



ODISHA POWER TRANSMISSION CORPORATION LIMITED
(A Govt. Of Odisha Undertaking)

Regd.Office, Janpath, Bhubaneswar -751022

Request for Proposal (RfP)

For

Engagement of Consulting Firm to Conduct Computer Based Test
(CBT) for Recruitment/ Selection Purposes

For further details, please visit the website

www.optcl.co.in

RfP Identification No.: OPTCL/HRD/RECTT/1/2019



ODISHA POWER TRANSMISSION CORPORATION LTD.

(A Govt. of Odisha Undertaking)

Regd. Office: Janpath: Bhubaneswar-751022, Odisha

Phone : 0674-2540051, Fax – 0674-2541275, Website: www.optcl.co.in

Notice Inviting Tender(NIT)

CONSULTANCY SERVICES FOR CONDUCTING RECRUITMENT/SELECTION PROCESS

NIT No. OPTCL/ HRD/RECTT/

01

Dated, 08.03.2019

Odisha Power Transmission Corporation Ltd. (OPTCL) invites bids under single stage two-part bidding system from reputed Consulting Firms/ Agency for consultancy services for Recruitment/ Selection Process as per the detailed Scope of Work in the tender document.

Bid Security Deposit (EMD) (In Rs.)	Last date/time for Submission of Bids	Date and Time of Opening of Techno-Commercial Bid	Non-refundable Cost of Bid Document (In Rs.)	Date , Time And Venue of the Pre-Bid Conference
1	2	3	4	5
Rs.2,50,000/- (Rupees Two Lakh Fifty Thousand) only to be submitted in shape of Demand Draft	12.04.2019 1:00PM	12.04.2019 3:00PM	Rs.12,000.00 plus GST @12%	25.03.2019 at 11.30 AM Conference Hall, 4 th Floor Odisha Power Transmission Corporation Ltd, Janpath, Bhoi nagar, Bhubaneswar-751022

Sale of tender documents will start from 13.03.2019 11 AM on to 11.04.2019, 5PM during working hours. Tender documents can also be downloaded from the official website of Odisha Power Transmission Corporation Ltd : www.optcl.co.in. EMD, Tender cost and copy of the GST registration have to be submitted prior to last date and time for submission of Tender.

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

Note: Bidders are requested to regularly visit official website of Odisha Power Transmission Corporation Ltd., “www.optcl.co.in” for amendment/errata/corrigendum (if any) and any other information relating to this tender.

**Sr. GM (HRD) MPPR
OPTCL**

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Section-I

PREFACE

Odisha Power Transmission Corporation Limited (OPTCL) a state owned Power utility organization in Odisha is engaged in the business of transmission of electricity with a vision to emerge as one of the leading utilities in the country in Transmission space. The present asset value of the Corporation is about Rs.3000 Crores. At present OPTCL is supplying power to the State through its transmission system comprising of 147 grid sub-stations and 13,892,771 ckt. km long transmission lines of different voltage classes spread across the geographical area of the State. The present manpower sanctioned strength of the company is around 5149.

OPTCL has recruited around 319 Graduate/ Diploma Engineers & Professionals in the last five years and around 672 ITI Technicians and Administrative Non Executives. The quantum of applications received for one advertisement is around 6000-15000 numbers. OPTCL is planning to recruit around 250 numbers of executive and non-executives on average annually through on line examination for the post of Graduate/ Diploma Engineers, Professionals (HR/ Finance/ IT / PR/ Law), Non-Executives (both Technical & Administrative) etc over next three Financial Years.

DISCIPLINE-WISE EXECUTIVE MAN-POWER as on 01.03.2019

Sl No	Discipline	Sanctioned Strength
1	Electrical	1393
2	Telecom	149
3	Civil	32
4	Mechanical	0
5	Finance	175
6	HRD	80
7	IT	39
8	PR	3
9	Comp Secy	2
10	Legal	6
11	Medical	2
12	Others	28
13	Deputation	7
	TOTAL	1916

Section-II

Instructions to Bidders (ITB)

A. General:			
1.	Scope of the Bid	1.1	The Scope of Work broadly covers assisting in designing R e c r u i t m e n t Advertisement, developing And customizing of online applications system, hiring & maintenance of online server, arrangement for downloading of filled application form with computer generated registration number, sending e-mail and SMS to the candidates regarding date & venue for Online Test etc , arrangement for downloading call letters for online test , consolidation of application data / exam fee, roll number generation, venue booking, setting of question papers, deputing officials and co-coordinators to the venues decided for test, preparing, developing and finalizing of result of written test.
2.	Eligible Bidders	2.1	The Consultant Firm/ Agency, meeting the Eligibility criteria mentioned in Section-IV will be regarded as Eligible Bidders.
3.	Joint Venture/Consortium	3.1	Not applicable.
4.	Documentary Evidence	4.1	The Bidder shall furnish; a. The relevant Work Orders/LOA/Contract Agreement along with copies of certificate from the client duly signed by the competent authority of the Client in proof of successful completion of the consultancy work in support of information furnished in FORM(F-3) . b. The Audited Accounts of the last three financial years. The certified copy of the Average Annual Turnover based on the Audited Accounts duly certified by the Chartered Accountant in FORM (F-4) . c. The copy of the certificate of incorporation. d. GST registration certificate. e. Nil Deviation Certificate in FORM (F-5) . f. Documentary evidence in proof of Key Personnel's experience in FORM (F-2) . g. Power of Attorney for Authorised Signatory.
		4.2	Non-compliance to the above requirement even after seeking necessary clarification shall render the offer non-responsive.
B. Contents of Bidding Document			
5.	Sections of the Bidding Document	5.1	The Bidding Document consists of nine Sections as indicated below, and should be read in conjunction with any addenda issued in accordance with ITB Clause-7 . Section-I-Preface Section-II-Instructions to Bidders (ITB) Section-III-Bid Data Sheet (BDS) Section-IV-Eligibility Criteria Section-V-Scope of Work Section-VI-Bid Evaluation Methodology Section-VII-General Conditions of Contract (GCC) Section-VIII-Bidding Forms Section-IX-Contract Forms
		5.2	Odisha Power Transmission Corporation Limited is not responsible for the completeness of the Bidding Document and its addenda, if they were not obtained directly from OPTCL.

		5.3	The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the Bid.
6.	Clarifications on Bidding Document	6.1	Bidders may seek clarifications in writing relating to preparation and submission of bids, scope of works, GCC etc. prior to the pre-bid conference. Such requests will be submitted at least 2 days (excluding the date of pre-bid meeting) before the date of Pre-bid meeting. Bidders' queries will be discussed in the pre-bid conference. The clarifications to the queries and/or addenda to the RfP document shall be published in the website of OPTCL i.e. www.optcl.co.in .
		6.2	The pre-bid conference shall be held as per the schedule mentioned in the Bid Data Sheet (BDS)-Section-III.
		6.3	No clarification shall be entertained after the pre-bid conference.
7.	Amendment of Bidding Document	7.1	At any time prior to the deadline for submission of the bids, OPTCL may amend the bidding document by giving reasonable time and issuing addenda.
		7.2	Any addenda issued shall be part of the bidding document. The bidder shall visit OPTCL's website for any addendum / modification / errata / corrigendum etc.
		7.3	OPTCL, at its discretion for any reason at its own initiative may add, modify or remove any element of the services entirely or any part thereof from the bid document till the time of deadline for submission of bid. All bidders will be notified of any such change.
		7.4	In order to provide prospective bidders reasonable time to take the amendments into account in preparing their bids, OPTCL may, at its discretion, extend the last date for the submission of bids.
		7.5	Any addendum issued shall be part of the bidding document and shall be hosted in OPTCL's website.
C. Preparation of Bids			
8.	Cost of Bid preparation	8.1	The Bidder shall bear all costs associated with the preparation and Cost of submission of its Bid. OPTCL shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
		8.2	A demand Draft amounting to Rs 12,000/- (Rupees Twelve thousand only) Plus GST @12% in favour of "DDO Hqrs, Odisha Power Transmission Corporation Limited" payable at "Bhubaneswar" OR Cash Receipt from DDO, Odisha Power Transmission Corporation Ltd for equivalent amount towards the cost of the bid document shall be furnished at the time of purchase of document OR at the time of submission of RfP document if downloaded from website of OPTCL " www.optcl.co.in ". The downloaded RfP documents will be accepted by Odisha Power Transmission Corporation Limited only if it is supported by the demand draft / cash receipt towards cost of bid document.
9.	Language of Bids	9.1	The Bid, as well as all correspondences and documents relating to the Bid exchanged between the Bidder and OPTCL, shall be written in English.
10.	Documents comprising Bid	10.1	The Bid shall comprise two envelopes to be submitted separately, one containing the Techno-Commercial Proposal and the other containing the Price Proposal , which shall be evaluated in two stages.
		10.2	The first envelope shall contain one (01) original and one (01) copy of the Techno-Commercial Proposal, clearly marked as 'ORIGINAL' and 'COPY'. (PART-I) The second envelope shall contain one (01) original and one (01) copy of the Price Proposal clearly marked as 'ORIGINAL' and 'COPY'. (PART-II)

			Both the envelopes shall be sealed inside a bigger envelope, clearly mentioning the name and address of the Bidder, RfP identification No., and the authority to whom the Bid is being submitted to.
		10.3	During Stage-1 of the evaluation , the Techno-Commercial Proposals shall be opened as per ITB Sub-Clause-23.1&at the address, date and time specified in the BDS, Section-III. Bidder shall not be allowed to modify/amend/change the Techno-Commercial Proposals after submission of the Bid, unless otherwise specifically asked by the OPTCL. The Techno-Commercial Proposals which do not conform to the specified requirements even after seeking clarification, if any by the OPTCL will be rejected as non-responsive Bids.
		10.4	During Stage-2 of the evaluation , Price Proposals of Techno-Commercially successful bidders shall be opened at the date and time and place as intimated by OPTCL.
		10.5	For the final evaluation, the weightage assigned to Techno-Commercial Proposal and Price Proposal is 70% and 30% respectively. The successful Bidder shall be decided on the QCBS evaluation basis as per this weightage.
		10.6	The Techno-Commercial Proposal should be submitted along with: a) Techno-Commercial Proposal Submission Forms; b) Cost of Tender Documents for 12,000/- (Rupees Twelve thousand only) Plus GST @12% DDO HQrs, Odisha Power Transmission Corporation Limited and payable at Bhubaneswar, Odisha, if down loaded and Money receipt, if purchased directly from Odisha Power Transmission Corporation Limited. (c) Bid Security (EMD) for Rs. 2,50,000/- (Rupees Two Lakh Fifty Thousand) only, in the form of Demand Draft issued in favour of DDO Hqrs, Odisha Power Transmission Corporation Limited and payable at Bhubaneswar, Odisha, in accordance with ITB Clause-17 ; d) Power of Attorney authorizing the signatory of the Bid To commit the Bidder, in accordance with ITB Clause-18 ; e) Documentary evidence in accordance with ITB Clause -15 establishing the Bidder's eligibility to bid; f) Documentary evidence in accordance with ITB Clauses -4.1and 26 , that the bid conforms to the Bidding Document which includes the following: i. Manpower on roll dedicated and trained for managing end to end CBT process. ii. Self-Certificate from authorized signatory of the bidder in respect of Copy Right of complete source code of software proposed. g) Nil deviation Certificate. h) Abstract of general terms & conditions. i) BIO-Data of Key Personnel detailed in FORM (F-2) j) Any other document required in the Bidding Forms.
		10.7	The Price Proposal should include the following: a) Price Proposal Submission Sheet and the applicable Price Schedules in FORM- P-1 &P-2 of Section-VIII (Bidding Forms) , in accordance with ITB Clauses-11, 13 and 14 ; b) any other document required in the BDS.
11.	Bid Submission Sheets and Price Schedules	11.1	The Bidder shall submit the Techno-Commercial Proposal and the Price Proposal using the appropriate Submission Sheets provided in Section-VIII (Bidding Forms) . These forms must be completed without any alteration to their format, and no substitute shall be accepted. All

			blank spaces shall be filled in with the information requested. The Bidder shall submit, as part of the Price Proposal, the Price Schedules for Services, using the forms furnished in Section- VIII(Bidding Forms) .
		11.2	The Bidders should take note of following points while submitting the Price Proposal: a) Price Proposal should clearly indicate the price to be charged without any qualifications. b) GST as applicable shall be paid extra as per prevailing rate.
12.	Alternate Bids	12.1	Alternate Techno-Commercial and /or Price bids shall be rejected.
13.	Bid Prices and Discounts	13.1	The prices quoted by the Bidder in the Price Proposal Submission Sheet (FORM-P1)and in the Price Schedules (FORM-P2) shall conform to the requirements specified therein.
		13.2	Prices quoted by the Bidder must be firm and final and shall remain constant throughout the period of the contract and shall not be subject to any variation except GST.
		13.3	The bidders are advised not to indicate any separate discount. Discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, will not be taken into account for evaluation purpose. However, in the event of such an offer if it is found to be the lowest without considering the separate discount, OPTCL shall avail such discount at the time of award of contract provided such discount is unconditional.
14.	Currencies for the Bid	14.1	Bidders shall express their bid price in Indian Rupees only.
15.	Documents Establishing the Qualification of the Bidder	15.1	To establish its qualifications to perform the Contract without any deviation, the Bidder shall submit as part of its Techno-commercial proposal, the evidence indicated for each qualification criteria specified in Section-IV (Eligibility Criteria) .
16.	Period of validity of Bids	16.1	Bids shall remain valid for such period as mentioned in BDS after the bid submission deadline date prescribed by OPTCL. A Bid valid for a shorter period shall be rejected by OPTCL as non-responsive.
		16.2	In exceptional circumstances, prior to the expiration of the bid validity period, OPTCL may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. The Bid Security furnished in accordance with ITB Clause-17 shall also be extended for a corresponding period. A Bidder may refuse the request for such extension without forfeiting its Bid Security.
17.	Bid Security	17.1	The Bidder shall furnish as part of its Techno-commercial Proposal, a Bid Security (EMD) in form of Demand Draft for an amount of Rs 2,50,000/- (Rupees two lakh fifty thousand) only in favour of DDO Hqrs Odisha Power Transmission Corporation Limited payable at Bhubaneswar only issued by a Scheduled Bank.
		17.2	Any Bid not accompanied by Bid Security in accordance with ITB Sub-Clause-17.1 , shall be rejected outrightly by Odisha Power Transmission Corporation Limited as non-responsive.
		17.3	The Bid Security of unsuccessful Bidders shall be returned after signing of the Contract and submission and acceptance of CPBG submitted by the successful bidder.
		17.4	The successful Bidder has to furnish the required Contract Performance Bank Guarantee before the signing of the Contract. The bid security of successful bidder shall be returned after acceptance of Contract Performance Bank Guarantee by OPTCL.
		17.5	The Bid Security may be forfeited, if the successful Bidder fails to:

			<p>a) Acknowledge the Letter of Award within 7 days of its issue.</p> <p>b) Sign the Contract in accordance with ITB Clause-37;</p> <p>c) Furnish a Contract Performance Bank Guarantee in accordance with ITB Clause-38</p>
18.	Format of Bid	18.1	<p>The Bidder shall submit the Techno-Commercial Proposal in original, as described in ITB Clause-11 clearly marked as “ORIGINAL–TECHNO-COMMERCIAL PROPOSAL”. In addition, the Bidder shall submit one copy of the Techno-Commercial Proposal, clearly marked as “COPY – TECHNO-COMMERCIAL PROPOSAL”.</p> <p>For the submission of the Financial Proposal, the Bidder shall prepare one original and one copy of the Price Proposal, as described in ITB Clause-11 and clearly marked as “ORIGINAL - PRICE PROPOSAL and COPY - PRICE PROPOSAL”.</p> <p>In the event of any discrepancy between the originals and the copies, the originals shall prevail.</p>
		18.2	<p>The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.</p> <p>The name and position held by the person signing the authorization must be typed Or printed below the signature. All pages of the Bid, amended printed literature, shall be signed or initialled by the person signing the Bid.</p>
		18.3	<p>Any interlineations, erasures or overwriting shall be valid only if they are signed or initialled by the person signing the Bid.</p>
D. Submission and Opening of Bids			
19.	Sealing and Marking of Bids	19.1	<p>Bidder shall enclose the original Techno-Commercial Proposal and copy of the Techno-Commercial Proposal, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL - TECHNO-COMMERCIAL PROPOSAL” and “COPY – TECHNO-COMMERCIAL PROPOSAL”. These envelopes containing the original and the copies shall then be enclosed in one single envelope.</p> <p>The Bidder shall enclose the original Price Proposal and copy of the Price Proposal, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL - PRICE PROPOSAL and COPY - PRICE PROPOSAL”. These envelopes containing the original and the copies shall then be enclosed in one single envelope.</p>
		19.2	<p>The inner and outer envelopes shall:</p> <p>a) bear the name and address of the Bidder;</p> <p>b) be addressed to Odisha Power Transmission Corporation Limited in accordance with ITB Sub-Clause-20.1; and,</p> <p>c) bear the specific identification of Rfp as mentioned in BDS.</p>
		19.3	<p>The outer and the inner envelopes containing the Techno-Commercial Proposals shall bear a warning not to open before the time and date for the opening of Techno-commercial Proposals, in accordance with ITB Sub-Clause-23.1.</p>
		19.4	<p>The outer and inner envelopes containing the Price Proposals shall bear a warning not to open until advised by Odisha Power Transmission Corporation Limited in accordance with ITB Sub-Clause-23.2.</p>
		19.5	<p>If all envelopes are not sealed and marked as required, Odisha Power Transmission Corporation Limited will assume no responsibility for the misplacement or premature opening and resultant disqualification of the</p>

			bid.
20.	Deadline for submission of Bids	20.1	Bids must be received by Odisha Power Transmission Corporation Limited not later than the date and time, and at the address indicated in the BDS-Section-III .
		20.2	Odisha Power Transmission Corporation Limited may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with ITB Clause-7 , in which case all rights and obligation of Odisha Power Transmission Corporation Limited and Bidders as existing before extension of the deadline will be applicable until the extended deadline.
21.	Late Bids	21.1	Odisha Power Transmission Corporation Limited shall not consider any Bid that is received after the deadline for submission of Bids, in accordance with ITB Clause-20 . Any Bid received by Odisha Power Transmission Corporation Limited after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.
22.	Withdrawal, Substitution and Modification of Bids	22.1	<p>No Bid shall be withdrawn, substituted, or modified after the deadline for submission of bids.</p> <p>However, a Bidder may withdraw, substitute, or modify its Bid under the following situation;</p> <ol style="list-style-type: none"> 1. After expiry of the bid validity period as per ITB. 2. Any material changes to the scope of work after submission of bid document. 3. Any material changes in the bidding documents after submission of bid document. 4. If the due date of the submission has been extended by the OPTCL after submission of bid document. <p>Such withdrawal, substitution, or modification shall be submitted by the bidder by sending a written letter, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB Sub-Clause-18.2. The corresponding substitution or modification or withdrawal of the bid must accompany the respective written notice. All Notices must be:</p> <ol style="list-style-type: none"> a) submitted in accordance with ITB Clauses -18 and 19 and in addition, the respective inner and outer envelopes shall be clearly marked "Withdrawal," "Substitution," "Modification"; and, b) received by Odisha Power Transmission Corporation Limited prior to the deadline prescribed for submission of bid.
23.	Bid opening	23.1	Odisha Power Transmission Corporation Limited shall conduct the opening of Techno-Commercial Proposals in the presence of Bidders' authorized representatives who choose to attend, at the address, date and time specified in the BDS.
		23.2	The Price Proposals will remain unopened and will be held in custody of Odisha Power Transmission Corporation Limited till the time of opening of The Price Proposals. Odisha Power Transmission Corporation Limited shall advise the Techno-Commercially qualified bidders in writing about the date, time, and location of the opening of Price Proposal.
		23.3	First, envelopes marked "WITHDRAWAL" shall be opened, read out and recorded, and the envelope containing the corresponding Bid shall not be opened, but returned to the Bidder. No Bid shall be withdrawn unless the corresponding Withdrawal Notice contains a valid

		authorization to request the withdrawal and is read out and recorded at bid opening.
	23.4	Next, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Techno-Commercial Proposal or Substitution Price Proposal shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Bidder unopened. The Substitution Techno-Commercial Proposal, if any, shall be opened, read out, and recorded. The Substitution Price Proposal, if any, will remain unopened in accordance with ITB Sub-Clause-23.2 . No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.
	23.5	Next, outer envelopes marked "MODIFICATION" shall be opened. No Techno-Commercial Proposal or Price Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of Techno-Commercial Proposals. The Techno-Commercial Proposals, both Original as well as Modification, are to be opened, read out, and recorded at the time of opening. The Price Proposals, both Original as well as Modification, will remain unopened in accordance with ITB Sub-Clause 23.2 .
	23.6	All other envelopes holding the Techno-Commercial proposals of the bidder shall be opened one at a time, and the following read out and recorded: a) the name of the Bidder; b) whether there is a modification or substitution; c) the presence of a Bid Security and proof of purchase of bid document; d) any other details as Odisha Power Transmission Corporation Limited may consider appropriate. e) Only Techno-Commercial Proposals of those bidders read out and recorded at bid opening shall be considered for evaluation. f) No Bid shall be rejected at the opening of Techno-Commercial Proposals except for late bids or bid not accompanied with bid security in accordance with ITB Sub-Clause-21.1 and Clause-17 .
	23.7	Odisha Power Transmission Corporation Limited shall prepare a record of the opening of Techno-Commercial Proposals that shall include, as a
	23.8	minimum: the name of the Bidder and whether there is a withdrawal, substitution, modification; and the presence or absence of a Bid Security & Cost of the Bid Document. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidders signature on the record shall not invalidate the contents of the record. The date, time, and location of the opening of Price Proposals will be intimated to respective Techno-Commercially qualified bidders in writing by Odisha Power Transmission Corporation Limited. Bidders shall be given
	23.9	reasonable notice of the opening of Price Proposals. Odisha Power Transmission Corporation Limited shall conduct the opening of Price Proposals of all Techno-Commercially qualified bidders who submitted Price Proposals, in the presence of Bidders' representatives who choose to attend at the address, date and time specified by Odisha Power Transmission Corporation Limited. The Bidder's representatives who are present shall be requested to sign a register/note-sheet evidencing their attendance.

		23.10	<p>All Price Proposals shall be opened one at a time, and the following read out and recorded:</p> <p>a) the name of the Bidder;</p> <p>b) whether there is a modification or substitution;</p> <p>c) the bid prices;</p> <p>d) any other details as Odisha Power Transmission Corporation Limited may consider appropriate.</p> <p>Only Price Proposals read out and recorded at bid opening shall be considered for evaluation.</p>
		23.11	<p>Odisha Power Transmission Corporation Limited shall prepare a record of the opening of Price Proposals that shall include, as a minimum, the name of the Bidder and the Bid Price. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidders signature on the record shall not invalidate the contents and effect of the record.</p>
E. Evaluation and Comparison of Bids			
24.	Confidentiality	24.1	<p>Information relating to the examination, evaluation, comparison, and post qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process.</p>
		24.2	<p>Any attempt by a Bidder to influence Odisha Power Transmission Corporation Limited in the examination, evaluation, comparison, and post qualification of the Bids or Contract award decisions may result in the rejection of its Bid.</p>
		24.3	<p>Notwithstanding ITB Sub-Clause -24.2, from the time of opening the Techno-Commercial Proposals to the time of Contract award, if any Bidder wishes to contact Odisha Power Transmission Corporation Limited on any matter related to the bidding process, it should do so in writing.</p>
25.	Clarification of Bids	25.1	<p>To assist in the examination, evaluation, comparison and post-qualification of the Bids, Odisha Power Transmission Corporation Limited may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by Odisha Power Transmission Corporation Limited shall not be considered. Odisha Power Transmission Corporation Limited's request for clarification and the response shall be in writing.</p>
26.	Responsiveness of Techno-Commercial Proposals	26.1	<p>Odisha Power Transmission Corporation Limited's determination of the responsiveness of a Techno-Commercial Proposal is to be based on the contents of the Techno-Commercial Proposal itself.</p>
		26.2	<p>A substantially responsive Techno-Commercial Proposal is one that conforms to all the terms, conditions, and specifications of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:</p> <p>a) affects in any substantial way the scope, quality, or performance of the Services specified in the Contract; or</p> <p>b) limits or is inconsistent in any substantial way, with the Bidding Document, Odisha Power Transmission Corporation Limited's rights or the Bidder's obligations under the Contract; or</p> <p>c) if not rectified would unfairly affect the competitive position of</p>

			other Bidders presenting substantially responsive Techno-Commercial Proposals
		26.3	If a Techno-Commercial Proposal is not substantially responsive to the Bidding Document, it shall be rejected by Odisha Power Transmission Corporation Limited and shall not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.
		26.4	The bidders may submit bid with Non-material deviations (which means only those deviations that do not qualify as material deviations as defined in Clause-26.2). Such deviations will be checked and considered. If the deviations proposed are found material in nature, Odisha Power Transmission Corporation Limited reserves the right to reject such bids. Odisha Power Transmission Corporation Limited may also ask bidders for clarifications on such deviations during the evaluation.
27.	Non-conformities, errors and omissions	27.1	Provided that a Techno-Commercial Proposal is substantially responsive, Odisha Power Transmission Corporation Limited may waive any non-conformity or omission in the Bid that does not constitute a material deviation.
		27.2	Provided that a Techno-Commercial Proposal is substantially responsive, Odisha Power Transmission Corporation Limited may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial, nonconformities or omissions in the Techno-Commercial Proposal related to documentation requirements. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
		27.3	Provided that the Techno-Commercial Proposal is substantially responsive, Odisha Power Transmission Corporation Limited will correct arithmetical errors during evaluation of Price Proposals on the following basis: a) if there is a discrepancy between words and figures, the amount in words shall prevail. However, where the amount expressed in words is related to an arithmetic error, the amount in figures shall prevail. b) Except as provided in sub-clauses (a) herein above, Odisha Power Transmission Corporation Limited shall reject the Price Proposal if the same contains any other computational or arithmetic discrepancy or error.
		27.4	If the Bidder submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited.
28.	Preliminary Examination of Bids	28.1	Odisha Power Transmission Corporation Limited shall examine the Techno-Commercial Proposal to confirm that all documents and Techno-Commercial documentation requested in ITB Sub-Clause 10.3 have been provided, and to determine the completeness of each document submitted.
		28.2	Odisha Power Transmission Corporation Limited shall confirm that the Techno-Commercial Proposal Submission Sheet in accordance with ITB Sub- Clause-11.1 , written confirmation of authorization to commit the Bidder and Bid Security, have been provided in the Techno-Commercial Proposal. If any of these documents or information is missing, the offer shall be rejected.
29.	Examination of	29.1	Odisha Power Transmission Corporation Limited shall examine the Bids

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

			Limited shall proceed to the next highest ranked evaluated Bid to make a similar reassessment of that Bidder's capabilities to perform satisfactorily.
35.	Odisha Power Transmission Corporation Limited's Right to change the deliverables defined under scope of Work	35.1	During the execution of contract, Odisha Power Transmission Corporation Limited reserves the right to modify the scope and deliverables in lieu of the scope of work & deliverables defined under the RfP/ LOA. However, for any modification or addition of new scope, which is beyond the original scope, the same shall be decided mutually.
36.	Notification of Award	36.1	Prior to the expiration of the period of bid validity, Odisha Power Transmission Corporation Limited shall issue Letter of Award (LOA) to the successful Bidder, in writing, that its Bid has been accepted.
		36.2	Until a formal Contract is prepared and executed, the Letter of Award shall constitute a binding Contract.
		36.3	Within 07 days of LOA, the Consultant Firm/ Agency shall sign, date, and return the LOA copy to the Odisha Power Transmission Corporation Limited as acknowledgement.
37.	Signing of the Contract	37.1	Within 30 days from the date of issue of LOA, and after submission of CPBG the successful Consultant firm/ Agency shall sign the contract Agreement with Odisha Power Transmission Corporation Limited in non-judicial stamp paper and send it to Odisha Power Transmission Corporation Limited.
		37.2	Failure to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event Odisha Power Transmission Corporation Limited may award the Contract to the next highest ranked evaluated Bidder at the price quoted by the highest ranked evaluated bidder, whose offer is substantially responsive and is determined by Odisha Power Transmission Corporation Limited to be qualified to perform the Contract satisfactorily at the discretion of OPTCL authority.
38.	Contract Performance Bank Guarantee	38.1	Within 30 days of the issue of Letter of Award from Odisha Power Transmission Corporation Limited, the successful Bidder shall furnish the Contract Performance Bank Guarantee in accordance with the GCC, using the Contract Performance Bank Guarantee Form enclosed in Section-IX(Contract Forms) .
		38.2	Failure of the successful Bidder to submit the above-mentioned Contract Performance Bank Guarantee shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event Odisha Power Transmission Corporation Limited may award the Contract to the next highest ranked evaluated Bidder at their quoted price, whose offer is substantially responsive and is determined by Odisha Power Transmission Corporation Limited to be qualified to perform the Contract satisfactorily.
39.	Working Environment	39.1	It will be imperative on each bidder to fully inform himself of all local working environments which may have any effect on the execution of the works covered under these documents and specifications. Odisha Power Transmission Corporation Limited shall not entertain any request for clarifications from the bidders, regarding such working environment. It must be understood and agreed that such factors have properly been investigated and considered while submitting the proposals. Neither any change in the time schedule of the contract nor any financial adjustments

			arising thereof shall be permitted by Odisha Power Transmission Corporation Limited.
40.	Disclaimer	40.1	<p>This Request For Proposal (RfP) has been prepared by Odisha Power Transmission Corporation Limited for Engagement of Consulting Firm to Conduct Computer Based Test (CBT) for Recruitment/ Selection Purposes.</p> <p>Though adequate care has been taken while preparing the RfP documents, the Bidder shall satisfy himself that document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within ten (10) days from the date of issue of Bid documents, it shall be considered that the Bid document is complete in all respects and has been received by the Bidder in complete shape.</p> <p>While this RfP has been prepared in good faith, Odisha Power Transmission Corporation Limited does not make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omission herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RfP, even if any loss or damage is caused by any act or omission on their part.</p> <p>All information submitted in response to RfP become the property of Odisha Power Transmission Corporation Limited and OPTCL does not accept any responsibility for maintaining the confidentiality of the material submitted or any trade secrets or proprietary data contained therein.</p> <p>In submitting a proposal in response to the RfP, each bidder certifies that it understands, accepts and agrees to the disclaimers on this page. Nothing contained in any other provision of the RfP nor any statements made orally or in writing by any person or party shall have the effect of negating or superseding of the disclaimers set forth on this page.</p>

Section III
Bid Data Sheet

01	RFP Identification No:
02	NIT No.:
3	Purpose: “Engagement of Consulting Firm to Conduct Computer Based Test (CBT) for Recruitment/ Selection Purposes” as per Scope of Work at Section-V.
4	Address of the Owner: Ms. Sanjukta Behera, SR. GM (HRD) MPPR ODISHA POWER TRANSMISSION CORPORATION LIMITED, JANPATH, BHOINAGAR, BHUBANESWAR–751022, PH:0674- 2541275, Website of OPTCL: www.optcl.co.in
05.	Sale of Bid Document: From : <u>13 .03.2019 from 11:00 AM To: 11.04.2019 up to 5:00 PM</u>
6.	Date, Time & Venue of the Pre-Bid Conference: <u>Date: 25.03.2019</u> <u>Time: 11: 30 AM</u> Venue: CONFERENCE HALL, ODISHA POWER TRANSMISSION CORPORATION LIMITED, JANPATH,BHOI NAGAR, BHUBANESWAR–751022,PH:0674-2541275.
7.	Last date & Time of Submission of the Bid: Date: <u>11 .04.2019 up to 1.00 PM</u>
8.	Due date , Time & Place of opening of the Techno commercial Bid: <u>Date: 11 .04.2019 Time: 3:00 PM.</u> Place: CONFERENCE HALL, ODISHA POWER TRANSMISSION CORPORATION LIMITED, JANPATH, BHOI NAGAR, BHUBANESWAR–751022, PH:0674-2541275.
09.	Cost of the Bid Document: Rs.12,000.00 (Rupees Twelve Thousand) Only Plus GST @ 12% to be submitted in shape of Demand Draft issued in favour of DDO Hqrs, Odisha Power Transmission Corporation Limited, payable at Bhubaneswar Or in the form of cash deposited at Odisha Power Transmission Corporation Limited’s cash counter. Note: Bidders are required to submit the DD or Money Receipt along with the Techno-Commercial Bid.
10.	Bid Security(EMD): Bid Security (EMD) in form of Demand Draft for an amount of Rs.2,50,000/- (Rupees Two Lakh Fifty Thousand) only in favour of DDO, Hqrs, Odisha Power Transmission Corporation Limited payable at Bhubaneswar only issued by a Schedule Bank.
11.	Period of Contract: Three years from the date of LOA. However, the said contract shall be reviewed every year on the basis of performance of the bidder which includes maintaining of the time schedule, secrecy, accuracy, co-ordination, cost saving approach to the OPTCL, etc.
12.	Bidding Methodology& Evaluation: Single Stage Two Part Basis. QCBS Methodology: (70:30) Techno-Commercial Proposal 70% and Price Proposal-30%.
13.	Techno-commercial Proposal: To be submitted as per the format prescribed in Section- VIII along with the supporting documents.
14.	Price Proposal: To be submitted as per the format prescribed in Section-VIII (Form: P-1 & From-P-2).

15.	Price Validity: The bids should remain valid for 180 days from the last date of submission of the bids.
16.	Price Basis: The firm price quoted should be in the Price schedule format enclosed in Form P-2. Consultancy Fee shall be inclusive of all expenses, overheads, taxes & duties but exclusive of GST. However, GST shall be claimed in Tax Invoice and TDS as applicable shall be deducted from the Invoice while releasing the Payment.
17.	Contract Performance Bank Guarantee (CPBG): The successful Bidder shall furnish the CPBG for Rs.10 Lakh (Rupees Ten Lakh) only within 30 days of the issue of LOA in accordance with the GCC and in the prescribed format enclosed in Section-IX (Contract Forms) .
18.	Signing of the Contract Agreement: The successful bidder shall sign the Contract Agreement within 30 days from the date of issue of LOA.

Section-IV

Eligibility Criteria

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

1	Eligible Bidders	1.1	<p>The Consultant Firm/ Agency, who meets the following qualifying requirement, shall be eligible for this tender;</p> <ol style="list-style-type: none"> i. The bidder shall be an Indian Company/ firm of a very high repute registered in India and shall be in operation for at least 05 years from the date of its incorporation. ii. The bidder must have successfully handled and completed end to end recruitment/selection process employing Computer Based Test (CBT) for Departments of Central Government, State Government/ PSUs/ Public Sector Banks/ Academic Institution of National Repute during last 3 (Three) Financial Years ending <u>31.03.2019</u>. The consultant firm/ agency should submit the details of such assignments undertaken as per the format specified in FORM(F-3) iii. Out of end to end recruitment process employing Computer Based Test (CBT) mentioned at (ii) above, at least two should have been completed in at least two of above organisations in one of which the number of applicants handled should have been at least 10000 and the number of venues at least 5. iv. The bidder must have its own developed software which can be customized as per the requirements of OPTCL. v. The bidder must have ISO-27001 certification. vi. Average annual turnover for last three years i.e. 2015-2016, 2016-2017 and 2017-2018 from the business of conducting end to end recruitment process should not be less than Rs.1 crore. vii. The bidder or any of its director/s or partner/s should neither be convicted by any court of law nor any criminal case be pending against such concern before court of law. The bidder shall never have been blacklisted / barred / disqualified by any Government concern / regulator / statutory body. An undertaking to this effect should be furnished in the Proforma as indicated in FORM(F-7) viii. The bidders shall possess the registration/ certificate/ license/permit as required under relevant statutes viz: PAN,GST , PF, ESIC, TIN, TAN, etc as applicable to them ix. The bidder shall submit Audited Annual Accounts for last three financial years and the certified copy of the Average Annual Turnover relating to consultancy business of conducting end to end recruitment process based on the Audited Accounts duly certified by the Chartered Accountant in FORM(F-4). Besides, the bidder shall submit the Bio-Data of Key Personnel in FORM(F-2).
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Section-V

1. Scope of Work:

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

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

Broadly the assignment covers:

- i. Assistance in Designing Recruitment Advertisement.
- ii. Hosting of application software for applying on line and online fee collection.
- iii. Communication to the candidates. (System- generated automated response and/or query-specific response)
- iv. Venue allotment to the candidates.
- v. Admit card generation.
- vi. Preparation of Test Materials.
- vii. Designing and development of Question paper.
- viii. Facilitating Mock Tests and Conducting On-Line Examination in CBT mode.
- ix. Preparation of select list.
- x. Preservation of Data.

Detail Scope of Work:

1. ASSISTING & DESIGNING ADVERTISEMENTS:

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

2. **ON LINE APPLICATION SYSTEM:**

- i. The bidder shall host application software on a suitable Server System and provide the URL link on OPTCL's official web site for applying on line.
- ii. The bidder shall hire the secured server services for data collection, hosting etc. along with requisite software licenses for the recruitment assignment.
- iii. Online hosting/display of recruitment advertisement, instruction, and other information related to examination, from time to time.
- iv. The bidder shall design, develop, customize and host the format of on line application as per the need of the OPTCL from time to time for different online tests.
- v. Hosting of online demo examination/ mock test with sample questions for a period of minimum 10 days after the closing date of the registration.
- vi. Online registration with facilities to upload scanned soft objects viz. photograph, and signature in the application form and uploading of scanned copies of documents (such as proof of DOB/ Education/ Caste/ Ex-serviceman/ Handicapped certificate etc. as applicable to each candidates) . Candidates Validation and screening at the time of registration, as per rules and requirement specified. The list of Documents to be uploaded are:
 1. Proof of Date of Birth
 2. Photograph
 3. Signature
 4. Mark sheet of Requisite Qualification
 5. Caste Certificate (If Required)
 6. PH Certificate(If Required)
 7. Ex-serviceman Certificate (If Required)
- vii. Online fee collection through Debit/ Credit Card, Net- banking etc. The Payment Gateway in this regard will be arranged by the Vendor. The money will be credited directly to OPTCL account.
- viii. Off-line fee collection through Bank Challan of SBI, Bhubaneswar Branch.
(Challan form should be downloaded)
- ix. The bidder shall provide user Id and Password to the authorised representative of OPTCL to access the applications on line.
- x. On successful submission of online application by the candidate, a unique registration number and password of the candidate is required to be auto generated by the portal. The registration number will be the key number for candidates for any type of future correspondence/queries.

- xi. It shall be the responsibility of the bidder to provide helpline number and / or e-mail ID for resolving the queries / difficulties occurring while applying online. Bidder shall resolve all user on daily basis within 24 hours at maximum. Besides a call centre facility should be made available which will be live from the date of issue of the Advertisement up to the previous day of the Test. The facility should be provided in English & Odia. Two helpdesk support personnel from Monday to Saturday 9.30AM to 5.30PM shall be provided.

Application format shall generally contain following fields to capture all information of candidate. (Mandatory and Optional Fields to be clearly indicated)

A. Personal Information:

- a. Name of the candidate: Surname, First Name & Middle Name
- b. Father's & Mother's full name:
- c. Date of Birth: dd-mm-yyyy format in drop down box form
- d. Self-generated age as on the particular date (as specified in the advertisement) in dd/mm/yyyy format.
- e. Mailing Address: It should contain 3-4 rows of boxes for typing mailing address. In addition separate compulsory box shall be provided for pin code.
- f. State of domicile – with drop down box form
- g. Valid E-mail address to be provided compulsorily.
- h. Contact Mobile phone for sending SMSs.
- i. Additional Telephone number (along with STD code) (Optional)
- j. Gender – Male/ Female – drop down box form.
- k. Marital Status – drop down box form.
- l. Category: SC/ST/SEBC/General – drop down box form with provision for mentioning caste. For caste other than General, Original caste certificate shall be scanned and uploaded through drop down box-yes/no.
- m. Person with disability: drop down box form – yes/no, if yes type of disability through drop down box & percentage of disability through drop down box & uploading of the scanned copy of the certificate through drop down box-yes/no.
- n. Whether applying under Sports Persons quota: drop down box form – yes/no, if yes name of sport through drop down & whether submitting the required certificates through drop down box-yes/no.
- o. Whether applying under Ex-Servicemen quota: drop down box form – yes/no, if yes mention rank at the time of retirement through drop down box.
- q. Whether applying under Outsourced employee in OPTCL quota (The employees engaged through outsourcing agency will come under this category) : drop down box form – yes/no. if yes , then there will be space to enter the date of engagement. The total years of experience will be calculated by the system automatically and so as the completed years of experience. Whether Experience certificate issued by the Competent Authority submitted through drop down box. (yes / no) . If yes then scanned copy has to be uploaded.
- r. Whether departmental candidate: drop down – yes/no.

- s. Centre Choice in dropdown box form. The candidate will be asked to choose one center from amongst the centres mentioned in the advertisement viz. Bhubaneswar, Cuttack, Berhampur, Sambalpur, Balasore (centres are indicative only)
- t. Name of the bank, branch & city in which candidate will deposit the amount of exam fee through bank challan .

B. Educational Qualifications

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

C. Work Experience

- (i) For filling up of work experience, table shall be provided. Each table shall contain
 - a. Name of Organisation,
 - b. Position held,
 - c. Period of Experience (From: dd/mm/yyyy to: dd/mm/yyyy)
 - d. Nature of experience; Private/public (drop-down),
 - e. Pay scale details, etc.In separate columns. At least 5 rows to be provided. For adding new experience, add on button will be provided.
- (ii) The total no. of years of experience shall be shown at the end of experience table.
- (iii) Experience shall be calculated automatically on the basis of data provided by the candidate till the date mentioned in the advertisement.

D. General Information:

- i. The on line application system shall be closed automatically on last date and time mentioned in the advertisement.
- ii. The system shall take care of age, qualification & payment of fee for compliance with Rules on the cut-off date. The system shall also take care of the relaxation of age, application fees as the case may be as provided to SC/ST/ SEBC/Women/Person with disability /Ex-servicemen persons. The details of criteria of relaxation shall be provided by OPTCL.
- iii. Mandatory fields: The application format shall contain some mandatory fields which a

candidate is required to fill in. Unless these mandatory fields are filled by an applicant, he / she will not be allowed to proceed further and submit the online application/registration.

Wherever, the system requires filling up of these mandatory fields or filling up of data in particular format, i.e., numeric/ alphabetical/ restriction on use of special characters etc., the system will guide the candidates through popup windows by giving appropriate instructions.

3. Scrutiny, Validation and Communication:

- i. The selected bidder shall host the OPTCL's business application solution and data on a secured Data Center complying with ISO 27001 Standards. The bidder shall furnish valid certifications to that extent for verification as on the last date of submission of the bid such that it covers the contract period. OPTCL shall have right to get the Bidder's Data Center audited by independent reputed third party for its security, data integrity and audit trail, confidentiality, integrity, authentication, availability, authorization and non-repudiation related features (software security test), including provisions of **CERTIn** (Indian Computer Emergency Response Team). The bidder shall make any changes to satisfactorily meet any observations / flaws that may arise from any such test / audit.

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

- ii. The bidder shall have to verify and validate through system the receipt of application fee and registration of the candidate.
- iii. Besides this, bidder shall devise solution to an automated response through email and SMS to all the candidates about the Registration No. and Password required for further recruitment process immediately on successful registration. The bidder will have to create a unique email ID for OPTCL for this purpose at his server. A copy of the e-mail messages sent to applicants shall be sent to the unique e-mail ID of OPTCL created for this purpose for record and future reference.
- iv. The bidder shall develop a computer based real time MIS system to capture and monitor the total activities associated with the recruitment process for the use of OPTCL. The reports/views as part of the MIS shall be finalised on mutual consent.

4. Activities related to decide venue for Online Exam:

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

- ii. Selection of the examination venue / centers preferably be “well reputed Institutes” having experience of conducting CBT for PSUs / Central and / or State Government bodies, Leading Public Sector Banks, etc.
- iii. Arrangement for cleanliness of each venue and availability of necessary amenities viz: table, chair, lighting, fans / air coolers in each classroom, drinking water, toilets, first aid box, etc at each of the venue, distance from the railway station/ bus stand, locality of the venue should be checked before deciding the venue.
- vi. The successful bidder shall have to provide details of all the identified venues in a prescribed format showing status of all amenities as specified above to the OPTCL along with details of it’s addresses.
- vii. The successful bidder shall provide list of their Official(s) to OPTCL who will be overall in-charge for conducting test, venue booking. Sufficient staff consisting of invigilator, supervisor, co-ordinator, panel member etc., for smooth conduct of T e s t shall be provided by the bidder at each venue.
- viii. The security of test material and smooth conduct of examination is the sole responsibility of the bidder.
- ix. The OPTCL shall depute their officials at each venue / centre to ensure the test is going on properly. These officials shall have powers to interfere if there is any irregularity and/or malpractice observed during the process of conduct of test.

5. Roll Number generation and Venue allotment:

- i. Roll number will be auto generated for all successfully registered candidates after dropping and eliminating duplicate / multiple entries, wrong and faulty entries. The bidder shall exercise due check, care and caution to ensure successful registration of candidates, who fulfill the prescribed eligibility criteria. The bidder shall be solely responsible for any act of omission and/or commission.
- ii. The generation of Roll No. will be in serial order with customized code suffixed to indicate post, category etc..
- iii. The seating arrangement for physically handicapped persons for online exam should be done at ground floor only.
- iv. The seating arrangement should be done in such a way that, there should not be close seating of candidates minimum 20sqft place should be provided to each Candidate.

- v. After venue allotment, the successful bidder shall send an email and SMS to all successfully registered candidates informing them the address of Center, Date and time of test/examination and directing them to download the call letters and information hand out from the OPTCL's website.
- vi. The successful bidder provide link for downloading Call Letters for on line Test.
- vii. The bidder shall have to provide e-mail ID of helpdesk for resolving the difficulties arising while downloading the call letter.
- viii. The successful bidder shall provide necessary decentralized shared services to enable/facilitate the applicants (in case of ITI and Diploma holder candidates) for online registration.
- viii. The successful bidder shall prepare Attendance sheet, Alphabet wise, city wise, centre wise, Roll No. wise, category wise etc. or in any other format required by OPTCL.
- ix. The successful bidder shall also require to prepare other related reports as per the requirement of OPTCL.

6. Preparation of Test Material:

Bidder shall prepare standard test procedure and test material, in consultation with the OPTCL, with a view to conduct the test uniformly in a fair and transparent manner at all venues. The procedure should be exhaustive and clearly indicate all possible activities keeping in mind different people and venues. For this purpose the bidder shall be required to prepare a Test Manual covering standard procedure, Standard Formats for capturing information etc.

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

The manual shall cover the roles and responsibilities of various team members of the bidder who will be involved in conducting test, their duty chart, disparity report, venue wise candidate count report, etc.

List of candidates: The successful bidder will have to provide alphabetical list, roll number wise list and room wise list of candidates appearing at each venue. This list will also require to be displayed prominently at the test venue by the bidder. Summary of the candidates allocated for each venue in different discipline/ category and some general information.

Attendance Sheet: The successful bidder will have to prepare classroom wise attendance sheet of the candidates for all venues. The Attendance sheet should clearly indicate the roll number, post, name, caste category, horizontal reservation against each candidate.

7. Designing & Development of Question paper:

Subject matter experts will contribute in preparing a question bank. The experts' team will decide the numbers of question per section, its difficulty level, and how many question are to be selected from a particular chapter.

The agency should capture the required details as specified by OPTCL. Define tags, difficulty level at each question level. The candidates should have the flexibility to navigate among the questions. System should present only unanswered questions on demand for quick answering.

However, the encryption should be done before uploading the sets of question paper. The question paper should be password protected and pushed to the local server only 45 minutes before the start of the examination. The question paper is to be de-crypted at the local server using the password only 30 minutes before the start of the examination.

The candidate can only login 15 min, before the scheduled time using the registration and unique ID for instruction. But the actual set of question paper should open and close strictly at scheduled time only. The clock of the server installed at the center should be in-sync with the central server of the Agency.

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

Setting Question Paper for Online Test

- i. The agency shall prepare multiple choice objective type question for Online Tests for each post code.
- ii. **Design and development of Question Set with multiple choice answers (200 nos), so as to judge the engineering/professional subject knowledge (80%), Numerical, GK/ Logical reasoning questions (10%) and English knowledge (10%).**

- iii. The Test duration will be 3 (Three) hours. However the number of questions in each segment, marking and test duration will be decided in consultation with OPTCL.
- iv. After completion of Test, there shall be an on-line Psychometric Test of 30min duration for which there shall be no marking in CBT.
- v. Question Set for each post should necessarily be prepared from various Experts of repute so as to avoid risk associated with single source.

Activities for Online Test:-

(a) Number of Sets & Sequencing of Questions for Online Test:

- i. Each test will have four sets (A, B, C, D) with same questions but with changed sequence.
- ii. Randomization of questions across all the four sets should be ensured i.e. each question in each series should be distributed in a unique manner so that no commonality in position of any question is found across any series. The process should be 100% accurate and it should not result in any wrong interpretation of the question.
- iii. The questions should be in English Language. System should support Special characters to support Engineering formulae.
- iv. Instructions shall appear on the screen for familiarizing the candidates. The instruction for candidates will be decided in consultation with OPTCL.

(b) Conduct of Online Test:-

i. Examination Stage Activities:-

- a) Manual attendance sheet with photo, thumb impression and signature.
- b) Capturing of Bio-metric data before attempting the CBT. This data will be utilize to authenticate the candidate at the time of verification/ joining. The Software used must match the software used by OPTCL for capturing Bio-Metric attendance.
- c) Conducting Branch discipline-specific (Engineering/Non-Engineering), multiple-choice online examination in different cities across the State.
- d) At least 10% Buffer nodes to be available at each center of examination so that a candidate does not have any loss of time, in case of any problem.
- e) System generated random seat arrangement such that no two candidate side by side have same set of paper.
- f) Randomized question in each set, for each discipline.
- g) Record of candidates responses, audit trail etc. in pre-determined way.

- h) Secured data transmission between exam centers and central server. Provision of primary and secondary server at each center.
- i) Event record of question paper loading at central server, encrypted paper downloading at centre server, de-cryption time, password entry time and data transmission time from centre to main central server, is to be provided city-wise and center –wise.
- j) The candidate can only login 15mintues before the scheduled time using the registration and unique ID for instructions. But the actual set of question paper should open and close strictly at scheduled time only. The clock of the server installed at the center should be in-sync with the central server of the Agency.
- k) Facility for navigation among the questions.
- l) Digital clock and photograph of the candidate should be displayed at the right corner of the display unit.
- m) After the completion of the Test the Summary of the Score shall be displayed on the Candidate’s Screen.
- n) To address the queries of candidates regarding system operation.
- o) Examination proctoring(i.e Invigilating).
- p) Minimum manpower deployment at each examination centre must be as per following requirement:

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

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

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

ii. Other Technical Specifications:

- a) The Service Provider should ensure that there is no loss of response related data for any candidate or any other data related to the examination either from the client systems or from the main and backup servers.

- b) The Service Provider should ensure that the event (click) based log (audit trail) for every candidate will be generated and saved on the servers.
- c) The examination software should be capable of encrypting Question Paper using 128 bit AES+RSA encryption before upload.
- d) The examination software should allow Virtual Keyboard option for the candidates to prevent unauthorized access of Internet.
- e) The examination software should allow Question Paper upload only few hours before the test.
- f) The examination software should allow for monitoring and supervision of Test Center activities at designated offices.
- g) The examination software should be capable of generating the raw scores within **24 hours** of providing the answer keys.

iii. Post Examination Stage Activities:-

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

b) Preparation of select list –

- i. A main merit list shall be drawn based on the inter-se merit. After that the category wise select list in order of merit is required to be drawn taking into account vacancies advertised for each section.
- ii. While drawing the select list of Unreserved category, the reserved category candidates who are coming in the merit i.e. above the cut off marks of the General category candidates are to be treated as selected on merit against Un Reserved Category.
- iii. While drawing select list for reserved category, the candidates who came in the Open merit list are to be excluded from the list of reserved category.
- iv. There is 1/3rd reservation for women. This is horizontal reservation.

- v. If the requisite number of women candidates automatically comes in the select list of respective Sections, there is no question of going down in the list. However, if there will be any shortfall, women candidates may be picked up in the descending order of the main merit list by dropping last male candidates from the select list of respective Category.
 - vi. Reservation for Physically Challenged Persons will be shown separately in the advertisement. This is horizontal reservation. Such of the candidates who produce Medical Certificate showing 40% or more than 40% disability issued by the Competent Authority are eligible to avail the benefit of reservation for Physically Handicapped Persons. PH candidates may be picked up in the descending order of the main merit list.
- The bidder has to verify this aspect and such of the candidates who complied with this requirement be marked as “PH” in remarks column.
- vii. There is reservation for Sports Persons. This is horizontal reservation. The bidder has to verify this aspect and such of the candidates who complied with this requirement be marked as “SP” in remarks column.
 - viii. If the requisite number of Sports Persons candidates (SP) automatically comes in the select list of respective Sections, there will be no question of going down. However, if there is a shortfall, Sports Persons candidates may be picked up in the descending order of the main merit list by dropping last candidates from the select list of respective Category. Such of the Sports Persons candidates who have applied for Sports Persons reservation and selected against Sports Persons thereof are required to be marked as “SP” in remarks column.
 - ix. In case of equal marks, the list of candidates shall be arranged according to Date of Birth (age) i.e. person senior in age will be senior.
 - x. The select list of Unreserved category (including those reserved candidates who come in merit) and select list of each reserved category shall be required to be integrated according to their inter-se merit in the main merit list indicating the category against each candidate in the list. This will be called as “Final Select List”.
 - xi. 50 % drawn from the main merit list for each Category or minimum one, whichever is higher, or as may be directed by the OPTCL, shall constitute the waiting list which is to be and integrated as indicated above. This list will be placed below Final Select List with title as “Waiting List”. The waiting list shall be prepared category wise.
- C.** After processing the result as stated above, the same may be handed over in the form of Hard copy and Soft copy in a sealed cover preferably within 7 working days of completion of On line Test process completed so as to declare the result on OPTCL’s website immediately.

D. Call list for Interview / skill Test :

The Interview panel will be chosen by OPTCL. The agency will provide

1. Intimation
2. Venue for the Interview /Skill Test.
3. Ensure arrangement at the respective venues/ Centres for proper conduct of the Skill Test in consultation with OPTCL.
4. Consolidate the final merit list of different categories which would be the combined score of CBT and Interview / Skill Test (Weightage to be decided by OPTCL).

E. The following documents are to be handed over along with final select list:

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

8. Data analysis:

Analysis of the data in respect of candidates may be carried out at any stage i.e. at the time of On line Test, final selection, etc. on various criteria i.e. horizontal reservation, category wise reservation, experience wise, etc. as per the need of OPTCL.

9. Preservation of Data, Test Material:

The bidder should arrange for safe storage of all material including Question Paper as well as proof of sending the email, SMS etc., of all candidates till two years after the completion of the process therein. Thereafter, bidder should arrange for secure disposal/ destruction of the same in consultation with OPTCL.

- i. All documents related to candidates will have to be arranged by the bidder in accordance with the posts advertised and shall be packed properly in the cartons & handed over to OPTCL.
- ii. All other test reports should also be properly packed in cartons & stored in venue wise lots at a secure premise till a suitable disposal is ordered by the OPTCL.
- iii. All the reports, documents shall be electronically (scanned, etc) stored by the bidder and to be handed over to OPTCL in hard and soft copy.

- iv. The Agency shall ensure that records/documents pertaining to the recruitment process is accessible to OPTCL, its representative and its authorized auditors at the option of OPTCL. The Agency shall cooperate fully in providing the OPTCL or its representatives answers to such enquiries as may be made about the whole process of recruitment.

11. Time Schedule

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

12. Reviews

Reviews shall be held at least once in a week between the OPTCL and bidder to

- a) Assess progress of each milestone.
- b) Check on adherence to timetables
- c) Set-up agenda and check list for next week review

13. Role of the OPTCL:

- a) Checking the Quality of Service (QOS) provided by the bidder.
- b) Facilitating the bidder during the course of the project / end to end recruitment process for providing necessary information and support.
- c) OPTCL reserves the right to inspect the accounts and records of the bidder relating to the performance of the contract and to have them audited by auditors appointed by OPTCL.

14. Payment Terms:

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

- i. 20% of the consultancy fee on successful registration of the candidates, issue & dispatch of Admit Cards by e-mail registered by the candidates (after providing documentary evidence to OPTCL).
- ii. 30% of consultancy fee on completion of On line Test & publication of Marks.
- iii. 50% of consultancy fee on publication of Final Result. Process of payment will be started only after declaration of result by OPTCL and completion of assignment and after receipt of the relevant documents/ reports from bidder. 10% of the Mobilization Advance will be recovered at this stage.

Note:

- a. GST shall be reimbursed against submission of Tax invoice. TDS as applicable shall be deducted from the invoice while releasing the payment. Liquidated damage as applicable shall also be levied as per the clause. In case of any shortcoming in deliverables/ services the payment shall be made proportionately.
- b. OPTCL will not pay any license fee during the contract period for the usage of developed/ deployed application software, data base software, system software and such other software that may be needed for deployment for smooth conductance of CBTs.

15 .Deliverables:

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

Sl.no	Activity	Time Line	Responsibility
1.	Initiation of the process and 1 st Meeting	Within One week of Acceptance of Work Order	Agency & OPTCL
2.	Demo of the Application Software	Within one week of First Meeting	Agency
3.	Demo of the Final Software	Within One Week of 1 st Demo	Agency
4.	Finalization of Designing the Recruitment Advertisement	Within Five days of the draft Advertisement submitted by OPTCL	Agency & OPTCL
5.	Issue of Advertisement	After Approval of the Authority	OPTCL
6.	Call Centre Support	From the date of Issue of advertisement	Agency
7.	Activation of Software for On line Submission of Application	Within 3 days of issue of Advertisement	Agency

8.	Tentative list of Centres with no of Nodes	Within One week of issue of Advertisement	Agency
9.	Auditing and Vetting of test centers	Within 15 days from the date of Advertisement	Agency & OPTCL
10.	Finalisation of Test Centres	Within 20 days from Advertisement	Agency & OPTCL
11.	Submission of Standard Operating Manual (SOM) to OPTCL	Within 15 days of Advertisement	Agency
12.	Vetting and finalization of SOM	Within 20 days of Advertisement	Agency & OPTCL
13.	Testing of vetted test centers as per SOM (e.g. testing of examination software, server capability, network security)	Within 10 days of finalization of SOM	Agency
14.	Completion of Designing & Development of Question Papers	Before 15 days of the Test	Agency
15.	Tentative list of Invigilators, TAs etc to OPTCL	Within 5days of closing of Online Application	Agency
16.	Final list of Invigilators, TAs etc to OPTCL	Within 5days of closing of Online Application	Agency
17.	Final List of Candidates to OPTCL	Within 10 days of Closing of On Line Application	Agency
18.	Issue of On Line Admit Card	Within 15 days of Closing of On Line Application	Agency
19.	On Line Mock Test facility for Candidates	Within 5 days of Issue of Admit Card	Agency
20.	Handing over of Observer List to Agency	Before 5 days of the Exam	OPTCL
21.	Custody of exam centers and security arrangements	Before 2 days of the On Line Exam	Agency
22.	Review Meeting	Before 5 days of the On Line Exam	Agency & OPTCL
23.	Online Examinations	Within One Month of Closing of the Application	Agency & OPTCL
24.	Handing over of raw data to OPTCL	After the end of every Exam	Agency
25.	Preparation of Select List	Within five days of the Test	Agency
26.	Handing over of final data and other examination related Documents	Within 5 days of the On Line Exam	Agency

Section-VI:
Bid Evaluation Methodology
(QCBS methodology)

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

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

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

Sl. No.	Description	Score calculation	Max ^m Marks
1	(a) Manpower on-roll dedicated and trained for managing end to end CBT examination process. (persons involved in development of software at agency's office should not be counted) Note:-Documentary evidence required. (b) Self Certificate from authorized signatory of the bidder in respect of at least 20 in house technical personnel to develop and maintain software and operational data used to conduct the CBTs for OPTCL. Self-Certified bio-data of the 20 in-house technical personnel shall be attached with the bid.	(a) Minimum 50 persons – 05 marks (b) Minimum 20 in-house technical personnel – 05 marks	10
2	Experience in handling end to end CBT mode recruitment examination as on 28.02.2019	More than 05 years : 10 marks Between 3 to 5 years : 05 marks	10
3	Conducted CBT for Max ^m . Nos of candidates in a day in single exam and single shift for recruitment service is :- (Total number of candidates in all centers)	Between 15001 to 20000 : 15 marks Between 10001 to 15000 : 10 marks Between 5000 to 10000 : 05 marks Below 5000 : No marks	15
4	Time required to complete end to end process covering at least 5 venues and at least 10000 applicants. (submit activity wise PERT chart. Time to be counted from closing date for registration of application.)	4 months or less : 15 marks More than 4 months less than 5 months: 10 marks More than 5 months : 5 marks	15
5	Average Annual Turnover of last 3 Years from the recruitment Test/ Assessment business for services only for Govt. /Central Govt. / PSU's/ Public Sector Bank/ National Institute of repute Note:-Documentary evidence required	Rs 10 Cr and above. : 15 marks Rs 5 Cr and above & less than 10 Cr : 10 marks Rs 1 Cr and above & less than Rs 5 Cr. : 5 Marks	15
6	Copy Right of complete source code of the software proposed to be used for conducting CBTs for OPTCL. Self-Certificate from authorized signatory of the Bidder .	05 marks	05

7	For presentation by the bidders before a designated committee on the methodology and techniques to be adopted by them in conducting the recruitment process. (To give demonstration on a dummy software on CBT)		15
8	ISO Certification.	ISO 27001: 2005	05
	ISO Certification	ISO 9001: 2008	02
09	CMMi – 3 or above.		03
10	The firm should have infrastructure in Odisha with proven execution delivery capability.		05

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

Final evaluations of the Price Proposals are set out as below;

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

Financial Score of Firm = $100 \times (LP / (QP))$

Where,

LP = Lowest quoted total Price and

QP = Quoted total Price of Firm

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

The total score(S) shall be, $S = S_t \times 0.70 + S_f \times 0.30$.

Where,

S = Total Score

S_t = Score on Techno-Commercial Proposal

S_f = Score on Price Proposal

Bid with the highest total score(S) shall be considered as highest ranked evaluated bid and the contract shall be awarded to such bidder at their quoted price.

SECTION-VII:

GENERAL CONDITIONS OF CONTRACT (GCC)

01.	Contract Documents	1.1	Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. Contract document covers, RfP document, bidders offer, letter of award, correspondences between the Odisha Power Transmission Corporation Limited and consultant.
02.	Definition	2.1	‘OPTCL/Owner’ shall mean ODISHA POWER TRANSMISSION CORPORATION LIMITED, JANPATH, BHUBANESWAR and shall include its legal representatives, successors and assigns.
		2.2	“ASSIGNMENT” shall mean the consultancy assignment for Engagement of Consulting Firm to Conduct Computer Based Test (CBT) for Recruitment/ Selection Purposes for Odisha Power Transmission Corporation Limited for a period of three years.
		2.3	“RfP” i.e. “Request for Proposal” shall mean document consisting of NIT, ITB, BID Data Sheet, Eligibility Criteria, Scope Of Works, Bid Evaluation Methodology, Bidding Forms and Contract Forms and any amendments there to.
		2.4	“Bid” shall mean Techno-Commercial Proposal & Price Proposal in prescribed FORMS submitted in pursuance to RfP document.
		2.5	“Bidder” shall mean the Consulting firm/ Agency participating in the bid floated by the Odisha Power Transmission Corporation Limited for Engagement of Consulting Firm to Conduct Computer Based Test (CBT) for Recruitment/ Selection Purposes for Odisha Power Transmission Corporation Limited over a period up to three years and shall include his heirs, legal representatives, successors and permitted assigns.
		2.6	“Consulting firm/Consultant/ Agency ” shall mean the person who shall be selected and appointed through tender process and shall include such successful Bidder’s legal representatives, successors and permitted assigns.
		2.7	“LOA” i.e. “Letter of Award” shall mean the official notice issued by Odisha Power Transmission Corporation Limited notifying the Consultant firm that his bid proposal has been accepted and it shall include amendments thereto, if any, issued by Odisha Power Transmission Corporation Limited.
		2.8	“Month” shall mean the calendar month and “Day” shall mean the calendar day.
		2.9	“Contract” shall mean the agreement signed by the Authorised representatives of Odisha Power Transmission Corporation Limited and the Selected Consulting firm covering “the GCC, Scope of Works, Techno-Commercial Bid & Price Bid submitted by the Bidder, Correspondences and Letter of Award” including amendments and clarifications thereto, if any, issued by Odisha Power Transmission Corporation Limited.
		2.10	“Effective Date of the Contract” shall mean the date of issue of Letter of Award for the consultancy assignment under this contract.
		2.11	“Contract Period” Three years from the date of L O A . However, the said contract shall be reviewed every year on the basis of performance of the bidder which includes maintaining of the time schedule, secrecy, accuracy, co-ordination & co-operation, cost saving approach to the OPTCL, etc.
		2.12	“Person” shall mean and include firms, companies, corporations and associations, bodies of individuals, whether incorporated or not.
		2.13	“Other Terms & Expression” Terms and expressions not herein defined shall have the same meaning as are assigned to them in the Indian Contract Act (1872) and failing that in the General Clauses Act (1897) including amendments thereof, if any.

03.	Interpretation	3.1	<p>In this Contract unless a contrary intention is evident:</p> <ul style="list-style-type: none"> (a) the clause headings are for convenient reference only and do not form part of this Contract. The headings shall not limit, alter or affect the meaning of this Contract; (b) unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses; (c) unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time; (d) a word in the singular includes the plural and a word in the plural includes the singular; (e) a word imparting a gender includes other gender; (f) a reference to legislation includes legislation repealing, replacing or amending that legislation; (g) where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings; (h) in the event of an inconsistency between the terms of this Contract and the Bid document and the proposal, the terms of this contract hereof shall prevail.
04.	Entire Agreement	4.1	The Contract constitutes the entire agreement between the Odisha Power Transmission Corporation Limited and the Consultant/ Agency and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.
05.	Amendment	5.1	No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
06.	Non-waiver	6.1	<p>Subject to GCC Clauses-28 and 29 below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.</p> <p>Any waiver of a party's right, power or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.</p>
07.	Severability	7.1	If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.
08.	Language	8.1	The Contract as well as all correspondence and documents relating to the Contract exchanged between by the Consultant/ Agency and the Odisha Power Transmission Corporation Limited shall be written in English. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.
		8.2	The Consultant shall bear all costs of translation to English and all risks of the accuracy of such translation.
09.	Location	9.2	The Services shall be performed in Bhubaneswar or at such locations required by Odisha Power Transmission Corporation Limited.
10.	Effectiveness of Contract	10.1	This Contract shall come into force and effect on the date of the OPTCL's Letter of Award of consultancy assignment.

11.	Authorized Representatives	11.1	<p>Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract, may be taken or executed:</p> <p>a) on behalf of the OPTCL byor his designated representative;</p> <p>b) on behalf of the Consultant/ Agency by or his designated representative.</p>
12.	Relation between the Parties	12.1	<p>Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the Odisha Power Transmission Corporation Limited and the Consultant/ Agency. The Consultant/ Agency, under this Contract, shall have complete charge of Personnel performing for the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.</p>
13.	Notices	13.1	<p>Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified below at 13.2. The term “in writing” means communicated in written form with proof of receipt.</p>
		13.2	<p>Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post, email to such Party at the following address or hosted in Website:</p> <p>a. For the OPTCL:</p> <p>Attention:</p> <p>Postal Address:.....</p> <p>.....</p> <p>Phone.....</p> <p>Facsimile:.....</p> <p>Email:</p> <p>b. For the Consultants:</p> <p>Attention:</p> <p>Postal Address:.....</p> <p>.....</p> <p>Phone.....</p> <p>Facsimile:.....</p> <p>Email:</p>
		13.3	<p>Notice will be deemed to be effective, when it is delivered to the other party in the normal course of delivery through personal delivery or registered mail, Fax, email or hosted in website.</p>
		13.4	<p>A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to this Clause.</p>
		13.5	<p>All notices and other communications under this contract must be in writing, and must either be mailed by registered mail with acknowledgement due or hand delivered with proof of it having been received.</p>

		13.6	If mailed, all notices will be considered as delivered after 7 days, of the notice having been mailed. If hand delivered, all notices will be considered, when received by the party to whom the notice is meant and sent for.
14.	Governing Law	14.1	The Contract shall be governed by and interpreted in accordance with the laws of India. The Courts in Bhubaneswar and High Court of Odisha, Cuttack shall have exclusive jurisdiction with respect of the tendering process, award of contract and execution of contract.
15.	Settlement of Disputes	15.1	Odisha Power Transmission Corporation Limited and the Consultant shall make every effort to resolve the dispute amicably by direct informal negotiation.
		15.2	If the parties fail to resolve such a dispute or difference by mutual consultation within twenty-eight (28) days from the commencement of such consultation, either party may require that the dispute be referred to CMD, Odisha Power Transmission Corporation Limited who shall be the sole arbitrator for this purpose. If dispute doesn't get resolved by CMD, Odisha Power Transmission Corporation Limited, the same shall be governed by the provisions of arbitration and conciliation Act1996.
16.	Commencement of Services	16.1	The Consultant/ Agency, shall begin carrying out the Services immediately viz. from the date of issue of Letter of Award (the "Starting Date").
17.	Delivery	17.1	The Delivery of services relating to implementation of the project shall be in accordance with the milestones specified in the Section- V, Scope of Work and acceptance of the services by Odisha Power Transmission Corporation Limited.
		17.2	The Consultant, in relation to its deliverables, shall provide supporting data or information required by Odisha Power Transmission Corporation Limited within the time schedule mentioned vide Section- V of Scope of Work .
18.	Consultant/ Agency's Responsibilities	18.1	The Consultant/ Agency shall provide the services strictly as per the requirement and within the time frame specified in the Scope of Work as per Section-V .
		18.2	The Consultant/ Agency shall bear all costs involved in the performance of its responsibilities, for the scope of the work as per the contract.
19.	OPTCL's Responsibilities	19.1	Odisha Power Transmission Corporation Limited may provide on Consultant/ Agency's request, particulars / information / or documentation as available with them that may be required by the Consultant/ Agency for proper planning and execution of Scope of Work under this contract.
		19.2	Odisha Power Transmission Corporation Limited shall act as the nodal point for implementation of the contract and for issuing necessary instructions, approvals, payments etc. to the Consultant/ Agency.
20.	Consultancy Fee	20.1	The Consultancy Fee shall be product of Rate per eligible candidates exclusive of taxes mentioned in the price proposal and number of eligible candidates.
		20.2	The Consultancy Fee charged by the Consultant/ Agency for the service provided under the Contract shall not vary from the prices quoted by the Consultant/ Agency in its bid except for number of eligible candidates unless otherwise agreed between the consultant/ Agency and Odisha Power Transmission Corporation Limited till the completion of the contract.
21.	Terms of Payment	21.1	The Consultancy Fee shall be paid on submission of invoice in triplicate and in the manner specified in the Scope Of Work(Deliverables, Timelines and Payment Terms) at Section-V . No invoice for extra work will be submitted by the Consultant/ Agency.
		21.2	The Consultant/ Agency's request for payment shall be made to Odisha Power Transmission Corporation Limited in writing, accompanied by invoices describing Services provided, documents evidencing submission and acceptance of deliverables specified in the Section-V . The Consultant/ Agency shall submit the invoices in triplicate to Odisha Power Transmission

			Corporation Limited.
		21.3	Payments shall be made promptly by Odisha Power Transmission Corporation Limited not later than thirty (30) days after submission of an invoice along with supporting documents, subject to Odisha Power Transmission Corporation Limited's acceptance. But if the progress is not satisfactory and according to agreed work program/schedule the payment may be withheld.
		21.4	The final payment under this Clause shall be made only after satisfactory completion of the activities mentioned in the Scope of Work.
		21.5	Payment shall be made by Odisha Power Transmission Corporation Limited as per the price of the Letter of Award. Odisha Power Transmission Corporation Limited may deduct such amounts from the Invoice, which are to be recovered as per the GCC.
22.	Taxes and Duties	22.1	The Consultant/ Agency and the personnel shall pay the taxes, duties; fees, levies and other impositions levied under the existing, amended or enacted laws except GST during life of this contract.
		22.2	Payment of taxes/duties shall not be made separately in any case. However, GST as applicable claimed by the consultant in their Tax Invoice shall be reimbursed.
		22.3	OPTCL shall deduct TDS at the appropriate rate as per the existing law.
23.	Performance Security	23.1	The Consultant/ Agency shall submit a Contract Performance Bank Guarantee for the due performance of the Contract from a scheduled bank encashable at Bhubaneswar Branch of the issuing Bank only for a sum of Rs.10,00,000 (Rupees Ten Lakh) only . This shall remain valid for a period of 90 days over and above the contract completion period. The consultant shall submit the CPBG within 28 days from the date of LOA as per the format enclosed.
		23.2	Odisha Power Transmission Corporation Limited shall at its sole discretion invoke the Performance Security and appropriate the amount secured there under, in the event that the Consultant/ Agency commits any delay or default in Services rendered or commits any breach of the terms and conditions of the Contract.
		23.3	The Performance Security shall be denominated in Indian Rupees. In case of extension of the contract period for any reason, the validity period of CPBG will be extended accordingly.
		23.4	The Performance Security shall be discharged by Odisha Power Transmission Corporation Limited and returned to the Consultant/ Agency not later than twenty-eight (28) days following the date of completion of the Consultant/ Agency's performance obligations under the Contract including extension thereof.
24.	Confidential Information	24.1	The Consultant/ Agency and the personnel of any of them shall not disclose any proprietary or confidential information relating to this contract during the period of operation of the Contract.
		24.2	The obligation of a party under this clause, however, shall not apply to information that: <ul style="list-style-type: none"> (a) now or hereafter enters the public domain through no fault of that party; (b) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or (c) Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
25.	Subcontracting	25.1	The Consultant/ Agency shall not sub-contract, sublet, transfer or assign the contract or any part thereof to other party.
26.	Service Quality	26.1	OPTCL may reject any Service rendered or any part thereof that fail to conform to the specifications. The Consultant/ Agency shall take measures

			necessary to meet the specifications at no cost to OPTCL.
27.	Price Reduction Schedule	27.1	Except as provided under GCC Clause-29 , if the Consultant/ Agency fails to perform any or all of the Services within the period specified in the Contract (as per the scope of work- Section-V Deliverables, Timeliness & payment) , Odisha Power Transmission Corporation Limited may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as Price reduction schedule, a sum equivalent to 0.5% of the value of the Services, delivered beyond stipulated delivery schedule for each week or part thereof of delay (in deliverables), up to a maximum of 5% of contract price.
28.	Change in Laws and Regulations	28.1	Unless otherwise specified in the Contract, if after the date of the Submission of Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or there is any change in the place of the business that subsequently affects the Delivery Date, then such Delivery Date shall be correspondingly extended or compressed, to the extent that the Consultant has thereby been affected in the performance of any of its obligations under the Contract.
29.	Force Majeure	29.1	For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
		29.2	Force Majeure shall not include: a) Any event which is caused by the negligence or intentional action of a Party or such Party's Sub-consultants or agents or employees, Nor b) Any event which a diligent Party could reasonably have been expected to both (i) take into account at the time of the conclusion of this Contract, and (ii) avoid or overcome in the carrying out of its obligations hereunder.
		29.3	The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
		29.4	A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.
		29.5	A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
		29.6	The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
		29.7	The decision of the Odisha Power Transmission Corporation Limited with regard to the occurrence, continuation, period or extent of Force Majeure shall be final and binding on the Consultant/ Agency.
		29.8	The contract period, pursuant to this Contract, shall be extended for a period equal to the time during which the contract could not be performed as a result of Force Majeure.
		29.9	Not later than thirty (30) days after the Consultant/ Agency, as the result of

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

			the Odisha Power Transmission Corporation Limited may procure, upon such terms and in such manner as it deems appropriate, Deliverables or Services similar to those undelivered or not performed, and the Consultant/ Agency shall be liable to the Odisha Power Transmission Corporation Limited for any additional costs for such similar Services. However, the Consultant/ Agency shall continue performance of the Contract to the extent not terminated.
		32.3	<p>Termination for Insolvency:</p> <p>Odisha Power Transmission Corporation Limited may at any time terminate the Contract by giving Notice to the Consultant/ Agency if the Consultant/ Agency becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Consultant/ Agency, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Odisha Power Transmission Corporation Limited.</p>
		32.3	<p>Termination for Convenience:</p> <p>Odisha Power Transmission Corporation Limited, by Notice sent to the Consultant/ Agency, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Odisha Power Transmission Corporation Limited's convenience, the extent to which performance of the Consultant/ Agency under the Contract is terminated, and the date upon which such termination becomes effective.</p>
		32.4	<p>Upon Termination of the Contract, the Consultant/ Agency shall:</p> <p>Prepare and present a detailed exit plan within five calendar days of termination notice receipt to the or equivalent authority of Odisha Power Transmission Corporation Limited ("Exit Plan")</p>
		32.5	<p>The Consultant and or equivalent authority will sign a completion certificate at the end of successful completion (all points tracked to closure) of the Exit Plan.</p>
33.	Cessation of Rights and Obligations	33.1	<p>Upon termination of this Contract pursuant to Clause-32.4 hereof, or upon expiration of this Contract pursuant to Clause-34 hereof, all rights and obligations of the Parties hereunder shall cease, except</p> <ol style="list-style-type: none"> a) Such rights and obligations as may have accrued on the date of termination or expiration, b) The obligation of confidentiality set forth in Clause-24 hereof, c) Any right which a Party may have under the Applicable Law.
34.	Payment upon Termination	34.1	<p>Upon termination of this Contract pursuant to Clause-32 hereof, OPTCL shall make the following payments to the Consultant/ Agency:</p> <ol style="list-style-type: none"> a) Consultancy Fee for Services satisfactorily performed prior to the effective date of termination; after adjustment of the dues to the Odisha Power Transmission Corporation Limited. b) Except in the case of termination pursuant failure to perform, insolvency of the Consultant/ Agency, deliberate false submission by the Consultant/ Agency or for failure to comply with the final decision of an arbitration process, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract. c) Contract Performance Bank Guarantee (CPBG) should be invoked.

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

			practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultant/ Agency shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to Odisha Power Transmission Corporation Limited.
43.	Expiry of Contract	43.1	Unless terminated earlier pursuant to Clause-32 hereof, this Contract shall terminate when, pursuant to the provisions hereof, the Services have been completed and the payments of remuneration and reimbursable expenditures have been made.
44.	Conflict among assignments	44.1	Neither consultant/ Agency (including their personnel) nor any of their affiliates shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the consultant/ Agency.
45.	Professional Liability.	45.1	The Consultant/ Agency is expected to carry out its assignment with due diligence and in accordance with prevailing standards of the profession. (a)The Consultant's/ Agency's liability to the OPTCL be limited to total contract price except for gross negligence or wilful misconduct on the part of the consultant/ agency in which case their liability shall be unlimited to the extent of damage/loss incurred including that to the third parties. (b) the consultant's/ Agency's liability to the OPTCL may in no case be limited to less than the total payments expected to be made under the consultant's/ Agency's contract, or the proceeds the Consultant is entitled to receive under its insurance, whichever is higher; and (c) any such limitation may deal only with the Consultant's liability toward the employer and not with the Consultant's/ Agency's liability toward third parties.
46.	Staff Appointment / Substitution.	46.1 46.2	During an assignment, if substitution is necessary (because of ill health or because a staff member proves to be unsuitable, or the Staff member is no longer working with the consultant), the Consultant/ Agency shall propose other staff of at least the same level of qualifications for approval by the Owner. Such appointment/substitution shall be made within a week's time failing which the OPTCL shall either hold up the payment or seek other remedies under the contract.
47.	Changes and additions in Consultant/ Agency's scope of works	47.1	OPTCL shall have the right to request Consultant/ Agency in writing to make any changes, modifications, deletions and/or additions to Consultant/ Agency's scope of works. Consultant/ Agency shall review such written requests and if such changes and additions would jeopardize fulfilment of any of Consultant/ Agency's obligations under this contract, Consultant/ Agency will not be obliged to make such changes or withhold any part of the works pursuant to such changes and/or additions contemplated by OPTCL. Otherwise, Consultant/ Agency will work out the estimate of price and time adjustment on account of such changes, modifications, deletion and/or additions sought by OPTCL and the same shall be mutually agreed. Unless Consultant/ Agency receives written authority from OPTCL on variation in prices and time schedule, Consultant/ Agency will not be obliged to proceed with any such variation in the scope of works.
48.	Intellectual Property	48.1	OPTCL shall own and have a right in perpetuity to use all newly created Intellectual Property Rights which have been developed solely during execution of this Contract, including but not limited to all Source code, Object code, records, reports, designs, application configurations, data and written material, products, specifications, reports and other documents which have been newly created and developed by the Consultant/ Agency solely during the performance of Services and for the purposes of inter-alia use or sub-license of such Services under this Contract. The Consultant/ Agency undertakes to disclose all such Intellectual Property Rights arising in performance of the Services to OPTCL and execute all such contracts/documents and file all relevant applications, effect transfers and

		<p>obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of OPTCL. To the extent that Intellectual Property Rights are unable by law to so vest, the Consultant/ Agency assigns those Intellectual Property Rights to OPTCL on creation.</p> <p>48.2 The Consultant/ Agency shall ensure that while it uses any software, hardware, processes, document or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the Consultant/ Agency shall keep OPTCL indemnified against all costs, expenses and liabilities what so ever, arising out of any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the Consultant/ Agency or its personnel during the course of performance of the Related Services. In case of any infringement by the Consultant/ Agency, the Consultant/ Agency shall have sole control of the defence and all related settlement negotiations.</p> <p>48.3 Subject to sub-clauses 49.1 to 49.2, the Consultant/ Agency shall retain exclusive ownership of all methods, concepts, algorithms, trade secrets, software documentation, other intellectual property or other information belonging to the Consultant/ Agency that existed before the effective date of the contract.</p>
49.	Non-Solicitation of Staff	<p>49.1 For the purpose of this contract, both parties to this contract agree, not to solicit either directly or indirectly with a view to provide or offer employment to, offer to contract with or entice a staff member of the other party to leave without the consent of the other during the term of this contract and for an additional period of 180 days after termination.</p>

**Section-VIII:
Bidding Forms**

FORM F-1:

(to be RfP Submission Sheet
submitted on Firm's letterhead)

From:

To:

Sir,

**Sub: Engagement of Consulting Firm to Conduct Computer Based Test (CBT) for
Recruitment/ Selection Purposes**

RfP Reference No. _____

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

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

Yours faithfully,

Full name:

Address:

Telephone:

E-mail id:

FORM F-2:
CVs of Key Personnel
(Section-VI)

The format for submission of CVs is the following:

1. Name:
2. Profession / Present Designation:
3. Years with firm: _____ Nationality:
4. Area of Specialisation: _____
5. Date of Birth:
6. Proposed Position in Team:
7. Key /Experience suitable to the proposed assignment:

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

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

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

Signature(Concerned employee): _____

Authorised Signatory: _____

Full Name: _____

Address: _____

Date: _____

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

Form F-3: Project Experience

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

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

Name of Assignment	Name of Client Organisation	Duration of Assignment		Brief description of work (CBT mode of recruitment)			Relevant documents/ evidence enclosed (Y/N)
		From	To	Details of the posts for which selection/ recruitment process handled	Max ^m no of candidates handled in a day in a single exam in a single shift	Name of the cities in which CBT conducted	

Signature: _____

Seal:

Full Name: _____

Address: _____

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

Form F-4:

Company's Financial Information

(to be submitted on Firm's Letter Head)

Kindly provide the following details for the Firm:

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

Financial Year	Total Turnover (net of taxes and duties)	Turnover from conducting recruitment process services only for Govt/ Central govt PSU's/ Public Sector Bank/ Institute of repute (net of taxes and duties)	Turnover from conducting end to end recruitment process in CBT mode from the total turnover as indicated in Col No.2 (net of taxes and duties)
1	2	3	4
FY:2015-16			
FY2016-17			
FY2017-18			

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

Signature of the Chartered Accountant:

Seal

Full Name:

Name of the CA Firm:

Address:

Phone No:

E-mail Id:

Note:

Consolidated Audited Annual Reports/Financial Statements for last three financial years have to be provided as proof for consulting firm's turnover.

Form F-5:

NIL/NO DEVIATION SCHEDULE

Bidder's Name & Address

To

Odisha Power Transmission Corporation Limited.
Janpath, Bhubaneswar-751022, Orissa.

Dear Sirs,

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

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

Date: **(Signature of the Bidder)**

Place: (Printed Name)

(Designation)

(Common Seal)

Note: Deviations, if any, should be mentioned giving reference of RfP page number and clause number . If any deviation is given elsewhere in the bidder's proposal, that will not be recognized and shall constitute Nil/No deviation.

Form F-6:
Acceptance of Important Terms & Conditions

Bidder's Name & Address

To,

Odisha Power Transmission Corporation Limited.
Janpath, Bhubaneswar-751022, Orissa.

Sub.:-----

With reference to your RfP No.----- dated ----- for "Engagement of Consulting Firm to Conduct Computer Based Test (CBT) for Recruitment/ Selection Purposes", we hereby confirm that we have read the provisions of the following clauses and further confirm that notwithstanding anything stated elsewhere to the contrary, the stipulation of these clauses of RfP are acceptable to us and we have not taken any deviation to these clauses:

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

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

Date:

Place:

(Signature)..... (Printed Name).....
(Designation)..... (Common Seal).....

Form F-7

AFFIDAVIT

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

2. That the Odisha Power Transmission Corporation Limited vide Tender No. HRD/RECTT/1/..... had INVITED PROPOSALS FOR “**Engagement of Consulting Firm to Conduct Computer Based Test (CBT) for Recruitment/ Selection Purposes**” FOR undertaking end to end recruitment processes for Odisha Power Transmission Corporation Ltd. (OPTCL) for selection of candidate in various Executive and Non-Executive posts.

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

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

5. It is also hereby declared that, our Agency/Company/Firm _____is having unblemished past record and has never been blacklisted/barred/disqualified for corrupt & fraudulent practices either indefinitely or for a particular period of time by any Government concern/Regulator/Statutory Body. We also do not have any Litigation/ Arbitration with OPTCL.

6. That the statements made in paragraphs 1 to 5 of the foregoing Affidavit as above are true to my knowledge and belief and if anything is found contrary, I stand liable to be prosecuted under appropriate Act/Laws in force. Solemnly affirmed by the said aton this theday of2019.

Deponent:

Identified by me:

.....

FORM P-1:

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

From:

To: _____

Sir,

Engagement of Consulting Firm to Conduct Computer Based Test (CBT) for Recruitment/ Selection Purposes.

Reference No. _____

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

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

Yours faithfully,

Signature:

Full Name:

Address:

Phone No:

E-mail Id:

Form P-2:

Price Proposal

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

Particulars	Rate per eligible candidate (exclusive of taxes)	
	In words	In Figure
1	2	3
For complete (end to end) CBT for recruitment in OPTCL inclusive of all charges, overheads, all taxes (except GST). [As per scope of work and different stage activities as described in RFP]		

Note:

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

Authorized Signatory with Stamp

Section IX: Contract Forms
ANNEXURE- 1
PROFORMA OF CONTRACT AGREEMENT
(To be executed on non-judicial stamp paper)

CONTRACT AGREEMENT

Agreement No. -----

THIS CONTRACT made the _____ day of _____, _____, between _____ of _____ (hereinafter "ODISHA POWER TRANSMISSION CORPORATION LIMITED"), of the one part, and _____ of _____ (hereinafter "the Consultant"), of the other part:

WHEREAS ODISHA POWER TRANSMISSION CORPORATION LIMITED invited bids for Services, viz., _____ and has accepted a Bid by the Consultant for the estimated Contract Value for the sum of _Rs.._____ (hereinafter "the Contract Price").

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The following documents (collectively referred to as "Contract Documents") shall be enclosed herewith and shall be deemed to form and be read and construed as part of this Contract, viz.:
 - i. ITB (As enclosure –I)
 - ii. Scope of Works.(As enclosure –II)
 - iii. General Conditions of Contract. (As enclosure –III)
 - iv. Accepted Techno- Commercial. (As enclosure –IV)
 - v. Accepted Price Proposal. (As enclosure –V)
 - vi. Letter Of Award (LOA). (As enclosure –VI)
 - vii. Contract Performance Bank Guarantee. (As enclosure –VII)

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

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

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

5.The Terms and procedure of payment according to which OPTCL will reimburse the Consultant as per the Tender Specification No. "....., and Payment Clause "

6.0 This agreement shall be subject to jurisdiction of the Hon'ble High Court of Odisha and Courts at Bhubaneswar to the exclusion of all other Courts.

IN WITNESS whereof, the parties hereto, caused this agreement to be duly executed at Bhubaneswar, Dist : Khurdha, Odisha in accordance with the prevailing laws on the day and year first above written.

For & on behalf of the Consultant:

M/s.
(Address):-

(Power of Attorney holder)

In the Presence of

1. Witness – 1
(Name & Address)
2. Witness – 2
(Name & Address)

For & on behalf of OPTCL

Authorised Officer,

OPTCL – Janapath
Bhubaneswar – 751022
(Empowered officer)

1. Witness – 1
(Name & Address)
2. Witness – 2
(Name & Address)

ANNEXURE- 2

PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE (CPBG)

(To be stamped in accordance with Stamp Act and the Non-Judicial stamp paper of appropriate value should be in the name of the Issuing Bank.)

Ref No:-

Bank Guarantee No.

Date:

BG Amount:.....

Validity Period:.....

This Guarantee Bond is executed this..... day of by us the..... Bank at , P.O..... , Dist....., State..... and Code No.....

Whereas the ODISHA POWER TRANSMISSION CORPORATION Limited, Janpath, Bhubaneswar, a company constituted under the Companies Act-1956 (hereinafter called OPTCL) has issued Letter of Award (LOA) No..... Dated..... for the purpose of work under Package No..... (herein after called “the Agreement”) to M/s/Shri , Address..... (herein after called the “Consultant”) for conduct of CBT for recruitment/ selection process under the above LoA and whereas OPTCL has agreed (1) to exempt demand of security deposit under the terms and conditions of the LOA (2) to release payment of the cost of the Contract Price to the Consultant on furnishing by the Consultant to OPTCL a Contract Performance Bank Guarantee (CPBG) of the value of 10% of the Contract Price of the said Agreement.

1. Now therefore, in accordance with the terms and conditions of LOA No. _____ dated _____ for the due fulfillment by the said Consultant of the terms and conditions contained in the said agreement, on production of a Bank Guarantee for Rs. _____ (Rupees _____) only, we the bank _____ [Indicate bank Name , Address & Code] (hereinafter referred to as “the Bank”) at the request of M/s/Shri _____ consultant do hereby undertake to pay to OPTCL, an amount not exceeding Rs. _____ (Rupees _____) only .
2. We, the _____ Bank [indicate the name of the Bank, Address & Code] do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from OPTCL. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____(Rupees----- In Words).
3. We, the Bank also undertake to pay to OPTCL any money so demanded not withstanding any dispute or disputes raised by the Contractor in any suit or proceeding instituted / pending before any court or tribunal relating thereto, our liability under this present being absolute and irrevocable. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor shall have no claim against us for making such payment.

4. We, the _____ Bank further agree that the guarantee herein contained shall remain in full force and effect during the aforesaid period of _____ days and it shall continue to be so enforceable till all the dues of OPTCL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till OPTCL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor and accordingly discharges this guarantee.

Unless a demand or claim under this guarantee is made on us or our Branch Office at Bhubaneswar <Mention Name, Address & Code of the Branch Office at Bhubaneswar of issuing Bank> in writing on or before (Date), we shall be discharged from all liability under this guarantee thereafter.

5. We, the _____ Bank [indicate the name of the Bank, Address & Code] further agree with the Board that OPTCL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Bid or to extend time or performance by the said Consultant(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by OPTCL against the said Consultant(s) and to forbear or enforce any of the terms and conditions relating to the said Bid and we shall not be relieved from our liability by reason of any such variation postponement or extension being granted to the said Consultant(s) or for any forbearance, act or omission on the part of OPTCL or any indulgence by OPTCL to the said Consultant(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.

6. This guarantee will not be discharged due to the change in the name, style or constitution of the Bank and/or of the Consultant(s).

7. We, the _____ Bank [indicate the name of the bank, Address & Code] lastly undertake not to revoke this guarantee during its currency except with the previous consent of OPTCL in writing.

8. We, the _____ Bank (Name, Address & Code) further agree that this guarantee shall also be invokable at our place of business at **Bhubaneswar** (indicate Name, Address & Code of the Branch at Bhubaneswar) in the State of Odisha.

“ Notwithstanding anything contained herein”

a) Our liability under the bank guarantee shall not exceed Rs.------(Rupees in words-----) only.

b) This Bank guarantee shall be valid up to -----.

c) We or our Branch at **Bhubaneswar** <Mention Name, Address & Code.....> shall be liable to pay guaranteed amount or any part thereof under this guarantee only if you serve upon us at----- Branch of Bhubaneswar a written claim or demand on or before

The Bank Guarantee is issued in paper form and Advice transmitted through SFMS with required details to the beneficiary’s advising bank (**ICICI Bank Bhubaneswar**, IFSC Code ICIC0000061).

Dated, the _____ Day of _____
For _____ [Indicate name of Bank]

Signature.....

Full Name.....

Designation.....

Power Of Attorney.....

Dated.....

Seal of the Bank.....

WITNESS: (SIGNATURE WITH NAME AND ADDRESS)

1. Signature.....

Full Name.....

2. Signature.....

Full Name.....

N.B.:

1. Name of the Consultant.:

2. BG No & Date :.....

3. Amount (In Rs.):.....

4. Validity up to :.....

5. LOA No.....

6. Package No.....

7. Name, Address & Code of Issuing Bank:.....

8. Name, Address & Code of Bhubaneswar Branch of the Issuing Bank:.....

1. The Bank Guarantee shall be accepted after getting SFMS advice as per details below.

Format for SFMS details

(The Unique Identifier for field 7037 is “OPTCL541405793”)

Sl. No	PARTICULARS	TYPE	DETAILS
1	Type of Bank Guarantee	Mandatory	Contract Performance
2	Currency & Amount	Mandatory	
3	Validity Period(from—to --)	Mandatory	
4	Effective Date	Mandatory	
5	End date of lodgment of Claim	Mandatory	
6	Place of lodgment of claim	Mandatory	Bhubaneswar, Branch Name----- of Bhubaneswar Branch code----- of Bhubaneswar Branch Address ----- at Bhubaneswar
7	Issuing Branch IFSC Code	Mandatory	
8	Issuing Branch name & address	Mandatory	
9	Name of applicant and its details	Mandatory	
10	Name of Beneficiary and its details	Mandatory	
11	Beneficiary’s Bank/Branch and IFSC Code	Mandatory	ICICI Bank Ltd IFSC Code-ICIC0000061
12	Beneficiary’s Bank/Branch name and address	Mandatory	ICICI Bank Ltd Bhubaneswar Main Branch, Bhubaneswar
13	Sender to receiver information	Mandatory	
14	Purpose of Guarantee	Mandatory	Contract Performance
15	Reference/Description of the underlined tender/contract	Mandatory	LOA No----

.Note:

1. *Contractor shall furnish single CPBG for the contract (Supply, Erection, Installation & Commissioning and Associated Civil Works).*
2. *Strikeout the portion which are not required.*
3. *In case a Contractor is a Joint Venture/Consortium, The CPBG shall be submitted by the Lead Partner mentioning the Name & Address of the Lead Partner & Other Partner.*

Date:

Contract Name and No. :

To: _____

WHEREAS _____ (hereinafter "the Consultant") has undertaken, pursuant to Contract No. _____ dated _____, _____ to take up the assignment Engagement of Consulting Firm to Conduct Computer Based Test (CBT) for Recruitment/ Selection Purposes for ODISHA POWER TRANSMISSION CORPORATION LIMITED(hereinafter "the Contract").

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

AND WHEREAS the undersigned _____, legally domiciled in _____, (hereinafter "the Guarantor"), have agreed to give the consultant a security:

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

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

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

This security is valid until the _____ day of _____, _____.

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the security for and on behalf of _____

Date _____ .

