

Page

CONTENT

1	DISCLAIMER	5
2	Part-I: INVITATION OF BIDS& Bid Processing	6
	1. Bid INVITATION	6
	1.1 GENERAL	6
	1.2. SCOPE of Work and obligations	7
	2. Bid criteria and events	8
	2.1 EligibilityofBidders and Pre-qualification	8
	2.2 Brief description of bidding process	
	2.3 Purchase of rfp /Down load of RFP	
	2.4 Number of Bids and costs thereof	11
	2.5 Bid Due Date and Extension in Bid due date	11
	2.6 Late Bids	
	2.7 WITHDRAWL OF BID	
	2.9 Clarifications on RFP Document	
	2.10 Pre-Bid Conference	12
	2.11 Amendment of RFP document	
	2.12 communication BETWEEN Chairman and bidders	
	2.13 Validity of Bids	
	2.14 Acknowledgement by Bidder	
	2.15 BID Security	
	2.16 Confidentiality	14
	3. PREPARATION AND SUBMISSION OF BID	15
	3.1 Language	15
	3.2 Bid Prices	
	3.3 Discounts, Taxes, DUTIES, Levies, Freights etc.	15
	3.4 Preparation and signing of Bid	
	3.5 EN1 Bid Security :	17
	3.6 EN2 Technical BID: Pre-qualification:	17
	3.7 EN3 TECHNICAL BID: PROJECT SOLUTION:	18
	3.8 : FINANCIAL Bid:	19
	3.9 Sealing and Marking of Envelopes	
	3.10 Compliance & Completeness of Response	
	3.11 Opening of Technical Bids	20
	4. EVALUATION PROCESS	20
	4.1 Clarifications from Bidders for Evaluation of Technical Bids	20
	4.2 Evaluation of Technical Bids	20
	4.3 Bid opening committee and bid evaluation committee	
	4.4 SHORT LISTING AND SELECTION OF BIDDER	
	4.5 STAGE-I Evaluation of submission of Bid Security and cost of the RFP	22
	4.6 STAGE-ii Evaluation of Pre-Qualification	
	4.7 STAGE –III Evaluation of project solution	
	4.8 stage-iv Commercial Proposal Evaluation	25

5.	FINAL EVALUATION and SELECTION of BIDDER	25
6.	Performance BANK GUARANTEE	26
7.	Right to accept or reject any or all the bids	26
8.	Proprietary data	27
9.	Miscellaneous	27
PAF	RT II: AGREEMENT	29
1.	PRELIMINARY	30
	1 DEFINITIONS AND INTERPRETATION	
	SCOPE OF WORK	
2. 3.	Work order	
4.	Implementation	
5.	PROCESS FEE AND PAYMENT TO SPA	
6.	OBLIGATIONS OF THE SPA	
7.	OBLIGATIONS OF COMMISSION	
8.	PERFORMANCE BANK GuarantEE	
9.	INDEMNITY	
10.		
11.		
12.		
13.		
14.		36
15.	Reporting Unauthorized disclosure or misuse of Confidential Information	
16.		
1	.6.1 SPA- Event of Default	37
1	.6.2 Commission – Event of Default	38
17.	Notice of Termination	38
18.	DISPUTE AND ITS RESOLUTION	39
19.	Property of the parties	39
20.	GOVERNING LAW AND JURISDICTION	39
21.	SURVIVAL	40
22.	ENTIRE AGREEMENT:	40
23.		40

24.	SEVERABILITY	40
25.	NO PARTNERSHIP	41
26.	COUNTERPARTS	41
3. PAR	RT III: TERMS OF REFERENCE	
27.	General	
28.	Scope of Work	
29.	OBLIGATION of the SPA	44
29	9.1 General (Functional Requirements)	
	eneral (Technical Requirements) FOR SAB-OMS	
	9.2Security Provision	
	9.3 Providing Software	
29	9.4 Software Ownership	51
29	9.5 Certification of core features of software	52
29	9.6 Providing Infrastructure	52
	29.6.1 SCANNING Unit (for SAB-OMS)	
	9.7 Testing	
	9.8 Training	
	9.9 PORTABILITY OF DATA AND DATA TRANSFER	
29	9.10 MIS and RTI	54
	9.12 Project time Line	
	Obligation of the Commission	
31. V	Work order to implementSAB-OMS	56
32. I	Imposition of Penalty	56
	32.1 Penalty	
	32.2 Opportunity of hearing Before Imposition of Penalty	57
33. 1	Transfer of data post evaluation	57
34. l	Undertaking on Exit Management and Transition	59
Ar	nnexure – 1: Bid Form	60
Ar	nnexure – 2: UNDERTAKING BY BIDDER	61
Ar	nnexure – 4 A: Power of Attorney (in case of single bidder)	63
	nnexure – 4 B: Power of Attorney (in case of consortium)	
Ar	nnexure – 5: Earlier Experience	67
	nnexure – 6: DECLARATION /UNDERTAKING by bidder	
	nnexure – 7: PERFORMANCE GUARANTEE FORM	
	NNEXURE – 8 QUALITY ASSURANCE GROUP	
	NNEXURE – 9 ANNUAL TURNOVER STATEMENT	
	nnexure –10: LIST of documents to be provided by bidder	
	nnexure –11: details of Technical parameter provided by bidder	
Ar	nnexure –12: Income tax clearance certificate	78

1 DISCLAIMER

This Request for Proposal (RFP) document is neither an agreement and nor is an offer to the prospective bidders. The purpose of this RFP document is to provide prospective bidders information that may be useful to them in the formulation of their bid for qualification pursuant to this RFP document. The assumptions, assessments, statements and information contained in this RFP document may not be complete, accurate, adequate or correct. Each bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP document and obtain independent advice from appropriate sources.

Information provided in this RFP document to the bidders is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Chairman, MPPSC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Chairman, MPPSC or its employees or representatives make no representation or warranty and shall have no liability to any bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP document

The Chairman, MPPSC also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever, caused arising from reliance of any bidder upon the statements contained in this RFP document.

The Chairman, MPPSC may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP document.

The issue of this RFP document does not imply that the Chairman, MPPSC is bound to select and to appoint the Selected Bidder as Service Provider and the Chairman, MPPSC reserves the right to reject all or any of the bid without assigning any reason whatsoever.

The bidders shall bear all the costs associated with or relating to the preparation and submission of their bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Chairman, MPPSC or any other cost incurred in connection with or relating to its bid. All such costs and expenses will be borne by the bidders and the Chairman MPPSC shall not be liable in any manner, whatsoever, for the same or for any other costs or other expenses incurred by any bidder in preparation and submission of the bid, regardless of the conduct or outcome of the Bidding Process.

2 PART-I: INVITATION OF BIDS& BID PROCESSING

1. BID INVITATION

1.1 GENERAL

- 1.1 The Madhya Pradesh Public Service Commission invites bids from suitable bidders to select experienced and capable Agency for Scanning of Answer Books and On Screen Marking System for Madhya Pradesh Public Service Commission (SAB-OMS) up to 03:00 PM on 21-06-2018 (Bid Due Date).
- 1.2 The bid can be submitted by hand in office of MPPSC or by registered post. Bid submitted by ordinary post or courier services or by emails shall be rejected summarily.
- 1.3 The agreement period shall be 5 (Five) year. The commission may allot other examinations to the selected bidder during the period of agreement. The agreement may also be renewed subject to conditions specified for one more year.
- 1.4 RFP document: RFP document may be downloaded from website https://www.mpeproc.gov.in
 by paying its cost Rs. 2000/-(Two thousand only) before last date of sale of bid form. Cost of RFP is nonrefundable.
- 1.5 Bid Security Rs.6,00,000/-(Six Lakh) payable by as per mention in clause 2.15.2 issued by a nationalized or scheduled commercial bank in favor of the Secretary, MP Public Service Commission Indore, payable at its Indore branch and shall be submitted along with the bid.
- 1.6 The bidder shall quote the process fee to be charged by him as following:
 - a) For Scanning of Answer Books and On Screen Marking System @per answer book.)
- 1.7 Technical Bids (Envelop#1 and #2) shall be opened on 22-06-2018 in the office of MPPSC Indore.

1.8 Time Schedule of various Tender related events:-

Item	Dates
Bid calling date	01-06-2018, Friday
Pre-bid Meeting	11-06-2018, Monday, at 11:30 AM, Conference Room, MPPSC Indore-452001
Last date of sale/download of RFP document and Bid Due Date	21-06-2018, Thursday till 05:00 PM
Date of opening of envelop 1 and 2	22-06-2018 , Friday
Date of Technical Presentation	Would be communicated to shortlisted eligible bidders Tentative Date 25-06-2018 Monday
Commercial bid opening date and time	Would be communicated to shortlisted eligible bidders Tentative Date 28-06-2018 Thursday
Bid Security	Rs. 6,00,000/- (Rupees Six Lakhsonly)
Bid Validity Period	90 days from the date of opening of bid.
Bid Security Validity Period	90 days from the date of opening of bid.
Performance Guarantee Value	10% of Contract value or 30 lakhs whichever is higher

1.2. SCOPE OF WORK AND OBLIGATIONS

Scope of work, duties and obligations of the Service Provider (the selected bidder shall be called Service Provider after agreement is executed) and obligations of the Madhya Pradesh Public Service Commission (hereinafter called Commission), have been given in *Terms of Reference (TOR)*.

2. BID CRITERIA AND EVENTS

2.1 ELIGIBILITY OF BIDDERS AND PRE-QUALIFICATION

- 2.1.1 The bidder may be a proprietary firm, partnership firm (including LLP), registered society, a company registered under company's act or a consortium up to two partners (one lead partner and one partner) of companies, firms (including LLP), or society registered in India.
- 2.1.2 The bidder shall not have a Conflict of Interest that affects the Bidding Process. Any bidder found to have a Conflict of Interest shall be disqualified. Whether a situation amounts to conflict of interest or not shall be determined by the Chairman MPPSC and his decision shall be final.
- 2.1.3 Any entity, which has been barred from participating in any project by the Central/State Government or any entity controlled by it and if the bar subsists as on the date of bid, would not be eligible to submit a bid.
- 2.1.4 The bidders should in the last 3 (three) years have neither failed to perform any contract as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against him, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach of contract.
- 2.1.5 The Bidder should not have any enquiry registered against him in any of the vigilance organization like CBI, EOW, SIT, STF, CVC etc. and he will certify this by an undertaking.
- 2.1.6 No bidder shall be a member of another bidding entity.
 - (In case of consortium both the member of must satisfy individually above five conditions)

The Bidder must fulfill the following condition of pre-qualification Technical:

- 2.1.7 The bidder should be a partnership firm, company/ firm (including LLP) /society /or a consortium of companies, firms (including LLP) or societies registered in India. The registered agency should be operating and working in India for a minimum of three years with an objective of offering relevant IT Solutions and Services that are the subject matter of this tender.(In case of consortium each of member of consortium must be a Proprietor/company/ firm(including LLP) /society registered in India but the lead partner must be operating in India for minimum of three years)
- 2.1.8 The bidder should have average minimum annual turnover of Rs. **10 Crores** in IT related activities in last 3 financial years (FY 15-16, FY 16-17 & FY 17-18). As documentary proof Annual Financial Statements is to be submitted. In case F/Y 2017-18 Annual Financial Statements is not prepared; a certificate of provisional financial figures duly certified by a Chartered Accountant is to be submitted. (In case of consortium this condition must be satisfied by the lead member)

- 2.1.9 In case of Consortiumone of Partner should have a proven capability to scan at least 5 lakh pages in a single day. Copy of work order/ PO along with client certificate for same or any other significant documentary evidence should be enclosed with proposal.
- 2.1.10 The bidder should have done minimum 01 lakh onscreen marking of answer books (min 20 Pages) cumulatively for three years in Govt./Semi Govt. Institutions, Central/state PSU, Central/state Universities/Examination Boards /PSC's.
- 2.1.11 The bidder (one of thepartner in case of Consortium) should have successfully completed two or more Onscreen Marking Projects for Govt. Agencies/Departments/PSU /Universities/Examination Boards /PSC's. Application Development cost/value of one of such project should be minimum Rs. 35.00 Lakh (Thirty Five Lakh).
- 2.1.12 The bidder must have its own developed software for SAB-OMS as applicable which can be customized as per the requirements of MPPSC. (In case of consortium any one member should satisfy this condition)
- 2.1.13 Bidder should own the complete source code of the software being used for SAB-OMS Bidder should have certification a minimum of CMMi Level 3 or ISO27001 is required. (In case of consortium any one member should satisfy this condition)
- 2.1.14 Bidder should have in-house quality assurance group and a strong quality management system to do quality check of the Application software. Bidder should be able to substantiate the capability. (In case of consortium any one member should satisfy this condition)
- 2.1.15 The Bidder must have registration for Income Tax and other applicable taxes time to time with concern Departments.(In case of consortium each of member of must satisfy individually this condition)
- 2.1.16 The consortium will become ineligible if the lead partner quits or remaining partner become ineligible due to quitting of the member
- 2.1.17 In case of award of project, the bidder has to get registered in Madhya Pradesh for other applicable taxes time to time.
- 2.1.18 Bidder should have experience of conducting Scanning at 5 Multiple Centres at a same time.

2.2 Brief description of bidding process

- 2.2.1 The bidding process is divided in four stages for selection of the bidder for award of the project as following:-
- 2.2.2 Stage-1

At this stage the process involves checking of the fact whether the bidder has paid the "Cost of RFP" and "Bid security" as per terms and conditions of the bid as per clause 2.3 and 2.15.



2.2.3 Stage -2

At this stage, only those bidders qualified as per stage 1 will be further assessed on the technical parameters defined in this RFP as per clause 3.6 for SAB-OMS as per the bid submitted

2.2.4 Stage -3

At this stage only those Bidders qualified as per stage 2 will be called for presentation as per clause 3.7

2.2.5 Stage – 4

Financial Bid of only those bidders qualified in stage 3 will be opened on a pre-decided date and time as per clause 3.8

At the end of stage 1, 2 and 3 the Chairman, MPPSC will announce a list of qualified bidders for next stage and in the end at Stage 4, will finally declare successful bidder who secure highest mark in QCBS process.

- 2.2.6 The bidder have to deposit Bid Security of Rs. 6,00,000/- (Six lakhs) for his bid. The Bid Security shall be refundable not earlier than 90 (Ninety) days from the Bid Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained till he has executed the agreement. The bidders will have to provide Bid Security in the form of mention in clause 2.15.2 of any nationalized or scheduled commercial bank payable at Indore branch in favour of the SecretaryMPPSC, The bid shall be, summarily, rejected if it is not accompanied by the cost of RFP document and /or Bid Security.
- 2.2.7 The Bids received will be evaluated using Technical and Quality parameters defined in clause 2.1 and 3.6 and the bidders, who scores the qualifying marks as per this document after evaluation, shall be the Selected Bidders for Financial Bid.
- 2.2.8 Before submission of bids, bidders are invited to study the requirement of Scanning of Answer Books and On Screen Marking System for Madhya Pradesh Public Service Commission and to carry out at their own cost, such studies as may be required for submitting their bids for award of the contract.
- 2.2.9 The RFP document including the Terms of Reference (TOR), the format of agreement, other information pertaining/ relevant to Scanning of Answer Books and On Screen Marking System for Madhya Pradesh Public Service Commission along with the format of Technical Bid are available and can be downloaded from https://www.mpeproc.gov.in or www.mppsc.com

2.2.10 Bids are invited for:

1. Scanning of Answer Books and On Screen Marking System on the basis of process fee @per answer book for Scanning of Answer Books and On Screen Marking System For Madhya Pradesh Public Service Commission, that would be payable to the bidder for the service provided as prescribed. The agreement period shall be for 5 (Five) years, provided services are satisfactory

2.3 Purchase of RFP / Down load of RFP

Interested bidders may purchase RFP document from https://www.mpeproc.gov.in website by paying its cost RS 10000/ till the last date of download.

2.4 NUMBER OF BIDS AND COSTS THEREOF

- 2.4.1 The bidder shall submit only one bid. If more than one bid is submitted then the bidder shall not be invited for opening of financial bids and his financial bids shall not be opened.
- 2.4.2 The bidders shall bear all the costs associated with the preparation of their bids and their participation in the bid process. The Chairman, MPPSC or the commission will not be responsible or in any way liable for such costs, regardless of the outcome of the Bidding Process.

2.5 BID DUE DATE AND EXTENSION IN BID DUE DATE

- 2.5.1 Bids should be submitted up to 3:00 pm on 21-06-2018 (Bid Due Date), at the address provided in clause 3.4.5 in the manner and form as detailed in this RFP document.
- 2.5.2 The Chairman MPPSC may, at its sole discretion, extend the Bid Due Date by issuing an amendment by publishing it on website https://www.mpeproc.gov.in and www.mppsc.nic.in

2.6 LATE BIDS

2.5.3 Bids received by the Chairman MPPSC after the specified time on the Bid Due Date shall not be eligible for consideration and shall be returned unopened.

2.7 WITHDRAWL OF BID

The Bidder may be permitted by the Chairman one time, before Bid due date to withdraw or modify his bid after paying fee of Rs. 10,000/- at office of MPPSC Indore.

2.9 CLARIFICATIONS ON RFP DOCUMENT

- 2.9.1 The Bidders if need any clarification with regards to the RFP document from Chairman, MPPSC then bidders shall submit their queries by e-mail till 20-06-2018 up to 5:00 PM. No queries after this date will be entertained.
- 2.9.2 The Chairman, MPPSC shall endeavor to respond to the questions raised or clarifications sought by the bidders. However, the Chairman, MPPSC reserves the right not to respond to any question or provide any clarification, at his sole discretion, and nothing in this clause shall be taken or read as compelling or requiring the Chairman, MPPSC to respond to any question or to provide any clarification.

- 2.9.3 Any clarification issued with regard to the RFP document shall be uploaded at https://www.mpeproc.gov.in and www.mppsc.nic.in for benefit of the bidders. The bidders are expected to keep themselves updated by viewing the website from time to time.
- 2.9.4 All the clarifications and interpretations issued by the Chairman, MPPSC shall deem to be part of the RFP document. Verbal clarifications and information given by the Chairman or its employees or representatives shall not in any way or manner be binding on the Chairman, MPPSC and Commission.

2.10 PRE-BID CONFERENCE

A Pre-Bid conference of the prospective bidders shall be convened at 11-06-2018 at MPPSC, Indore.

During the course of Pre-Bid conference, the prospective bidders will be free to seek clarifications and make suggestions for consideration of the Chairman, MPPSC. The Chairman, MPPSC shall subject to clause 2.9 endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process. Please note that no invitation will be send to the bidder for pre-bid conference.

2.11 AMENDMENT OF RFP DOCUMENT

- 2.11.1 At any time prior to the deadline for submission of bid, the Chairman, MPPSC may in response to clarifications requested by a bidder or suomoto, modify the RFP document by the issuance of amendment. Any amendment thus issued will be displayed on the website https://www.mpeproc.gov.in and www.mppsc.nic.in.
- 2.11.2 In order to provide the bidders a reasonable time for taking the amendment into account, or for any other reason, the Chairman, MPPSC may, in its sole discretion, extend the Bid Due Date which will be published at the website.

2.12 COMMUNICATION BETWEEN CHAIRMAN AND BIDDERS

- 2.12.1 All communication from the Chairman MPPSC to the Bidders generally will be made by uploading the same on the website https://www.mpeproc.gov.in and www.mppsc.nic.in but Chairman MPPSC at his sole discretion may also communicate at e-mail given by the bidders at the time of purchase or down loading the RFP document.
- 2.12.2 All communication from the Bidders to the Chairman MPPSC must be sent at his email address secretarypsc-mp@nic.in by email of the bidders given as above.
- 2.12.3 Save and except as provided in this RFP document, the Chairman shall not entertain any correspondence of any bidder in relation to the acceptance or rejection of any bid.

2.13 VALIDITY OF BIDS

The bids shall be valid for a period of 90(ninety) days from the Bid Due Date. The validity of bids may be extended by mutual consent of the respective bidders and the Chairman, MPPSC. In case of extension of Bid validity period, the Bid security period will also be extended accordingly. However, the quoted rates should be valid for the initial/ extended period. No request will be considered for price revision during this period

2.14 ACKNOWLEDGEMENT BY BIDDER

It shall be deemed that by submitting the bid the bidder has:

- 2.14.1 Made a complete and careful study of the RFP document;
- 2.14.2 Received all the relevant information from the Chairman, MPPSC;
- 2.14.3 This RFP supersedes and replaces any previous public documentations &communications, and bidders should place no reliance on such communications.
- 2.14.4 Accepted the risk of inadequacy, error or mistake in the information provided in the RFP document or furnished by or on behalf of the Chairman MPPSC relating to any of the matters referred to in this RFP document; and agreed to be bound by the undertakings provided by it under and in terms hereof.
- 2.14.5 The Chairman MPPSC shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning with or relating to the RFP document or the Bidding Process, including any error or mistake therein or in any information or data given by the Chairman MPPSC.

2.15 BID SECURITY

2.15.1 The bidder shall furnish as part of its bid, a Bid Security of Rs. 6,00,000/- (Six Lakhs) only in the form of a mention in clause 2.15.2 valid for 90 days from bid due date and issued by any Nationalized or Scheduled Commercial Bank payable at its branch at Indore in favor of the Secretary, MPPSC. No concessions /exception shall be considered in this regard.

Note: The Bid Security of Rs. 6,00,000/- and cost of RFP Rs. 2,000/- are two separate requirements. The cost of RFP cannot be adjusted in Bid Security.

- 2.15.2 FORM OF BID SECURITY: The Bid Security has to be deposited in the form in anyone of following forms:-
 - (1) Approved interest bearing security; pledged in the name of the Commission.
 - (2) Government promissory notes in National Plan loan pledged in the name of Commission.
 - (3) Post office cash certificates pledged in the name of Commission
 - (4) 10 Years treasure saving deposit certificate pledge in the name of Commission
 - (5) 12 Years national plan saving certificates pledged in the name of Commission

- (6) 10 years National Defense certificate pledged in the name of Commission
- (7) 12 years National Defense Certificate pledged in the Name of Commission
- (8) Debenture
- (9) Demand draft or FDR's on nationalized/Scheduled bank on their branches at Indore city
- (10) B.G. of nationalized/scheduled bank in approved form
- (11) Bank drafts of all Co-operative banks who have obtained the license from Reserve Bank of India subject to condition that the drafts are encashed by the Authority and contracts are allotted only after encashment of drafts. Bidders may choose any of the above mentioned option but Scan copy of the used instrument uploading is compulsory. In absence of Scan copy of instrument used bid shall liable to be rejected.
- 2.15.3 The Chairman, MPPSC shall not be liable to pay any interest on the Bid Security and the same shall be interest free.
- 2.15.4 Bid, not accompanied by the Bid Security or not found in order, shall not be opened and returned to the biddercalled as rejected Bid.
- 2.15.5 The Chairman MPPSC shall be entitled to forfeit and appropriate the Bid Security against genuine pre-estimated compensation / damages to the MPPSC, in any of the events specified in clause 2.15.5 herein below. The bidder, by submitting its bid pursuant to this RFP document, shall be deemed to have acknowledged and confirmed that the MPPSC will suffer loss and damage on account of withdrawal of its bid or for any other default by the bidder during the bid validity period. No relaxation of any kind on Bid Security shall be given to any bidder.
- 2.15.6 Bid Security shall be forfeited and appropriated by the Chairmana gainst genuine pre-estimated compensation and damages payable to the MPPSC for, inter alia, time, cost and effort of the MPPSC without prejudice to any other right or remedy that may be available to the Chairman hereunder or otherwise, under the following conditions:
 - (a) If a bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice;
 - (b) If a bidder withdraws its bid after bid due date or during the period of bid validity as specified in this RFP document and as extended by the Chairman from time to time;
 - (c) If the selected bidder fails within the specified time limit to sign the agreement or not responding the commission query.
 - (d) In case the agreement is terminated as per clause 7
 - (e) Bid Security of unsuccessful bidders will be refunded by the Chairman, MPPSC, without any interest, on signing of Agreement with the Selected Bidder or when the Bidding Process is cancelled by the Chairman, MPPSC.

2.16 CONFIDENTIALITY

Information relating to the examination, clarification, evaluation and recommendation for the bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Chairman , MPPSC in relation to, or matters arising out of, or concerning the Bidding Process The Chairman , MPPSC will treat all the information, submitted as part of

the bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Chairman, MPPSC may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity.

3. PREPARATION AND SUBMISSION OF BID

3.1 LANGUAGE

The bid and all the related correspondence and documents in relation to the Bidding Process shall be in English or Hindi language. Supporting documents and printed literature furnished by the bidder with the bid shall also be in Hindi or English. In case if any of the supporting literature /documents or their parts are not in English or Hindi then their accurate translation in Hindi or English must be attached.

3.2 BID PRICES

The bidder shall express their bid prices (Process Fee) in Indian Rupees. The Prices quoted by the bidder shall remain fixed during the entire period of Agreement contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

3.3 DISCOUNTS, TAXES, DUTIES, LEVIES, FREIGHTS ETC.

- 3.3.1 The Bidders are informed that discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, will not be taken into account for evaluation purposes. The Bidders should also take into account all taxes, levies, freight, insurance etc. The price quoted should be inclusive of all Taxes, Duties, levies, freight; insurance other charges whatsoever.
- 3.3.2 Taxes, Duties, levies, freight, and insurance other charges whatsoever of any type, indicated separately, will not be taken into account for evaluation purposes.
- 3.3.3 Goods and Services Tax (GST) which includes IGST, CGST, SGST/UTGST, GST Compensation Cess (if applicable) shall not be be paid extra. Tender price (quoted rates) shall be inclusive GST. All duties, taxes. Octroi, Royalties, cess, and any other direct or indirect taxes, Levied or to be levied, and/or any change in the rates of such taxes duties, cess, surcharge etc. from any time to time, by the Central Government. State Government, Local Bodies and any other Government Agency or private individuals on the contractor's work shall be inclusive in the quoted rates of the contract and such taxes and duties will be paid by the contractor. Wherever TDS/TCS is required to be deducted by the MPPSC under the Income Tax Act, GST Acts, or any other Act, such taxes and duties shall be deducted at the specified rates from the contractor's bills/deposits. It is clarified that the burden/incidence of

all such taxes and duties is on the contractor and shall deemed to be included in to the quoted rates of the contract. The tender price should be quoted after taking into account Input Tax Credit available to the contractor. The list given in the clause is an illustrative list and not the exhaustive list.

The registered contractor shall issue the Tax Invoice showing the amount of CGST, SGST, ISGT as the case may be, separately, The TDS under GST when applicable shall be deducted as per prevailing rates on the taxable value by the Commission. The other deduction like TDS under Income Tax, Labor Welfare cess etc. Shall be deducted separately.

3.3.4 The Contractor has to get himself registered for Goods & Service Tax with Central & State Tax Authority under the CGST Act 2017, SGST Act 2017 and the rules made there under.

3.4 Preparation and signing of Bid

- 3.4.1 The bidder shall provide all the information sought under this RFP document. The Chairman MPPSC will evaluate only those bids that are received in the required formats and complete in all respects. Incomplete and /or conditional bids shall be liable to be rejected.
- 3.4.2 The bidder shall prepare technical bid together with original/ copies of documents required to be submitted along therewith pursuant to this RFP document.
- 3.4.3 The bid shall be typed and signed by the authorized signatory of the bidder who shall also initial each page. In case of published (printed) documents, only the cover page shall be initialed. All amendments made to the bid shall be initialed by the person signing the bid. The bid shall contain page number and shall be bound together.
- 3.4.4 Bids must be direct, concise, and complete. All information not directly relevant to this RFP should be omitted. Chairman MPPSC shall evaluate the bid based on its clarity and the correctness of its response to the requirements of the project as outlined in this RFP.

3.4.5 The bids shall be submitted in the office of MPPSC, Indore as following:

The Chairman

Madhya Pradesh Public Service Commission Gwalior Boarding House,

Daly College Road, Residency Area

Indore (M.P)452001

From,

Name and address of the Bidder

3.5 EN1 BID SECURITY:

The first envelop numbered as "Envelop # 1" and labeled as "Bid Security for Scanning of Answer Books and On Screen Marking System for Madhya Pradesh Public Service Commission (SAB-OMS)" shall contain following draft/document.

- 3.5.1 Bid Security of Rs. 6, 00,000/- (Rs. Six Lakhs) only in the form of mention in clause 2.15.2 of any nationalized or scheduled commercial bank payable at its local branch at Indore in favor of the Secretary MPPSC.
- 3.5.2 Reference of the EMD is to be mentioned online and a scanned copy of EMD is to be uploaded online.

3.6 EN2 TECHNICAL BID: PRE-QUALIFICATION:

The second envelop numbered as "Envelop #2" labeled as "Technical Bid for Scanning of Answer Books and On Screen Marking System for Madhya Pradesh Public Service Commission" shall contain following documents to demonstrate eligibility criteria as listed in clause 2.1 and evaluation as per clause 4.6 of this RFP to the satisfaction of the ChairmanMPPSC:

- 3.6.1 Annexure -1: Bid Form
- 3.6.2 Annexure -2: Undertaking by Bidder
- 3.6.3 Annexure 3: Bidder Profile
- 3.6.4 Annexure 4 A/B: Power of Attorney (In case of Consortium, it will be signed by all the members)
- 3.6.5 Annexure 5: Earlier experience for evaluation as per clause 4.6. The experience must be supported by completion/satisfaction certificate from the concerned clients.
- 3.6.6 Copy of Memorandum and Articles of Association in case of a corporate body, copy of partnership deed in case of a firm (Including LLP) and copy of registration certificate in case of society; in case of consortium the copy of MOU duly signed by each member along with Copy of Memorandum and Articles of Association in case of a corporate body, copy of partnership firm in case of a firm (Including LLP) and copy of registration certificate in case of society as the case may be of each member of the consortium
- 3.6.7 Certificate of Incorporation if any or relevant registration documents
- 3.6.8 Audited annual financial statement for FY15-16, FY 16-17 and provisional FY 17-18 of the bidder for the last three financial years.
- 3.6.9 Client Reference list (similar domain as per the requirements in this RFP).
- 3.6.10 Live Registration of bidder for income tax, service tax along with certified photocopies. Self-declaration for no pending dues of last financial year's Income tax.

- 3.6.11 RFP document and the annexure duly certified and self-attested on each page by the person signing the bid.
- 3.6.12 Annexure 6 An affidavit by the bidder duly notarized or by their authorized signatory that
 - (a) The information, certified copies of the documents supplied with the Bid and undertakings given / certificates attached are true and correct to the best of his/their knowledge and belief. If any information is subsequently, even after award of contract, is found to be incorrect, the Commission may cancel the award, forfeit his Performance guarantee and debar him from submitting bid in future.
 - (b) There is no enquiry pending against him in any of vigilance organization.
 - (c) The bidder is not ineligible under clause 2.1 of RFP document.
 - (d) Resolution of Board for bid submission
- 3.6.13 Power of Attorney **Authorized Signatory** of the bid to commit the bid (in case of consortium, the power of attorney will be signed by all the members of consortium).

Note: Scanned copy of all the documents mention above being submitted manually is to be uploaded online.

3.7 EN3 TECHNICAL BID: PROJECT SOLUTION:

The third envelop numbered as "Envelop #3" labeled as "Technical Bid: Scanning of Answer Books and On Screen Marking System for Madhya Pradesh Public Service Commission" shall contain following documents:

- 3.7.1 The technical Bid: Project Solution should contain a detailed description of how the Bidder will provide the required services outlined in this Bid. It should articulate in detail, as to how the Bidder's Technical Solution meets the requirements specified in the Bid. The Technical Bid must not contain any pricing information.
- 3.7.2 Any information submitted additional to the required response should be marked as 'Supplementary' and will be furnished as separate section.
- 3.7.3 If the Bidder wishes to propose additional services (or enhanced levels of services) beyond the scope of this Bid, the proposal must include such services as a separate attachment to the Bid.
- 3.7.4 The Project Solution should entail the details covering the following at the minimum (should not be more than 50 pages and hard copy of the PPT of 10 to 15 slides to be presented)
 - (i) Overview of the Proposed Solution that meets the requirements specified in the RFP
 - (ii) Detail of ready to deploy (after customization) Product.
 - (iii) Operational environment
 - (iv) Implementation methodology, project plan and implementation schedule

- (v) Project team structure and its members and their qualification/experience.
- (vi) Quality standards and assurance process and Quality and Security certification of the solution to be followed
- (vii) Risk Identification/Mitigation Strategies
- (viii) Training & Change Management Strategies
- (ix) Key Deliverables (along with example deliverables, where possible).
- (x) Details of H/w and S/w to be supplied at MPPSC HQ
- (xi) Process of data handover to MPPSC after completion of concession period
- 3.7.5 Bidders are advised to describe/ demonstration proposed solution covering all above mentioned points and Technical specifications as per TOR before opening the finalcial bid. Chairman MPPSC reserves the right to take appropriate action in this regard.

3.8 : FINANCIAL BID:

- 3.8.1 Financial Bid will be submitted online through https://www.mpeproc.gov.in/.
- 3.8.2 Prices shall be quoted entirely in Indian Rupees inclusive of all applicable taxes, levies, duties, freight, GST (IGST,CGST, SGST/UTGST and GST compensation) and insurance etc. In case of discrepancy between amount given in words and figures, the details given in words shall prevail.
- 3.8.3 Price shall remain fixed for a period of 5 (Five) years from the date of Notification of award.

3.9 SEALING AND MARKING OF ENVELOPES

The above three sealed envelopes shall be kept in an outer sealed forth Envelop#4 labeled as under:

- 3.9.1 Bid for "Scanning of Answer Books and On Screen Marking System for Madhya Pradesh Public Service Commission"
- 3.9.2 Each of the first and second envelope containing third envelops shall be addressed to:

The Chairman

Madhya Pradesh Public Service Commission

Gwalior Boarding House,

Daly College Road, Residency Area

Indore (M.P.)452001

From,

3.10 COMPLIANCE & COMPLETENESS OF RESPONSE

Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP document carefully. Submission of bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications. The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the bidder's risk and may result in rejection of its proposal and forfeiture of the bid security. The RFP Document is not transferable to any other bidder.

3.11 OPENING OF TECHNICAL BIDS

The Chairman MPPSC or bid opening committee shall open the technical bids (Envelope#1 and #2)on 22-06-2018 in the presence of the bidders who choose to attend.

4. EVALUATION PROCESS

4.1 CLARIFICATIONS FROM BIDDERS FOR EVALUATION OF TECHNICAL BIDS

- 4.1.1 To facilitate evaluation of bids the Chairman MPPSC may, at its sole discretion, seek clarifications from any bidder regarding his bid. Such clarification(s) shall be provided within the time specified by the Chairman MPPSC for this purpose. Any request for clarification and all the clarifications in response thereto shall be in writing by e-mail (secretary-mp@nic.in)
- 4.1.2 If a bidder does not provide clarifications sought under clause 4.1.1 above within the prescribed time, his bid shall liable to be rejected. In case the bid is not rejected, the Chairman, MPPSC may proceed to evaluate the bid by construing the particulars requiring clarification to the best of his understanding, and the bidder shall be barred from subsequently questioning such interpretation of the Chairman, MPPSC.

4.2 EVALUATION OF TECHNICAL BIDS

- 4.2.1 The Chairman, MPPSC will subsequently examine and evaluate bidsin accordance with the eligibility criteria set forth in clause 2.1 and 3.6
- 4.2.2 Bidders are advised that pre-qualification of bidders will be entirely at the discretion of the Chairman, MPPSC. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or Selection will be given.
- 4.2.3 Any information contained in the technical bid shall not in any way be construed as binding on the Chairman, MPPSC or its successors or assigns, but shall be binding on the bidder if the Contract of RFP FOR ONSCREEN MARKING

"Scanning of Answer Books and On Screen Marking System for Madhya Pradesh Public Service Commission" is subsequently awarded to it on the basis of such information.

- 4.2.4 The Bid would be led only by the bidder to whom the RFP document fee receipt has been issued and cannot be transferred to any other entity.
- 4.2.5 The Chairman, MPPSC reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all the bids without assigning any reason.
- 4.2.6 If any information furnished by the bidder is found to be incomplete or contained in formats other than those specified herein, the Chairman, MPPSC may, at his sole discretion, reject the bid.

4.3 BID OPENING COMMITTEE AND BID EVALUATION COMMITTEE

The Bid opening committee constituted by MPPSC shall open the Bid

The bid evaluation committee constituted by MPPSC shall evaluate the tenders. This may involve the representations from field and/or other department's IT experts. The decision of the bid evaluation committee in the evaluation of the Technical and Commercial bids shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the committee. The Chairman MPPSC at his sole discretion may constitute a different bid evaluation committee for Stage I-IV

4.4 SHORT LISTING AND SELECTION OF BIDDER

Bid evaluation process will have 4 stages.

- 4.4.1 Bid opening committee shall open Envelop 1 and 2 sequencially as given clause 2.2, as well as conduct Stage-I evaluation as per clause 4.5
- 4.4.2 Bid evaluation committee will conduct technical evaluation of Stage II and III.
- 4.4.3 The Bid evaluation committee at Stage-II will evaluate Bids as per technical parameters mentioned in clause 3.6 and compare the bids determined to be substantially responsive. It is bid evaluation committee's intent to select the proposal that is most responsive to the project needs and each proposal will be evaluated using the criteria and process outlined in this section.
- 4.4.4 The Bid evaluation committee at Stage-III will examine the clause 4.6.6 and Project Solution proposed by the bidders with respect to compliance, completeness and suitability of the proposal to the project and only the bids which are in compliance to the requirements mentioned in the RFP shall be considered as technically qualified.
- 4.4.5 The evaluation shall be strictly based on the information and supporting documents provided by the bidders. It is the responsibility of the bidders to provide all supporting documents as listed in RFP necessary to fulfill the mandatory eligibility criteria.

- 4.4.6 The Financial bids of only those bidders qualified in the technical evaluation Stage II and Stage III shall be opened.
- 4.4.7 The Bids received will be evaluated on technical and Quality parameters. After evaluation at Stage-I, Stage-II and Stage III, the bid committee constituted by chairman will at Stage IV open financial bid of technically qualified bidders and calculate the final QCBS score.

4.5 STAGE-I EVALUATION OF SUBMISSION OF BID SECURITY AND COST OF THE RFP

- 4.5.1 The bid opening committee will examine whether the bidder has submitted both the Bid Security and the cost of the RFP document as prescribed in clause 2.3 and 2.15.
- 4.5.2 The technical bid of those bidders who have paid both the cost of RFP document and Bid Security, will be opened as define clause 2.0.
- 4.5.3 Bidders who have not submitted either the cost of RFP document or Bid Security or both, will be not be opened and the bids will summarily be rejected and will not be evaluated further.

4.6 STAGE-II EVALUATION OF PRE-QUALIFICATION

Pre – qualification (PQ) bid documentation shall be evaluated as under:

- 4.6.1 The bidder has submitted all required documents as per this RFP (check list annexure- 10)
- 4.6.2 The documentation furnished by the bidder will be checked whether they demonstrate prima facie the bidder's capacity, skill base and other attributes as claimed herein
- 4.6.3 The Chairman MPPSC may ask bidder(s) for additional information, and/or arrange discussions with their professional, technical faculties to verify claims made in bid documentation. If the bidder fails to submit the additional supporting documents, the PQ bid may be rejected.
- 4.6.4 The technical solution proposed in the bid document submitted by the bidder shall be evaluated as per the requirements specified in the RFP and adopting the evaluation criteria spelt out in this document. The Bidders are required to submit all required documentation in support of the evaluation criteria specified (e.g. detailed project citations and completion certificates, client contact information for verification, profiles of project resources and all others) as required for technical evaluation.

Following will be the technical evaluation scheme of Stage II:

- 4.6.5 Each Technical Bid will be assessed for technical score on a scale of 1 (minimum) to 60 (maximum) points. Only the bidders, who score a total Technical score of 35 (Thirty Five) or more, will qualify for the evaluation of their commercial bids. The bidder with less than 35 (Thirty Five) score in technical pre-qualification evaluation will be treated as non-responsive.
- 4.6.6 Envelop 2 of the Bidders who have scored 35 marks or more at this stage II will be opened for Stage III evaluation.

2 age 2

The parameters for stage II prequalification evaluation for SOMS are:

Sr. No.	Technical Parameter – Checklist	Max score
1	The bidder should have Average Annual Turnover of last 3 years from business in INDIA (15-16,16-17 and 17-18)	10
	>= 100 Cr (10 marks)	
	>= 50 Cr. (7 marks)	
	>=10 Cr (4 marks)	
2	The Bidder should be a company/society/ firms (including LLP) registered in India	10
	CMMi level 5 (Service and Development) (10 marks)	
	CMMi level 5 (Development) (7 marks)	
	CMMi level 3 (Development (4 marks)	
3	The Bidder's experience completing project of Scanning Answer Books and on screen Marking System	10
	>= 20 projects (10 marks)	
	>=10 projects (7 marks)	
	>=5 projects (4 marks)	
4	Staff Strength (Permanent Technical Staff)	
	Software/hardware/networking personnels	
	>= 500 (10 marks)	
	>=200 (7 marks)	
	>=50 ((4 marks)	
5	The bidder should have done cumulatively for 3 years On Screen marking of Answer books	10
	>= 12 lacs (10 marks)	
	>=7 lacs (7 marks)	
	>= 3 lacs (4marks)	

6	Results Processing Experience	5
0	No. of candidate results processed by the service provider in last 3 years [Self-declaration document to be enclosed along with details of every relevant project]	5
	>= 5 lacs (5 marks)	
	>= 3 lacs (3 marks)	
	>= 1 lacs (2 marks)	
7	Data Center site to be managed by the bidder/ group of companies for data Security	5
	Data Center: Owned by the bidder/ group of companies with Cert-in Certified infrastructure (5 Marks)	
	Data Center: Owned by the bidder/ group of companies (3 Marks)	
	Data Center: Outsourced by the bidder/ group of companies (2 Marks)	
8	8 Technical Presentation/Solution framework	
	Understanding of the objectives of the assignment : The extent to which the bidders approach and work plan respond to the objectives indicated in the scope of work.	
	Software/Hardware: Proposed methodology, technical support, user friendliness of the software, content management tool, administrative tool, database design, backup, security, training etc.	
	Completeness and responsiveness : The extent to which the proposal responds exhaustively to all the requirements of all the scope of work Proposed project plan detailing out dependencies and assumptions with action plan including infrastructure, manpower deployment	
	Total	100

Note:

- Bid Evaluation Committee will assign points to the bidders as per criteria mentioned above 7 points. The passing score in stage II is 35 out of Total 60 (Sixty)Marks in the above mentioned criteria (Technical Parameter Checklist, Point 1-7).
- 2 For point no 1 clause 2.1.8 will be considered
- 3 In case of consortium evaluation will be done on joint capacity of partners in consortium.
- For point number 2, 3 and 4 only for UPSC/PSC, Govt./Semi Govt. Institutions, Central/state PSU, Central/state Universities/Examination Boards will be considered.

4.7 STAGE -III EVALUATION OF PROJECT SOLUTION

Project Solution presented shall be evaluated as under:

4.7.1 The bidders scoring more than 35 marks in stage-II shall be invited to present the proposed project solution to the evaluation committee for examination.

- 4.7.2 The date, time and venue for the presentation shall be informed to the qualified bidders three days before by the Chairman MPPSC.
- 4.7.3 The technical evaluation of the bid will be based on the bidder's response to the requirements as mentioned in the RFP, which will include the Technical Specifications mentioned in RFP. The bidder shall furnish documentary evidence about technical and Infrastructural capability necessary to perform the contract. Parameters for technical evaluation
- 4.7.4 The project solution-presentation will be evaluated for score on a scale of 1 (minimum) to 40 (maximum) points. Only the bidders, who score a score of 25 (Twenty Five) or more, will qualify or the evaluation of their commercial bids.

4.8 STAGE-IV COMMERCIAL PROPOSAL EVALUATION

- 4.8.1 Commercial Bids of only those bidders will be opened who have qualified at Stage II and III separately and obtained 60 or more marks cumulatively are declared as technically qualified.
- 4.8.2 The Commercial Bid will be rejected if it is found incomplete or not submitted as per RFP.
- 4.8.3 Final successful Bidder will be informed on the basis of **Quality–cum-Cost Based System** (QCBS) SAB-OMS.
- 4.8.4 The Commission reserves the right to reject all/any part of the tender without assigning any reason whatsoever and decision of the Commission in this regard, shall be final and binding. Commission is not bound to disclose the details of the evaluation process in terms of methodology, evaluation criteria and scores.

5. FINAL EVALUATION AND SELECTION OF BIDDER

Final evaluation will be based on the Quality-Cum-Cost Based System (QCBS) as per the following formula.

- 1.1 The total technical and financial scores secured by each bidder will be added using weightage of
 70% > and < 30% > respectively to compute a Composite bid Score.
- 1.2 The bidder securing the highest Composite Bid Score will be adjudicated as the most responsive Bidder for award of the Project. The overall score will be calculated as follows:
 - i. Bn = 0.70 * Tn + 0.30 * Fnk
 - ii. Where
 - iii. Bn = Overall score of bidder (Final Score)
 - iv. Tn = Normalized technical score for the bidder under consideration
 - v. Fn = Normalized financial score of the bidder

- 1.3 In the event the bid composite bid scores are tied ("Tie Bidders") then the Bidder securing the higher Technical marks will be selected.
- 1.4 After selection, a Letter of Acceptance ("LOA") shall be issued by the Chairman to the Selected Bidder to submit Performance Guarantee and sign the agreement within 15 (fifteen) days of the issuance of the LOA.
- 1.5 After submission of the Performance Guarantee the selected Bidder will proceed to sign agreement as enclosed with the RFP at the earliest.

6. PERFORMANCE BANK GUARANTEE

- The Bidder shall at his own expense, deposit with commission, within Fifteen (15) working days of issuance of letter of acceptance or prior to signing of the contract, whichever is earlier, an unconditional and irrevocable Perforkmance Bank Guarantee (PBG) from a Scheduled/nationalized Bank acceptable to MPPSC, payable on demand, for the due performance. This PBG shall be for an amount 10% of Contract value or 30 Lakh for Scanning of Answer Books and Onscreen Marking Project, whichever is higher. All charges whatsoever such as premum, commission, etc. with respect to the PBG shall be borne by the bidder. The PBG shall be valid till 6 months after the expiration of contract period 6 Months or declaration of result whichever is later and should be in the standard format prescribed by Reserve Bank of India. On successfully completion of contract, the PBG will be returned to the SPA after all the contractual liability will be over.
- 6.2 On submission of Performance Guarantee as above and signing the agreement, the bid security of Rs.6,00,000/- shall be released to the bidder
- 6.3 The Project Cost = (Total No of Copy in a year) X (Process Fee as per clause 5)X(Contract Period). It is further clarified that the Project Cost is only calculated for the purpose of determining Performance Guarantee and Penalty. It has no relationship of actual payment to the SPA.

7. RIGHT TO ACCEPT OR REJECT ANY OR ALL THE BIDS

- 7.1 Notwithstanding anything contained in this RFP document, the Chairman reserves the right to accept or reject any bid and to annul the Bidding Process and reject all the bids, at any time without any liability or any obligation for such acceptance, rejection or annulment without assigning any reasons therefore The Chairman reserves the right to reject any bid and / or all the bids if:
- 7.2 At any time, a material misrepresentation is made or uncovered; or

- 7.3 The bidder does not provide, within the time specified by the Chairman, MPPSC, the supplementary information sought by the Chairman for evaluation of the bid.
- In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof that one or more of the prequalification conditions have not been met by the bidder, or the bidder has made material misrepresentation or has given any materially incorrect or false information or has hidden any information, the bidder shall be disqualified forthwith if not yet appointed as the Service Provider. If the bidder has already been issued the Letter of Acceptance (LOA) or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP document, be liable to be terminated by a communication in writing by the Commission to the bidder without the Commission being liable in any manner, whatsoever, to the bidder and without prejudice to any other right or remedy which the Commission may have under this RFP document or under applicable law.
- 7.5 The Chairman, MPPSC/ the Commission reserve the right to verify all the statements, information and documents submitted by the bidder in response to the RFP document. Any such verification or lack of such verification by the Chairman shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the Chairman, MPPSC/ the Commission there under.

8. PROPRIETARY DATA

- 8.1 All the documents and information submitted by the bidder to the Chairman shall remain or becomes the property of the Commission and shall be treated as strictly confidential. The Chairman, MPPSC will not return any bid or any information provided along therewith.
- 8.2 The RFP document and other information supplied by Chairman MPPSC to the bidders shall be treated in confidence and will not be disclosed to others.

9. MISCELLANEOUS

- **9.1** The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at District Indore in Madhya Pradesh shall have exclusive jurisdiction over all the disputes arising under, pursuant to and/ or in connection with, the Bidding Process.
- 9.2 Retain any information and/or evidence submitted to the Chairman by, on behalf of, and/or in relation to any bidder.
- 9.3 It shall be deemed that by submitting the bid, the bidder agrees and releases the Chairman, MPPSC/ the commission, its employees and representatives irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or

- performance of any obligations hereunder and the RFP document, pursuant hereto, and/or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.
- 9.4 The agreement may also be renewed subject to conditions specified for one more year with same price.
- 9.5 Tenders are advised to visit the site sufficiently in advance of the last date fixed for submission of the tender. A tenderer shall be deemed to have full knowledge of all the relevant documents and site etc. whether he inspect them or not.
- 9.6 The bid for the tender being submitted online must be digitally signed using digital certificate of the Individual in case of Individuals/ proprietorships and Authorized representative in case of partnership firm / private Ltd. Companies / public limited companies / joint ventures. In any of the above cases, a lawful power of attorney holder can also obtain the digital certificate to sign on behalf of the individual / organization.
- 9.7 The contractor shall not, without the prior approval of the Controller of Examination of in writing, sublet or assign to any other party or parties, the whole or any portion of work under the contract. Even where such approval is granted the contractor shall not be relieved of any obligation or duty or responsibility which he undertakes under the contract.
- 9.8 The Chairman MPPSC reserves the right to increase or decrease any item or the work during the currency of the contract and contractor will be bound to comply with the order of the Controller in charge without any claim for compensation.

(Dr. Bhaskar Choubey)	(Dr. Rajesh Lal Mehra)	(Smt. Seema Sharma)	(Smt. Renu Pant)
Chairman	Member	Member	Secretary

(Dinesh Jain)	(Kirti Khurasiya)	(Dr. P C Yadav)	(Sanghmitra Gautam)
Dy. Secretary	Dy. Secretary I.T.	Exam Controller	Add. Exam Controller

Page 29

PART II: AGREEMENT

This Agreement is entered into on this the	day of, 20	18		
BETWE	EN			
The MP Public Service Commission having principal office at Indore (Hereinafter referred to as "Commission" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of One Part,				
AND				
M/s, having its registered as the "Service Provider" which expression shall, unless its successors and permitted substitutes) of the Second Parameters.	epugnant to the conte			
WHEREAS				
The MP Public Service Commission Indore (hereinafter referred to as "Commission") has taken a decision to conduct Scanning of Answer Books and On Screen Marking System for Madhya Pradesh Public Service Commission in computer based on line manner.				
The commission had accordingly invited bids vide RFP No/ dated ("RFP") for selection of a bidder for Scanning of Answer Books and On Screen Marking System for Madhya Pradesh Public Service Commission (SAB-OMS) subject to and on the terms and conditions contained in the RFP document.				
After evaluation of the bids so received, to M/s, and issued Letter of Accepta alia for the execution of this Agreement.		·		
Both the parties in accordance with the provisions of RFP has agreed accordingly to enter into this Agreement with the Scanning of Answer Books and On Screen Marking System for Madhya Pradesh Public Service Commission(SAB-OMS) subject to and on the terms and conditions set forth hereinafter.				
The SPA has duly provided the Performance Guaranteeof10% of Contract value or 30 lakh whichever is higherin terms hereto.				

NOW THEREFORE IN CONSIDERATION OF THE PREMISES AND THE MUTUAL COVENANTS HEREINAFTER CONTAINED, THE PARTIES HERETO HEREBY AGREE AND THIS AGREEMENT WITNESSES AS FOLLOWS:

1. PRELIMINARY

1.1 DEFINITIONS AND INTERPRETATION

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them:

- 1.1.1 "Accounting Year" means the financial year commencing from 1st April of any calendar year and ending on 31st March of the next calendar year.
- 1.1.2 "Administrative Department" means Department of General Administration Government Of Madhya Pradesh.
- 1.1.3 "Agreement" means this Agreement, its Recitals, Schedules and Annexure hereto, letter of acceptance, RFP including TOR, any amendments thereto made in accordance with the provisions contained in this Agreement/RFP, Service providing agency's bid submitted in response to the RFP, and FRS prepared as per agreement.
- 1.1.4 "Agreement Period" means the period beginning from date of signing of agreement by the Chairman and ending at the end of **5(Five)** years of commencement date unless terminated earlier or extended in terms hereof.
- 1.1.5 "Applicable Laws" means all laws, promulgated or brought into force and effect by the State Government and/or the Government of India including rules, regulations and notifications made there-under, and judgments, decrees, injunctions, writs and orders of any court of record, applicable to this Agreement and the exercise performance and discharge of the respective rights and obligations of the parties hereunder, as may be, in force and effective during the subsistence of this Agreement.
- 1.1.6 "Applicable Permits" means all clearances, permits, authorizations, consents and approvals required to be obtained or maintained under Applicable Laws in connection with the establishing Examination Centers and conducting Examination during the subsistence of this Agreement.
- 1.1.7 "Commencement Date" means The date which falls after 30 days of notice of commencement of first Examination for which Scanning of Answer Books and On Screen Marking System is to be implemented for Madhya Pradesh Public Service Commission, or Scanning of Answer Books and On Screen Marking System is implemented for Madhya Pradesh Public Service Commission whichever is earlier.
- 1.1.8 "Commission" means Madhya Pradesh Public Service Commission having its office in Indore.
- 1.1.9 "Confidential Information " means all information to which the SPA has access including but not restricted to data which relates to the Examination Result, Question Paper, Examination Process and Procedures, Question Bank and source of Question bank, Candidates details,technical, commercial and financial information, techniques, models, data, source code, object code, documentation, manuals, flow charts, research, process, procedures, functions, customer names and other information related to customers, suppliers, products, developments, operations, processes, data trade secrets, know-how and personal of each party and its affiliates which is

discloses to or otherwise learned by the other Party and all other information which may be disclosed by one Party or to which the other party may be provided access by the disclosing Party or other in accordance with this Agreement, or which is generated as a result of, incidental to or in connection with the Business Purposes, which is not generally available to the public.

Notwithstanding any other provision of this Agreement, Confidential Information shall not include any information that:-

- (i) is, now or subsequently becomes public knowledge other than by breach of the provision of this Agreement; or
- (ii) is in the possession of the Party with the full right to disclose prior to its receipt from the Disclosing Party, as evidenced by written record; or
- (iii) is independently received by the Receiving Party from a third party, with no restrictions on disclosure from such third party.
- (iv) is independently developed by receiving Party without reference to or based on Confidential Information of the Disclosing Party.
- 1.1.10 "Date of complete conduct of an examination" means the date one month after the date of publishing the result at website
- 1.1.11 "Encumbrances" means any encumbrance on any part of the conduct of examination such as any promise, accident death of personnel involved in assignment, privilege or priority of any kind having the effect of security or other such obligations and shall include without limitation any designation of loss, payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the conduct of examination wherever applicable herein
- 1.1.12 "Examination" means Mains examination conducted by the commission.
- 1.1.13 "Force Majeure" or "Force Majeure Event" means an act, event, condition or occurrence specified which is not in the control of any party to the Agreement.
- 1.1.14 "Good Industry Practice" means those practices, methods, techniques, standards, skills, diligence and prudence which are generally and reasonably expected and accepted internationally from a reasonably skilled and experienced SPA engaged in the same type of undertaking as envisaged under this Agreement and acting generally in accordance with the provisions of applicable laws and would mean good practices in the management of SAB-OMS and which would be expected to result in the performance of its obligations by the SPA in the operation and maintenance of the Application of SAB-OMS in accordance with this Agreement, applicable laws, applicable permits, reliability, safety and efficiency.
- 1.1.15 "LOA" means the Letter of Acceptance.
- 1.1.16 "Service Provider Agency" means the authorized Agency/firm which shall undertake and perform the obligations and exercise the rights of the Agency/firm under the LOA and the Agreement, for SAB-OMS
- 1.1.17 "Parties" means the parties to this Agreement collectively and "Party" shall mean any of the Party to this Agreement individually.
- 1.1.18 "Process Fee" means the fee, determined as per section 5.1 of this agreement.

- 1.1.19 RFP means notice no.....inviting bid, whole bidding document and its amendments for "
 Scanning of Answer Books and On Screen Marking System for Madhya Pradesh Public Service
 Commission "
- 1.1.20 "Project Cost" means the cost calculated as per clause 6.3.
- 1.1.21 "Rs." Or "Rupees" means the lawful currency of the Republic of India.
- 1.1.22 "Commission's Representative" means such person as may be authorized in writing by the Chairman to act on Commission's behalf under this Agreement.
- 1.1.23 "Specifications and Standards" means the relevant specifications and standards for On Screen Marking of Answer Books of Mains Examination conducted by MPPSC.
- 1.1.24 "Termination" means the expiry or termination of this Agreement and the Rights toconduct scanning of Answer Books and Onscreen marking hereunder.
- 1.1.25 "Termination Date" means the date on which this Agreement expires pursuant to the provisions of this Agreement or is terminated by a Termination Notice whichever is earlier.
- 1.1.26 "Termination Notice" means the communication issued in accordance with this Agreement by any one Party to the other Party terminating this Agreement
- 1.1.27 Terms of Reference means part three of the RFP document

1.2 INTERPRETATION

In the Agreement, except where the context requires otherwise:

- i. words indicating one gender include all genders;
- ii. words indicating the singular also include the plural and words indicating the plural also include the singular;
- iii. provisions including the word "agree", "agreed" or "agreement" require the agreement to be record in writing;
- iv. written" or "in writing" means hand-written, type-written, printed or electronically made, and resulting in a permanent record; and

2. SCOPE OF WORK

The scope of the work under this Agreement shall mean the scope of work defined in the Terms of Reference (TOR).

3. WORK ORDER

Work order for Scanning of Answer Books and On Screen Marking System for Madhya Pradesh Public Service will be issued as provided in the Terms of Reference (TOR)

4. IMPLEMENTATION

Implementation of the project of Scanning of Answer Books and on Screen Marking for Madhya Pradesh Public Service Commission will be as provided in the Terms of Reference (TOR).

5. PROCESS FEE AND PAYMENT TO SPA

- 5.1 The process fee for this agreement is @ Rsper answer book scanning and system for on screen marking as has been offered by the successful Bidder in response to this RFP and accepted by the commission
- 5.2 The Process Fee will remain fix for the entire period of the Agreement
- 5.3 After allotment of an examination to the SPA for operating SAB-OMS, the SPA will be entitled for payment of process fee for number copies have scanned and evaluated. The payment will be made as per the clause 5.4 on raising bill after scanning, evaluation and preparation of result by the SPA, but in case of not fulfilling this obligation Commission reserve the right to forfeit the fee or make payment of partial fee as it deem fit.
- 5.4 The SPA shall be entitled for the receipt of the process fee as payment on raising bill as prescribed and as per lawful deduction(applicable taxes) as following:
 - i. 20% of payable process fees after scanning of answer books
 - ii. 55% of the payable process fee after onscreen marking is done and result for written(Mains) is prepared.
 - iii. Rest 25% of payable process fee after date of declaration of final result.

6. OBLIGATIONS OF THE SPA

- 6.1 As provided in the Terms of Reference (TOR)/RFP.
- 6.2 The SPA will not create any encumbrance on the Commission.
- 6.3 The SPA will provide all information related to end to end process and evaluation software when will be needed by the Commission.
- 6.4 The SPA or any of his employees will not involve in the following activities which will be termed as misconduct:
 - 6.4.1 Disclose marks scored by candidates before declaration of result by the commission.
 - 6.4.2 Disclosing names of evaluators and superintendent of evaluation centers and any information of activities related to evaluation centers/evaluation process.
 - 6.4.3 Help evaluators in identifying candidates
 - 6.4.4 Allow entry of persons in the evaluation centres that are not authorized by the MPPSC.
- 6.5 The SPA will ensure that the employees whose relatives have applied in the examination then such employees should be kept away from the examination process.
- 6.6 The SPA will not advertise this award of contract but however he may use it as its qualification whenever he competes in bidding process of similar type of projects.

- 6.7 The SPA will not advertise its insignias, emblems, logos, identity etc...during the examination.
- 6.8 The SPA will abide by all applicable law and seek all applicable permissions for the project.
- 6.9 The SPA will take all precautionary and safety measures for implementation of Scanning of Answer Books and On Screen Marking System.

7. OBLIGATIONS OF COMMISSION

As provided in the Terms of Reference (TOR).

8. PERFORMANCE BANK GUARANTEE

- 8.1 The SPA has to submit Bank Guarantee, payable on demand as performance Guarantee for the due and faithful performance of its obligations during the Agreement Period valid till One year after the date of completion of agreement in case of SAB-OMS, he has to submit Rs. 30 (Thirty Lakhs) or 10 % of the Project cost whichever is higher.
- 8.2 The Performance Guarantee shall be released by the Commission to the SPA, 6 months after upon satisfactory completion of the Agreementor declaration of result whichever is later. In the event the SPA is in breach of the terms of the Agreement during the Agreement period, the Commission shall, without prejudice to its other rights and remedies hereunder or in law appropriate such amounts as may have been determined, from the Performance Guarantee/from the pending dues/bills as Penalty/damages for such SPA's default. Upon such appropriation from the Performance Guarantee, the SPA shall, within 15 days thereof, replenish, in case of partial appropriation, to its original level, and in case of appropriation of the entire Performance Guarantee provide fresh Performance Guarantee, as the case may be, failing which the Commission shall be entitled to terminate this Agreement in accordance with Clause 16.

9. INDEMNITY

The SPA hereby undertakes to indemnify and hold the Commission harmless arising due to action/conduct of SPAagainst all costs, damages, liabilities, expenses arising out of any third party claims relating to torts or contracts relatable to the **Implementation of Scanning of Answer Books and On Screen Marking System.**

10. RENEWAL OF AGREEMENT

At least two months prior to the expiry of this agreement, the SPA shall apply in writing to the Commission if he is willing to continue with the agreement for a further period of 1 (one) year. Provided that SPA can apply only if it has complied with all the terms and conditions of the agreement and he is not in breach of any of the terms of the agreement which has been notified by the Commission. In case the SPA is in breach of any of the terms and conditions of the agreement resulting in an event of default, the renewal the agreement shall be subject to the SPA rectifying the breach within a cure period of 30 days and failure to rectify such breach shall not entitle the SPA for renewal of right to operate.

- 10.2 The Commission on receipt of application as per clause 10.1 above may on his sole discretion consider the application and extend the period of Agreement with same conditions. Further it shall not be binding on the Chairman MPPSC to extend the period of agreement and he may reject application without assigning any reason.
- 10.3 For the avoidance of doubt it is clarified that if the SPA does not make any application to the Commission within the time provided in this clause, it may be deemed that he is not willing for renewal of right to operate and no application contrary to the same may be entertained thereafter.

11. FORCE MAJEURE

- 11.1 The SPA or Commission, as the case may be, shall be entitled to initially suspend the performance of its respective obligations under this Agreement to the extent that the SPA or Commission as the case may be, is unable to render such performance by an event of Force Majeure (a "Force Majeure Event")
- 11.2 In this Agreement, no event or circumstance and/or no combination of circumstances shall be treated as a "Force Majeure Event" unless it satisfies all the following conditions:
 - i. Materially and adversely affects the performance of an obligation;
 - ii. Is beyond the reasonable control of the affected Party;
 - iii. Affected party could not have prevented or reasonable overcome with the exercise of good industry practice or reasonable skill and care;
 - iv. Do not result from the negligence or misconduct of Affected Party or the failure of Affected Party to perform its obligations hereunder;
 - v. Which, by it or consequently disables either party to perform its respective obligations under this Agreement.
- 11.3 Notice of event of Force Majeure: In case of force majeure situation, the SPA shall notify in writing with adequate proof of such conditions and the cause thereof unless otherwise directed by the commission in writing, the SPA will continue to perform its obligation under the contract as far as it is reasonable practical and shall seek all reasonable means for performance not prevented by force majeure events

12. MITIGATION

The party claiming to be affected by a force majeure event shall take all reasonable steps to prevent, reduce to a minimum and mitigate the effect of such force majeure event. The affected party shall also make efforts to resume performance of its obligations under this agreement as soon as possible and upon resumption, shall forthwith notify the other party of the same in writing

13. DISCLOSURE

The SPA shall make available for inspection during normal business hours on all working days all relevant records and reports to the Commission or its authorized representative as and when required.

14. NON DISCLOSURE CLAUSE

14.1. Both the parties to this agreement agrees

- 14.1.1 To protect and safeguard the Confidential Information against unauthorized use, publication or disclosure.
- 14.1.2 Not to, directly or indirectly, in any way, reveal, report, publish, disclose, transfer or otherwise use any of the Confidential Information in accordance with this Agreement.
- 14.1.3 Not to use any, Confidential Information to unfairly compete or obtain unfair advantage vis-a-vis Disclosing Party in any commercial activity.
- 14.1.4 To not to enter into any communication involving disclosure of Confidential Information in any form with either the beneficiaries or the users of Software Application, without written consent of the Disclosing Party.
- 14.1.5 To not to disclose any names and their particulars to third parties without the written consent by the Disclosing party.

14.2 The SPA further agrees

- 14.2.1 To furnish the details including names and phone numbers of persons (Directors, Project Manager/TL/DBA/ System Administrator) who have the right to access the Confidential Information of the application from backend and shall furnish the Audit log to the Disclosing Party on bi-weekly basis. Any changes in the persons or their role shall be duly intimated to the Disclosing Party within 3 days.
- 14.2.2 To restrict access to the Confidential Information to those of its officers, directors and employees whose name has been furnished as per above condition
- 14.2.3 Not to entertain any requests made by the users and the users of the software application to make changes or carry out any action involving reversal from the set process under any circumstances which requires accessing the confidential information from the backend, unless a prior written consent is taken from the Commission or any other person specifically authorized in this regard to do so.
- 14.2.4 To instruct each of the persons to whom it provides access to any of the Confidential Information, that such persons are strictly prohibited from making any use, publishing or otherwise disclosing to others, or permitting others to use for their benefit or to the detriment of the Commission, any of the Confidential Information and, upon Request of the Commission, to provide the Commission with a copy of a written agreement to that effect signed by such persons.
- 14.2.5 To comply with any other reasonable security measures requested in writing by the Commission.

15. REPORTING UNAUTHORIZED DISCLOSURE OR MISUSE OF CONFIDENTIAL INFORMATION.

The Receiving Party understands and acknowledge that any disclosure or misappropriation or misuse by any person of any Confidential information upon the receiving party having notice or knowledge of the same.

16. DEFAULT AND TERMINATION

16.1 SPA- EVENT OF DEFAULT

- 16.1.1 For the purposes of this Agreement, each of the following event or circumstance, to the extent not caused by a default of the Commission or are not Force Majeure Events, shall be considered as event of default of the SPA (the "SPA Event of Default") which, if not remedied within the Cure Period of 15 (fifteen) days upon receipt of written notice from the Commission, shall provide the Commission, the right to terminate this Agreement in accordance with Clause 13.3
- Any breach, including but not limited to the events specified hereunder, by the SPA of its obligations under this Agreement, and such breach if capable of being remedied, is not remedied within 15 days of receipt of written notice from Commission specifying such breach and requiring the SPA to remedy the same;
- 16.1.3 Any representation or warranty of the SPA herein contained which is, as of the date hereof, found to be materially false, incorrect or misleading or the SPA is at any time hereafter found to be in breach thereof.
- 16.1.4 Suspension by the SPA of the scanning of answer books or on screen evaluation for more than one day in agreed period.
- 16.1.5 Failure of the SPA to comply with the prescribed Standard Operating Procedures
- 16.1.6 The SPA is ordered to wind up by the order of a court; filing of a petition for voluntary winding up by the SPA, or levy of an execution or restraint on the SPA's assets, or appointment of a provisional liquidator, administrator, trustee or receiver of the whole or substantially whole of the undertaking of SPA by a court of competent jurisdiction;
- 16.1.7 The SPA is adjudged bankrupt or insolvent, or if a trustee or receiver is appointed for the SPA or for the whole or material part of its assets that has a material bearing on the conduct of SAB-OMS.
- 16.1.8 The SPA has been, or is in the process of being liquidated, dissolved, wound-up, amalgamated or reconstituted in a manner that would cause, in the reasonable opinion of the Commission, a Material Adverse Effect;
- 16.1.9 The SPA using or permitting or causing the use of the Examination Centers for purposes other than conducting Exam during the dates assigned by MPPSC for conducting Exam. The SPA doing or permitting to do any act, matter, deed or thing in violation of Applicable Law and/or Applicable Permits;

16.1.10	Commits a breach of its any obligations as contained in this Agreement		
16.1.11	Failure to comply with Infrastructural requirement as laid down in TOR		
16.1.12	Failure to comply with Security norms and measures as given in TOR		
16.1.13	Negligence in duly complying with Quality norms and procedures as laid down in TOR		
16.1.14	Inadequate training to end users leading to delays in processing and declaration of results		
16.1.15	Commits any breach of its obligations which leads to Examination data related		
	leakage/theft/manipulation or data gets destroyed in any circumstances.		
16.1.16	Unable to fulfill the audit non compliances		
16.1.17	Failure to provide information regarding Examinee's result as defined in TOR;		
16.1.18	Failure to make arrangements as laid down in this Agreement		
16.1.19	Non replenishment of Performance Guarantee as mentioned in clause 8 of this agreement.		
16.1.20	Breach of confidential information as given in this Agreement		

16.2 COMMISSION - EVENT OF DEFAULT

For the purposes of this agreement, each of the following event or circumstance, to the extent not caused by a default of the spa or are not force majeure events, shall be considered, as events of default of commission ("commission-event of default"), which shall provide the spa the right to terminate this agreement in accordance with clause 17:

- 16.2.1 Commits a breach of its any obligations as contained in this Agreement
- 16.2.2 Failure to pay process fee as agreed for SAB-OMS.
- 16.2.3 Breach of confidential information as given in this Agreement

17. NOTICE OF TERMINATION

Without prejudice to any other right or remedies which the non-defaulting Party may have under this Agreement, upon the occurrence of either an SPA Event of Default or a Commission Event of Default, the defaulting Party shall be liable for the breach caused and consequences thereof and the non-defaulting Party shall have the right to issue a notice expressing its intention to terminate this Agreement to the other Party ("Notice of Intention to Terminate"). Upon the issuance of a Notice of Intention to Terminate, the defaulting Party shall have the right to rectify or cure the breach within 15 days of receipt of such Notice of Intention to Terminate ("Cure Period"). If the breach is not rectified by the defaulting Party within the Cure Period, the non-defaulting Party shall have the right to terminate this Agreement by issuance of a termination notice ("Termination Notice"). Notwithstanding anything contained in the Agreement, the SPA cannot exercise the right to issue Notice of Intention to Terminate after 60 days of signing this Agreement.

Save and except as otherwise provided in this Agreement and without prejudice to any other right or remedy which Commission may have in respect thereof under this Agreement, upon the occurrence of any breach by the SPA under this Agreement including any Event of Default, the Chairman shall be entitled to appropriate the Performance Guarantee and to terminate this Agreement by a communication

in writing ("Termination Notice") to the SPA, if it has failed to cure such breach or default within the period provided for in the same notice.

18. DISPUTE AND ITS RESOLUTION

Save where expressly stated to the contrary in this Agreement, any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to this Agreement and so notified in writing by either Party to the other ("Dispute") in the first instance shall be attempted to be resolved in accordance with the procedure set forth below:

18.1 Amicable Resolution

In the event of any Dispute, the parties shall make efforts to settle such dispute amicably.

18.2 Arbitration

18.2.1 Any Dispute, which is not resolved amicably, as provided above, shall be finally decided by the Arbitration Board consisting of 3 Arbitrator, one nominated by the Principle Secretary GAD, second arbitrator nominated by the Commission and third by the SPA in accordance with provisions of THE ARBITRATION AND CONCILIATION ACT, 1996

18.2.2 Both the parties will pay remuneration to the arbitrators appointed by them respectively and share 50% of remuneration paid to the arbitrator appointed by PSGAD and other expenses occurred during the process of arbitration.

- 18.2.3 The jurisdiction of all the challenges arising out of the agreement or to its implementation shall be the district court of Indore and high court in Madhya pradesh.
- 18.2.4 The parties undertake to carry out any decision or award of the arbitrator ("Award") without delay. Awards relating to any dispute shall be final and binding on the parties from the date they are made.
- 18.2.5 The parties agree that an Award may be enforced against the SPA and the Commission, as the case may be, and their respective assets wherever situated.
- 18.2.6 Except where the dispute arises from the termination of the Agreement, this Agreement and rights and obligations of the parties shall remain in full force and effect pending the Award in any arbitration proceeding hereunder.

19. PROPERTY OF THE PARTIES

All Confidential information disclosed pursuant to this Agreement shall be and remain the property of the Disclosing Party. Nothing in this agreement shall be construed as granting or conferring any rights whatsoever, whether expressly, impliedly or otherwise, in respect of the Confidential Information to the Receiving party, and the Confidential Information will be used only for the purposes of this Agreement.

20. GOVERNING LAW AND JURISDICTION

This Agreement shall be construed and interpreted in accordance with the Applicable Laws and the Courts in Madhya Pradesh shall have jurisdiction over all matters arising out of or relating to this Agreement.

21. SURVIVAL

Termination of this Agreement

- shall not relieve the SPA or Commission of any obligations hereunder which expressly or by implication survives Termination hereof, and
- 21.2 except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligation or liability for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such termination.

22. ENTIRE AGREEMENT:

This Agreement, authorization letter and Terms of Reference (TOR) along with its annexure constitute a complete and exclusive statement of the terms of the Agreement between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless expressly previously approved in writing by the Commission and executed by the person expressly authorized by a resolution of the SPA in this behalf.

23. NOTICES

Any notice or other communication to be given by a Party to the other Party, under or in connection with the matters contemplated by this Agreement, shall be in writing and shall:

- in the case of the SPA, be marked for the attention of the person set out opposite the corresponding signature below or to such other address marked for such other attention as the SPA may from time to time designate by notice to the provided that notices or other communications be confirmed by sending a copy thereof by registered acknowledgement due, or by courier and/or also be sent by facsimile to the number as the SPA may from time to time designate by notice to Commission; and
- in the case of Commission be given by letter and be addressed to the Chairman
- 23.3 Copy of all the notices shall also be sent by registered acknowledgement due.

24. SEVERABILITY

If for any reason whatever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid,

Page 41

illegal or unenforceable provision. Failure to agree upon any such provision shall not be subject to dispute resolution under this Agreement or otherwise.

25. NO PARTNERSHIP

Nothing contained in this Agreement shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever.

26. COUNTERPARTS

This Agreement may be executed in two counterparts, each of which when executed and delivered shall constitute an original of this Agreement.

IN WITNESS WHEREOF THE, PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN

For and on behalf of the Commission by	For and on behalf of the SPA by:
(Signature)	(Signature)
(Name)	(Name)
(Designation)	(Designation)
SIGNED, SEALED AND DELIVERED	SIGNED, SEALED AND DELIVERED

In the presence of:

(Dr. Bhaskar Choubey)	(Dr. Rajesh Lal Mehra)	(Smt. Seema Sharma)	(Smt. Renu Pant) Secretary
Chairman	Member	Member	
(Dinesh Jain) Dy. Secretary	(Kirti Khurasiya)	(Dr. P C Yadav)	(Sanghmitra Gautam)
	Dy. Secretary I.T.	Exam Controller	Add. Exam Controller

3. PART III: TERMS OF REFERENCE

Scanning of Answer Books and On Screen Marking System for Madhya Pradesh Public Service Commission

Back Ground

27. GENERAL

The Madhya Pradesh Public Service Commission (MPPSC) is an institution constituted under section 315 of the constitution, which has mandate to conduct competitive examination for recruitment of officers and executive employees for various departments of Government of Madhya Pradesh. The main objectives are to conduct the examination in free fair and transparent manner so as enkindle faith in neutrality of the commission. The commission conducts around 10 examinations per year in addition to state service examination.

The prime **focus** of the Commission is to ensure:

- 1. Integrity and sacredness of examination,
- 2. Maintain secrecy till results are declared
- 3. Transparency
- 4. Impartiality, accountability in whole process of competitive examination;
- 5. Improve examination and evaluation practices;

To achieve these objectives, the Commission:

- 1. Prescribe scheme of examination to select suitable candidates for advertised posts.
- 2. Prescribe syllabus for various examinations.
- 3. Prescribes the Terms & Condition for conduct of competitive examination to select suitable candidates.

In order to increase transparency, accuracy, impartiality along with reduction in time of conduct of Examination, the Commission has decided to automate /computerize process of conduct and management of examination in PPP mode.

The Commission will assign various Examinations process to Service Provider as agreed to conduct the examination process and in lieu of conduct of examination process SPA will get process fee as agreed.

MPPSC wants to implement an automated solution for the entire exam processing cycle right from announcement of the examination to publication of result from the system with minimum human intervention and high security measures.

The authorized Agency (SPA) need to deliverapplication/system for Answer Book Scanning and On-Screen Marking/Evaluation of State Civil Services, State Forest Services and State Engineering Services Mains Examination.

Candidates equaling 15 times of the vacancy are declared qualified on the basis of preliminary examination to appear the main examination. Candidate has to take 6 papers in the examination.

Details of vacancies advertised, candidates appeared in prelims examination, candidates qualified and appeared in the main examination for the last eight years are as following:

State Service Examination	Advertised vacancies	Candidates for Plelims Exam	Candidates for main examination		Year of Examination
			Qualified	Appeared	
2009	395		5485	4221	2011
2010	323		4929	3946	2012
2011			N/A		
2012	400		6570	5109	2013
2013			11000	11000	2014
2014	591		8865	8865	2015
2015	400		6000	6000	2016
2016	255		3825	3825	2016
2017	507		7605	7605	2017
2018	200		3000		2018

For the State Services examination 3 papers (2 copy 36 pages each) answer books & 3 papers with 48 pages answer books will be provided to each applicant.

28. SCOPE OF WORK

The deliverables of this scanning answer books and onscreen evaluation system are divided into following categories:

- 1. Providing Infrastructure
 - a. Scanning Unit

- b. Hardware for evaluation (Laptop/Computer/Network (LAN) and Servers) for 100 evaluator/examiners
- 2. Software for
 - a. Scanning and Storing scanned Answer Books
 - b. On screen marking and Evaluation by Examiners
- 3. Generation of result(For SAB-OMS and interview marks integration and preparing final result)
- 4. Testing
- 5. Training
- 6. Alerts/Security
- 7. Portability of Data
- 8. MIS and RTI

29. OBLIGATION OF THE SPA

29.1 GENERAL (FUNCTIONAL REQUIREMENTS)

- 29.1.1 Prepare Functional Requirement Specification (FRS) of system as applicable for the Commission of Scanning Answer books and Onscreen Marking System.
- 29.1.2 The selected SPA shall be responsible to customize, install, configure and maintain application software to automate process of Scanning of Answer Books and Onscreen Marking system for MPPSC as per FRS as approved by MPPSC.
- 29.1.3 For smooth conduct of scanning and evaluation SPA will provide specifications for Hardware and Software required at all stages of the SAB-OMS i.e. at, Scanning Centres, and for Devices and systems to be used for surveillances and audit[as applicable.]
- 29.1.4 SPA will allow third party audit for the Scanning Centres, and post Evaluation for SAB-OMS for the authenticity of data by a third party if MPPSC desire to do so. Audits and/or inspections under the Contract Agreement shall be conducted during normal working hours of the Bidder solely in connection with the activities in relation to the Contract Agreement and upon reasonable advance written notice of not less than 15 days to Bidder at the cost of MPPSC.
- 29.1.5 To provide documented inputs and support for handling:
 - i) Students queries
 - ii) Press interaction
 - iii) RTI queries
 - iv) Court Cases
- 29.1.6 The SAB-OMS must provide a safe, secure and user-friendly scoring/marking environment.

- 29.1.7 The system must employ a framework that ensures the most efficient processing time.
- 29.1.8 The system must have provision for reading Candidate Name, Roll Number and Answer Book Number from first page using an intelligent OMR mechanism. System must have provision for reading barcode from each page.
- 29.1.9 The system should have User/Password, Digital Signature, Biometric based authentication system to ensure high level accountability and security.
- 29.1.10 The system should not display the first page of Answer book that has detail of candidate, to the examiner/evaluator while they are making evaluation on marking on-screen system.
- 29.1.11 The first page of answer sheet or candidate information should visible after proper authentication (Digital/Biometric based) to only controller of examination if required. All transaction log should be there for audit.
- 29.1.12 System should have facility to ensure that post evaluation cover page of answer books not changed or mixed up.
- 29.1.13 System should provide facility of randomly allocation of Answer-books to the Evaluators.
- 29.1.14 The system must provide for a rapid-response framework for arbitration and handling scoring discrepancies.
- 29.1.15 The system must provide for real-time, live reporting of scoring progress and accurate time projections for reporting of results.
- 29.1.16 The system must employ a framework that allows setting scoring rubrics and resource reallocation separately for each exam as prescribed by MPPSC.
- 29.1.17 The system should be capable of implementing allocation strategies as prescribed by MPPSC.
- 29.1.18 Every answer-book will be evaluated by two evaluators and sometime on need by more than two evaluators. The system must allow for the evaluation of each copy by two or more evaluators and with complex, multi-level scoring rubrics.
- 29.1.19 The system should capable of storing the name and address of the examiners in the system.
- 29.1.20 System should generate list of marks given by one examiner along with the name of Examiner Software application should have provisions while evaluating copy, the **evaluator should notbe able to see marks awarded by previous evaluators** but supervisor must be able to see the marks awarded by the evaluators working in his supervision.
- 29.1.21 Supervisor should be able to check lowest and highest marked copy of the evaluator and recheck atleast 20% of the copies of one evaluator.
- 29.1.22 Generally the average marks of both the examiners will be awarded unless otherwise decided by the MPPSC.
- 29.1.23 In case the difference of marks between both the examiners is more than a certain percentage (as defined by MPPSC), the exam controller should have rights to send the answer book for 3rd or 4th level evaluation.
- 29.1.24 While evaluating an answer book, if examiner find name of the candidate or any identification sign on answer book, he/she should have option to report the same to the Exam Controller.
- 29.1.25 The Application should provide image processing libraries that support image enhancements such as changing contrast, zoom in/out, cleaning etc. and other imaging features like compression and extraction etc.

- 29.1.26 Scanned images of answer books are to be distributed electronically and marked on-screen by examiners using an e-marking system in a secure environment.
- 29.1.27 The system should be able to set daily minimum and maximum quota of answer books to be assigned to each examiner for marking.
- 29.1.28 The system must allow for real-time monitoring and evaluation of test scores and questions by administrators, or other relevant personnel. The system must demonstrate mechanisms for heightened accuracy for subjective question responses.
- 29.1.29 The system must demonstrate integrated security mechanisms (such as serial numbers on each page)
- 29.1.30 Solution should be highly flexible and customizable to accommodate any change in the marking process workflow at any point of time in terms of allocation strategies, marking schemes, work re-assignment etc.
- 29.1.31 On-screen marking application should have provision for providing training to the examiners using real exam answer book images where examiners can mark practice books to familiarize themselves with the system, techniques and procedures.
- 29.1.32 The system should be capable of handling different response formats like images, scanned copies
- 29.1.33 A model guidelines of the every question paper will be given to evaluator and he will checked them accordingly.
- 29.1.34 The system should be able to capture the remarks and comments made on the answer sheet by the evaluators.
- 29.1.35 The system should have the provision of annotations for correcting, circling, highlighting, striking etc. to replicate traditional marking which would be automatically saved/ stored on completion of marking the answer book.
- 29.1.36 The system should automatically sum up the total marks pertaining to that answer book and ensure no question is left unchecked.
- 29.1.37 Examiners should be able to pause the marking in between in case of any emergencies and can later resume from the state where they left.
- 29.1.38 Marks assigned for each answer book along with other details must be stored in a secure database in encrypted mode.
- 29.1.39 The system should be able to archive the answer booksfor a defined retention period as prescribed by MPPSC.
- 29.1.40 System should support definition of Users, Groups and Roles in the system and have provision for creating different types/roles of users such as examiners, senior examiners, supervisors, administrators, Exam Controller, etc. As per requirement of MPPSC. System should also have provision for assigning privileges to each role.
- 29.1.41 System should have provision for long-term archival and preservation of marked answer books and should be capable of archiving answer books in any order such as: year-wise, course-wise, stream-wise, subject-wise and any other desired format as prescribed by MPPSC. SPA will provide complete list of the marks, roll number wise, category wise(SC|ST|OBC|UR|Handicapped|Ladies|Ex-Servicemen|etc).

- 29.1.42 System should have provision to provide certified copies of evaluated answer books to candidates online on request as prescribed by MPPSC.
- 29.1.43 The system should provide extensive search facility to retrieve answer books, documents or Folders/Files
- 29.1.44 The system can be able to show relevant question paper to the evaluator along with the answer sheets.
- 29.1.45 SPA will give date wise bills of the copies checked by evaluators as and when required.
- 29.1.46 SPA will give list with the barcode & marks allotted by evaluator each day to exam controller.
- 29.1.47 SPA will give attendance list of evaluators with checked number of copies everyday.

GENERAL (TECHNICAL REQUIREMENTS) FOR SAB-OMS

- 29.1.48 All the Hardware for evaluation (Laptop, Network Setup(LAN), Servers) and Software will be provided by Selected bidder.
- 29.1.49 The evaluation centre will be decided by MPPSC. Evaluator will be provided and will be paid by MPPSC.
- 29.1.50 The system must be able to support Hindi and English languages.
- 29.1.51 SPA should have all the necessary components and dependency of source code software for SAB-OMS in place and any change required in any of the components of the software, inhouse technical skill should be available to make necessary changes. The major/minor changes in software requested by MPPSC must be met.
- 29.1.52 Different version Software code should be managed appropriately in a standard version control system with the SPA.
- 29.1.53 Software code should have multiple backup system in place so that anytime source code can be recovered in case of any disaster.
- 29.1.54 SPA should own the test cases and regression testing code to produce that they have done necessary testing for the software to scale up to conduct large scale assessments. Testing should not be limited to system features and functionality. The system used to conduct the exam must be tested for Performance, Security, Usability, High-Availability, Business Continuity, and Disaster-Recovery.
- 29.1.55 The SPA shall have to carry/ demonstrate complete System Test Run (STR) with test data for AB-OMSto the MPPSC before implementation The SPA should also be able to demonstrate click by click audit trail for any type of enquiry.
- 29.1.56 The database should be an industry standard relational database system having SQL compliance;
- 29.1.57 All administration and scoring-related functionality could be accessed through any web browser (Firefox, Internet Explorer, etc.);
- 29.1.58 The system should have capability of automatic segregation of answer books based on Barcode, Blank page, Fixed page and Auto Form recognition.

- 29.1.59 The system must use image scoring for subjective responses The scoring process should maintain anonymity, where evaluators should only receive the image of the response without any candidate information;
- 29.1.60 Rubrics should be able to be defined for each question, together with on-line pedagogical help and additional information to help scoring process;
- 29.1.61 The system should allow for flexible work assignments (e.g. Anevaluator can grade any question of an exam, or he can grade only one question, or a group of questions) but in no case can close without grading all questions of an answer book.
- 29.1.62 The system should allow for flexibility in scoring supervision (e.g. Supervisors can monitor evaluators assigned to one exam, to a group of exams or to a subject or group of subjects.);
- 29.1.63 The system should be able to allow for flexible work flow (e.g. the MPPSC should be able to define how much work one or more evaluators receives);
- 29.1.64 The system should allow for flexibility in the evaluation process (e.g. flexibility in seeing entire question booklets or one at a time);
- 29.1.65 The system should be able to alert the supervisor/ administrator when the multiple evaluation of an answer sheet result in very diverse scores
- 29.1.66 System should allow for individual parameters to be defined by the user for each test question;
- 29.1.67 System should allow for the real-time checking of evaluator's work quality, allowing the system to stop the evaluator work in case of low quality;
- 29.1.68 System should allow for real time supervisor access to any evaluator's work as well and to answer book already evaluated, with the ability to modify assigned marks;
- 29.1.69 System should support an internal messaging service to report news and problems between evaluators and supervisors;
- 29.1.70 System should support real time reports to monitor evaluators' production and scoring operation progress;
- 29.1.71 The system should support the digital signing of the answer book post evaluation by the evaluators.
- 29.1.72 System should allow for customized results reports based on Examiner's needs; and ystemshould support online training using real exam images.
- 29.1.74 The following reports needs to be generated by the Evaluation software:
 - a) Date wise Chief/Head Examiner and Examiner attendance report
 - b) Subject wise Examiner, Chief/Head Examiner detailed report
 - c) Examiner, Chief/Head Examiner wise Evaluation report with time taken per answer script
 - d) Mark Pattern Report
 - e) Variance report in case of discrepancy in the marking of examiner(s) and head

examiner(s)

Note: The report console should be facilitated with print command

29.2 SECURITY PROVISION

- 29.2.1 MPPSC deals with datasets, which requires high degree of authenticity and integrity. The datasets also require confidentiality for defined period. Therefore a very strong and comprehensive information security system based on leading standards such as ISO 27001 and guidelines from Department of Information Technology (DIT) would need to be implemented. Information within the system should be classified as Public, Confidential and Restricted and non-modifiable. Most important part of data is data authenticity and integrity and right of data modification. The marks once given by an evaluator finally to be kept intact without any modification forever. The rest of the data will generally be 'read only access' until and unless it is categorically permitted by Controller Examination. Controller Examination (Data owner) should make appropriate information classification on their data and should review information classification periodically to determine if current classification levels are valid. Access to the information should be provided based on the role and need of various functionaries
- 29.2.2 The system should have provision for preventing unauthorized access and damage or tempering to information resources.
 - 1. The system should be accessible only after approval from application owner and the competent authorities.
 - 2. The access should be on a role basis rather than designation.
 - 3. The access control system should cover:
 - i. Identification
 - ii. Authentication (User/Password, Digital Signature/Biometric)
 - iii. Authorization and Access Control
 - iv. Administration
 - v. Audit
 - 4. The system should maintain a highly secured data repository for storing hash values of datasets generated at various levels as well as archiving permanent examination records after completion of examination process.
 - 5. The system should be able to maintain access control mechanisms, data security and **audit trails** to ensure that databases are not tampered or modified by unauthorized users. The following measures should be complied for security:

- 6. Build a **complete audit trail** of all transactions (add, update/modify and delete) **using trans**action log reports, so that **errors or alteration in data /processes logic**, intentional or otherwise, can be traced and reversed.
- 7. Alert through SMS and emails should be sent to the prescribed authorities for any attempt of change in system database.
- 8. Access Controls must be provided to auditors to ensure that the databases are not tampered or modified by the system operators.
- 9. Implement data security to allow for changes in technology and business needs.

29.3 Providing Software

The Software to support scanning of the answer books and storing them should have:-

- 29.3.1 One Answer Book will consist of a main book40 to52pages of A4 horizontal (MPPSC Standard) size.For MPPSC state service mains examination each applicant will be provided with: (i) Three papers of 72 (2 copy of 36 pages each) pages answer book (ii) Three papers of 48 pages answer books.
- 29.3.2 Candidates will write on both sides of sheets of answer book.
- 29.3.3 The 1st page of each Answer Book would be of OMR type, in which KYC of the candidate and details of examination will be marked by the candidate.
- 29.3.4 Every leaf of the Answer book will have identification barcode.
- 29.3.5 There will a 1.5 inches margin on both sides of the pages in all Answer sheets.
- 29.3.6 The SPA will count and compare Answer Books with accounts of answer books submitted by the centre superintendents of concern examination centre.
- 29.3.7 The manpower for opening sealed packets/bags contains Answer Books and statements shall be supplied by the SPA and would be employed by them.
- 29.3.8 The scanning of answer books will be done as per agreed SoP by the SPA in the scanning centre.
- 29.3.9 Scanning should be of High Quality and scanned image should not have any impression of mechanical fault of scanner parts, shadow, too light/dark, disproportionate margin, vertical lines, etc.
- 29.3.10 The Scanning solution should provide for automatic correction of parameters like format/compression not proper, skew, wrong orientation, error in automatic cropping, punch hole marks etc. during scanning.
- 29.3.11 The scanning solution should provide support for automatic document quality analysis so that any bad quality document doesn't get uploaded to the repository. There should be an independent software quality check service available as part of overall scanning solution which shall be used to audit scanned documents for resolution, format/ compression, orientation etc.
- 29.3.12 All the pages of scanned answer book should be in proper sequence and orientation.
- 29.3.13 Scanning should be done with actual colors not BW.

- 29.3.14 All the pages of the Answer books should be scanned even if pages are blank. Scanning software or an application plug-in should ensure that the number of pages in scanned answer book is equal to the number of pages of an answer book. This will also ensure accidental miss of pages in answer book.
- 29.3.15 A small team comprising representatives of MPPSC and SPA will ensure that scanning quality is at satisfaction level and acceptable to MPPSC.
- 29.3.16 All the manpower engaged in scanning work shall not be allowed to enter into scanning center with any camera, camera phone or imaging device while scanning work is going on.
- 29.3.17 All the scanning work will be completed in a single instance. MPPSC may ask SPA to perform scanning operation in 2 shifts per day and during holidays.
- 29.3.18 MPPSC shall setup a dedicated Control Desk for handing over Answer books and receiving back in small lots. This will ensure proper inventory, management and handling of Answer Books. Operations of such Desk will be planned mutually by MPPSC and SPA.
- 29.3.19 SPA shall provide an online dashboard to monitor the scanning work. Monitoring Parameters may be no. of answer books planned to scanned each day/shift/scanner/manpower, no. of answer books scanned, scan quality sample, etc.
- 29.3.20 Scanning system should provide an integrated scanning engine with capability for centralized and decentralized Scanning of answer books
- 29.3.21 After completion of scanning work, SPA will maintain one backup scanning system till the completion of Answer book evaluation work to resolve any scanning related issue.
- 29.3.22 In case, any examination consist more than two paper, all the marks of all Question Paper to be added for preparation of result as per the logic provided by the MPPSC.
- 29.3.23 After declaration of mains examination result, interview marks will be added for calculating final merit list. SPA will provide software for calculating final merit list as per the logic provided by MPPSC. SPA will also provide software for the input of interview marks by the interview board and prepare final result of selection as per the logic provided by the MPPSC.

29.4 SOFTWARE OWNERSHIP

The bidder/lead member of consortium should own the complete source code of the software's being proposed for SAB-OMSfor MPPSC.

- 29.4.1 Bidder/consortium should have all the necessary processes in place for entire Software Development Life Cycle (SDLC) of the software being proposed for Scanning and Evaluation of Answer books in MPPSC.
- 29.4.2 Bidder/consortium should have in-house technical skills to customize and extend functioning of proposed application software.
- 29.4.3 Software code should have multiple backup systems in place so that anytime source code can be recovered in case of any disaster.

- 29.4.4 Bidder/consortium should own the test cases and regression testing code to produce that they have done necessary testing for the software to scale up to conduct large assessments.
- 29.4.5 Bidder/consortium should have in-house quality assurance group and a strong quality management system to do quality check of the software
- 29.4.6 Proper security provision for source codes

29.5 CERTIFICATION OF CORE FEATURES OF SOFTWARE

- 29.5.1 The SPA will be required to certify before installation of S/W for SAB-OMS that the solution has following provisions:
- 29.5.2 The marks awarded by the evaluator, remains intact. Neither any one is authorized to access them nor can anyone temper or alter them.
- 29.5.3 The Answer Book are scanned and mapped with roll numbers by scanning of bar codes and OMR on the answer book. Both scanned Answer book and its mapping remain intact. Neither any one is authorized to access them nor can anyone temper or alter them.
- 29.5.4 The result once generated and verified on the basis of marks awarded by the evaluators, and result preparation logic, remains intact. Neither any one is authorized to access them nor can anyone temper or alter them but whole results may be revised (recalculated) on the written orders from Controller Examination in case of some specific instances. All such results prepared will remain available in the system.
- 29.5.5 The Commission may at any time get third party vulnerability evaluation of the above features.
- 29.5.6 SPA shall undertake an exercise of Audit and Certification of the On-screen Marking Application through Standardization Testing and Quality Certification

29.6 Providing Infrastructure

29.6.1 SCANNING UNIT (FOR SAB-OMS)

- 29.6.1.1 The SPA will setup a Scanning center on temporary basis with a capacity of scanning around 75000 answer books in 10 days of time. This unit will comprise of adequate number of hardware, manpower and application software for scanning work. All the scanning work will be done under close supervision of MPPSC officials, CCTV Camera surveillance and highly secured environment. The space for scanning center will be provided by the MPPSC
- 29.6.1.2 SPA will setup Scanning Center at the space provided in MPPSC Office Premises on temporary basis for 3 weeks or as may be required.
- 29.6.1.3 All the Computers, Scanners, networking equipment, CCTV Surveillance Equipment, Manpower etc. for scanning work will be brought and setup by SPA on temporary basis.
- 29.6.1.4 SPA shall plan the infrastructure requirement for Scanning Center and submit same for approval before MPPSC. Scanning Infrastructure planning should be done in way that justifies the capacity of completing the Scanning in 80% of the time provided by MPPSC, i.e. in 8day of 10 days as allocated for scanning work. Remaining 20% of time shall be kept reserved for unforeseen delays.

- 29.6.1.5 Computers to be used for scanning work should not be loaded / installed with any application or tool that has no utility for Scanning or Evaluation work. Preferably, fresh installation of all the software including system software should be done before scanning work started.
- 29.6.1.6 All the manpower involved in the scanning work should be engaged only after thorough background verification by the SPA. Considering the fact that the secrecy of the Answer Books is the paramount responsibility of this assignment, MPPSC may ask SPA to conduct police verification of the manpower involved in scanning work and SPA cannot deny from same.
- 29.6.1.7 Scanning infrastructure and scanning application should be compliant with the proposed Onscreen marking solution by SPA.
- 29.6.1.8 SPA is encouraged to use high quality equipment and experienced manpower to ensure timely completion of work.

29.7 TESTING

All recommended levels of testing shall be conducted at appropriate sites. Testing must demonstrate that the Application Software:

- 1. Satisfy the technical performance requirements and system functional requirements.
- 2. Perform according to detailed functional requirements
- 3. Satisfy the operational and technical performance criteria
- 4. Provide right information to each user group or provide the efficient system navigation to process various queries or process transactions

The SPA must undertake the following:

- 1. Outline the methodology that will be used for testing the system
- 2. Define the various levels or types of testing that will be performed for system
- 3. Provide necessary checklist/documentation that will be required for testing the system
- 4. Describe the technique that will be used for testing the system
- 5. Describe how the testing methodology will conform to requirements of each of the functionalities.
- 6. Indicate how one will demonstrate to MPPSC that all applications installed in the system have been tested to be temper proof.
- 7. Provide a tool to check various computer system installed in the MPPSC have only required s/w mounted also to certify that no other s/w /information is mounted/accessible

The MPPSC will form different user groups which shall be headed by a competent officer appointed by MPPSC for the UAT. These user groups would test the application for the functionality, reliability and all other related tests. Once the users are completely satisfied with the application, SPA should take a formal

sign off from the competent officer appointed by MPPSC for acceptance of each module. Based on the sign off and user feedback, MPPSC would issue UAT certification.

29.8 TRAINING

The successful bidder shall undertake training of Head Examiners/Examiners appointed by the MPPSCfor On-Screen Marking as per the sample marking scheme provided by the MPPSC.

29.9 PORTABILITY OF DATA AND DATA TRANSFER

SPA will provide data porting facility wherever required as given below:

- 1. Registered Candidates data from MPPSC Web site.
- 2. SPA will also port Registration and Candidates Result data to MPPSC Web site for easy access

Before completion of Agreement period and after completion of each Exam, SPA will hand over the complete Data set pertaining to scanned Answer sheet, On screen marking data and result generation in following format:

- i) CD/DVD/Hard Disk/USB Drive
- ii) Non Modifiable/ password protected Excel sheet.

29.10 MIS AND RTI

During the FRS preparation phase, SPA will collect all the MIS related requirements from examination section of MPPSC. The system should have capability of providing all MIS as per the requirement of MPPSC as mentioned in section 29.3.20.

MPPSC will need to respond to RTI. For the purpose the system should provide data search facility as per requirement given in 29.1.40 to 29.1.47.

29.11 Manpower Support

SPA will provide 2 dedicated resources for various technical operations and 1 resource of Data Center maintenance and backup activities for 3 months in MPPSC office during on-screen marking process. These resources will be deployed 4 weeks before the on-screen marking work starts in MPPSC Evaluation Center and continue there for at least 12 week or the time MPPSC requires services of these resources. MPPSC may extend tenure of these resources up 12 additional weeks as per requirement. 2 dedicated resource will mainly support in various activities that are related to On-screen marking work like configuring application in evaluation center machines, creating users, training, handholding during on-screen marking, etc. 1 dedicated resource for Data Center, will mainly be responsible for maintaining servers, taking regular backup, technical trouble shooting, etc.

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29.12 PROJECT TIME LINE

Timelines for project implementation milestones and first round of scanning and on-screen marking work is as follows:

S/N	Activity/Task/ Milestones	Time (in Weeks**)
1	Project Start	Т
2	System Study and Submission for FRS, SRS and Project Plan	T+2
3	Approval of Project Plan and infrastructure Setup plan for Scanning and On-Screen Marking	T+3
4	Customization of Software Application completed.	T+4
5	User Acceptance Testing & Go-live	T+5
6	Setting-up of Scanning Center as per Project Plan (on need basis)	N+2
7	Completion of Scanning work for evaluation as per approved Project Plan	S+3
8	Training of Evaluators/Examiners (On-screen Marking system)	E+1
9	Concurrent hand-holding and support during Evaluation	E+10

Note:

'T' refers to the date of signing of Agreement between MPPSC and SPA.

'N' refers to the date of issuance of notice to start the work by MPPSC.

'S' refers to the data of handing over answer books to the SPA.

'E' refers to the date of start of Evaluation Work (On-screen Marking)

Above timelines are mentioned for Service Provider Agency to perform various activities under given milestones. Time taken by MPPSC for evaluation and approval of deliverables will be excluded from above timelines.

30. OBLIGATION OF THE COMMISSION

- 1. Provide examination process and procedure and rules of examination.
- 2. Support SPA to prepare FRS and approve FRS.
- 3. Provide tentative schedules of the examination to be held during the year
 - a. Scanning Centres
 - b. Evaluation Centres
- 4. Conduct of third party audit as and when required of following:
 - a. Scanning Centres

- b. Evaluation Centres
- 5. Inform at-least one month in advance about immediate scheduled Examination for which Scanning of Answer Books and On screen marking is to be done.
- 6. Issue work order for following activities before at least one month start.
 - a. Scanning of Answer Books and On Screen marking
- 7. Resolve dispute between Evaluation Centre Superintendent, evaluators, and other functionaries of the centres and SPA
- 8. Provide evaluation centre and eveluators.
- 9. Pay process fee to the SPA asper agreement.

31. WORK ORDER TO IMPLEMENTSAB-OMS

- 31.1 The commission shall issue work order in writing by email to SPA examination wise at least one month before the expected start of the following activities for the examination subject to terms and conditions of the Agreement. The date of start of activity will be mutually agreed
 - a. Scanning of Answer Books and On Screen marking
- 32.2 The work order shall oblige and entitle the SPA to
 - a. Scanning of Answer Books and On Screen marking

32. IMPOSITION OF PENALTY

32.1 PENALTY

Each incidence of confidentiality breach/ breach of terms and condition the agreement /integrity of any of the examination (Scanning and on screen marking) on account of SPA, will attract a penalty as mentioned below

- 32.1.1 Mismatch/Wrong Scanning of Answer Books i.e. mentioning wrong roll number against the scanned answer books should be treated as error/discrepancy. If any discrepancy/error is found penalty shall be charged @Rs.2,00,000/- (Rupees Two Lakh Only) pererror/discrepancy.
- 32.1.2 If at any stage it has been found that Partial Scanning of Answer Books has been done and/or portions of one answer books are merged with another one in scanning work or swapping of roll number should also betreated as error/discrepancy and a penalty shall be charged @Rs.2,00,000/- (Rupees Two Lakh Only) per error/discrepancy
- 32.1.3 If an answer books is found un-scanned, penalty of Rs. 200000/- (Rupees Two Lakh Only)per answer book shall be charged.
- 32.1.4 The Firm is responsible to keep the original answer books in their safe custody. If any answer book is found missing, it will be treated seriously and appropriate penalty/action including black listing/debarment of the Service Provider, as deemed fit shall be imposed by the Commission in addition to the forfeiture of Performance Security. The quantum of penalty or any other civil or criminal action may be decided by the Commission. The decision of the Commission MPPSC in such case shall be final andbinding on the Service Provider.

- 32.1.5 In case any portion/question in the answer books remains unevaluated or any totaling error, the same shall be considered to be an error and a penalty @ of Rs. 1,00,000/- (Rupees One lakh only) per error shall be applicable. The examiner shall not be responsible in such cases.
- 32.1.6 The time schedule as mutually agreed/SLA between the MPPSC and the ServiceProvider will have to be strictly adhered to for the execution of the work. In case of delay, apenalty @ the rate of 2% per day on the amount of bill will be imposed subject to a maximum penalty of 25% of the amount of the Bill.
- 32.1.7 The Firm should be responsible to make all arrangements to ensure complete security, secrecy and safe custody of all the answer books in form of hard/soft copies. All transit risk will be to Firm's account.
- 32.1.8 Upon completion of work, the Firm shall furnish an undertaking that scanned data shall not be given/transferred to any person/firm/agency and the same has been destroyed. In case any discrepancy/ breach is noticed by the MPPSC, the firm will be black listed and appropriate fitting penalty/action in court of law including criminal proceedings shall be initiated by the Commission.
- 32.1.9 Liability of bidder to be full and absolute to the value of the work award.
- 32.1.10 The decision of Commission, MPPSC on the total number of errors for calculation of penalty shall be final and binding on Service Provider.
- 32.1.11 If marks of a Candidate are calculated as per logic provided by Commission are found changed from the original marks: a penalty @ of Rs. 5,00,000/- (Rupees Five Lakhs only) per error will be imposed.
- 32.1.12 If entire result gets calculated wrongly due to fault of SPA, a cost of re-valuation and liquidated amount of damages will be charged.
- 32.1.13 All penalty imposed by court on the MPPSC shall be charged with the service provider.
- 32.1.14 For every other breach excluding as mentioned above of terms and condition of this Agreement or failure to perform and /or delay in achieving time line as given in TOR, a penalty up to 25 lakhs may be levied.

32.2 OPPORTUNITY OF HEARING BEFORE IMPOSITION OF PENALTY

However before imposing any penalty under clause 32.1 as above, the Commission, MPPSC will provide an opportunity of hearing to the SPA.

33. TRANSFER OF DATA POST EVALUATION

- 33.1 Before completion of Agreement period and after completion of each Exam, SPA will hand over the complete Data set pertaining to scanned answer books, marks given on every answer book by the evaluators and result generated in following format:
 - (i) CD
 - (ii) Non Modifiable/ password protected Excel sheet
 - (iii) Upload on website of MPPSC

33.2 SPA will also provide software tool to MPPSC so that answer books may be viewed as per requirement and to generate MIS as prescribed.

(Dr. Bhaskar Choubey) (Dr. Rajesh Lal Mehra) (Smt. Seema Sharma) (Smt. Renu Pant)
Chairman Member Member Secretary

(Dinesh Jain)(Kirti Khurasiya)(Dr. P C Yadav)(Sanghmitra Gautam)Dy. SecretaryDy. Secretary I.T.Exam Controller-1Add. Exam Controller

34. UNDERTAKING ON EXIT MANAGEMENT AND TRANSITION

		Date: []
Го,			
10,			
	The Commission,		
	MPPSC, Indore		

Data: [

Sub: Undertaking on Exit Management and Transition

1. I/We hereby undertake that at the time of completion of our engagement with the Department, either at the End of Contract or termination of Contract before planned Contract Period for any reason, we shall successfully carry out the exit management and transition of this Project to the MPPSC or to an agency identified by MPPSC to the satisfaction of the Department. I/We further undertake to complete the following as part of

the Exit management and transition:

Dear Sir,

- We undertake to complete the updation of all Project documents and other artefacts and handover the same to MPPSC before transition.
- We undertake to design standard operating procedures to manage system (including application and IT systems), document the same and train MPPSC personnel or the personnel nominated by MPPSC on the same.
- c. If Department decides to take over the operations and maintenance of the Project on its own or identifies or selects any other agency for providing operations & maintenance services on this Project, then we shall provide necessary handholding and transition support, which shall include but not be limited to, conducting detailed walkthrough and demonstrations for the IT Infrastructure, handing over all relevant documentation, addressing the queries/clarifications of the new agency with respect to the working / performance levels of the infrastructure, conducting Training sessions etc
- 2. I/We also understand that the Exit management and transition will be considered complete on the basis of approval from MPPSC

Yours faithfully,

(0	U	,	U	U	,
Name :					Date:
Designation :					Time:
Seal :					
Business Address:					

(Signature of the Authorized signatory of the Bidding Organisation)

To,

The Commission, MPPSC, Indore

Dear Sir,

- 1. Having examined the RFP Documents, the receipt of which is hereby acknowledged, we, the undersigned, submit deliverables in full conformity with the said RFP Documents.
- 2. We have read the provisions of RFP documents & confirm that we agree to all its term and conditions.
- 3. We hereby submit our bid offer and further declare that the bid is unconditional.
- 4. We undertake, if our bid is accepted, to commence the work as per the schedule immediately upon signing of the Agreement by both parties, and to achieve Completion within the time stated in the Bidding Documents.
- 5. If our bid is accepted, we undertake to provide a Performance Guarantee in the form and amounts, and within the times specified in the Bidding Documents.
- 6. We undertake that, in competing for (and, if the award is made to us, in executing) the above assignment, we will strictly observe the laws against fraud and corruption in force in India.
- 7. We agree for unconditional acceptance of all the terms and conditions in the Bid document and also agree to abide by this Bid response for a period of 90 days from the date fixed for Bid opening and it shall remain binding upon us, until within this period a formal contract is prepared and executed, this Bid response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us.
- 8. Until the formal final Contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding contract between us.
- 9. We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to the MPPSC is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the MPPSC as to any material fact.
- 10. We agree that you are not bound to accept the lowest or any Bid response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ service specified in the Bid response without assigning any reason whatsoever.
- 11. It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company/ firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

(Signature)
(In the capacity of)
Duly authorized to sign the Bid Response for and on behalf of: (Name and Address of Company
Seal/Stamp of bidder

Page 01

ANNEXURE - 2: UNDERTAKING BY BIDDER

We undertake, if our proposal is accepted, we will obtain a Performance Guarantee issued by a nationalized bank in India, acceptable to MPPSC for a sum of Rs. 30, 00,000/- (Thirty Lakhs) or 10% of the project cost as quoted in our commercial proposal of the Bid document for the due performance of the contract.

We agree for unconditional acceptance of all the terms and conditions in the Bid document and also agree to abide by this Bid response for a period of 90 days from the date fixed for Bid opening and it shall remain binding upon us, until within this period a formal contract is prepared and executed, this Bid response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to the MPPSC is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the MPPSC as to any material fact.

We agree that you are not bound to accept the lowest or any Bid response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ service specified in the Bid response without assigning any reason whatsoever.

It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company/ firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

(Signature)
(In the capacity of)
Duly authorized to sign the Bid Response for and on behalf of: (Name and Address of Company)
Seal/Stamp of bidder
I, certify that I am of the, and that who signed the above Bid is authorized to bind the corporation by authority of its governing body.
Date:
Place:
Name and Designation with Seal

~\1

Note: To be filled separately by each Consortium Partner in case of Consortium /ALL THE DIRECTORS, PARTNERS or MEMBERS in particulars

S/N	Particulars	Response with Page number
1	Company Name	
2	Date of incorporation	
3	Company Head Office Address, Phone No, Fax No, telephone ID	
4	Registered office address, Phone No, Fax No, telephone ID	
5	Contact person Name (Single point of Communication)	
6	Address	
7	Telephone no.	
8	Mobile No.	
9	Fax No.	
10	e-mail ID	
11	Bidder's status (Prime Bidder/Consortium Partner)	
12	Brief detail of same kind of projects implemented include project value	
13	Does the company have developed the On Screen Marking Automation solution and has complete ownership of product.	
14	Place of Development of already developed Application s/w, no of Team members and their Qualification	
15	Place of customization of already developed s/w as per TOR, its Address, Phone, Fax,	
	Details of Team leader, Team members and their Qualifications	
16	Whether company has been blacklisted for service deficiency in last 3 years. If yes, details thereof.	
17	Turnover for Financial Years 2015-16	
18	Turnover for Financial Years 2016-17	
19	Turnover for Financial Years 2017-18	
20	Any Quality Certifications obtained (ISO/CMM etc.). Submit details.	
21	Income Tax PAN	
22	Service Tax Regd. no.	
23	Name, Address of all Directors/Partners/ Members	

Page (C)

ANNEXURE - 4 A: Power of Attorney (in case of single bidder)

	s invited bids from the interest MS" (hereinafter referred as "	ted bidders for " Answer book scanning and On Screen the Project") in MPPSC.
		") being interested in bidding for the Project in lest for Proposal and other connected documents in
NOW THEREFORE KNOW	ALL MEANS BY THESE PRESEN	ITS
registered office] do her	eby irrevocably designate, nor	,[the respective names and addresses of the minate, constitute, appoint and notarized
referred to as the "Attor on behalf of the Bidder of Contract, during the execute acts, deeds or thing Project, including but not writings, participate in both and execute contracts a represent the Bidder in Government Agency or Bidder's bid for the Project the Government and Contracts and Contracts are present the Bidder in Government Agency or Bidder's bid for the Project the Government and Contracts and Contracts are present the Bidder in Government Agency or Bidder's bid for the Project the Government and Contracts are given by the Government and Contracts are given	rney") and hereby irrevocably during the bidding process and ecution of the Project, and in the gs as are necessary or required at limited to signing and submited and other conferences, respind undertakings consequent to all its dealings with the Concessary person, in all matters in concessary person, in all matters in concessioning Authority.	rue and lawful attorney of the Bidder (hereinafter notarized the Attorney to conduct all business for and d, in the event the Bidder is awarded the Concession/his regard, to do on behalf of the Bidder, all or any of d or incidental to the submission of its bid for the ission of all applications, bids and other documents and pond to queries, submit information/ documents, sign o acceptance of the bid of the Bidder and generally to essioning Authority/ Confirming Party, and/ or any other connection with or relating to or arising out of the of till the Concession Agreement is entered into with a variety and confirm all acts, deeds and things lawfully than to and in exercise of the powers conferred by this is and things done by our said Attorney in exercise of
•		e deemed to have been done by Bidder.
IN WITNESS WHEREOF \	VE THE PRINCIPALS ABOVE NA	AMED HAVE EXECUTED THIS POWER OF
ATTORNEY ON THIS DAY	′ OF	
For		
(Name & Title)		
For		
(Name & Title)		

Witnesses:

2.

(Executants)

(To be executed by the Bidder)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, lay down by the applicable law namely duly on required stamp duty and the charter documents of the notarized no(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the Bidder should submit for verification documents such as a resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

Seal/Stamp of bidder

Page 65

ANNEXURE - 4 B: Power of Attorney (in case of consortium)

Whereas the MPPSC has invited bids from the interested bidders for " Answer book scanning and On Screen
Marking System" (hereinafter referred as "the Project") in MPPSC. Whereas, and
(referred as "Bidder") being interested in bidding for the Project in accordance with the terms and conditions of
the Request for Proposal and other connected documents in respect of the Project,
NOW THEREFORE KNOW ALL MEANS BY THESE PRESENTS
We, M/s, having our registered office at, [the respective names and addresses of the
registered office] and
M/s, having our registered office at, [the respective names and addresses of the registered office]
do hereby irrevocably designate, nominate, constitute, appoint and notarized
Mr./Mrs./Misss/o, D/oResident of
, true and lawful attorney of the Bidder (hereinafter referred
to as the "Attorney") and hereby irrevocably notarized the Attorney to conduct all business for and on behalf of
the Bidder during the bidding process and, in the event the Bidder is awarded the Concession/ Contract, during
the execution of the Project, and in this regard, to do on behalf of the Bidder, all or any of such acts, deeds or
things as are necessary or required or incidental to the submission of its bid for the Project, including but not
limited to signing and submission of all applications, bids and other documents and writings, participate in bid
and other conferences, respond to queries, submit information/ documents, sign and execute contracts and
undertakings consequent to acceptance of the bid of the Bidder and generally to represent the Bidder in all its
dealings with the Concessioning Authority/ Confirming Party, and/ or any other Government Agency or any
person, in all matters in connection with or relating to or arising out of the Bidder's bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with the Government and Concessioning
Authority.
Additionly.
AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done
or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power
namely board resolution and that all acts, deeds and things done by our said Attorney in exercise of the powers
hereby conferred shall and shall always be deemed to have been done by Bidder.
IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF
ATTORNEY ON THIS DAY OF
For
(Name & Title)
For
(Name & Title)

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Witnesses:
1.
2.
(Executants)
(To be executed by the Bidder)
Notes:
- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, lay down by the applicable law namely duly on required stamp duty and the charter documents of the notarized no(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the Bidder should submit for verification documents such as a resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
Seal/Stamp of bidder

ANNEXURE - 5: EARLIER EXPERIENCE

Submit following details separately for each of the SAB-OMS implementation site (one duly filled format for each client).

S/N	Particulars	Response
1	Organization in India where the proposed solution is already successfully implemented by the bidder ∈ last 3 years – supported by letters from clients	
2	Address of a contact person at above Organization	
3	Name	
4	Designation	
5	Mobile No	
6	Email	
7	Name of the work/project & location	
8	Owner of Sponsoring Organization	
9	Cost of the project	
10	Date of Commencement of the contract	
11	Period of the project	
12	Team Composition (deployed for the project)	
13	Whether project completed or running	
11	Time taken for implementation of the solution from the date of Purchase Order / signing of contract	
12	Hardware/OS platform on which implemented.	
14	Whether supply and installation of hardware was also included in the scope of the work.	
15	Name of Examination	Total number of Answer sheets scanned (Experience of last 3 years)
15.1		
15.2		
15.3		

CERTIFICATE AS TO AUTHORIZED SIGNATORIES

I, certify that I am	of the	, and that	who signed the
above Bid is authorized to bin	nd the corporation by aut	thority of its governing	body.
Date:			
n)			
Place:			
Name and Designation with Seal	1		
maine and Designation with Sea	1		

ANNEXURE - 6: DECLARATION / UNDERTAKING BY BIDDER

DECLARATION / UNDERTAKING

I/We/M/s	represented by its proprietor / Managing Partner /
Managing Director having its Registered Office at	and its Company Premises at
do declare that I/We have carefully read all	the conditions of RFP Ref. No for supply
of Services for Answer Book Scanning and On screen	Marking for Madhya Pradesh Public Service Commission
Conducted by MPPSC floated by the MPPSC, and according to the MPPSC and according to the MPPSC.	cept all conditions of RFP

- 1. I/we declare that I/we shall not have a Conflict of Interest that affects the Bidding Process.
- 2.1 I/We declare that I/we have not been barred from participating in any project by the Central/State Government or any entity controlled by it and no bar subsists as on the date of bid.
- 2.2 I/We further declare that there is no dispute pending with the Central/State Government or any entity controlled by it

Or

- 2.3 I/we declare that following disputes/notices are pending against us unresolved by the Central/State Government or any entity controlled by it .
 - (Pl. give details of project name, Contract awarding agencies, detail of dispute/notices and current status).
- 3.1 I/We declare that I/we in the last 3 (three) years have neither failed to perform any contract as evidenced by imposition of a penalty or punishment by an arbitral or judicial authority or a judicial pronouncement or arbitration award against me/us, nor have been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach of contract.
- 3.2 I/We further declare that no dispute is pending in regard of imposition of penalty before any arbitral or judicial authority

0r

- 3.3 I/we declare that following disputes/notices are pending against us unresolved before an arbitral or judicial authority.
 - (Pl. give details of project name, Contract awarding agencies, detail of dispute/notices and current status).
- 3. We declare that I/we do not have any enquiry registered against me/us in any of the vigilance organization like CBI, EOW, SIT, STF, CVC etc.
- 4. I/we declare that I am/we are not a member of another bidding entity.

- 5. I/we declare that there is no pending Income-tax for last financial year
- 6. I/We declare that when Commission ask me/us for additional information, I/we willarrange discussions with mine/our professional, technical faculties to verify claims made in bid documentation. If I/we fail to submit the additional supporting documents, the bid shall be rejected.
- 7. I/We declare that the information, certified copies of the documents supplied with the Bid and undertakings given / certificates attached are true and correct to the best of his/their knowledge and belief. If any information is subsequently, even after award of contract, is found to be incorrect, the Commission may cancel the award, forfeit his Performance guarantee and debar him from submitting bid in future.
 - a) I/We declare that there is no enquiry pending against him in any of vigilance organization.
 - b) I/We declare that the bidder is not ineligible under clause 2.1 of RFP document.
 - c) I/We declare that resolution of Board is attached forbid submission.

(In case of consortium each member of consortium must satisfy individually above five conditions)

I/We agree that the MPPSC has rights of forfeiting the Bid Security and or Performance Guarantee Deposit and taking any suitable administrative action if any information furnished by us proved to be false at the time of inspection and not complying with the tender conditions.

Signature and Seal of the Bidder

Name & Address in capital letters with Designation

To be attested by Notary,

Page / 1

ANNEXURE - 7: PERFORMANCE GUARANTEE FORM

GUARANTEE BOND	
1. In consideration of the Madhya Pradesh Public Servi	ce Commission (hereinafter called 'the Commission') having
agreed to exempt	[hereinafter called 'the said SPA'] from the demand, under
the terms and conditions of an Agreement dated	made betweenand
	ok scanning and On Screen Marking System –SAB-OMS
(hereinafter called 'the said Agreement'), of performar	nce guarantee deposit for the due fulfillment by the said SPA of
the terms and conditions contained in the said Agreem	nent, on production of a bank Guarantee for Rs
(Rupees	
Only) We,	, (hereinafter referred
(indicate the name of the bank) to as 'the Bank') at the	request
of	[SPA(s)] do hereby undertake to pay to the
Commission an amount not exceeding Rs	against any loss or damage caused to or suffered or
would be caused to or suffered by the Commission by	reason of any breach by the said SPA(s) of any of the terms or
conditions contained in the said Agreement and penalt said agreement	ty imposed by the Chairman as per terms and conditions of the
•	(indicate the name of the bank) do hereby
	this guarantee without any demur, merely on a demand from
	e by way of loss or damage caused to or would be caused to or
_	e said SPA(s) of any of the terms or conditions contained in the
	erform the said Agreement. Any such demand made on the
	d payable by the Bank under this guarantee. However, our
liability under this guarantee shall be restricted to an a	
	so demanded notwithstanding any dispute or disputes raised
	ding before any Court or Tribunal relating thereto our liability
	e payment so made by us under this bond shall be a valid
	the SPA(s)/supplier(s) shall have no claim against us for
making such payment.	
4. We,	(indicate the name of bank) further
	n in full force and effect during the period that would be taken
for the performance of the said Agreement and that it	shall continue to be enforceable till all the dues of the
Commission under or by virtue of the said Agreement	have been fully paid and its claims satisfied or discharged or
till the Comm	nission certifies that the terms and conditions of the said
	the said SPA(s) and accordingly discharges this guarantee.
Unless a demand or claim under this guarantee is mad	S .
the we shall be disc	charged from all liability under this guarantee thereafter.
5. We,	
Commission that the Commission shall have the fullest	liberty without our consent and without affecting in any
manner our obligation hereunder to vary any of the te	rms and conditions of the said Agreement or to extend time of
performance by the said SPA(s) from time to time or to	postpone for any
time or from time to time any of the powers exercisab $% \left\{ 1,2,,4\right\}$	le by the Commission against the said SPA(s) and to forbear or
enforce any of the terms and conditions relating to the	e said agreement and we shall not be relieved from our liability
by reason of any such variation, or extension being gra	nted to the said SPA(s) or for any forbearance, act or omission

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1	Page / 6

on the part of the Co	mmission or any indulg	ence by the Commission to the	said SPA(s) or by any such matter or thing
whatsoever which ur	nder the law		
relating to sureties w	ould, but for this provi	sion, have effect of so relieving ι	IS.
6. This guarantee wil	I not be discharged due	to the change in the constitutio	n of the Bank or the SPA(s).
7. We,		(indicate the name	of bank) lastly undertake not to revoke
this guarantee during	g its currency except wi	th the previous consent of the C	ommission in writing.
8. Dated the	day of	for	(indicate the name of the
Bank).			
		Signature and Seal of the	ne Bidder
		Name & Address in cap	oital letters with Designation

ANNEXURE - 8 QUALITY ASSURANCE GROUP

S.No	NAME OF PERSONS	QUALIFICATION	WORKING SINCE	EXPERIENCE

Note on organization's quality management system (one page note to be attached)

Date:

Seal:

Signature of the Bidder

Name & Address in capital letters with Designation

ANNEXURE - 9 ANNUAL TURNOVER STATEMENT

The annual Turnover of M/s	For the past three years are given below
and certified that the statement is true and correct.	

Turnover in Crore (Rs.)

S.No	Year	Turnover in Crores (Rs.)
1.		
2.		
3.		

Average Turnover	Turnover in Crores (Rs.)
Average Turnover in last 3 financial years (15-16,16-17& 17-18).	

,	.	
-	Date.	•

Seal:

Signature of Auditor / Chartered Accountant (Name in Capital)

ANNEXURE -10: LIST OF DOCUMENTS TO BE PROVIDED BY BIDDER

	LIST OF DOCUMENTS		
S.NO	CRITERIA	STATUS Yes/NO/Not Applicable	PAGE NO./DOCUMENT NO.
1	Bids FORM submitted on time and date		
2	Bidders Profile		
3	I .Bid duly signed by authorized signatory authenticated by Board Resolution / Others ii. If signed by Authorized signatory whether authorization letter submitted		
4	Nature of organization submitting tender		
4a	PSU / PSE / Society / Association / Partnership firm (including LLP) or a Limited company (in case of consortium, the status of all the partners / collaborators to be checked)		
4b	Power of Attorney (Annexure 4A,4B)		
4c	Copy of Memorandum and Article of Association/ Partnership deed of Company/Firm/Registration Certificate of Society/Consortium Registered in India		
5	Live Registration document of Income tax, Service Tax Department for Bidder or both the members jointly in case of consortium		
6	Audited Balance sheet and P&L account for last 3 financial Years(Turnover proof). In case of year 15-16 if annual reports are not prepared, Provisional Certificate certified by CA(for Bidder or both the members)		
7	a)CMMi Certification (Level 3/4/5)/ISO CERTIFICATION as applicable for BidderCopy of Certificate b) Quality Assurance Group (format as per Annexure 9)		

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	(for Bidder or both the members jointly in case	
	of consortium)	
8	Bidders Experience Certificate (for Bidder or both the members jointly in case of consortium)	
8 a	The Bidder has to submit documentary evidence for experience in project of Scanning of Answer books and online marking system (number of projects) for Professional Boards / Academic Institutions / Organizations	
8 c	The Bidder has to submit documentary evidence of cumulatively doing Onscreen marking and result procession for 1 lakh or more candidates in last 3 years	
8 d	Bidders Experience Certificate (should reflect that bidder is working in the field of Scanning of Answer books and OMS	
8e	The Bidder has to submit documentary evidence of data Center site to be managed by the bidder/ group of companies for data Security.	
9	Certificate or relevant document stating ownership of Developed S/w which will be customized as per the TOR	
10	Declaration/Undertaking (from Bidder or both the members of consortium)	
11 TO E	INCOME TAX CLEARANCE CERTIFICATE A tenderer purchasing tender documents for works exceeding Rs. 2.00 lacs shall upload either an income Tax Clearance Certificate in the form printed as Annexure – "12" or a certificate from the Income Tax Authority that the assessment is under consideration in the online EMD Envelope – 'A; or a certificate from the Chartered Accountant who shall after perceiving Income Tax Record of the tenderer shall certify that there is no income tax due against the tenderer. BE SUBMITTED SEPARATELY	
12	Duly Filled Performance Guarantee Form (to be submitted after selection of Bidder)	
	to be submitted after selection of bluder)	

ANNEXURE -11: DETAILS OF TECHNICAL PARAMETER PROVIDED BY BIDDER

Sr. No.	Technical Parameter	Actual Facts (Filled by Bidder)	(Filled By MPPSC)
1	Bidder Average Annual Turnover of last 3 years from business in INDIA 15-16,16-17 and 17-18).		
2	What is the level of Company/society /firm registered in		
3	Bidder's experience completing project of Scanning Answer Books and on screen Marking System. Number of projects completed mention the count.		
4	Staff Strength (Permanent Technical Staff) Software/hardware/networking personnels		
5	The bidder should have done cumulatively for 3 years On Screen marking of Answer books, mention the count.		
6	Results Processing Experience No. of candidate results processed by the service provider in last 3 year.		
7	Data Center site to be managed by the bidder/ group of companies for data Security		
	Data Center: Owned by the bidder/ group of companies with Cert-in Certified infrastructure		
	Data Center: Owned by the bidder/ group of companies		
	Data Center: Outsourced by the bidder/ group of companies		

Date	Signature of the Bidder
	E

Seal: Name & Address in capital letters with Designation

ANNEXURE -12: INCOME TAX CLEARANCE CERTIFICATE

FORM OF CERTIFICATE OF INCOME TAX TO BE SUBMITTED BY CONTRACTOR TENDERING FOR WORKS COSTING RS. 2.00 LACS OR MORE

1.	Name and style (of the company, firm, HUF or individual) in which the applicant is addressed Income Tax and address for purpose of assessment.	
2.	The income tax circle/ward/district in which the applicant is assessed to income tax.	
3.	The following particulars concerning the last income tax assessment made:-	
a)	Reference No. (or GIR No.) of the assessment.	
b)	Assessment year and accounting year	
c)	Amount of total income assessed	
d)	Amount of tax assessed	
e)	Amount of tax paid	
f)	Balance, being tax not yet paid and reasons for such arrears	
g)	Whether any attachment or certificate proceedings pending in respect of the arrears.	
h)	Whether the company or firm or HUF on which the assessment was made had been or is being liquidated, wind up, dissolved, participated or being declared insolvent as the case may be	
i)	The position about later assessment, namely whether returns submitted under section 22 (i) or (2) or the Income Tax Act and whether tax paid under section 16-A of the Act and the amount of tax so paid or in arrears (iv). In case there has been no Income tax assessment at all in the past, whether returns submitted under section 21 (1) or (2) and 18-A if so, the amount of income returned or tax paid and the income tax circle/ward/district concerned (v) The name of address of Branch (es) verified the particulars setout above and found correct. Subject to the following remarks.	

Dated	:	Signature of I.T.O.
Seal :		Circle/Ward/District