

HIGH COURT OF ORISSA: CUTTACK

No. III-04/2024/3610 // Date :13.02.2025

NOTICE INVITING TENDER FOR SELECTION OF RECRUITING AGENCY

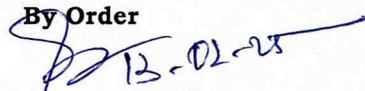
High Court of Orissa invites Techno-Financial Bids as per the Tender Document attached herewith from interested qualified Bidders to participate in the tender process for "Selection of Recruiting Agency". After going through the detail terms and conditions, eligible Bidders should submit their Techno-Financial Bid complete in all respect so as to reach the undersigned through Speed Post/Registered Post on or before the closing date and time.

An Indicative schedule of the Tender Process is as follows.

Sl. No.	Activity	Date
1.	Date of uploading of the NIT (Notice Inviting Tender) in the Court's website.	14/02/2025
2.	Publication of Indicative tender notice in Newspapers	14/02/2025
3.	Date of Pre-Bid meeting through Virtual Mode	01/03/2025 The prospective bidders in order to participate in the Pre-Bid meeting are to contact through the e-mail ID and phone No. given below 4 days prior to the date of Pre-Bid meeting . The Link to participate in Pre-Bid meeting will be shared with the prospective bidders through the e-mail only. E-mail ID :recruitment.od-hc@gov.in Contact No.: 9437498780/ 0671-2509788
4.	Last date for receipt of Tender	12/03/2025 (05.00 P.M.)
5.	Date of opening of Technical Bid	17/03/2025 (11.00 A.M.)
6.	Date of opening of Financial Bid	19/03/2025 (11.00 A.M.)
7.	Expected date of commencement of assignment	From the date of signing of agreement.
8.	Tender cost (Non-Refundable)	Rs 1000/- (Rupees One Thousand only) in the shape of DD drawn in favour of "The Registrar (Judicial), High Court of Orissa, Cuttack" payable at Cuttack.
9.	Earnest Money Deposit (EMD) {Refundable}	Rs. 2,00,000/- (Rupees Two Lakhs only) in the shape of DD drawn in favour of "The Registrar (Judicial), High Court of Orissa, Cuttack" payable at Cuttack.
10.	Performance security	The Successful Bidder shall pay 10% of the Contract Value as performance security by way of Demand Draft only. The demand drafts shall be drawn in favour of "The Registrar (Judicial), High Court of Orissa, Cuttack".
11.	Postal Address for submission of Tender	The Registrar (Judicial), High Court of Orissa, Cuttack, Odisha- 753002
12.	Mode of Submission of Tender	Through Speed Post / Registered Post to the address as specified at Sl. No. 11 during office hours only. Submission of bid through any other mode and late bid will be rejected.
13.	Place of opening of Tender	High Court of Orissa, Cuttack

Interested Bidders are further advised to visit the Court's website regularly for the updates relating to the above tender process.

By Order

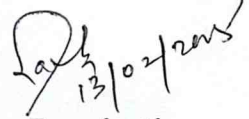

Registrar (Judicial)
High Court of Orissa, Cuttack

Memo No. 3611 (2)

Date:13.02.2025

Copy forwarded to ;

1. Notice Board of the Court,
2. Superintendent, Computer Section to upload the above notice in the Court's website.



Registrar, Examination



Notice Inviting Tender
For
Selection of Recruiting Agency

HIGH COURT OF ORISSA

Cuttack - 753002

www.orissahighcourt.nic.in

E-mail: recruitment.od-hc@gov.in

Disclaimer

This Notice Inviting Tender (NIT) is not an offer by High Court of Orissa, Cuttack but an invitation to receive offer from vendors/bidders. No contractual obligation whatsoever shall arise from the tender process unless and until a formal contract is signed and executed by duly authorized Officer of High Court of Orissa with the vendor/bidder.

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1. PURPOSE OF THIS TENDER

The purpose of this tender is to invite bid from the interested qualified bidders for conducting the Preliminary Examination for 32189 applicants using Optical Mark Reader (OMR) Mode for recruitment to the posts of Assistant Section Officer in High Court of Orissa pursuant to Court's Advertisement Number 02/2024 dated 14.05.2024. The conduct of Preliminary Examination shall broadly comprise the following :-

- i. Generation of Admit cards based upon the applicant's database to be provided by High Court of Orissa.
- ii. SMS based intimation to the candidates regarding the schedule of examination and downloading of admit cards.
- iii. Downloading of Admit Cards by the candidates from Court's website through a link to be provided by the agency.
- iv. Preparation of Question Bank as per the prescribed syllabus and standard.
- v. Printing of Question Papers & carbonless Optical Mark Reader (OMR) Sheets.
- vi. Selection and Preparation of Examination Centres.
- vii. Conduct of the Preliminary Examination across the 30 districts of Odisha.
- viii. Objection Management
- ix. Scanning and evaluation of the answered OMR Sheets.
- x. Tabulation of Marks
- xi. Preparation/Compilation of result, customized report generation and its submission to Court.
- xii. Submission of examination related data including CCTV footages to the Court.

The successful bidder upon execution of the agreement will be responsible for execution of the activities as indicated above. The details of the scope of work will be shared with the successful bidder at the time of signing of agreement of the contract which will also become an integral part of the said agreement.

2. ELIGIBILITY CRITERIA / PRE-REQUISITE

- i. The bidder should be a registered company/ firm in India with an objective of offering relevant solutions and services that are the subject matter of this tender.
- ii. The bidder must have its Office in Odisha.
- iii. The bidder should have a minimum annual turnover of at least Rs. 20 lakhs in each year for last three years operation.
- iv. The bidder must have valid ISO 27001 certificate.
- v. The bidder should submit the copy of the certificate in support of its Registration under GST Act.
- vi. The bidder should submit a copy of valid PAN card.
- vii. The bidder should furnish IT returns for the last three financial years (2021-2022, 2022-2023, 2023-2024).

- viii. The bidder should have a bank account of its own in a nationalised bank and to submit the statement of the last six months.
- ix. The bidder shall be single point of contact with High Court of Orissa and shall be solely responsible for the execution and delivery of the work. No Consortium of companies is allowed.
- x. The bidder should have conducted OMR based examinations of at least 25,000 candidates once during the last 3 years i.e. 2021-2022, 2022-2023 and 2023-2024 for Central Government Departments/ State Government Departments or their Autonomous bodies or PSUs/High Courts.
- xi. The bidder should have completed at least 2 OMR based examination in Odisha during last 3 years.
- xii. The bidder must have experience in developing question banks for Examinations/OMR Based Examinations by maintaining utmost confidentiality.
- xiii. The bidder must have subject experts on their panel to develop Multiple Choice Questions.
- xiv. All activities relating to Question Banks/Question papers would be primarily carried out ensuring complete security and confidentiality by the bidder as per the advertisement.
- xv. The contract shall be on "End to End outsource basis" and the bidder should have all relevant facilities and logistics available to execute the work.
- xvi. The bidder company/firm should not have been blacklisted by Central / State Government departments / PSU/ High Courts.
- xvii. The bidder company/firm must not have any criminal case pending against it in any court of law. The bidder shall disclose the details of any case pending against it as well as those which were disposed of in which it was a party.
- xviii. The bidder should be available 24 x 7 for any urgency that may arise during the period of subsistence of the contract.
- xix. Even though bidders may satisfy the above requirements, they may be disqualified if they have:
 - a. Made misleading or false representation or facts or deliberately suppressed the information to be provided in the forms, statements and enclosures of this document.
 - b. Record of poor performance such as abandoning work, not properly completing the contract or financial failures/weaknesses.
 - c. If confidential inquiry reveals facts contrary to the information provided by the bidder.
 - d. If confidential inquiry reveals unsatisfactory performance against any of the selection criteria/sub criteria.
 - e. If bidder is engaged in any activity such as conducting of coaching classes etc. which can influence conduct of examination.
- xx. The bidder company/firm shall be summarily rejected in case of any conditional bid offering.

3. **BIDDING PROCESS**

Name of the Work	Selection of Recruiting Agency to conduct the Preliminary Examination for recruitment to the posts of Assistant Section Officer in High Court of Orissa.
Date of uploading of the NIT (Notice Inviting Tender) in the Court's website.	14/02/2025
Tender Fees (Non-refundable)	Rs. 1,000/- (Rupees One Thousand) Only by way of Demand Draft drawn in favour of "The Registrar (Judicial), High Court of Orissa, Cuttack".
Earnest Money Deposit (EMD) (Refundable)	Rs. 2,00,000/- (Rupees Two Lakh) Only by way of Demand Draft drawn in favour of "The Registrar (Judicial), High Court of Orissa, Cuttack".
Date of Pre-Bid meeting through Virtual Mode	01/03/2025 The prospective bidders in order to participate in the Pre-Bid meeting are to contact through the email ID and Contact No. given below 4 days prior to the date of Pre-Bid meeting . The Link to participate in Pre-Bid meeting will be shared with the prospective bidders through email only. Email ID: recruitment.od-hc@gov.in Contact No.: 9437498780/ 0671-2509788
Last date for receipt of Tender	12/03/2025 (05.00 P.M.)
Date of opening of Technical Bid	17/03/2025 (11.00 A.M.)
Date of opening of Financial Bid	19/03/2025 (11.00 A.M.)
Place of bid opening	HIGH COURT OF ORISSA, CUTTACK

4. **BID DOCUMENTS**

The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required as per the Bid Document or submission of the bids not substantially responsive to the Bid Documents in every respect will be at the bidders risk and shall result in rejection of the bid.

5. **CLARIFICATION REGARDING BID DOCUMENTS**

For any query the prospective bidders may request through e-mail recruitment.od-hc@gov.in by 25/02/2025 and only those queries shall be met during the Pre-bid meet. No query shall be entertained after 25/02/2025.

6. **AMENDMENT OF TENDER DOCUMENTS**

At any time before the expiry of the last date for submission of Bids the High Court of Orissa may at its discretion modify the terms and conditions of the tender and may extend the deadline.

7. **SUBMISSION OF OFFERS**

The bidder shall submit their following proposal in two envelopes :

- a. **Technical Proposal/ Bid**
- b. **Financial Proposal/ Bid**

The Technical and Financial Proposals/Bids should be kept separately in sealed envelopes and super-scribed accordingly. Both the envelopes be further put in a big envelope and **super-scribed** as **"SELECTION OF RECRUITING AGENCY"** and the same be sent to "The Registrar (Judicial), High Court of Orissa, Cuttack Pin- 753002" through Speed Post/ Registered Post so as to reach on or before the last date of receipt of tender i.e. 12.03.2025 (05.00 P.M.). The tenders received beyond the last date and time shall not be accepted.

- i. The tender is a "Two Bid" document. The technical proposal should contain all the relevant information and desired enclosures in the prescribed format along with the demand draft(s) towards cost of Tender Fees and Earnest Money Deposit (EMD). The financial proposal should contain only price bid in FORM - VIII.

In case, any bidder encloses the financial bid within technical bid, the same shall be rejected summarily.

- ii. All information called for in the enclosed forms should be furnished against the respective columns in the forms. If information is furnished in a separate document, reference to the same should be given against respective columns in such cases. If any particular query is not applicable, it should be stated as "Not Applicable". However, the bidders are cautioned that not giving complete information called for in the tender forms or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information may result in the bidder being summarily disqualified.
- iii. The Tender document(s) should be computer generated and there should not be any overwriting or cutting or interpolation. The name and signature of bidder's authorized person should be recorded on each page of the application. All pages of the tender document shall be numbered, properly indexed and submitted as a package along with forwarding letter on agency's letterhead.
- iv. *Bidders must keep their offer open for a minimum period of 90 days from the date of opening of the tender*, within which the bidders cannot withdraw their offer.
- v. The bidder is advised to attach any additional information which he thinks is necessary regarding his capabilities to establish that the bidder is capable in all respects to successfully complete the envisaged work. He is however, advised not to attach superfluous information. After submission of the tender document no further information/document shall be entertained, unless the Court requires.
- vi. If the bidder deliberately gives incorrect or misleading information in their tender or wrongfully creates circumstances for the acceptance of the tender, the Court reserves the right to reject such a tender at any stage.
- vii. **The tender document has to be downloaded from Court's website (www.orissahighcourt.nic.in) and be submitted along with Tender Fees of Rs. 1,000/- (Rupees One Thousand) only, in the form of demand draft only drawn in favour of "The Registrar (Judicial), High Court of Orissa, Cuttack".** There is no exemption from payment of tender document fees and tenders without requisite fees shall not be accepted.

- viii. The technical bid shall be opened as per schedule mentioned in the "Bidding Process" in presence of bidders/ authorized representative who may like to be present.
- ix. Apart from the original quotation to be submitted in the manner detailed above, no copies should be sent to any other office of High Court of Orissa. Such offers will not be valid quotations. Offers sent through telegram/ telex and offers not submitted in the standard formats given in the tender document will be summarily rejected.
- x. The payment shall be made by High Court of Orissa only after successful completion of work. No advance payment shall be made and the successful bidder has to sign an agreement on non-judicial Stamp Paper containing all relevant clauses. In case the bidder fails to execute the contract, High Court of Orissa shall have liberty to get it done through any other agency and recover appropriate cost in addition to imposition of penalty.
- xi. Bidders are neither allowed to join hands to participate in the tender nor allowed to submit multiple bids. In case of detection of any such instance, their bid (s) is/are liable to be rejected.
Bidding and execution of agreement through consortium is not allowed. Further successful bidder shall not sub-contract the awarded contract or any part thereof.
- xii. High Court of Orissa reserves the right to award the work/cancel the award without assigning any reason and may in its discretion award the next stage(s) of the recruitment process to the successful bidder. In case of any dispute, the decision of High Court of Orissa shall be final. The work can be awarded to one or more agencies if need arises.

TECHNICAL PROPOSAL / BID

Following documents are to be submitted as part of technical proposal / bid in the sequence mentioned below:

Sl. No.	Document / Forms	Particulars
1	Form I	Bid Form
2	Demand Draft of Rs. 1000/-	Cost of Tender Fees
3	Demand Draft of Rs. 2,00,000/-	Earnest Money Deposit (EMD)
4	Form II	Particulars & qualifications of the bidders
5	Form III	Undertaking (on Rs. 10 Non-Judicial Stamp Paper duly notarized)
6	Filled in format of Annexure-I enclosed with required supporting documents (including Form No- IV to VII).	Documents in support of eligibility and technical capability.

FINANCIAL PROPOSAL / BID

Following document is to be submitted as part of financial proposal / bid mentioned below:

Sl. No.	Document / Forms	Particulars
1	Form VIII	Price Bid

N.B.

- All pages of the bid document shall be numbered, signed and stamped at the bottom by the bidder's authorized representative.
- Memorandum and article of association and copy of latest resolution in case of company, and partnership deed and power of attorney in case of firm, if required. All such documents should be duly attested by notary public.
- Provide the information as required in the formats. If any particular query is not applicable, it should be stated as "Not Applicable".

8. PERIOD OF CONTRACT

The contract will be initially for a period of three months from the date of signing of agreement or till completion of the Preliminary Examination whichever is earlier. The Court reserves the right to terminate/ extend the period of contract at any time with appropriate reason thereto.

9. PRICE QUOTATION

The bidder shall indicate the prices/rates under Form No.- VIII of this Tender Document.

- The bidders should quote their most competitive prices/rates and it should be noted that their quotations would not ordinarily be subject to further negotiations. Negotiations may however, be carried at the discretion of High Court of Orissa.
- All prices/rates should be clearly written both in figures and in words. Failure to write prices/rates both in figures and in words shall render the tender liable for rejection. Bidders should avoid alterations/corrections in the prices/rates submitted by them. However, if alterations/corrections in prices/rates are inescapable each alteration/correction should be indicated both in figures and words and duly attested under the full signature of the Bidder/Authorized Signatory.
- In case of a discrepancy between the prices/rates in figures and words, the prices/rates in words will be considered correct.
- The prices/rates quoted shall not be subject to any variation/revision throughout the period of validity of the offer.
- The Bidder shall quote the price of the Financial Bid as per the FORM-VIII.
- Under no circumstance, the price agreed upon with successful bidder shall change during the period of contract.

10. EARNEST MONEY DEPOSIT / EMD

The bidder shall be required to submit the Earnest Money Deposit (EMD) for an amount of Rs. 2,00,000/- (Rupees Two Lakh) only by way of Demand Draft only. The demand drafts shall be drawn in favour of "The Registrar (Judicial), High Court of Orissa, Cuttack". The demand drafts for Earnest Money Deposit must be enclosed in the envelope containing the technical bid. The EMD of the unsuccessful bidder(s) would be returned after award of the contract. Bid(s) received without EMD will be rejected.

- a. Earnest money will be returned to unsuccessful bidders without interest after award of contract or letting aside the tender, as the case may be on production of authorization as well as identity proof if the person appearing to receive the draft.
- b. Earnest money will be forfeited if the bidder unilaterally withdraws the offer, or unilaterally amends, impairs or rescinds the offer within the period of its validity.

11. ACCEPTANCE OF OFFER

High Court of Orissa reserves the right to accept any bid under this tender or to reject any bid or all bids without assigning any reason.

12. ELIMINATION AND EVALUATION PROCESS OF PROPOSALS

Bids shall be evaluated both in terms of 'Quality' as well as 'Quoted price' i.e. Quality- cum- Cost Based Selection (QCBS) methodology. The weightage for the 'Quality' is 70 (seventy) and the weightage for the 'Quoted price' is 30 (thirty).

The Evaluation would consist of following phases:

1. Phase-1: Evaluation of Technical Bids
2. Phase-2: Evaluation of Financial Bids
3. Phase-3: Combined evaluation of Technical and Financial Bids

[A] Phase-1: Evaluation of Technical Bids

The scoring criteria and evaluation matrix to be used for technical evaluation shall be as follows:

Sl. No.	Criteria	Supporting Document	Mark (max.100)
1.1	Technical Capability		20
1.1.1	Legal Structure	Certificate of incorporation/ Registration certificate / firm registration certificate.	10
	Partnership		7
	Private Limited		9
	Public Limited		10
1.1.2	CMMi level in Services	Copy of certificate issued by competent authority should be valid as on the closing date of tender.	10

	ISO 27001		7
	CMMi level 3 with ISO 27001		9
	CMMi level 5 with ISO 27001		10
1.2	Financial Capability		10
1.2.1	Average annual turnover from similar nature of service for the period 2021-22, 2022-2023, 2023-2024 :	Copy of Audited Balance Sheet and/or certificate of the Chartered Accountant for preceding three years.	10
	20 Lakhs - 1 Crore INR		7
	More than 1 Crore to 5 Crore INR		8
	>5 Crore INR		10
1.3	Specific Capability / Experience of the Bidder relevant to the assignment		30
1.3.1	Maximum No. of Candidates appeared in a single OMR based examination in India in last three year (as on date of bid submission)	Form IV & V supported by documentary evidence.	10
	25000 to 30000		7
	More than 30000 to 50000		8
	More than 50000		10
1.3.2	No. of Assignments in OMR based examination completed in Odisha in last three years (as on date of bid submission)	Form VI & VII supported by documentary evidence	10
	2 - 5 assignments		7
	6 - 10 assignments		8
	> 10 assignments		10
1.3.3	Maximum No. of districts covered in a single examination in Odisha in last three year (as on date of bid submission)		10
	1 - 10 districts		7
	11 - 20 districts		8
	21 - 30 districts		10
2	Presentation		40
2.1	Understanding of scope, deliverables, Methodology and past success stories (to be evaluated on the basis of presentation)	Presentation with proposed timeline to complete the assignment.	40

N.B.

The bidder must have its Headquarters/ Branch office in Odisha and must secure marks against all the criteria and their sub criteria and secure at least the minimum mark of 70 (seventy) in order to qualify the technical evaluation.

Analysis of Technical Bid

- i. The technical bid will be analysed & evaluated and the technical bid marks shall be assigned to each bidder on the basis of above mentioned evaluation matrix.
- ii. Those technical bids receiving greater than or equal to qualifying marks i.e. 70 will be eligible for consideration and evaluation of the technical score. In other words, the technical bids receiving less than 70 marks shall be disqualified / eliminated from further processing.
- iii. If required, the Committee may seek specific clarification from any or all bidders at this stage. The authority shall determine the bidder that qualify for the next phase after reviewing the clarifications provided by the bidder.
- iv. Technical Bid Score: the Technical Bid Score 'Ts' shall be derived as hereunder

$$\mathbf{Ts = (Stm/SH)*100,}$$

Where Ts is the Technical Bid Score

Stm=Mark obtained by the individual bidder as per the evaluation matrix.

SH= Highest mark of the bidder amongst all the bids under technical evaluation.

[Technical Bid score will be computed up to two (2) decimal places.]

- v. At any time during the process of evaluation the Authority may seek specific clarifications from any or all bidder(s). Detailed technical evaluation shall be carried out along with other conditions in the tender document to determine the substantial responsiveness of each tender. For this clause, the substantially responsive bid is one that conforms to all the eligibility, terms and conditions of the tender without any material deviation.
- vi. The Evaluation Committee may call the responsive bidder(s) who comply with all terms and conditions of the tender for discussion and presentation to facilitate and assess their understanding of the scope of work and its execution. The bidder should give a detailed presentation on how their *modus operandi* is best suited for High Court of Orissa. However, the Committee shall have sole discretion to call for discussion/presentation.

[B] Phase-2: Evaluation of Financial Bids

- i. In this phase, the financial bids of the bidder, who are technically qualified in Phase-1, shall be considered. Formula to determine the scores for the financial bids shall be as follows:

$$\mathbf{Fs=(FL/Ftm)*100,}$$

Where Fs is the Financial Score

Ftm is the price quoted by the individual bidder

FL is the value of Lowest Financial Bid

[Financial score will be computed up to two (2) decimal places.]

- ii. The Financial Bids shall be opened in the presence of representatives of technically eligible Bidders, who may like to be present. High Court of Orissa shall inform the Date, Place and Time for opening of the Financial Bid.

[C] Phase-3: Combined evaluation of Technical and Financial Bids

The Composite Score of the technically qualified Bidder(s) will be determined as under

$$\text{Composite Score(Cs)} = (0.70 * \text{Ts}) + (0.30 * \text{Fs})$$

[Composite score will be computed up to two (2) decimal places]

Three proposals on the basis of descending order of composite score (Cs) in the combined evaluation will be ranked as H-1, H-2 and H-3. The bidder H-1 with highest Cs value shall be deemed as successful bidder for award of contract. The bid will be awarded at the financial rates quoted by the bidder H-1. In the event of a tie i.e. same Composite Score (Cs) for two or more firms, the successful bidder will be decided on the basis of Highest Technical Score (Ts), failing which marks obtained during presentation will be the deciding factor. If all these criteria also result in tie, the turnover criteria shall be used.

13. AWARD OF CONTRACT

Successful bidder will have to enter into an agreement as “Recruiting Agency” with High Court of Orissa to conduct the Preliminary Examination for the posts of Assistant Section Officer as per the Advertisement No.02/2024. At the time of execution of the agreement, other than the documents/ affidavit / undertaking required in terms of tender document, the successful bidder will have to furnish an undertaking to conduct the preliminary examination in all the 30 districts of Odisha. If situation so warrants, the agency in consultation with the Court may relocate the examination centers of one district to another.

14. STANDARD OF PERFORMANCE

- i. The Bidder shall provide the services and carry out its other obligations under the agreement. The Bidder shall adhere to highest standard of professionalism and work ethics. It shall apply appropriate advanced technology and safe & effective methods during execution of this work and shall always act in respect of any matter relating to this agreement as faithful executor for High Court of Orissa. The Bidder shall always support and safeguard the legitimate interests of High Court of Orissa while carrying out the assignment.
- ii. The Bidder shall abide by the provisions of the legislation(s) relating to the Information Technology, prevalent in this country.

15. INTELLECTUAL PROPERTY RIGHTS

The Bidder should not infringe upon any patent or intellectual property rights while carrying out this project. The bidder shall be solely liable for any dispute in this regard.

16. APPLICABLE LAW

The contract shall be interpreted in accordance with the laws of the Union of India. The Courts at Cuttack shall have the exclusive jurisdiction to deal with the disputes arising out of the contract.

17. PERFORMANCE SECURITY

- i. The Successful Bidder shall pay 10% of the Contract Value as performance security by way of Demand Draft only. The demand drafts shall be drawn in favour of "The Registrar (Judicial), High Court of Orissa, Cuttack".
- ii. The performance security can be retained by High Court of Orissa as compensation for any loss (es) resulting from the failure of the Bidder to meet out its obligations under the Contract. This shall be in addition to any other action/penalty as may be taken or imposed by High Court of Orissa for failure to fulfil the terms and conditions of contract.
- iii. The Bidder has to submit the performance security before the Registrar (Judicial), High Court of Orissa, Cuttack at the time of execution of agreement.
- iv. The Performance Security will be released by High Court of Orissa in favour of the Bidder not later than 90 days after the date of successful completion of the assignment.
- v. No interest will be paid to the successful bidder on Performance Security.

18. PAYMENT TERMS

- i. The payment will be made subject to submission of invoice/ bills in duplicate after the successful completion of the examination as per the mutually accepted rate in the contract.
- ii. Payment would be released after analysis of data, rectification of discrepancies, if any, and handing over of complete data and documents by the bidder.
- iii. Payment shall be made subject to deductions of TDS, if any.

19. GOVERNING LANGUAGE

The bid & contract shall be written in English language. All correspondences and other documents pertaining to the contract, which are exchanged between the parties, shall be written in the English language.

20. PENALTY CLAUSE / LIQUIDATED DAMAGE

If the assignment, either not completed or not completed satisfactorily as per the agreed time schedule, forming part of the contract agreement due to reasons solely and entirely attributable to the bidder and not in any way attributable to the delay on the part of High Court of Orissa, a penalty @ 1.0% of the bid value of the delayed stage of the item, per day (subjected to maximum 10%) may be imposed.

If the delay adversely affects conduct of examination, the performance security deposit will be forfeited and other legal action would be initiated as per terms and conditions of contract. For every re-examination to be conducted at any center/venue due to any reason attributable to the bidder, the cost of re-examination at each center will be borne by the agency.

If the agency fails to provide adequate and proper seating arrangements, basic amenities, ventilation facilities, required numbers of invigilators and other manpower and other facilities at the examination centre(s) etc., penalty will be imposed on the basis of feedback received from the

Inspecting Officers/ Observers of High Court of Orissa deployed at each Centre and it may be up to 10% of quoting rates (per candidate rate) for each deficiency alongwith other penalties.

In given circumstances, the High Court of Orissa in its discretion may annul the contract, obtain necessary documents from the bidder and get the work executed through any other agency.

21. DELAYS IN THE BIDDER'S PERFORMANCE

Conduct of the examination as per timeline is the main aspect of the work. Services shall be provided by Bidder in accordance with the mutually agreed time schedule in the agreement and as notified from time to time by High Court of Orissa to the bidder and will become the forming part of the Contract Agreement.

The activities involved are time bound and it is expected that no extension of time for performance of any activity/ activities will either be sought or given. However, if any time during the course of the contract, the Bidder encounters conditions impeding the timely delivery of the items and the performance of the service, the Bidder shall promptly notify to High Court of Orissa in writing the fact of the delay, its likely duration and its cause(s). The dates declared for examination are absolute unless changed by High Court of Orissa on its own.

Delay on part of the Bidder in the performance of its delivery obligations shall render the bidder liable to the imposition of penalty unless an extension of time is agreed upon.

22. CONFIDENTIALITY

The Bidder and their personnel shall at no point of time disclose any proprietary or confidential information relating to the services and agreement without the prior consent of High Court of Orissa.

23. LOCAL CONDITIONS

The Bidder shall personally inspect the districts/sites of operation and shall satisfy itself of the districts/site conditions and availability of required resources prior to the test and shall inform the same to the High Court.

24. OWNERSHIP OF DATA

The entire recruitment related data shall be the exclusive property of High Court of Orissa, Cuttack.

25. RESPONSIBILITIES OF THE BIDDER

The Bidder shall be responsible for successful conduct of the recruitment process. In addition to the roles and responsibilities outlined in the "PURPOSE OF THIS TENDER", the responsibilities of the successful bidder will also include but will not be limited to the following:

- i. Work in close coordination and consultation with High Court of Orissa and provide reports as and when required by High Court of Orissa.
- ii. Carry out the activities and deliverables within the stipulated time-frame.

- iii. Ensure that the timelines are strictly adhered to.
- iv. Ensure that all security measures are in place to secure the data, code or functionality.
- v. Ensure that no personal/private information relating to candidates is shared with anyone.
- vi. Ensure maintaining sanctity of the examination at all cost.
- vii. The successful bidder shall be held responsible for any irregularity if noticed at any time during and after the completion of the recruitment process.

26. OTHER WORKS

The Bidder shall be responsible for providing any data or information relating to examinations as may be required by High Court of Orissa, for various purposes like RTI queries, Court cases, Parliament/Assembly questions, Press notices etc.

27. INTERPRETATION

In these Terms & Conditions:

- i. References to laws shall mean the applicable laws of India and references in the singular shall include references in the plural and vice versa.
- ii. References to a particular article, paragraph, sub-paragraph or schedule shall, except where the context otherwise requires, be a reference to that article, paragraph, sub-paragraph or schedule in or to this tender.
- iii. In case of any inconsistency or interpretation of any clause, the decision of High Court of Orissa shall be final & binding on the Bidder.

ANNEXURE-I**CHECKLIST FOR SUBMISSION OF DOCUMENTS**

Sl. No.	Particular	Supporting Documents	Page No.
1.	The bidder should be a registered company/ firm in India with an objective of offering relevant solutions and services that are the subject matter of this tender.	Certificate of incorporation/ Registration certificate / firm registration certificate.	
2.	The Bidder must have its Office in Odisha.	Copy of the address proof in shape of Electricity Bill/ Telephone Bill/ Rent Agreement.	
3.	The Bidder should have a minimum annual turnover of at least Rs. 20 Lakhs in each year for last three years operation for conduct of examinations.	The balance sheet/audited report for the last three financial years certified by Chartered Accountant should be submitted (2021-2022, 2022-2023, 2023-2024)	
4.	The bidder must have valid ISO 27001 certificate.	Copy of certificate issued by competent authority having validity as on the closing date of tender.	
5.	CMMi Level in services (Level 3/ Level 5)	Copy of certificate issued by competent authority having validity as on the closing date of tender.	
6.	The Bidder should submit a copy of Registration Certificate in support of GST.	Self-signed copy of GST Registration Certificate.	
7.	The Bidder should submit a copy of valid PAN card	Self-signed copy of PAN Card.	
8.	The Bidder should furnish IT returns for the last three financial years (2021-2022, 2022-2023, 2023-2024)	IT returns for the last three financial years (2021-2022, 2022-2023, 2023-2024)	
9.	The Bidder should have a nationalised bank account of its own and to submit the statement of the last six months	Bank Account statement of the last six months.	
10.	The bidder should have conducted OMR based examinations of at least 25,000 candidates once during the last 3 years i.e. 2021-2022, 2022-2023 and 2023-2024 for Central Government Departments/ State Government Departments or their Autonomous bodies or PSUs/High Courts.	Form IV & V along with details of the contract executed with the clients as well as certificates of satisfactory performance.	
11.	No. of Assignments in OMR based examination completed in Odisha in last three year (as on date of bid submission)	Form VI & VII along with details of the contract executed with the clients as well as certificates of satisfactory performance.	
12.	The bidder company/firm must have experience in developing question banks for Examinations/ OMR Based Examinations	A self-declaration in this regard.	

13.	The bidder company/firm must have subject experts on their panel to develop multiple choice questions.	A self-declaration in this regard.	
14.	The bidder company/firm must not have been blacklisted by Central / State Government departments / PSU/ High Courts.	Self-declaration in this regard.	
15.	The bidder company/firm must not have any criminal case pending against it in any court of law and also shall disclose the details of any case pending against it as well as those which were disposed of in which it was a party.	Self-declaration in this regard.	
16.	No. of districts covered in a single examination in Odisha in last three year (as on date of bid submission).	Self-declaration supported by documentary evidence.	
17.	Original authorization letter / Power of attorney executed in favour of the representative for signing the bid document.	Original authorization letter / Power of attorney as an enclosure to Form-II	
18.	The Bidder should not infringe upon any patent or intellectual property rights while carrying out this project.	Self-declaration in this regard.	

Form I : Bid Form

Reference No.:

FILE NO

The Registrar (Judicial)
High Court of Orissa, Cuttack

Sir,

I/ We hereby submit our Tender Paper pursuant to Court's Notice No._____, dt._____ towards Selection of Recruiting Agency to conduct Preliminary Examination for recruitment to the posts of Assistant Section Officer in High Court of Orissa, Cuttack.

I / We have enclosed the earnest money deposit in the shape of demand draft of Rs.2,00,000/- (Rupees Two Lakh) only (Refundable) drawn in favour of "The Registrar (Judicial), High Court of Orissa, Cuttack" payable at Cuttack, vide Demand Draft No._____, dt._____ Issued from Bank _____.

We hereby agree to all the terms and conditions, stipulated by High Court of Orissa, Cuttack. In this connection the technical bid and financial bid are being submitted under separate covers for consideration.

I/ We have noted that overwritten entries shall be deleted unless duly struck out & re-written and initialed. Tenders are duly signed (No thumb impression should be affixed).

I / We undertake to sign the contract / agreement within 7 (seven days) from the issue of the letter of acceptance and start the work as per instruction immediately, failing which our / my earnest money deposit may be forfeited and our / my name may be removed from the empanelled list of service providers / bidders at High Court of Orissa.

I/We agree to abide by this bid for a period of 90 (Ninety) days after the date fixed for bid opening or for any further period for which bid validity is extended and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

I / We agree that until a formal contract is prepared and executed, this bid together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

I / We understand that you are not bound to accept the lowest or any bid you may receive.

I / We have gone through all terms & conditions of the tender documents before submitting the same and accept the same.

NOTE: ALL TERMS & CONDITIONS SUCH AS TAXES, GST ETC. HAVE BEEN INDICATED IN THE QUOTATION FAILING WHICH IT WILL BE PRESUMED THAT THE PRICES/RATES ARE INCLUSIVE OF ALL TAXES, GST AND OTHER TERMS & CONDITIONS ARE ALSO AS PER YOUR REQUIREMENTS.

Yours faithfully,

Signature of the Authorized Signatory of Bidder

Full Address

WITNESS _____

WITNESS _____

Form II: Particulars and qualifications of the bidders

1. Organization Name:

Year of Incorporation / Registration in India:

Year of Start of Operation in India:

TIN No.:

PAN No.:

GST (GSTIN) Registration No.:

2. Registered Office Address

Telephone No. (s):

Mobile No. (s):

Fax No. (s):

Email:

3. Legal status of the bidder: Company / Firm / Proprietorship/ Others (_____)

4. Annual Turnover for the last 3 years (2021-2022, 2022-2023 & 2023-2024)

Sl. No.	Financial Year	Total Annual Turnover

Please attach Balance-Sheet or Income-Expenditure and Assets-liabilities status position during these 3 years, duly audited by Chartered Accountant/ Statutory Auditors.

5. Particulars of EMD

a)	Name of the Bank	
b)	Address of Bank branch issuing the draft	
c)	Code No. of Bank Branch, IFSC & MICR No.	
d)	Amount of Draft	
e)	Bank Draft No. & Date	
f)	Valid up to (Give Date)	

6. A) Particulars of the person authorized for signing the bid documents on behalf of the bidder.

Name, Designation & Address of the authorized person.

.....
.....

6. B) Name, Designation & Address of the authority who authorizes the above person as his/ her representative for signing the bid documents.

.....
.....

(Please enclose original authorization document (Power of attorney/ Authorization letter etc.)

Form III: Undertaking (on Rs.10 Non Judicial Stamp Paper duly notarized)

Undertaking

I/We hereby undertakes that:-

I/ We hereby submit our Tender Paper pursuant to Court's Notice No._____, dt._____ towards Selection of Recruiting Agency to conduct Preliminary Examination for recruitment to the posts of Assistant Section Officer in High Court of Orissa, Cuttack.

I / We have enclosed the EMD in the shape of demand draft of Rs.2,00,000/- (Rupees Two Lakh) only (Refundable) drawn in favour of " The Registrar (Judicial), High Court of Orissa, Cuttack" payable at Cuttack, Demand Draft. No._____ dated_____ issued from Bank_____ and for cost of tender document a demand draft of Rs. 1,000/-(Non Refundable) drawn in favour of "The Registrar (Judicial), High Court of Orissa, Cuttack", payable at Cuttack, Demand Draft. No._____ dated _____ issued from Bank_____.

I / We hereby agree to all the terms and conditions of this tender document and in this connection the technical bid and financial bid are being submitted under separate covers for consideration.

I/ We have noted that overwritten entries shall be deleted unless duly out & re-written and initialed.

Tenders are duly signed (No thumb impression should be affixed).

I / We undertake to sign the contract / agreement if required within 7 (seven days) from the issue of the letter of acceptance and start the work as per the mutually terms and conditions of the agreement, failing which our / my security money deposited may be forfeited and our / my name may be removed from the empaneled list of service providers/bidders at High Court of Orissa.

I / We agree to abide by this bid for a period of 90 (Ninety) days after the date fixed for bid opening or for any further period for which bid validity is extended and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

I / We agree that until a formal contract is prepared and executed, this bid together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

I / We understand that you are not bound to accept the lowest or any bid you may receive.

I / We have gone through all terms & conditions of the tender documents before submitting the same and accept the same.

NOTE: ALL TERMS & CONDITIONS SUCH AS TAXES, GST ETC. HAS BEEN INDICATED IN THE QUOTATION FAILING WHICH IT WILL BE PRESUMED THAT THE PRICES/RATES ARE INCLUSIVE OF ALL TAXES, GST AND OTHER TERMS & CONDITIONS ARE ALSO AS PER YOUR REQUIREMENTS.

Yours faithfully,

Signature of the Authorized Signatory of Bidder
Full Address

WITNESS _____

WITNESS _____

Form IV: Details of OMR Based Examinations completed during last 3 years

Performa for Performance Statement

(Summary profiles of the projects completed during last three years related to recruitment examination conducted in OMR mode)

Sl. No.	Name, Address, Tele No. and FaxNo. of the Organization for which Recruitment Examination work has been executed (also mention Name, Designation andcontact No. of the contact person of the organization)	Description and Name & year of the Examination	Year of execution	No. of candidates appeared	Remarks

Note: Attach details of the contract executed with clients.

Date.....

(Signature).....

Place.....

(in the capacity of):

Duly authorized to sign Bid for and on behalf
of the Bidder.....

Form V: Details of Satisfactory Performance report from clients during the last 3 years relating to conduct of OMR based examination

Performa for Performance Statement

(List of Satisfactory Performance Certificate from Clients related to Recruitment Examination conducted in OMR mode)

Sl. No.	Name, address, Tele No. and Fax no. of Organization for which Recruitment Examination work has been executed (also mention Name, Designation and contact No. of the contact person of the Organization)	Description & Name of the Examination	Year of Execution	No. of candidates appeared	Remarks

Note: Attach the Satisfactory Service Certificate from the organizations for whom projects executed successfully as annexure to this list.

Date.....

(Signature).....

Place

(in the capacity of):

Duly authorized to sign Bid for and on behalf
of the Bidder

Form VI: Details of OMR Based Examinations completed in Odisha during last 3 years

Performa for Performance Statement

(Summary profiles of the projects completed during last three years related to recruitment examination conducted in OMR mode)

Sl. No.	Name, Address, Tele No. and FaxNo. of the Organization for which Recruitment Examination work has been executed (also mention Name, Designation andcontact No. of the contact person of the organization)	Description & Name of the Examination	Year of execution	No. of candidates appeared	No. of Districts covered

Note: Attach details of the contract executed with clients.

Date.....

(Signature).....

Place.....

(in the capacity of):

Duly authorized to sign Bid for and on behalf
of the Bidder.....

Form VII: Details of Satisfactory Performance report from the clients of Odisha during the last 3 years relating to conduct of OMR based examination

Performa for Performance Statement

(List of Satisfactory Performance Certificate from Clients related to Recruitment Examination conducted in OMR mode)

Sl. No.	Name, address, Tele No. and Fax no. of Organization for which Recruitment Examination work has been executed (also mention Name, Designation and contact No. of the contact person of the Organization)	Description & Name of the Examination	Year of Execution	No. of candidates appeared	No. of Districts covered

Note: Attach the Satisfactory Service Certificate from the organizations for whom projects executed successfully as annexure to this list.

Date.....

(Signature).....

Place

(in the capacity of):

Duly authorized to sign Bid for and on behalf

of the bidder

Form VIII: Price Bid

[On the Letterhead of Bidder and should be separately sealed as per instruction]

Reference/File No.: Date:

The Registrar (Judicial),
High Court of Orissa, Cuttack

Sir,

I/ We hereby submit our price bid as financial proposal towards Selection of Recruiting Agency to conduct Preliminary Examination of 32189 candidates for recruitment to the posts of Assistant Section Officer for High Court of Orissa, Cuttack with due adherence to the deliverables as outlined in the "PURPOSE OF THIS TENDER".

Sl. No.	Activity	Rate in INR Per Candidate (in figure)	Rate in INR per Candidate (in words)
1	Charges for conducting Preliminary Examination (OMR based)		

Note: GST extra as applicable.

Date.....

(Signature).....

Place.....

(in the capacity of):

Duly authorized to sign Bid for and on behalf
of the Bidder

Definitions

The following bold/capitalized terms used in terms & conditions shall have the meanings set forth hereunder for the convenience of reference for this contract:

- **'Agreement'** means this agreement signed between both the parties, containing mutually agreed terms and conditions.
- **'ASO'** means Assistant Section Officer.
- **'Bid'** means the Technical and Financial bids.
- **'Centre'** means examination center in which examination is to be conducted.
- **'Court'** means High Court of Orissa, Cuttack acting through Registrar (Judicial).
- **'EMD'** means Earnest Money Deposit.
- **'NIT'** means Notice Inviting Tender.
- **'Tender'** means the Tender floated by High Court of Orissa, Cuttack inviting tender towards Selection of Recruiting Agency to conduct Preliminary Examination for recruitment to the posts of Assistant Section Officer in High Court of Orissa, Cuttack.