



Staff Selection Commission

Request for Proposal (RFP)

For

Identification of Service Provider (SP) for Supply of
Software, Implementation and Support for
Content Authoring Tool (CAT) for Question Bank
Creation

{Note:- This RFP is being issued as the earlier RFP (Tender ID 2023_SSC_775403_1) on the subject had to be cancelled due to technical glitches. The bidders who had obtained the previous RFP need not to resubmit NDA for taking the copy of this full RFP.}

Abbreviation used in this document

Abbreviation	Meaning
ARC	Administrative Reforms Commission
CAF	Content Authoring Framework
CAT	Content Authoring Tool & Question Bank Creation
CBT	Computer Based Test / CBE: Computer Based Exam
CMM	Central Management and Monitoring
CMMI	Capability Maturity Model Integration
COTS	Commercial-off-the-shelf
CR	Central Region
DC	Data Centre
DF	Distribution Framework
DR	Disaster Recovery
ECA	Exam Conducting Agency
ER	Eastern Region
ERI	Exam Requisition Interface
FRS	Functional Requirement Specification
EMD	Earnest Money Deposit
IEC	Importer Exporter Code
ISO	International Organisation for Standardisation
MCQ	Multiple Choice Question
MSA	Master Service Agreement
MSME	Micro, Small & Medium Enterprises
NDA	Non-Disclosure Agreement
NER	North-Eastern Region
NR	Northern Region
NWR	North-Western Region
O&M	Operations and Maintenance
PBG	Performance Bank Guarantee
QCBS	Quality and Cost Based Selection
RFP	Request for Proposal
SLA	Service Level Agreement
SME	Small and Medium-sized Enterprises
SOW	Scope of Work
SP	Service Provider
SR	Southern Region
SSC	Staff Selection Commission
SSL	Secure Socket Layer
W3C	World Wide Web Consortium
WR	Western Region
UAT	User Acceptance Testing
VII	Vault Inbound Interface

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1 Introduction

1.1 Introduction

The Staff Selection Commission is one of the largest recruiting agencies of the Government of India, in terms of number of applicants. The Commission is mandated with the task of making recruitment to all Group 'B' (Non-Gazetted) and Group 'C' (Non- Technical) posts in various Ministries / Departments of the Government of India and their Attached and Subordinate Offices except those posts which are specifically exempted from the purview of the Commission. In addition, the Commission in the year 2016 was assigned the additional responsibility of making recruitment to Group 'B' (Gazetted) posts of Assistant Accounts Officer and Assistant Audit Officer for the Indian Audit and Accounts Department. The Commission may add more such examinations/selections in the future.

1.2 Headquarters

The Staff Selection Commission has its Headquarters in New Delhi. It has a nationwide network of seven Regional Offices located at Allahabad, Bengaluru, Chennai, Guwahati, Kolkata, Mumbai, and New Delhi, and two Sub-Regional Offices located at Chandigarh and Raipur. The Regional and Sub-Regional Offices implement the policies and programmes of the Staff Selection Commission which includes holding of examinations at various centres all over the country with the assistance of the State Governments concerned Members.

1.3 Regional and Sub-Regional Offices

For smooth conduct of examinations through a large network of Examination Venues/sub-centres situated in different parts of the country for the convenience of the candidates, the Commission has been provided with a Regional set-up. At present, there are seven Regional Offices at Allahabad, Mumbai, Delhi, Kolkata, Guwahati, Chennai, Bangalore and two Sub-Regional Offices at Raipur and Chandigarh.

1.4 Functions of SSC

The Commission is mandated to conduct eight All India Open Competitive Examinations each year, viz.

- i. Combined Graduate Level Examination,
- ii. Combined Higher Secondary (10+2) Level Examination,
- iii. Junior Engineers (Civil, Mechanical, Electrical, Quantity Surveying & Contract) Examination,
- iv. Sub Inspectors in Delhi Police, CAPFs & Assistant Sub Inspectors in CISF Examination,
- v. Junior Hindi Translator, Senior Hindi Translator and Hindi Pradhyapak Examination,

- vi. Junior Translator (Central Secretariat Official Language Service) Examination,
- vii. Multi-Tasking (Non-Technical) Staff Examination and
- viii. Stenographers' Grade 'C' & 'D' Examination.

Besides, the Commission also conducts three Limited Departmental Competitive Examinations in a year for promotion from:

- i. Multi-Tasking Staff (MTS) to Lower Division Clerk (LDC) Grade,
- ii. Lower Division Clerk (LDC) to Upper Division Clerk (UDC) Grade, and
- iii. Stenographer Grade 'D' to Stenographer Grade 'C'.

The Commission also makes recruitment to Selection Posts, i.e., isolated posts in different Ministries / Departments and Attached and Subordinate Offices of the Government of India, which are not covered by the All-India Open Competitive Examinations and have essential qualifications specific to the job requirement. These posts were earlier filled through interviews only. As interviews for lower- level posts have been dispensed with by the Government of India with effect from 01.01.2016, the said posts are now being filled through written examinations, conducted in the format of Objective Type Multiple Choice Questions.

In addition, two non-mandated examinations are also being conducted by the Commission on the specific directions of the Government. These two examinations are:

- i. Constable (GD) in CAPFs, NIA & SSF and Rifleman (GD) in Assam Rifles Examination, and
- ii. Temporary Constable (Executive)-Male & Female in Delhi Police Examination. For these examinations, the Commission has entered into a Memorandum of Understanding (MoU) with the Ministry of Home Affairs and the Delhi Police, respectively.

For additional details, please refer to <https://ssc.nic.in>.

1.5 Key Activities to Conduct Examinations

To conduct various examinations by SSC, multiple activities are required. Listed below are some of the key set of activities SSC undertake to successfully conduct the exams.

- a) **Pre and Post Exam Activities:** These are the activities which are done by SSC and is carried out through SSC's provided softwares and involved multiple user from departments, regional offices, candidates and other agencies. Some of the key activities performed are:
 - Vacancy Collection
 - Notification and complete lifecycle of receipt of application from candidates.
 - Scrutiny of applications
 - Issuance of Admit Cards

- Result Processing
 - Declaration of results
 - Support Departments in miscellaneous activities post result declaration.
- b) **Question Bank /Content Author:** This part of the exercise involves creation of Question Bank referred to as the Content. The Content is created by authors as per SSC provided guidelines. Content is created in English, Hindi and Regional Languages (as defined in the Schedule 8 of the Constitution). From the pool of content the question papers are created anonymously by SSC.
- c) **Content Authoring Tool (CAT):** It is the Software infrastructure consisting of multiple components which help Content Authors to create questions, submit after final vetting into a secured central question bank vault, offers SSC to anonymously create question series, steer etc.
- d) **Conduct of Computer Based Examination (CBT):** The activities involve the conducting of exams by SSC appointed agency as per the guidelines shared by SSC at the venues assigned to the candidates across the country.

1.6 Critical Information for Participation in RFP

For the purpose of engaging Service Providers, SSC will be empanelling vendors for different set of exam conducting activities. Please read the following points carefully before deciding the participation in this RFP.

The SSC will empanel mutually exclusive vendors for the following three set of activities.

- A. Set of Service Providers will be empanelled for the point (b) of section 1.5, who will create questions (authors of questions). The Service Providers will use SSC provided software to create and follow defined workflows to vet final questions along with answers choices before submitting to SSC prescribed method, only.
- B. A Service Provide will be empanelled to create end-to-end software infrastructure for point (c) of section 1.5 for managing complete lifecycle of questions e.g. creation of question, securing storing, enabling creation of question papers anonymously, distribution etc.
- C. Set of service providers will be empanelled for point (d) of section 1.5 to conduct the exams.

Note: SSC will be floating separate RFP for each of above points A, B, and C of section 1.6. Prospective Bidders may choose to participate in any one or two or all the three RFPs. However, the bidders will be considered for evaluation as per the following rules and in following order of selection:

- 1. The bidder who has applied for RFP corresponding to Point A of section 1.6 and if selected as per the evaluation criteria of the**

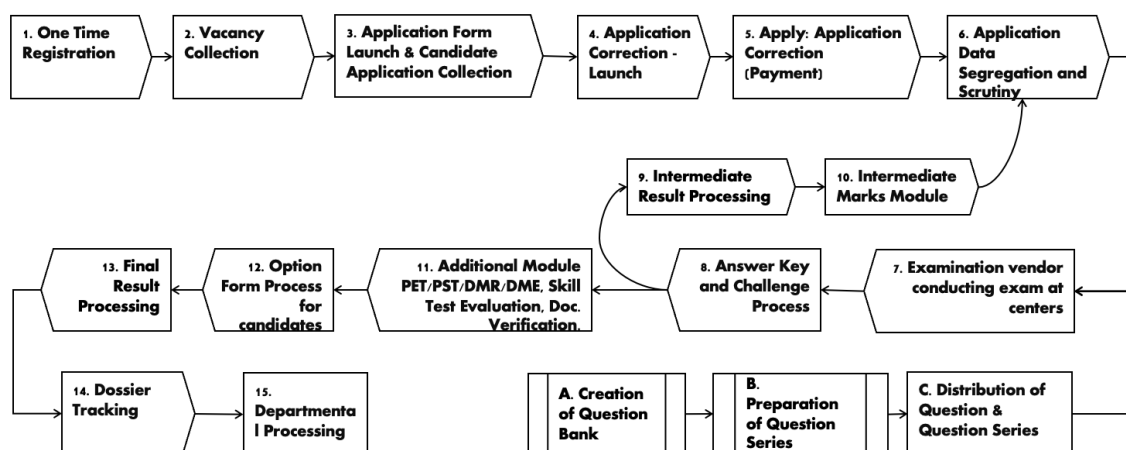
respective bid, its bids, if applied, for the RFP's of Point B and Point C will not be considered, irrespective of the stage of evaluation.

- 2. The bidders who has applied for RFP corresponding to Point B of section 1.6 and if selected as per the evaluation criteria of the respective bid, its bids, if applied, for the RFP's of Point A and Point C will not be considered, irrespective of the stage of evaluation.**
- 3. The bidders who has applied for RFP corresponding to Point C of section 1.6 and if selected as per the evaluation criteria of the respective bid, its bids, if applied, for the RFP's of Point A and Point B will not be considered, irrespective of the stage of evaluation**

Bidders are advised to decide on which RFP they intend to participate. This Bid process aims at identifying separate and exclusive Service providers for each of the above mentioned tasks.

2 Objective of This Exercise

In the initial stages of SSC's operations, competitive examinations for recruitment to various posts of the Government of India and its Attached and Subordinate Offices were held in traditional paper and pencil mode. The system matured from paper and pencil mode of examinations to Optical Marks Recognition (OMR) based examinations where exams were conducted for prospective candidates on a pre-formatted answer code- sheet which was later evaluated through automated machines. Since June 2016, in a fresh initiative, the Commission with the approval of the Government adopted a computer-based mode of examination for conducting its objective type of multiple-choice examinations. The transition to this mode of examination was swift and comprehensive and thereafter all objective type multiple choice examinations are being conducted in the computer-based mode. Under this dispensation, eligible candidates appearing for competitive examinations register themselves through an online system. Their admission certificates are issued by SSC at a prescribed time after allotment of examination venues. The candidates appear for examinations at the assigned examination venues at the allotted date and time. A high level process of various activities undertaken by SSC to complete an examination is depicted in the picture below.



SSC engages multiple agencies at various stages of examination lifecycle such as pre-exam activities, conducting exams at centres, post exam activities, Content (question) Author for assessment. SSC plan to build a technology solution for managing end-to-end solution for Question Bank Lifecycle Management to enable Creation of Content (i.e. Question), its storage and distribution (i.e. to the SP empanelled for conducting CBT examinations). This entire solution is called as **Content Authoring Tool (CAT)**. The key objective of this exercise is to engage Service Provider(s) to assist the Staff Selection Commission in the building, integration and managing CAT as per the guidelines defined by SSC for the bidders. In addition to the general guidelines, SSC has defined a high level scope required to be executed and delivered by selected bidder for the CAT. The board areas of delivery are:

1. **CAT Framework and Solution Components:** The guidelines of the components which CAT SP must meet and deliver as part of the final delivery.
2. **Functional Requirements:** The functionalities and features which is required by different user interfacing with the CAT framework.
3. **Technical Requirements:** Key technical consideration which must be met by CAT SP to deliver the final solution.
4. **Project Delivery and Ownership:** Key responsibilities of project delivery w.r.t management, deliverables, and ownership of software.
5. **Operation and Management:** Ongoing operation and maintenance of infrastructure, software and operational support required by SSC during the period of contract.

Desired Outcome of this exercise is to build a technology solution, so that no other intermediary (including SSC) other than the question setter and the candidate will have visibility of the questions and distribute the encrypted question paper to the exam conducting agency in a secured manner.

3 Scope of Work (SoW)

This chapter describes the overall scope of the work that needs to successfully executed and delivered by the selected Service Provider.

Full contents of Point No. 3 (Page No. 13 to 48) will be shared with the prospective bidders on submission of Non Disclosure Agreement as per Annexure-8.1 on the letterhead of the bidder.

4 Submission Process

This section of the RFP comprises of the bidding guidelines, instructions to the bidders, evaluation criteria, formats for bid response etc. The bids are invited by the Staff Selection Commission (SSC) for selection of Service providers who would execute and deliver the scope described in this RFP.

The bidders are advised to study the RFP carefully. Submission of bids shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications. This Section provides general information about the Issuer (SSC), important dates and addresses for submission of the bids.

4.1 Issuer

This RFP is being issued by the Staff Selection Commission, New Delhi

4.2 Contact Person

Deputy Secretary (General), SSC (HQ) (email: sogen-ssc@gov.in) will be the contact person for this project. For all queries related to the bid, Under Secretary (General), SSC (HQ) (email: sogen-ssc@gov.in) may be contacted. The reply to the queries will be given by the internal Committee headed by the Controller of Examination, SSC.

4.3 Address for Correspondence

Deputy Secretary (General SSC)

**Staff Selection Commission, Block 12, CGO Complex,
Lodi Road, New Delhi 110 003**

4.4 Request for Proposal Data Sheet

S.No	Important Information	Details
1.	Publication of RFP Document	28/11/2023 (Tuesday)
2	Complete RFP document can be obtained from	Deputy Secretary (General), SSC-HQ, Block-12, CGO Complex, Lodhi Road, New Delhi on submission of Non-Disclosure Agreement (as per Annexure 8.1) on the letterhead of the bidder.
3	EMD	Rs. 25 lakhs.
4	Date and time of Pre-Bid conference	04/12/2023 (Monday) at 03:30PM
5	Last date for submission of written queries for clarifications.	06/12/2023 (Wednesday)
6	Release of responses and	08/12/2023 (Friday)

	clarifications on pre-bid queries	
7	Start Date for receipt of proposals in response to RFP Notice	09/12/2023 (Saturday)
8	Last date for receipt of proposals in response to RFP notice	18/12/2024 (Monday), 05:00PM
9	Date and Time of opening of Bid received in response to the RFP notice for successful bidders	19/12/2024 (Tuesday), 03:00PM
10	Date for Technical Presentations and Demonstration	Will be informed to bidder separately
11	Date and Time of opening of Financial proposals received in response to the RFP notice	Will be informed to the bidders who qualify technically.
12	Contact Person for queries on RFP	Under Secretary (Gen.), SSC (HQ), Block No. 12, CGO Complex, Lodhi Road, New Delhi-110003. (email: sogen-ssc@gov.in).
13	Addressee and Address at which proposal in response to RFP notice is to be submitted	<u>CPP Portal:</u> <u>One copy of Technical Bid documents along with a separate envelope for pre-qualification criteria is to be submitted offline in addition to online submission on CPP Portal.</u> Deputy Secretary (General), Staff Selection Commission, Block No-12, CGO Complex, Lodhi Road, New Delhi, 110003

4.5 Procurement of RFP

1. The RFP excluding Statement of Work and SLA can be downloaded from the CPP portal or from the website of the Staff Selection Commission.
2. Complete RFP document can be collected from the SSC as per Data Sheet (para 4.4) on submission of Non-Disclosure Agreement* (as per Annexure 8.1) on the letterhead of the bidder. The bidders can obtain the Tender document at the address mentioned below:

**Deputy Secretary (General), Staff Selection Commission, Block No. 12,
CGO Complex, Lodi Road, New Delhi 110 003**

{*Note:- The bidders who had obtained the previous RFP need not to resubmit NDA for taking the copy of this full RFP.}

3. There is **NO FEE** for the bid documents.

The Tender Document is not transferable to any other bidder. The bidders are expected to examine all the instructions, forms, terms, project requirements and other information in the RFP documents. Failure to furnish all information required, as mentioned in the RFP documents, or submission of a proposal not substantially responsive to the RFP documents in every respect, shall be at the bidder's risk and may result in rejection of the proposal.

4.6 Bid Clarifications

The bidders need to send their queries on Bid document before the dates as mentioned above at para 4.4. The clarifications can be sent in writing or by email to the **Under Secretary (General), (email: sogen-ssc@gov.in) Staff Selection Commission, Block No. 12, CGO Complex, Lodhi Road, New Delhi 110003**. The reply to the queries will be given by the internal Committee headed by the Controller of Examination, SSC.

4.7 Pre-Bid Conference

SSC shall host a Pre-Bid Conference, as per schedule mentioned under Para-4.4 at SSC Headquarter, New Delhi. SSC may incorporate any changes in the RFP, based on suggestions acceptable evolving from interactions on the RFP document, during the pre-bid conference. The decision of SSC regarding acceptability of any suggestion shall be final. It may not be possible at the Pre-Bid Conference to answer questions which are received after the conclusion of the pre-bid conference. However, prospective bidders are free to raise their queries during the meeting. The responses will be conveyed to all the prospective bidders (by way of hosting amendments/ clarifications on the website). The representatives of the bidders may attend the pre-bid conference at their own cost. The purpose of the conference is to provide bidders with information regarding the RFP and the proposed requirements specifically with regard to this RFP. SSC shall provide each bidder with an opportunity to seek clarifications regarding any aspect of this RFP and the project, during the pre-bid conference.

4.8 Issue of Clarifications

SSC at its own initiative or in response to a clarification requested by prospective bidder(s), can issue a corrigendum. All corrigendum would be published on the website of the CPP Portal and website of SSC. All such corrigendum shall be binding on all the bidders. The bidders are also advised to visit the aforementioned website(s), on a regular basis for checking necessary updates in regard to this RFP

All enquiries from the bidders relating to this RFP must be submitted in writing or by email, exclusively to the contact official of the SSC. Contact details are provided in this RFP. The queries should necessarily be submitted in the following format:

S. No	Bidding Document Section	Bidding Document Reference Page Number	Content of the RFP requiring clarification	Points of clarification	Remarks / Suggestions
1					
2					

SSC shall give an appropriate response to all queries of the bidders. However, SSC claims no warranty as to the completeness or accuracy of the response on the query thus raised, nor does SSC undertakes to answer all the queries that have been posed by the bidders. All responses given by SSC will be available to all the bidders through the website.

5 Instruction for Submission of the Bid

5.1 Instruction

Proposals must be direct, concise, and complete. SSC will evaluate proposal received from a bidder, based upon its clarity and the directness of its response to the requirements of the project, as outlined in this RFP.

Bidders shall furnish the required information on their technical and commercial proposals in the enclosed formats only.

5.2 Mode of Submission

Submission of the bid through the CPP Portal only and one copy of the technical bid **along with a separate envelope for pre-qualification criteria** is to be submitted offline.

1. SSC will not accept delivery of proposal in any manner other than what has been prescribed in this document. Proposal delivered in any other manner shall be treated as defective, invalid and is liable to be summarily rejected.
2. Technical proposal should not contain any commercial information.
3. The proof with technical and commercial proposals, should be submitted along with a certified true copy of the corporate sanctions/ approvals specifying the authorized representative of the bidder concerned, to sign/ act/ execute documents forming part of the bid submitted, including various RFP documents and binding contracts, at the portal.
4. If any bidder does not qualify in the technical evaluation, the Commercial Proposal will not be opened.
5. The proposals shall be valid for a period of six (6) months from the date of opening of the proposals (180 days from the date of opening of proposals). A proposal valid for a shorter period could be summarily rejected. Bids, once submitted cannot be withdrawn by the bidder concerned until the completion of evaluation process.
6. In exceptional circumstances, at the discretion of the SSC, the Commission may solicit the bidder's consent for an extension of the validity period. The request and the responses thereto, shall be made in writing.

5.3 Authentication of Bids

The original and copies of the bid, shall be typed or written in indelible ink and signed by the Bidder or the official duly authorized by the bidder to this effect. A letter of authorization shall be supported by a written power-of-attorney, accompanying the bid. All pages of the bid, except for un-amended printed document, shall be initiated in ink and stamped by the authorized person or persons signing the bid.

5.4 Interlineations in Bid

The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder. In such a case, the requisite corrections shall be initialled by the authorized person or persons signing the bid.

5.5 Late Bids

Bids received after the due date and the specified time (including the extended period, if any) for any reason whatsoever, shall not be entertained.

5.6 Proposal Preparation Costs

The bidders shall be responsible for all the costs incurred in connection with their participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/ discussions/ presentations, preparation of proposal, in providing any additional information required by the SSC to facilitate the evaluation process, and in negotiating a definitive Service Agreement (Master Service Agreement as per the RFP) and all such activities related to the bid process. This RFP does not commit SSC to award a contract or to engage in negotiations with the bidder concerned. Further, no reimbursable cost may be incurred in anticipation of an award of the contract for implementation of the project.

5.7 Supplementary Information/Corrigendum/Amendment to the RFP

1. If SSC deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of the provisions of this RFP, the Commission may issue supplements/ corrigendum to this RFP. Such supplementary information shall be communicated to all the participating bidders. Any such supplementary information shall be deemed to have been incorporated by this reference into this RFP.
2. At any time prior to the deadline (or as extended by SSC) for submission of bids, SSC, for any reason, whether at the initiative of the Commission or in response to clarifications requested by a prospective bidder, may modify the RFP document by issuing amendment(s) to the effect. All bidders will be notified of any such amendment(s). The given amendments will be binding on all the bidders.
3. In order to allow bidders a reasonable time to take the amendment(s) into account in preparing their bids, the Commission at its discretion, could extend the deadline for the submission of bids.

5.8 Right to Terminate the Process

SSC makes no commitments, explicit or implicit, that this process will result in a commercial transaction with any of the bidders participating in the process. A bidder's participation in this process may result in SSC selecting the bidder concerned, to engage in further discussions and negotiations towards the finalisation of the contract. The commencement of such negotiations does not, however, signify a commitment by the Commission to execute the contract or to continue with further negotiations.

5.9 Language of Bids

The Bids prepared by the bidder and all correspondence and documents relating to the bids exchanged by the bidder and the Commission, shall be in English, provided that any printed document furnished by the bidder may be written in another language so long as the same is accompanied by an authenticated English translation. In the given case, for purposes of interpretation of the bid, the English translation shall be binding.

5.10 Bid Prices

1. Quantities as specified in Cost Tables in this Bid document will be used for the purpose of commercial evaluation.
2. Prices quoted in the bid must be firm and final, and shall not be subject to any upward modifications or escalation, on any account whatsoever. However, SSC reserves the right to negotiate the prices quoted in the bid, to effect an appropriate modification in the commercial terms and conditions quoted.
3. The Commercial bid should clearly indicate the price to be charged, without any qualifications whatsoever and should exclude all taxes, duties, fees, statutory levies, works contract tax and other statutory charges as may be applicable in relation to the activities proposed to be carried out in the contract concerned.
4. Prices or commercial terms and conditions should not be revealed in any form before the opening of the Commercial Bid. Failure to abide by the given condition could result in the bid submitted by the bidder concerned to be summarily rejected by the Commission. If a change in price is envisaged due to any clarification, revised bid shall be submitted by the bidder with prior written permission of the Commission before the time specified for closing of commercial bid.

5.11 Bid Currencies

Prices shall be quoted in Indian Rupees (INR) only.

5.12 Bidder Qualifications

1. The "Bidder" as used in the Bid documents, shall be construed as the one who has signed on the Bid Form. The Bidder may be either the Principal Officer or the Authorized Representative of the bidder. In either case, he/ she shall submit a certificate of authority to this effect. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, as far as possible, be furnished and signed by the Principal Officer or by the Authorized Representative of the bidder concerned.
2. The authorization shall be indicated by written power of attorney accompanying the Pre-qualification bid.

5.13 Earnest Money Deposit (EMD)

1. Bidders shall submit, along with their Bids, EMD of Rs. 25,00,000/- (Rupees Twenty Five Lakhs Only) in the form of a Demand Draft/Bank Guarantee issued by any Scheduled bank in favour of the SSC, payable at New Delhi, valid for a period of 225 days from the last date of the bid submission of the RFP. Format of EMD is provided at Annexure-8.2. Alternatively, in lieu of EMD, the bidders may also submit 'Bid Securing Declaration' accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the RFP, they will be suspended for the period of three years from being eligible to submit Bids for contract by Staff Selection Commission. Format of Bid Securing Declaration is available at Annexure-8.3.
2. The Bank Guarantees are to be issued by any Scheduled Bank. In the event of any extensions in the overall process, bidders shall re-submit the Demand Draft/Bank Guarantees for further /225 days, as the case may be.
3. The EMD of all unsuccessful bidders shall be refunded by SSC within two months of a bidder being notified as unsuccessful. The EMD of successful bidder would be returned upon the submission of the Performance Guarantee.
4. The EMD amount is interest free and will be refundable to the bidders, without any interest accrued thereon.
5. The bid submitted without EMD or Bid Securing Declaration shall be summarily rejected.
6. Bidders claiming special category concessions from the Government shall be governed under respective provisions and guidelines of the Government of India. Bidders submitted their bids under the given category would be required to submit certification issued by appropriate agency of the Government to substantiate their claim for their benefit hence solicited.
7. The EMD/ Bid Security may be forfeited in the following conditions:
 - a. If a bidder withdraws its bid during the period of validity of the bid.
 - b. In case of a bidder being successful in the commercial bidding process if the bidder fails to sign the contract in accordance with terms and conditions as detailed under this RFP.

5.14 Bid Validity Period

5.14.1 Period of Validity of Bids

Bids shall remain valid for 180 days consequent upon the date of opening of the Technical Proposal as prescribed by the Commission. A bid valid for a period less than 180 days, shall be summarily rejected. However, the prices finalized after opening of the Bids shall not be considered for escalation, throughout the period of implementation and operation of the Contract.

5.14.2 Extension of Period of Validity

In exceptional circumstances, SSC may request the Bidder(s) for an extension of the period of validity of their Bids. The request and the responses thereto shall be made in writing by the Commission. The validity of EMD shall also be suitably extended.

5.15 Commercial Proposal/ Bid Prices

1. The Bidder is expected to factor in the price of all the items and services proposed, in the Technical Proposal. SSC may seek clarifications from a Bidder on his Technical Proposal. Any of the clarifications submitted by the Bidder on the technical proposal, should not have any commercial implications. The Commercial Proposal submitted by the Bidder, should be inclusive of all the items in the technical proposal and should incorporate all the clarifications provided by the Bidder on the technical proposal during the evaluation of the technical bid.
2. Unless expressly indicated in this RFP, bidder shall not include any technical information regarding the services in the commercial proposal. Additional information directly relevant to the scope of services as sought, in the RFP, may be submitted with the proposal. However, this information will not be considered for evaluation purposes.

5.16 Correction of Error

Bidders are advised to exercise adequate care in quoting the prices. There will be no correction of error allowed after submission of bid by the bidders.

5.17 Prices of Components and Overall Price Information

1. The Bidder shall quote a price for all the components, the services of the solutions as per the provisions of this RFP document. All the prices shall be quoted in terms of Indian Rupees. Quantities as specified in Cost Tables in this bid document will be used for the purpose of commercial evaluation.
2. No adjustment of the price quoted in the Commercial Proposal shall be made on account of any variations in costs of Labour and materials, currency exchange fluctuations with international currency or any other cost component affecting the total cost, in meeting the obligations under the contract.
3. The price quoted in the Commercial Proposal shall be the only payment, payable by SSC to the successful Bidder for completion of the contractual obligations, by the successful Bidder under the Contract, subject to the terms of payment as specified in the proposed commercial bid or the one agreed between SSC and the Bidder after negotiations. The price shall be exclusive of all taxes, duties, charges, and statutory levies as applicable.
4. The prices, once offered, must remain fixed and must not be subject to escalation for any reason whatsoever, within the period of the validity of the

proposal and period of the validity of the contract. A proposal submitted with an adjustable price quotation or conditional proposal may be rejected at the discretion of the Commission.

5. Bidder should provide all prices, quantities as per the format prescribed under **Clause 7.1 (Commercial Bids)**. No field/columns should be left blank by the bidder. In case of a field being not applicable, the Bidder must indicate "NA (Not Applicable)" in all such fields.
6. It is mandatory to provide details of the GST payable by bidder. The bidder shall also submit to SSC, its GST registration certificate and requisite details as per the governing regulations.
7. All costs incurred due to any delay, directly attributable to the bidder, shall be borne by the Bidder.
8. SSC reserves the right to direct the Bidder to submit proof of payment against any of the taxes, duties and statutory levies as indicated in the bid, within the specified time frame as permitted under Governing Taxation laws.
9. Prices or commercial terms and conditions should not be revealed in any form before the opening of the Commercial Bid. Failure to abide by the given condition could result in the bid submitted by the bidder concerned to be summarily rejected by the Commission. If a change in price is envisaged due to any clarification, revised bid shall be submitted by the bidder with prior written permission of the Commission before the time specified for closing of commercial bid.

5.18 Conditions under which this RFP is issued

1. This RFP is not an offer and is issued with no commercial obligation on the part of the SSC. SSC reserves the right to withdraw the RFP and change any part thereof at any stage. SSC also reserves the right to disqualify any bidder, should it be felt necessary at any stage.
2. Timing and sequence of events resulting from this RFP shall be determined by the SSC.
3. Neither the bidder nor any of the authorized representatives of the bidder, shall have any claim whatsoever against SSC or any of its officials or employees, arising out of or relating to this RFP or procedures (other than those arising under a definitive service agreement with the bidder in accordance with the terms and conditions of the final contract).
4. Till the finalization of the contract and during the currency of the period of the contract, the bidders shall not directly or indirectly try to solicit any official or employee of SSC. The bidder shall also not engage any official or employee of the Commission, who was involved in the process of evaluation of the bid, as his employee without the prior written approval of the Commission

5.19 Rights to the Contents of the Proposal

All proposals and accompanying documents of the Technical proposal shall be considered as the property of SSC and shall not be returned after opening of the

technical proposals. SSC is not restricted in its rights to use or disclose any or all of the information contained in the proposal and can do so without any right to compensation to the bidders.

5.20 Modifications and Withdrawal of Proposals

No proposal may be withdrawn in the interval between the deadline for submission of the proposal and the expiry of the validity period as specified in this RFP. The bid fees shall be forfeited if any of the bidders withdraw their bid.

5.21 Non-Conforming Proposals

1. A proposal may be construed as a non-conforming proposal and would be considered as ineligible if it does not comply with the requirements of this RFP. Failure to comply with the technical requirements or non-acknowledgment of receipt of any amendments, would be considered as factors leading to a proposal being categorized as non-conforming.
2. If a proposal appears to be a combination of promotional material which does not follow the prescribed format of this RFP or does not appear to address the particular requirements of the proposed contract, the given bid shall also be considered for disqualification by the Commission.

5.22 Disqualification

The proposal is liable to be disqualified under the following circumstances:

1. Proposal not submitted in accordance with the procedure and formats prescribed in this RFP are to be treated by the Commission as a non-conforming proposal.
2. The form used for submitting the proposal is found to be incomplete.
3. Proposal is not accompanied by all the requisite documents.
4. In case of the bidder submitting the quotation for a part of the project.
5. Information submitted in technical proposal is found to be misrepresentative, incorrect or false, at any time during the finalization of the contract or during the tenure of the contract, including the extension period, if any.
6. Commercial proposal is found to be enclosed along with the technical proposal.
7. Bidder tries to influence the process of evaluation of the proposal by resorting to unlawful/ corrupt/ fraudulent means at any point of time during the bid process.
8. In case any one bidder submits multiple proposals or in case of a common interest arising amongst more than one bidder, the bidders concerned are likely to be disqualified.
9. Bidders may specifically note that while evaluating the proposals, if it comes to the knowledge of the Commission, that some bidders may have colluded in

any manner whatsoever or otherwise joined to form an alliance, resulting in delaying the processing of the proposal, the bidders so involved would be liable to be disqualified for the award of this contract, which may extend for a further period of three years in regard to tenders floated by the Commission.

10. Bidder fails to deposit the Performance Bank Guarantee (PBG) or fails to enter into a contract within 21 days of the date of notice of award of contract or within such extended period, as may be specified by SSC.

5.23 SSC's Right to change the Scope of Contract at the time of Award of the Contract

1. SSC may at any time, by a written order given to the bidder, make changes to the scope of the contract under consideration.
2. If any such change causes an increase or decrease in the cost of or the time required for the bidder's performance of any part of the work under the Contract, mutually agreed change in the Value or time schedule relating to the given Contract shall be arrived at between the Bidder and the Commission. Any claim made by the bidder for change under the extant Clause must be asserted from the Commission within a period of twenty one (21) days consequent upon the receipt of the change order.
3. SSC reserves the right to withdraw/ revoke/ cancel the whole or any part of the Bid at any stage without assigning any reason.

5.24 SSC's Right to Accept Any Bid and to reject any or All Bids

1. SSC reserves the right to accept any bid and/ or annul the Bidding process and reject bids at any time prior to the final award of Contract, without incurring any liability to the bidders concerned and without any obligation to inform the bidders concerned regarding the reasons of said action of SSC.
2. SSC reserves the right to negotiate the terms and conditions of the commercial bid with the selected bidder seeking a revision in the bid thus submitted.

5.25 Concessions permissible under statutes

Bidder, while quoting against this RFP, should take cognizance of all concessions admissible under various Statutes including the benefit under statutory provisions relating to GST, failing which, the bidder shall be required to bear the extra cost which arise on account of the bidder not availing concessional rates of levies like customs duty, excise duty, sales tax, etc. SSC shall not bear any responsibility to this effect. However, SSC may provide necessary assistance to the bidder for claiming the given concessions from the statutory authorities concerned. In case of a reduction in the rate of tax claimed by the bidder, the requisite benefit arising out of the given reduction in the rate of tax shall be passed over to the SSC by the bidder.

5.26 Tax Liability

The bidder shall indicate TAXES/ GST wherever applicable.

5.27 Uniformity

1. All information submitted must clearly refer to page number, section number or other identifying reference in this RFP document. All information submitted must be noted and furnished in the sequence mentioned in this RFP.
2. All pages of the proposal submitted by bidder should be sequentially paginated.

5.28 Only One Proposal

Bidder shall submit only one proposal. If a bidder submits or participates in more than one proposal, all such proposals shall be disqualified.

5.29 Bid Scope

The bidder cannot bid for a specified portion of the RFP under consideration. The entire statement of work as detailed in this RFP has to be considered for bidding.

5.30 Duration of Project

1. The duration of the project will start from the date of signing of contract for a period 03 years.
2. At the end of contract SSC will have option to extend the contract for maximum 2 years, extending one year at a time under same terms and conditions.
3. In extreme case, SSC may prefer to extend the contract for a further 1-year period after the completion of contract period of 5 years, until identification of a different service provider subsequent to exit management.

5.31 Consortium

Consortium in any form is not allowed in this bid process and the Service Provider shall not subcontract services.

6 Bid Opening and Evaluation Process

6.1 Bid Open Session

1. Total transparency will be observed by the Commission, while opening the proposals/bids.
2. SSC reserves the rights at all times to postpone or cancel a scheduled date/time of opening of the bid.
3. The bids shall be opened, in three sessions, one for pre-qualification, one for Technical Proposal and one for Commercial Proposal (as submitted by the bidders whose technical bids have been found to be eligible), in the presence of authorized representatives of the bidders.
4. The authorized representatives of the bidders, present during the time of the opening of the bids, shall sign a register of attendance to this effect. In the event of the specified date of bid opening being declared a Government holiday, the Bids shall be opened at the same time and location on the next working day. However, if there is no authorized representative present, for the bidder, SSC shall proceed with the opening of the bids.
5. During bid opening, preliminary scrutiny of the bid documents shall be made to determine whether the bid documents are complete, the required bid fees has been furnished, the documents have been signed by the authorised signatory of the bidder, and the bids are found to be in order. Bids not conforming to the given preliminary requirements, shall be summarily rejected at the discretion of the Commission. Preliminary scrutiny should not be construed that the bid submitted by a bidder has been found to be complete in all respects.

6.2 Overall Evaluation Process

1. A two-tier evaluation process shall be adopted for evaluation of the proposals submitted by the bidders. SSC shall review the technical bids of the bidders who meet the Pre-Qualification criteria, to determine whether the technical bids are compliant with the requirements of the RFP. Bids that are not compliant are liable to be rejected.
2. The bids of the bidders found successful in respect of their technical bids, shall be informed accordingly by the SSC. Consequent thereto the commercial bids of the technically successful bidders shall be opened.

6.3 Pre-Qualification Criteria*

S. No.	Pre-qualification Criteria	Documentary Evidence
1	The bidder should be a company registered under the Companies Act, 1956 as amended in 2013, should have registered office in India for the last ten years and must have been operating in India for past ten financial years (FY 2012-13 through 2022-23).	Copy of Certificate of Incorporation issued by Registrar of Companies, Ministry of Corporate Affairs, Government of India and a certification

		from the Company Secretary or authorized signatory regarding operations for the last 5 years.
2	The bidder should submit Earnest Money Deposit (EMD) of Rs 25,00,000/- (Rupees Twenty Five Lakhs Only). Alternatively, in lieu of EMD, the bidder may also submit "Bid Securing Declaration" as per Annexure 8.3.	EMD should be submitted through a Demand Draft/ Bank Guarantee drawn on Scheduled Bank, payable at New Delhi.
3	Tender Fee	There shall be NO TENDER FEE for this bidding.
4	Power of Attorney from the bidder, in the name of person signing the Bid, authorizing him to submit/ execute this agreement as a binding document.	Valid Power of Attorney in original.
5	<p>The bidder must have either of the following:</p> <p>a) Valid CMMI Level 3 or above</p> <p>OR</p> <p>b) Valid ISO/IEC 27001: 2013, ISO/ IEC 20000 and ISO 9001: 2015 (or above)</p> <p>The certification should be valid on the date of bid submission. In case the CMMI certification is under renewal, the Bidder shall provide the details of the previous CMMI certification and the current assessment/ details for consideration in the Bid process.</p>	<p>Authenticated copy of valid certificates at the time of bid submission. Further, if the Bidder is selected, it shall ensure that the certifications continue to remain valid during the currency of the contract under consideration in this RFP.</p> <p>Note: CMMI Certificate will be validated with PARS. Compliance Certificate is not valid.</p>
6	<p>The bidder should have an annual turnover of at least <u>Rs 20 Crore from software development and/or software services</u> in each of the last three financial years (FY 2020-21, 2021-22 and 2022-23).</p> <p>The turnover refers to the turnover of the company and not the composite turnover of its subsidiaries/ sister concerns etc. from software development and/or software services. The turnover should exclude sales of system software or COTS/hardware/hosting/non-</p>	Certified copy of the financial statements including audited Balance Sheet and Profit & Loss Account along with the certificate issued by the Statutory Auditor appointed by the Company

	development services.	
7	The bidder must have <u>at least 200 number of software developers</u> with minimum qualification of B.E/B. Tech/MCA on its pay rolls for last three financial years (2020-21, 2021-22 and 2022-23)	The bidder shall submit an undertaking/ self-declaration duly signed (with company seal) by the CA/ CS/ Authorized Signatory of the bidder.
8	The bidder should have positive net worth/ valuation of Rs. 100 Crore during the financial year 2022-23.	Certificate issued by the Company Secretary or a Chartered Accountant mentioning net worth/valuation.
9	<p>The bidder should have successfully completed (until Go- Live Stage) of software development/ implementation project within the last three financial years (2020-21, 2021- 22 and 2022-23) in Banking/ Financial Services/ Fintech/ Securities/ Communication/ Edtech/ Capacity Building etc. At least one (1) projects with nature, and complexity similar to the scope of requirements described in Section 3 (Statement of Work). Similar means that the project should meet two or all of the following:</p> <ul style="list-style-type: none"> i. End-to-end project services including architecture design, sizing, installation, solution design, development and testing and commissioning (go-live). ii. Large deployment (minimum 1 Crore plus subscribers/customers or more than 2000 users of the software) iii. Project involved building vault services using cryptographic encryption and securing critical assets (e.g. money, question bank, classified documents, security keys). <p>Note: Only Projects with cumulative value of more than INR 5 Cr will be considered.</p>	Client Certificate/ Completion Certificate/ copy of work order along with self-certification from Authorized Signatory/ Company Secretary regarding completion of work.
10	Bidder should have experience of working in Central Govt./ State Govt./ PSU/ Autonomous Bodies/ Statutory Bodies/Private entities for software development and/or IT solutions delivery in the last five financial years (FY	Client Certificate/ Completion Certificate/ copy of work order along with self-certification from Authorized Signatory/

	2017-18, 2018-19, 2019-20, 2020-21 and 2021-22).	Company Secretary regarding completion of work.
11	<p>The bidder shall not be under a declaration of ineligibility/ banned/ blacklisted by any Government entity in India for any reason as on the last date of submission of the bid or convicted of economic offence in India for any reason as on the last date of submission of bid. The bidder should not have been convicted/ debarred:</p> <p>Under the Prevention of Corruption Act, 1988; or</p> <p>The Indian Penal Code; or</p> <p>Any other law for the time being in force for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.</p>	Affidavit by authorized signatory of the bidder.
12	The bidder or its sister companies concerns should not be the Service Provider for Content Authoring or conducting the Computer Based Examinations of the SSC.	Certificate from the Company Secretary or authorized signatory.
<p>Note 1: Suppression of information / facts would lead to summary disqualification of the bid submitted.</p> <p>Note 2: Consortium in any form is not allowed in this bid.</p> <p>*Note 3 – A separate envelope of the pre-qualification criteria is required to be submitted (offline in hard copy) along with hard copy of the Technical Bid.</p>		

6.4 Technical Evaluation Criteria with Marks

The following table depicts the broad technical evaluation criteria used to arrive at the Technical Score (**Ts**) for the bidder. Total marks awarded for each technical evaluation criteria by committed will be considered as Technical Score (**Ts**) for the bidder.

S. No.	Criteria	Max Marks	Support Documents
1	<p>Number of Software Developers (having minimum qualification: B.E/ B. Tech/ MCA/ of the Company.</p> <p>a) ≥ 500 : [12 marks]</p>	12	Self-certification from Authorized Signatory/

	b) ≥ 400 but < 500 : [10 marks] c) ≥ 300 but < 400 : [8 marks] d) ≥ 200 but < 300 : [6 marks]		Company Secretary.
2	<p>Turnover of the Company from software development and/or software services in each of three financial years FY 2020-21, 2021-22, 2022-23.</p> <p>The turnover refers to the turnover of the company and not the composite turnover of its subsidiaries/ sister concerns etc. from software development and/or software services. The turnover should exclude sales of system software or COTS/ hardware/hosting/non-development services.</p> <p>a) Turnover ≥ 50 cr :[12 marks] b) Turnover ≥ 40 cr but < 50 cr :[10 marks] c) Turnover ≥ 30 but < 40 :[8 marks] d) Turnover ≥ 20 but < 30 :[6 marks]</p> <p>Sample calculation of score of a bidder with revenue as follows:</p> <ul style="list-style-type: none"> 25 Cr in 2020-21 = 6 (marks for 20-21) 45 cr in 2021-22 = 10 (marks for 21-22) 55 cr in 2022-23 = 12 (marks for 22-23) <p>Net score allotted to sample bidder will be $(6+10+12)/3 = 9.333$.</p>	12	Balance Sheet of the company signed by Company Auditor.
3	<p>Net Profit for FY 2022-23 (as % of Turnover) of the Company.</p> <p>a) Net Profit $\geq 20\%$: [5 marks] b) Net Profit $\geq 15\%$ but $< 20\%$: [4 marks] c) Net Profit $\geq 10\%$ but $< 15\%$: [3 marks] d) Net Profit $\geq 5\%$ but $< 10\%$: [2 marks] e) Net Profit ≥ 0 but $< 5\%$: [1 marks]</p>	5	Balance Sheet of the company signed by Company Auditor
4	<p>Project Size : Bidder has developed software of complexity similar to the scope of requirements described in Section 3 (State of Work), similar as described in Point 9 of Pre-Qualification Criteria (Section 7.3) whose project value is as follows:</p>	5	Client Certificate/ Completion Certificate/ copy of work order along with self-certification from

	<p>a) Project Value ≥ 25 cr : [5 marks]</p> <p>b) Project Value ≥ 15 cr but < 25 cr : [3 marks]</p> <p>c) Project Value ≥ 10 cr but < 15 cr : [2 marks]</p>		Authorized Signatory/ Company Secretary regarding completion of work.
5	<p>Key Profile bidder proposed for the project.</p> <p>a) CAT Principal Architect : [4 Marks]</p> <p>Marks will be allocated based on following criteria:</p> <p><i>a. 25% : Years of experience in software development and implementation.</i></p> <ul style="list-style-type: none"> ▪ 100% if ≥ 15 years ▪ 50% if ≥ 10 years ▪ Nil if < 10 years <p><i>b. 75% : Number of project of similar nature. Similar nature as defined in point 4 of this table.</i></p> <ul style="list-style-type: none"> ▪ 100% if ≥ 5 projects ▪ 50% if ≥ 4 projects ▪ 20% if ≥ 3 projects ▪ Nil if < 3 projects <p>b) Program Manager : [2 marks]</p> <p>Marks will be allocated based on following criteria:</p> <p><i>a. 25% : Years of experience in software development and implementation.</i></p> <ul style="list-style-type: none"> ▪ 100% if ≥ 10 years ▪ 50% if ≥ 7 years ▪ Nil if < 8 years <p><i>b. 75% : Number of project of similar nature. Similar nature as defined in point 4 of this table.</i></p> <ul style="list-style-type: none"> ▪ 100% if ≥ 4 projects ▪ 50% if ≥ 3 projects ▪ Nil if < 3 projects <p>c) Lead Architect : [1 Marks]</p>	10	Detail CV not exceed 3 pages with a font size of 11 pts.

	<p>d) Functional Lead : [1 Marks]</p> <p>e) O&M Project Manager : [2 Marks]</p> <p>Marks for c, d, and e will be allocated based on following criteria:</p> <p>a. 25% : Years of experience in software development and implementation.</p> <ul style="list-style-type: none"> ▪ 100% if ≥ 8 years ▪ 50% if ≥ 5 years ▪ Nil if < 5 years <p>b. 50% : Number of project of similar nature. Similar nature as defined in point 4 of this table.</p> <ul style="list-style-type: none"> ▪ 100% if ≥ 3 projects ▪ 50% if ≥ 2 projects ▪ 20% if ≥ 1 projects ▪ Nil if < 1 projects 		
6	<p>Experience in form of case study in software development and implementation project. Case study projects must be of nature, and complexity similar to the scope of requirements described in Section 3 (State of Work).</p> <p>Maximum of 3 Case Studies. Marks for the case study Case studies will be awarded as per the following scoring.</p> <p>a) Case Study 1: End-to-end project services including architecture design, sizing, installation, solution design, development and testing and commissioning (go-live). [3 Marks]</p> <p>b) Case Study 2: Large deployment with minimum 1 Crore plus subscribers/customers or more than 2000 users (users excludes consumer/applicants/subscribers/citizens etc.) of the software. [5 Marks]</p> <p>c) Case Study 3: Project involved building vault services using cryptographic encryption and securing critical assets (e.g. money, question bank, classified</p>	15	<p>Each case study should not exceed 5 pages with a font size of 11 pts. In case the case study is more than 5 pages then the pages beyond 5 pages shall not be considered by the evaluation committee for marking purposes. The case studies shall be evaluated in terms of relevance of the project, clarity of explanation of the technology intervention. Only those case studies will be considered for</p>

	documents, security keys). [7 Marks] Case studies to be submitted clearly highlighting and explaining in detail the technology intervention and the resultant impact. The impact should be clearly quantified and substantiated with data points. The projects identified for the case study should not be older than 5 years in implementation as on date of submission of the bid. Note: Only projects whose cumulative value is more than INR 5 cr will be considered.		the evaluation where bidder was lead partner and responsible for end-to-end software development/implementation. Along with copy of work order and self-certification from Authorized Signatory
7	Additional marks for implementation capability demonstrating within the case studies submitted above or one additional, marks will be given as below: a) Experience of the firm in managing, hosting, and implementing platforms on cloud platforms. : [4 marks] b) Experience of handling user from vendors/partners on the same platform through controlled security, audit features. : [4 marks] c) Experience of working in handling exam conducting related software development systems Candidate Management/Result/question bank/conducting of examinations. : [4 marks]	12	
8	CMMI and ISO/ IEC Certification a) CMMI (Level-3) or above :[2 marks] b) ISO/ IEC 27001:2013 or above :[1 mark] c) ISO/ IEC 9001: 2008 or above :[1 mark]	4	Copies of the relevant certificates to be submitted and should be valid as on date of submission date of the bid.
9	Demonstration of the proposed solution by bidder. The demonstration must be of the nature similar to RFP requirements described in section 3	15	Demonstration to SSC committed at HQ or any

	<p>(statement of work). The demonstration can be in form of recorded video, demonstration of critical features and mock-ups. The committee will evaluate it based on the following criteria:</p> <ol style="list-style-type: none"> 1. Demonstration of security capabilities i.e. how bidder's solution meets various security and access related requirements through with respect to RFP scope. : [3 marks] 2. Demonstration of assessment framework which will be used by SSC and how it ensure that no sensitive data is neither stores nor shown to the SSC. : [3 marks] 3. Demonstration/Mock flows of functional capabilities using which Content Author will be able to create, validate and vet before submitting to the question bank vault. : [3 marks] 4. Demonstration/Capabilities of the data insights in form of report/dashboards which shall help SSC to get insight of various aspects of the CAT capabilities. : [3 marks] 5. Demonstration/capabilities to how the proposed solution will be integrated with CBT exam conducting vendor for distribution of question papers across and handling exceptions. : [3 marks] <p>Note 1: The features, functions and capabilities demonstrated during this demo will be integral part of bidders proposal and shall be submitted after the completion of the demonstration.</p> <p>Note 2: The committee shall assign higher weightages to demonstration made in which is relevant in context of SSC requirements.</p>		<p>other place decided by SSC for the demonstration.</p> <p>No special arrangement will be made by SSC for demonstration other than providing internet connect and projection capabilities.</p>
10	<p>Demonstration should be followed with presentation to committee about the overall engagement proposed by the bidder. The committed will evaluate it based on the following criteria:</p> <ol style="list-style-type: none"> 1. Understanding of SSC described requirements in RFP and its explanation to 	10	<p>Presentation to SSC committed at HQ or any other place decided by SSC for the presentation.</p>

	<p>the committee.</p> <ol style="list-style-type: none"> 2. Overall solution approached of the bidder to meet the described requirements, solution approach, delivery approach, delivery methodology. 3. Approach to integrate with different users of the CAT framework. 4. Implementation Plan from onboarding to the deployment of entire solution, and proposed delivery of handover of software code and knowledge transfer to SSC at the end of engagement. 5. Post go-live operations and maintenance approach proposed by the vendor. 		
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NOTE: The bidder should have a minimum score of **60%** to qualify in the Technical Bid. Bidders who secure less than **60%** marks will be considered as DISQUALIFIED.

7 Technical Proposal – Other Requirements

1. The technical proposal should contain all the mandatory undertakings as specified in this RFP. Format for all the required undertakings/ covering letters are provided in Annexures at Chapter-8.
 - a) Non- Disclosure Agreement (NDA)
 - b) Earnest Money Deposit (EMD)
 - c) Bid Securing Declaration from Bidders in lieu if EMD
 - d) Undertaking on Patent Rights
 - e) Undertaking on Pricing of Items of Technical Response
 - f) Undertaking on Service Level Compliance
 - g) Undertaking on Clause 144 (xi) of GFR
2. The technical proposal should address all the areas/ sections as specified in this RFP and should contain a detailed description of how the bidder will provide the required services outlined in this RFP.
3. The technical proposal must not contain any pricing information. While submitting additional information, it should be marked as “supplementary” to the specific response. If the bidder wishes to propose additional services (or enhanced level of services) beyond the scope of this RFP, the proposal must include a description of such services as a separate and distinct attachment to this proposal.
4. Proposed methodology for implementation.
5. The Technical Proposal should address the following:
 - a) Overview of the proposed solution which meets the requirements as specified in this RFP.
 - b) Overall proposed Solution, technology, and deployment architecture.
 - c) Approach to address the integration with SSC authorized CBT vendors applications.
 - d) Details of the Solution as per the format provided in this RFP.
 - e) Bidder’s experience in all the project related areas as highlighted in Bid evaluation criteria.
 - f) Overall Governance Structure and Escalation Mechanism.
 - g) Project team structure, size, capability and deployment plan.
6. The technical proposal shall also contain bidder’s contingency plan to address the key challenges anticipated during the execution of the project.

7.1 Commercial Bids

Bidder to quote all commercials in Indian Rupees. The cost must be quoted against each head.

7.1.1 Part A : For Period of Contract

This part of the commercials will be used to arrive the Bidders Commercial Score.

Item No.	Item Details	Basic Unit Price exclusive of all statutory levies & taxes	GST	Any other statutory levies/taxes	Unit Price inclusive of all statutory levies & taxes $F = C+D+E$
[A]	[B]	[C]	[D]	[E]	[F]
1	CAT Software Delivery: Cost of the project to execute and deliver all parts of SOW described in section 3.0 for the duration of project till successful completion of Milestone 7(1st Live examination). [One Time Charges]				
2	O&M: Services to execute and deliver the scope for O&M described in Section 3.10. The start date of O&M will be from date of successful completion of Milestone 07 (1 st live examination) and will be applicable for upto 3(three) years from the date of signing of contract. [Annual Charges]				

1. Price should be written both in figures and words.
2. If a bidder quotes Nil charges/ consideration, the bid shall be treated as unresponsive and will not be considered. Also zero value should not be entered against any item.

3. If there is any discrepancy between rates quoted in figures and words, the rates quoted in words will prevail.
4. Lowest Commercial bid will be determined on the basis of total project cost. The total project cost will be calculated based on the amount quoted in column "C" of the Commercial bid. Following will be considered for determining the absolute commercial bid of a bidder [sum of 4(a) and 4(b)]:
 - c. *One-time charges quoted at Item No (1) of Section 7.1.1 (Say P1). Then the bid price for this item will be **P1**.*
 - d. *Annual rates as quoted at Item No (2) of Section 7.1.1 (Say P2) applicable for three years. Then the bid price for these items will be **P2*3**.*

Note:- The P2 is multiplied by 3 for purpose of calculation only. Payment will be made on a quarterly basis for the actual period of service.
5. The bidder will have to substantiate the taxes and levies claimed by it in each bill. The bidders will thus be required to provide documentary evidence of the rates of tax as applicable on the basic unit cost quoted at the time of claiming payment consequent upon the award of the contract arising out of this RFP.
6. Scores would be considered for the purpose of QCBS (Quality cum cost based system) based final evaluation, explained in the next section.

7.2 Final Evaluation of Bids

The evaluation of Bidder's proposals will be done using the QCBS methodology. The individual Bidder's Commercial Bid scores will be normalized and then final composite score will be arrived for the award of contract as per the following formula.

1. Based on bidder's absolute commercial bids, a Financial Normalized (**F_N**) score will be calculated as per the following formula:

$$F_N = F_{MIN} / F_A * 100 \text{ (round off to 3 decimal places) where}$$
 - **F_N** = Normalized Commercial Bid score for the Bidder under consideration.
 - **F_A** = Absolute Commercial Bid of the Bidder under consideration.
 - **F_{MIN}** = Absolute Commercial Bid of the lowest bid received.
2. **Final Composite Score** of the bidder will be calculated as per the following formula:

$$\text{Final Composite Score} = T_s * 0.70 + F_N * 0.30$$

The Bidder with the highest Composite Score will be considered for award of the contract. In the event of a tie, the bid with best commercials will be considered for award of contract. If the tie still persists, the guidelines of Government of India on the subject shall be followed for processing of the bids.

7.3 Award of Contract

7.3.1 Notification of Award

Prior to the expiry of the validity period, SSC will notify the successful bidder in writing that the proposal submitted by the Bidder has been accepted. The notification of award will initiate the finalization of the contract. Upon the successful bidder's furnishing of performance bank guarantee, SSC will promptly notify each unsuccessful bidder and shall return their EMD.

7.3.2 Contract Finalization and Award

SSC shall reserve the right to negotiate with the bidder(s) whose proposal has been ranked best value bid on the basis of QCBS evaluation of their Technical and Commercial bids, for the purpose of arriving at reasonable terms and conditions for the contract arising out of this RFP

7.3.3 Signing of the Contract

At the time of notification of the successful bidder with regard to the Bid having been accepted by the SSC, the SSC shall enter into a contract with the successful bidder.

SSC shall have the right to annul the award in case there is a delay of more than 21 days from the date of this notification, in signing of contract, for reasons attributable to the successful bidder.

7.3.4 Failure to agree with the Terms and Conditions of the RFP

Failure of the successful bidder to agree with the Terms and Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which case, SSC would be free to take necessary decision on the subject.

7.3.5 Performance Bank Guarantee (PBG)

1. **Part 1 CAT Software Delivery:** A PBG of 3% the value of the total value of CAT Software Delivery (i.e. items at Para-7.1.1, S. No. 1) of the successful bidder would be furnished by the successful bidder in the form of a Bank Guarantee and details submitted as per the format provided in this RFP. The PBG shall be executed through a Scheduled Bank. The EMD will be returned to the successful bidder on submission of this PBG. The PBG will be returned to the successful bidder after 3 months post 1st live examination.
2. **Part 2 O&M Services:** A PBG of 3% the value of the total value of annual O&M Cost (i.e. items at Para-7.1.1, S. No. 2) of the successful bidder would be furnished by the successful bidder in the form of a Bank Guarantee and details submitted as per the format provided in this RFP. The PBG shall be executed through a Scheduled Bank. The PBG will be returned to the successful bidder after 3 months at the end of each year of O&M or will be adjusted for the future O&M. The final PBG will be return 6 months after the end of the contract period.

3. SSC may invoke forfeiture of the Performance Bank Guarantee for any failure on part of Bidder to fulfil its obligations as specified under the Contract Agreement executed with the successful bidder. The Contract PBG must be furnished within 21 days from the date of signing of the contract and should be valid for entire period of the contract.

7.3.6 Service Level Agreements (SLAs)

The following SLAs will be applicable and made part of the agreement.

Full contents of Point No. 7.3.6 (Page No. 76) will be shared with the prospective bidders on submission of Non Disclosure Agreement as per Annexure-8.1 on the letterhead of the bidder.

7.4 Terms of Payment

Payment shall be made in Indian Rupees only. The payment terms and conditions applicable for each item quoted as per the section 7.1.1 are elaborated in the various clauses below.

1. The schedule of payment of one time charges quoted for the CAT Software Delivery in Commercial Bid (Item No. 1 of Section 7.1.1) will be as under:-
 - a. **10% - At the time of** signing of contract against Bank Guarantee, which would be refunded after 1st Live Examination (Mile Stone 07).
 - b. **15%** - After delivery of **Milestone 6**.
 - c. **25%** - On successful completion of **1st live examination** (Mile Stone 07).
 - d. The remaining **50%** of one time charge quoted for item 1 of Section 7.1.1 will be paid in equal instalments in each quarter following successful completion of Mile Stone 07 (1st Live examination) for remaining duration of the contract.
2. The O&M quoted for item 2 of Section 7.1.1 will start from the date of successful completion of 1st live examination (Mile Stone 7) and will be applicable for rest of period of contract.
 - a. *No advance payment for O&M shall be made.*
 - b. *The entire annual O&M price for the year will be divided in four quarterly segments.*
 - c. *After successful completion of the O&M period of 3 months, payment after making due adjustment towards SLA penalties will be made based on the quarterly bills submitted.*

7.5 Grievance redressal and arbitration:

If any of the party to contract is aggrieved by the Act of the other party not in consonance with the contract, grievance to be addressed to Member, SSC for resolution. If aggrieved further, the appeal lies with Chairman, SSC. The verdict/ interpretation of the Chairman, SSC shall be binding. If aggrieved further, the parties may approach arbitration under Arbitration and Conciliation Act, 1996 as amended from time to time. The place of arbitration shall be New Delhi.

7.6 Jurisdiction:

Subject to the arbitration herein above provided, any suit or proceedings to enforce the right of either of the parties hereto the contract shall be instituted in and tried only by the courts in Delhi and by no other court, and both the parties hereto hereby especially agree to submit to the jurisdiction to such court.

7.7 Force majeure:

Force majeure is herein defined as any cause which is beyond the control of the selected bidder or Staff Selection Commission as the case may be which they could not force or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract such as:

1. Natural phenomenon including but not limited to floods, droughts, earthquakes and epidemics.
2. Terrorist attack, public unrest in work area provided either party shall within 10 days from occurrence of such a cause, notifies the other in writing of such causes.

The bidder or Staff Selection Commission shall not be liable for delay in performing their obligations resulting from any force majeure cause as referred to and/ or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations, expressed quantitatively shall be calculated on date of termination.

7.8 Exception Clause:

SSC reserves the right to allot the work to any Government Agency/PSU/society which delivers such services exclusively to Government or PSU.

8 Annexures

8.1 Non-Disclosure Agreement (NDA)

[On Company Letterhead]

This AGREEMENT (hereinafter called the "Agreement") is made on the [day] day of the month of [month], [year], between, SSC, on the one hand, (hereinafter called the "Purchaser") and, on the other hand, [Name of the bidder] (hereinafter called the "Bidder") having its registered office at [Address]

WHEREAS

The "Purchaser" has issued a public notice inviting various organizations to provide services for Identification of Service Provider (SP) for Supply of Software, Implementation and Support for Content Authoring Tool (CAT) for Question Bank Creation (hereinafter called the "Project");

The Bidder, having represented to the Purchaser that it is interested to bid for the proposed Project,

The Purchaser and the Bidder agree as follows:

1. In connection with the Project, the Purchaser agrees to provide to the Bidder a Detailed Document on the Project vide the Request for Proposal. The Request for Proposal contains details and information of the Purchaser operations that are considered confidential.
2. The Bidder to whom this Information (Request for Proposal) is disclosed shall:
 - a) Hold such Information in absolute confidence with the same degree of care with which the Bidder protects its own personal, confidential and proprietary information;
 - b) Use the Information only as needed for the purpose of bidding for the Project;
 - c) Except for the purpose of bidding for the Project, will not copy or otherwise duplicate such Information or knowingly allow anyone else to copy or otherwise duplicate such Information;
 - d) Undertake to document the number of copies it makes with regard to the project, and
 - e) On completion of the bidding process and in case unsuccessful, promptly return to the Purchaser, all Information in a tangible form or certify to the Purchaser that it has destroyed such Information as relating to the project .
3. The Bidder shall have no obligation to preserve the confidential or proprietary nature of any Information which:
 - a) Was previously known to the Bidder free of any obligation to keep it confidential at the time of its disclosure as evidenced by the Bidder's written records prepared prior to such a disclosure; or
 - b) Is or becomes publicly known through no wrongful act of the Bidder; or
 - c) Is independently developed by an employee, agent or contractor of the Bidder not associated with the Project and who did not have any direct or indirect access to the Information.

4. The Agreement shall apply to all Information relating to the Project disclosed by the Purchaser to the Bidder under this Agreement.
5. The Purchaser will have the right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available under statutes or in equity for such a breach.
6. Nothing contained in this Agreement shall be construed as granting or conferring rights of license or otherwise, to the bidder, in any of the Information. Notwithstanding the disclosure of any Information by the Purchaser to the Bidder, the Purchaser shall retain title and all intellectual property and proprietary rights to the Information. No license under any trademark, patent or copyright, or application for same that are now or thereafter may be obtained by such party is either granted or implied by the conveying of Information. The Bidder shall not alter or obliterate any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Purchaser on any copy of the Information, and shall reproduce any such mark or notice on all copies of such Information.
7. This Agreement shall be effective from the date the last signature is affixed to this Agreement and shall continue in perpetuity.
8. Upon written demand of the Purchaser, the Bidder shall (i) cease using the Information, (ii) return the Information and all copies, notes or extracts thereof to the Purchaser forthwith after receipt of notice, and (iii) upon request of the Purchaser, certify in writing that the Bidder has complied with the obligations set forth in this paragraph.
9. This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/ or written correspondence or agreements between the parties. This Agreement may be amended or modified only with the mutual written consent of the parties to the contract. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.
10. CONFIDENTIAL INFORMATION IS PROVIDED "AS IS" WITH ALL FAULTS. IN NO EVENT SHALL THE PURCHASER BE LIABLE FOR THE ACCURACY OR COMPLETENESS OF THE CONFIDENTIAL INFORMATION.
11. This Agreement shall benefit and be binding upon the Purchaser and the Bidder and their respective subsidiaries, affiliate, successors and assigns.
12. Agreement shall be governed by and construed in accordance with the Indian laws.
13. Additional oral agreements do not exist. All modifications and amendments to this agreement must be made in writing.

For and on behalf of the Bidder

___ (Signature)

(Name of the Authorized Signatory)

Date

Address

Location:

8.2 Earnest Money Deposit

In consideration of _____ (hereinafter called the "Government") Represented by SSC, on the first part and M/s (Hereinafter referred to as "Bidder") on the Second part, having agreed to Accept the Earnest Money Deposit of Rs.25,00,000/- (Rupees Twenty Five Lakhs) in the form of Bank Guarantee/ Demand Draft for the Request for Proposal for Identification of Service Provider (SP) for Supply of Software, Implementation and Support for Content Authoring Tool (CAT) for Question Bank Creation (Name of the Bank), (hereinafter referred to as the "Bank"), do hereby undertake to pay to the Government forthwith on demand without any demur and without seeking any reasons whatsoever, an amount not exceeding _____/- (Rupees _____) and the guarantee will remain valid up to a period of 225 days from the due date of the opening of the bid. It will, however, be open to the Government to return the Guarantee earlier than this period to the Bidder, in case the Bidder does not qualify for the commercial negotiations by the Commercial Negotiations Committee (CNC) as constituted by the Government after a recommendation is made by the CNC on the bid(s) after an evaluation.

1. In the event of the Bidder withdrawing the tender before the completion of the stages prior to the Commercial negotiations or during the Commercial negotiations, as the case may be, the Performance Bank Guarantee deposited by the Bidder stands forfeited to the Government. We also undertake not to revoke this guarantee during this period except with the previous consent of the Government in writing and we further agree that our liability under the Guarantee shall not be discharged by any variation in the term of the said tender and we shall be deemed to have agreed to any such variation.
2. No interest shall be payable by the Government to the Bidder on the performance bank guarantee for the period of its currency

Dated this day of ____

For the Bank of (Manager)

8.3 Bid Securing Declaration from Bidders in lieu of EMD

(On Bidders Letter head)

I / We,..... the authorized signatory of M/s,.....
participating in the subject tender No.for
Identification of Service Provider (SP) for Supply of Software, Implementation and
Support for Content Authoring Tool (CAT) for Question Bank Creation, do hereby
declare:

- i. That I / we have availed the benefit of waiver of EMD while submitting our
offer against the subject Tender and no EMD being deposited for the said
tender.
- ii. That in the event we withdraw/ modify our bid during the period of validity
OR I/ we fail to execute formal contract agreement within the given timeline
OR I/ we fail to submit a Performance Security within the given timeline OR
I/ we commit any breach of Tender Conditions/ Contract which attracts penal
action of forfeiture of EMD and I /we will be suspended from being eligible for
bidding/ award of all future contract(s) of Staff Selection Commission for a
period of three year from the date of committing such breach.

Signature and Seal of Authorised Signatory of bidder

Name of Authorized Signatory.....

Company Name.....

8.4 Undertaking on Patent Rights

[Company letterhead]

[Date]

To,

Deputy Secretary (General)

Staff Selection Commission,

Block No-12, CGO Complex,

Lodhi Road, New Delhi - 110003

Sub: Undertaking on Patent Rights

Sir,

1. I/ We as Bidder do hereby undertake that none of the deliverables being provided by us is infringing on any patent or intellectual and industrial property rights as per the applicable laws of relevant jurisdictions having requisite competence.
2. I/ We also confirm that there shall be no infringement of any patent or intellectual and industrial property rights as per the applicable laws of relevant jurisdictions having requisite competence, in respect of the equipment, systems or any part thereof to be supplied by us. We shall indemnify SSC against all cost/ claims/ legal claims/ liabilities arising from third party claim in this regard at any time on account of the infringement or unauthorized use of patent or intellectual and industrial property rights of any such parties, whether such claims arise in respect of manufacture or use. Without prejudice to the aforesaid indemnity, the Bidder shall be responsible for the completion of the supplies including spares and uninterrupted use of the equipment and/ or system or any part thereof to SSC and persons authorized by SSC, irrespective of the fact of claims of infringement of any or all the rights mentioned above.
3. If it is found that it does infringe on patent rights, I/ We absolve SSC of any legal action.

Yours faithfully,

Authorized Signatory

Designation

8.5 Undertaking on Pricing of Items of Technical Response

To

[Date]

Deputy Secretary (General)
Staff Selection Commission,
Block No-12, CGO Complex,
Lodhi Road, New Delhi - 110003

Sub: Undertaking on Pricing of Items.

Sir,

I/ We do hereby undertake that Commercial Proposal submitted by us is inclusive of all the items in the technical proposal and is inclusive of all the clarifications provided/ may be provided by us on the technical proposal during the evaluation of the technical proposal. We understand and agree that our Commercial Proposal is firm and final and that any clarifications sought by you and provided by us would not have any impact on the Commercial Proposal submitted by us.

Yours faithfully,

Authorized Signatory

Designation

8.6 Undertaking on Service Level Compliance

[Company letterhead]

[Date]

To,

Deputy Secretary (General)

Staff Selection Commission,

Block No-12, CGO Complex,

Lodhi Road, New Delhi - 110003

Sub: Undertaking on Service Level Compliance

Sir,

1. I/ We as Bidder do hereby undertake that we shall monitor, maintain and comply with the service levels as desired in the RFP to provide quality service to the SSC.
2. However, if the proposed number of resources is found to be not sufficient in meeting the tender and/ or the Service Level requirements given by SSC, then we will augment the team without any additional cost to SSC.

Yours faithfully,

Authorized Signatory

Designation

SSC may invoke forfeiture of the Performance Bank Guarantee for any failure on part of Bidder to fulfil its obligations as specified under the Contract Agreement executed with the successful bidder.

8.7 Undertaking on Clause 144 (xi) of GFR

[Land locked borders]

To

Deputy Secretary (General SSC)

Staff Selection Commission, Lodhi
Road, New Delhi 110 003

Subject: Submission of Model Certificate in compliance of Rule 144 (xi) of GFR 2017.

Dear Sir/Madam,

I have read the clause regarding restrictions on procurement from a bidder of a country which shares land border with India; I hereby certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered.

I have read the clause regarding restrictions on procurement of a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Location:

Date:

8.8 Hardware Specifications

The hardware specifications which SSC needs to provide for enablement of the solution, needs to be provided by the bidder along with the bid.

End of Document
