________________________________________
In the capacity of _________________________________________________
Signed _________________________________________________________
Duly authorized to sign the security for and on behalf of __________________________

Date ________________________________________________________

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Notwithstanding anything contained herein above.

i) Our liability under this Bank Guarantee shall not exceed Rs._____________ (Rupees ____________ ) only.

ii) The Bank Guarantee shall be valid up to ________________ only.

iii) We or our Bank at Bhubaneswar (Name & Address of the Local Bank) are liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us or our local Bank at Bhubaneswar a written claim or demand and received by us or by Local Branch at Bhubaneswar on or before Dt.________ otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

For______________________________ (indicate the name of the Bank)

N.B.:

(1) Name of the Consultant:

(2) No. & date of the Letter of Award / Contract:

(3) Amount of the Bank Guarantee : Rs.______________

(4) Validity period or date up to which the Contract is valid:

(5) Signature of the Constituent Authority of the Bank with seal:

(6) Name & addresses of the Witnesses with signature:

(7) The Bank Guarantee shall be accepted only after getting confirmation from the respective Bank(s).

In the presence of

1. Name & Address
   ________________________________________________
   ________________________________________________
   ________________________________________________

2. Name & Address
   ________________________________________________
   ________________________________________________

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