

GOVT. OF ODISHA
DEPARTMENT OF HIGHER EDUCATION
Letter No. 28348 //Dt. 30.05.2026
HE-MC-MISC-0037-2025

From

Sri Kaliprasanna Mahapatra, IAS
Director, Higher Education
Odisha, Bhubaneswar

To

Joint Director,
Information and Public Relation Department,
Odisha

Sub: Request for Publication of Tender Call Notice in Newspapers

Dear Madam/Sir,

Department of Higher Education, Government of Odisha, wish to invite sealed tenders from eligible and experienced agencies for empanelment to provide AI-Enabled Examination Security, Surveillance and Ancillary Support Services during Conduct of Multiple Examinations by the Department. The relevant **Tender Call Notice** has been finalized.

I would kindly request you to publish the notice on or before **01.06.2026** in the following newspapers:

Pan-India Edition of **Times of India & The Hindu**, Two leading Odia Dailies.

A copy of the **Tender Call Notice** is attached for your reference and publication.

Yours faithfully

Director, Higher Education

Memo No. 28349 /HE, Dt. 30.05.2026

Copy forwarded to the P.S to Commissioner-cum-Secretary, Higher Education Department for kind information of Commissioner-cum-Secretary.

Director, Higher Education

Memo No. 28350 /HE, Dt. 30.05.2026

Copy forwarded to IT section, Higher Education Department with a request to publish this notice and tender details in the website of the Higher Education Department on or before **01.06.2026**.

Director, Higher Education

GOVERNMENT OF ODISHA
DEPARTMENT OF HIGHER EDUCATION

TENDER CALL NOTICE

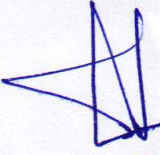
HE-MC-MISC-0037-2025 / 28348 / Dt. 30.05.2026

(For AI-Enabled Examination Security, Surveillance and Ancillary Support Services during Conduct of Multiple Examinations)

Sealed tenders are invited from eligible and experienced agencies for AI-Enabled Examination Security, Surveillance and Ancillary Support Services during Conduct of Multiple Examinations by the Department of Higher Education, Government of Odisha. The last date and time for submission of the quotation is on or before **25.06.2026**.

For More details, Please visit our official website <https://dhe.odisha.gov.in>

NOTE: The Department reserves the right to accept or reject any or all bids without assigning any reason.


30/5/26

Director, Higher Education

Tender for Empanelment of experienced agency for AI-Enabled Examination Security,
Surveillance and Ancillary Support Services during Conduct of Multiple Examinations by
Department of Higher Education, Government of Odisha, (HED)

Department of Higher Education, Government of Odisha, (HED)

Higher Education Department, Odisha Secretariat,
Block-C, Bhubaneswar - 751001,
Odisha, India

Website: <https://dhe.odisha.gov.in>

Tender call Notice No. HE-MC-MISC-0037/2025/ 28348/30.05.26

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1. DISCLAIMER

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

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

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

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

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

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

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

2. About Department of Higher Education, Odisha (HED)

The Department of Higher Education, Government of Odisha, established by the State Government with its headquarters at Bhubaneswar under the Orissa Education Act, 1969 and Rules of 1974, is entrusted with recruitment of qualified personnel for educational institutions of the State. Initially responsible for recruitment in aided Colleges, High Schools and M.E. Schools, the Board now primarily undertakes recruitment of Lecturers in Non-Govt. Aided Colleges, non-teaching staff of State Universities and also Librarians, Laboratory Attendant-cum-Store Keepers and Physical Education Teachers in Government Colleges.

With its vision to maintain the educational standard of Non-Government Aided Colleges and to ensure quality human resource for Universities and Government Colleges, the

HED follows an effective, transparent and technologically advanced process of recruitment. Its mission is to adopt a comprehensive, foolproof procedure for recruitment of teaching and non-teaching personnel on a regular basis to maintain a uniform and healthy educational atmosphere, strengthen University administration and supplement the staff position of Government Colleges.

3. Objective and Overview

The Department of Higher Education (herein after may referred as “Department” or “HED”) is committed to ensuring a secure, transparent, and efficient examination process. To strengthen examination integrity and eliminate the possibility of malpractices, the HED intends to deploy advanced technological and operational solutions to monitor and manage various activities of candidates during examinations conducted throughout the State.

Accordingly, HED invites bids through this Request for Proposal (RFP) from qualified, reputed, and experienced agencies for providing AI-Enabled Examination Security, Surveillance and Ancillary Support Services during Multiple Examinations conducted by the department. The RFP shall be submitted online through the Odisha Government website dhe.odisha.gov.in

The objective of this engagement is to empanel a competent agency capable of implementing the required solutions as part of this RFP for secure, transparent, and smooth conduct of examinations across the State in accordance with the Department’s directions.

Bids are invited from experienced agencies to provide the following services (indicative and subject to change based on examination requirements):

- A. Impersonation Control through Biometric Authentication
- B. AI Based CCTV Surveillance Service
- C. Frisking Of Candidates Through HHMD
- D. SIP Enabled Phones at Exam Centers
- E. Tamper Evident Logistical Solution
- F. Central Dashboard for KPI Tracking

4. Important Schedule and Bidding Details

5.

4.1 Bidding Data Sheet

Tender Call Notice Number	HE-MC-MISC-0037/2025/28348/30.05.2026
RFP Name	Empanelment of experienced agency to provide AI-Enabled Examination Security, Surveillance and Ancillary Support Services during Conduct of Multiple Examinations by Department of Higher Education, Government of Odisha, Odisha (HED)
Mode of Tender	Offline (Sealed Cover Basis)
Name of the Tender Inviting Authority	Director, Department of Higher Education, Government of Odisha
Availability of RFP	01.06.2026 from 11:00 AM onwards on the website dhe.odisha.gov.in
Bid Processing Fee(non-refundable) & Earnest Money Deposit (EMD)	1. Amount of Rs 10,000/- (ten thousand only) 2. Earnest Money Deposit of Rs 5,00,000/- (Rupees five lakh Only) payable through Demand Draft only in favour of The Drawing and Disbursing Officer, Higher Education Department . It should reach to the Director, Department of Higher Education, Government of Odisha on or before the bid due date by registered/speed post. EMD shall be valid 30 days beyond the bid validity period.
Date and time of RFP issuance	01.06.26 at 11:00 AM
Last date for Pre-bid queries	10.06.2026 up to 5:00 PM
Pre-Bid Meeting (Place, time, and date of the Pre-Bid Meeting)	12.06.2026 at 11.00 AM Conference Hall, Department of Higher Education(Campus-II), Bhubaneswar
Bid Submission Start Date	01.06.2026 at 11:00 AM
Last Date for Bid Submission	24.06.2026 up to 5:00 PM
Date and Time for Opening of Technical Bids	25.06.2026 at 11:30 AM
Date & Time of opening of Financial Bids	To be intimated later to technically qualified bidders
Selection Method	QCBS Evaluation Method
Period Of Contract	The duration of the assignment will be 3 years extendable for an additional period of up to two years (i.e., 3+2 years)
Bid Validity	The Bid validity period shall be 180 days from the date of opening of bid.

N.B.: Higher Education Department, Government of Odisha reserves the right to cancel the bid at any time or amend/ withdraw any of the terms and conditions contained in the RFP without

assigning any reason thereof.

4.2 Earnest Money Deposit (EMD) / Bid Security

a) The Bidder shall submit, along with their Bids, EMD of **INR 5,00,000/-** (Rupees Five Lakh Only) through Demand Draft mode in favor of **The Drawing and Disbursing Officer, Higher Education Department**, payable at Bhubaneswar. It should reach through registered or speed post to DHE on or before 23.03.2026.

b) EMD of all unsuccessful Bidders would be refunded by the Purchaser within 30 days of the Bidder being notified as being unsuccessful. The EMD of successful bidder would be returned upon the submission of the Performance Bank Guarantee.

c) The EMD amount is interest free and will be refundable to the unsuccessful Bidders without any accrued interest on it.

d) The bid submitted without EMD shall be summarily rejected.

e) The EMD may be forfeited in the event of:

i. A Bidder withdrawing its bid during the period of bid validity.

ii. A successful Bidder fails to sign the subsequent contract in accordance with this RFP

iii. The Bidder being found to have indulged in any suppression of facts, furnishing of fraudulent statement, misconduct, or other dishonest or other ethically improper activity, in relation to this RFP.

4.3 Technical Bid

The Technical Bid shall comprise all documents required under Clause 9 (Pre-Qualification / Eligibility Criteria) and Clause 10 (Technical Qualification Criteria) duly signed by the authorized signatory of the bidder and submitted at DHE, Odisha as part of the technical bid.

The Bidder must submit their response strictly as per the formats/Annexures provided in this RFP. Bids not conforming to the prescribed formats or missing mandatory documents shall be summarily rejected.

The following **checklist** outlines the mandatory documents to be submitted:

1. Proof of Tender Fee and Earnest Money Deposit (EMD)
2. Copy of Power of Attorney/ Board Resolution in the name of the Authorized signatory
3. Particulars of Bidder (as per the format prescribed in the tender document)
4. Certificate of Incorporation.
5. Goods and Services Tax (GST) Registration certificate.
6. Permanent Account Number (PAN) card.
7. Valid Compliance Documents as per Clause 9 (Pre-Qualification/Eligibility Criteria)
8. Documentary Evidence as per Clause 10 (Technical Qualification Criteria)
9. Annexure-I: Letter of Undertaking (as per the tender format on bidder's letterhead).
10. Annexure-II: As per the instructions in the Format
11. Annexure-III (Declaration/Undertaking on Non-Judicial Stamp Paper of INR 100 as per specified format)

12. Annexure-IV: Financial Information (As per the prescribed format and instructions)
13. Annexure-V: Bid Acceptance Letter (As per the tender format on bidder's letterhead)
14. Annexure-VI: Declaration / Undertaking (As per the tender format on bidder's letterhead)

All documents submitted should be signed by the authorized signatory of the bidder organization along with the designation. It must reach to Department of Higher Education on or before due date.

4.4 Financial Bid

The commercials of the bid should NOT be indicated in the Technical Proposal. The failure to comply shall lead to rejection of bids.

The bidder will submit its rates in BOQ as prescribed in Annexure-IX. Rates should be quoted excluding GST. Disclosing of quoted rates in any manner in the technical bid will result in summary rejection of the bid. Quoting the rates apart from the prescribed format in the bid shall lead to disqualification of the bidder organization's participation.

5. Contract Period

The contract shall be valid for a period of three years, extendable for an additional period of up to two years (i.e., 3+2 years) from the date of award of work. The extension of the contract shall be based on the overall performance of the Service Provider and mutual consent of both parties. The terms and conditions for such extension shall remain the same unless otherwise revised and mutually agreed upon in writing.

6. Clarification of Bidding Document

a) HED shall conduct a Pre-Bid Meeting with the prospective bidders in accordance with the timelines specified in the Bidding Data Sheet. Interested bidders are required to submit their queries or clarifications, if any, strictly within the date and time stipulated in the Bidding Data Sheet. Queries received after the prescribed date and time shall not be entertained under any circumstances.

b) All queries shall be submitted only through email to dheodisha@gmail.com in the following format.

BIDDER'S REQUEST FOR CLARIFICATION			
<<Name of Organization submitting query / request for clarification>>			
<<Full formal address of the Organization including contact details and email points of contact>>			
S. No	RFP Reference (Section No. / Page No.)	Content of RFP requiring clarification	Points of clarification required

c) Response to the queries and clarification shall be uploaded by the HED on the website <https://dhe.odisha.gov.in/>

d) At any time prior to the last date of receipt of the bids, HED may, for any reason, whether at its own initiative or in response to a clarification raised by a prospective bidder, modify the Bidding Document through a 'corrigendum'.

e) Any such corrigendum shall become part of this RFP.

f) In order to provide prospective bidder reasonable time for taking the corrigendum into account while preparing the proposal, HED may, at its discretion, extend the last date for the submission of the Bid.

7. Detailed Scope of Work

To strengthen recruitment process and eliminate the possibility of malpractices, the HED has decided to incorporate the use of advanced technology in the examination process.

A. IMPERSONATION CONTROL THROUGH BIOMETRIC AUTHENTICATION (Category-A)

The bidder shall deploy **STQC-approved handheld biometric devices with real-time authentication, end-to-end encrypted data handling, and a centralized DC–DR architecture located within India**, ensuring data security, system resilience, and uninterrupted examination operations.”

i. Examination date and list of examination centres will be provided to the successful Bidder by the HED at least 2 weeks before the date of commencement of examination.

ii. HED will provide centre-wise data (Roll numbers, Photos, Name, Exam date/shift etc.) of all registered candidates to the Bidder. The Bidder shall utilize this data to enable **Aadhaar-based authentication** along with biometric verification mechanisms including IRIS/ Finger-print/ Palm recognition, and Face recognition devices. The Bidder shall carry out biometric data capture and Aadhaar-enabled authentication (where applicable and compliant with UIDAI guidelines) and ensure seamless candidate verification at all subsequent stages of the examination process.

iii. Bidder will have to install QR code scanner integrated hand-held device of Touchless IRIS /Palm/ Fingerprint scanner & Face recognition, along with manpower at each & every Examination centre at the time of examination.

iv. Solution should have provision of real-time attendance monitoring system through secured web server.

v. Bidder has to maintain the entire database and application server at two different seismic zones within India, making one site as DC (Data centre) and other site as DR (Disaster recovery).

vi. **The Admit Card shall be designed to support a digitally verifiable examination process, incorporating a QR Code/Bar Code containing the candidate’s Roll Number and other essential details.** QR code / Bar code containing roll number on the Admit card of the candidate should be scanned to auto-fetch the candidate details from Application Database (provided by HED) and incase, QR/Bar code is missing on admit card, then manual entry of roll number with candidate information has to be made. Thereafter, **as part of the digital verification process, biometric authentication including** Fingerprint/Palm/IRIS capture and Face Recognition shall be carried out using hand-held devices at the security gate prior to the commencement of the examination.

vii. All activities should be completed before conclusion of examination.

viii. The scanning of the fingers shall be done in the following sequence if the thumb print scanning cannot be done: Index finger, middle finger, ring finger, little finger.

ix. Bidder should deploy de-duplication algorithm across the database to avoid the duplicity of enrollment records.

x. Bidder should deploy IRIS/Palm scanners having functionality of On-Device encryption of data.

xi. The facial recognition should be performed in a completely stateless transaction of two images (one image provided during the online registration and the other capture on the day of the exam).

xii. CPU configuration for running facial recognition: SkyLake generation or later.

xiii. Image requirements for facial recognition

a. GIF, PNG, JPEG, TIFF RGB24 bpp

b. Face size: at least 60 pixels between eyes and a sharp image.

xiv. Palm scanner should comply with the requirements mentioned in Annexure-II and should provide the MAF from respective OEM on its Letter Head.

xv. The Bidder has to perform physical verification of Candidate photo with application database (provided by HED) at the time of security gate entry.

xvi. Biometric activity shall not be stopped on any ground and data capturing /identification work must be completed during the stipulated time period of the examination.

xvii. After the completion of activity as per scope, the Bidder will hand-over the entire captured data in HDD in a sealed manner with super scribing Exam Name along with report and forwarding letter duly signed by the Bidder to the HED, on the day of examination.

xviii. The Bidder shall not be allowed to take away any data either in hard copy or soft copy and the work is to be carried out in the designated exam centres.

xix. The Bidder must verify identity of the candidates from the captured data taken during the examination at the time of verification process as scheduled by HED.

xx. The Bidder will depute atleast One Hand-held Fingerprint scanner / Palm scanner/ Touchless IRIS / Face recognition device per manpower on every 100 candidates during different Examination stages as & when scheduled by HED. Additional Hand-held devices should be made available as per normal practice in case of emergency.

xxi. The Bidder will have to ensure that the all the devices must be functional and has captured Fingerprint/Palm/ IRIS & Photographs of each and every candidate who have appeared in the examination at each centre.

xxii. If the examination is conducted in two or more shifts in a day at a centre, the activity should be performed separately in all the shifts during the duration of examination.

xxiii. After completion of work, the Bidder has to submit self-attested centre-wise work completion certificate to the HED.

xxiv. Solution should not be Laptop/PC based. It should be Hand-held device integrated with STQC approved Hand-held touchless scanner only. Weight of the machine should not be more than 1 kg.

B. AI BASED CCTV SURVEILLANCE SERVICE (Category-B)

HED is keen to implement recording and /or CCTV surveillance services to monitor various activities of the candidates and other persons deployed to conduct examinations at the sub-centres spread all over the State. Examination date and list of examination centres will be provided to the successful Bidder by the HED, at least 2 weeks before the date of commencement of examination.

i. Installation of CCTV Minimum 1080p Color cameras should be made at least one day in advance from the scheduled date of examination and/or in such a way that the CCTV are required to be functional for one hour before the scheduled time of commencement of the examination and 0.5 hour after the completion of the examination.

ii. To organize and provide required manpower to install the CCTV devices at the Centers.

iii. To control the redundancy, bidder has to maintain the entire database and application server at two different seismic zones within India, making one site as DC (Data centre-Cloud based) and other site as DR (Disaster recovery- Cloud based).

iv. CCTV feed data should travel through secured VPN Tunnel and one copy should be maintained at Cloud based storage.

v. In case of Live CCTV surveillance, Cameras should be connected to Internet and Control room need to be setup at HED Headquarter. Bidder has to ensure that atleast 90% live camera feed is made available at HQ control room at all times during the entire duration of examination.

vi. For multiple streaming/viewing of live CCTV Feed in HQ control room, the LED screens set up by the bidder should be able to identify state, city, exam centre and exam room.

vii. Bidder has to make available 10x12 feet video wall at HQ Control room with adequate manpower and laptops.

viii. During the period of examination, CCTV facility shall not be interrupted due to any technical fault, etc., and the Bidder shall take due care of functioning of CCTV with adequate backup of CCTV during the conduct of examination and as per the time period mentioned in the Work Order of respective assignments.

ix. The Bidder is required to submit complete recording of the entire examination duration within 20 days of successful completion of the examination.

x. Power arrangement would come under the scope the HED. In addition to this, Bidder has to arrange 15 minutes backup at each exam centre for their CCTV infrastructure.

xi. The hardware required for the job shall be procured and maintained by the Bidder and Training/ sensitization of staff deployed at the examination Centres shall be imparted by the Bidder.

xii. The liability of the HED will only be limited up to payment of the rental/Lease value of the cameras/ hardware provided and which includes connected service of the job.

xiii. Computer/ Laptop and manpower will be provided by Bidder in HQ Control Room.

xiv. Internet and other arrangements on every Exam center would be in the scope of Bidder.

xv. Bidder should have adequate number of Color CCTV cameras available (as backup) in case of emergency.

xvi. Installation and commissioning of CCTV at every Examination center at the time of examination or the venue of interviews or physical Test conducted by HED, as per requirement on turnkey basis for close observation of activities of the candidates.

xvii. Bidder has to install CCTV camera as directed by HED at the time of giving AOC.

xviii. In case, Artificial Intelligence Based CCTV Video Analytics Services are required by the HED during Live CCTV Surveillance. Bidders are required to provide below listed features:

• Generation of Alerts if any movement is detected at Entry/Exit Gates during Examination

• Generation of alerts if the furniture inside the classrooms is not properly arranged.

• Generation of alerts if the cameras are offline or are tempered by Masking or Black Screen

• Generation of alerts if there is any movement in classrooms 1hour before or after the exam.

• Generation of alerts if Invigilator is not moving even after the specified time/ Inactivity is detected in Invigilator's movement.

• Generation of alerts if there are more than allowed number of people in Question Paper Room during the defined hours.

• Generation of Alerts in case of detection of Crowd/ Fight/ Conflict inside the Classroom

• Generation of Alerts if a Mobile Phone is detected inside the classroom.

• Generation of Alerts if a student is frequently leaving the seat and detection of the patterns such as looking around, passing objects or other suspicious activities.

xix. The platform should actively monitor CCTV camera feeds through integrated

command control centre (ICCC) setup.

C. FRISKING OF CANDIDATES THROUGH HHMD (Category-C)

- i. To Frisk the Candidates/ staff at the entry point of the examination center by employing trained manpower for male and female candidate along with HHMD by having separate enclosure for women candidates from the start of entry of staff to end of examination.
- ii. No person to be allowed entry without identifications including candidates, staff or flying Squad' inspection.
- iii. The Bidder should have adequate infrastructure for providing services for metal detector and manpower to make available at all the Examination venues.
- iv. The Bidder shall be responsible to take all clearances, certificates, licenses and should comply with all statutory obligations required for undertaking/providing services.
- v. Bidder shall maintain strict secrecy and confidentiality and will not divulge any information relating to assignment or examination to any third party, person, individual or boy corporate.
- vi. The Bidder shall be informed atleast 2 weeks in advance about exam centre venues by the concerned authorities of HED.
- vii. The Bidder is advised to visit all the centers well in advance of the examination date to get acquainted with the available facilities at the center.
- viii. The Bidder will check all admit cards and then only allow entry to candidates.
- ix. Separate frisking for female candidates. Only female staff will frisk the female candidates in enclosures.
- x. The Metal Detector provided for Frisking should be able to detect any prohibited metallic ornaments/electronic devices at examination centers on the day of examination except (pen & admit card).
- xi. At every center, minimum, one frisking enclosure, 1 female & 1 male staff with metal detector has to be deployed.

Male Frisking Personnel	One per 100 Male Candidates (Minimum 1 per Centre)
Female Frisking Personnel	One per 100 Female Candidates (Minimum 1 per Centre)

- xii. Installation of HHMD, Frisking Enclosure at each & every Examination center at the time of examination conducted by HED.
- xiii. The Bidder has to submit work completion certificate along with the center details to HED.

D. SIP ENABLED PHONES AT EXAM CENTERS (Category-D)

- i. Installation of one SIP enabled Phone should be done at least one day in advance from the scheduled date of examination and/or in such a way that SIP enabled Phone is functional for one hour before the scheduled time of commencement of the examination and 0.5 hour after the completion of the examination.
- ii. To arrange required connectivity for SIP enabled Phone and to ensure that SIP enabled IP Phone is in working condition during the examination.
- iii. Power arrangement for SIP enabled Phone would come under the scope the HED.
- iv. Bidder has to ensure that all calls from exam center made through SIP enabled Phone are routed to designated SIP address at Control Room and vice versa.
- v. Bidder has to ensure that all calls are routed through SIP PBX over internet securely.
- vi. Establish a Control Centre at each Exam Centre with Public Announcements

(wherever required)

E. TAMPER EVIDENT LOGISTICAL SOLUTION (Category-E)

HED is keen to onboard the authorized service provider to install, commission and operationalize the Tamper Evident Logistical solution for the Question papers and OMR answer sheets. The bidder should provide a tamper evident logistical solution capable of continuous monitoring and event alarms. The solutions should have the following systems embedded within

- a) Mechanical lock
- b) Master to mechanically open any lock under authorized conditions.
- c) GPS capabilities for continuous tracking and the GPS tracking system shall operate under **restricted and role-based access control**, wherein access to live and historical tracking data shall be limited to authorized personnel only. The **access to the GPS tracker shall be explicitly defined and controlled by the Department (HED)**, including user roles, access levels, authentication protocols, and duration of access.
- d) Notifications for opening and closing
- e) Warning for untimely opening and closing
- f) Warning for deviation from the delivery schedule and delivery path
- g) Dashboard facilities for monitoring of the entire operations
- h) Provision to send alerts/ notification

F. CENTRAL DASHBOARD KPI FOR TRACKING

The Bidder must ensure that the dashboard captures, computes, and displays the following **KPIs**:

1. Security & Integrity KPIs

- Number of Tamper Alerts (real-time and cumulative)
- Number of Unauthorized Opening Incidents
- Number of Geo-fence Violations
- Lock/Seal Integrity Status (%)
- Mean Time to Detect (MTTD) security breach

2. Logistics & Tracking KPIs

- GPS Tracking Coverage (%) of consignments
- Number of Route Deviation Incidents
- On-time Delivery Rate (%)

3. Event Compliance KPIs

- Authorized Opening Compliance (%) (within permitted time window)
- Open/Close Event Logging Success Rate (%)
- Number of instances of Master Key Usage (with audit trail)

4. System & AI Performance KPIs

- System Uptime (%) (minimum 99.5% required)
- Device Connectivity Rate (%) (locks, GPS units, sensors)
- False Alert Rate (%) of AI system

➤ **Dashboard Display Requirements**

The dashboard shall be designed as a **single-page executive view** and must include:

- Overall Exam Security Status (Green/Amber/Red)
- Total Consignments, Active Alerts, and Critical Incidents
- Live GIS-based Map View showing movement of consignments
- Top 3 Critical Incidents with drill-down capability

➤ **Alert & Notification Requirements**

The system must: Trigger real-time alerts for:

- Unauthorized opening
 - Tamper detection
 - Route deviation
 - Geo-fence violation
-
- Send notifications via SMS, email, and dashboard alerts
 - Provide escalation matrix-based alerting

➤ **Performance Benchmarks (Service Levels)**

The Bidder shall meet the following minimum Service Levels:

- System uptime $\geq 99.5\%$
- Alert generation latency ≤ 10 seconds
- Data refresh frequency ≤ 30 seconds
- Incident detection to alert time \leq real-time (near-zero delay)

8. Instruction To Bidders

I. Floating of Bid documents

Bidders are requested to download bid documents related to “Tender for Empanelment of experienced agency for AI-Enabled Examination Security, Surveillance and Ancillary Support Services during Multiple Examinations conducted by Department of Higher Education, Government of Odisha, Odisha (HED)” through the website <https://dhe.odisha.gov.in/>. The bidders are advised to read the bid documents thoroughly and carefully before submitting the required documents as instructed in the Bid.

II. Procedure for Submission of Bid

Bidders shall send the bid through Speed post/Registered post and the same must reach Department of Higher Education on or before the closing date. Technical bid and financial bid should be submitted separately using a valid signature.

Technical bid containing the financial bid information shall be declared non- responsive and conditional bid shall be rejected. Physical submissions by persons of bid documents will not be accepted.

III. Validity of Bids

- Period of Validity of Bids: Bids shall remain valid for 180 days from the date of opening of bid. A bid valid for a period less than 180 days shall be summarily rejected.
- Extension of Period of Validity: In exceptional circumstances, HED may request the Bidder(s) for an extension of the period of validity of their Bids. The validity of EMD shall also be suitably extended.

IV. Refund of EMD

The EMD of the unsuccessful bidders (bidders who fail to qualify in the evaluation process) shall be returned within one month from the completion of the bid process. The EMD of the successful bidder shall be returned after contract between HED and successful bidder.

V. Forfeiture of EMD

The EMD shall be forfeited if the bidder withdraws or modifies/alters the bid after opening of the bids and during the validity period or if the bidder tries to influence the evaluation process. The EMD shall also be forfeited if the bidder quotes zero or unreasonable prices as compared to the industry prevailing prices.

VI. Other Terms & Conditions

- a. Consortium and Joint venture bid won't be allowed and, would be liable for rejection out rightly.
- b. Hypothetical and conditional Bids will not be entertained and will be rejected summarily.
- c. Subcontracting of entire work to any third-party agency shall not be allowed in any case. Partial subcontracting may be allowed with intimation to HED.
- d. HED reserves the exclusive right to accept or reject all or any of the Bids without assigning any reason.
- e. HED will issue separate work orders for each examination to be conducted. Work orders will be issued to the service provider according to the actual candidates registering for that particular examination and payment will be made as per the terms and conditions mentioned in the bid documents/contract.
- f. All disputes pertaining to the tender shall fall within the jurisdiction of Bhubaneswar only.
- g. Bidder has to bid for all the required services as per the Scope of work of this bid. Partial bid will be out rightly rejected.
- h. When a situation arises where a candidate is found to be impersonating someone else or engaging in malpractices during any of the services delivered by the bidder during the respective exam activities as part of their contract, it is imperative that the bidder's representative notifies the Centre In-charge & HED designated officer of this occurrence. Upon receiving this report, the Centre In-charge / HED official will be responsible to initiate the necessary procedures to address the issue appropriately. This includes investigating the incident thoroughly and taking the appropriate steps to ensure the integrity of the examination process including reporting to the law enforcement agencies.
- i. The Service Provider shall be entirely responsible for the safety, custody, insurance, and proper functioning of all equipment deployed at examination centres. The Department shall not be liable for any loss, theft, or damage of such equipment under any circumstances.

VII. Amendment to the Bid Document

a. At any time prior to the last date of submission of bids, HED reserve the right to update/amend/modify or supplement the RFP. All such amendments or modifications shall be notified on the website <https://dhe.odisha.gov.in/> which shall be binding on the bidders. Bidders are requested to frequently visit the website for updates.

b. In order to provide prospective Bidder reasonable time in which to take the amendment into account in preparing their bids, HED may, at its discretion, extend the last date for the submission of Bids.

c. The clarifications to the queries from all bidders shall be addressed on the website <https://dhe.odisha.gov.in/> only. Communication in this regard by any other means shall be summarily rejected.

VIII. Clarification

When deemed necessary, HED may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substance of the Bid submitted or value quoted.

IX. Language of Bids

The Bids submitted by the Bidder and all correspondence and documents relating to the bid exchanged between the Bidder and HED, shall be written in the English language. It is further being clarified that any document submitted by the bidder in support of the bid if in any other language other than English, then the said document has to be accompanied by an English translation, in which case, for purposes of interpretation of the bid, the English translation shall prevail.

X. Bidder Authorized Signatory

a. The individual signing the Bid or other documents in connection with the Bid must certify whether he/she signs as:

- Constituted Attorney of the company, or
- Duly Authorized Representative/Signatory of the company, in which case he/she shall submit a certificate of authority as Power of Attorney or Board Resolution on behalf of the company.

b. The Bidder shall sign its Bids with the exact name of the Company to whom the contract is to be issued. Each bid shall be signed by a duly authorized signatory executed under seal.

c. The Bidder shall clearly indicate their legal constitution and the person signing the Bids shall state his capacity and also source of his ability to bind the Bidder.

d. The power of attorney or Board resolution of the firm as proof of the ability of the signatory to bind the Bidder shall be annexed to the bid. HED may out rightly reject any bid not supported by adequate proof of the signatory's authority.

XI. Dispute Resolution & Jurisdiction

Any dispute, difference or claim arising out of or in connection with this Tender and/or the Agreement, including its interpretation, performance or termination, shall, as far as possible, be resolved amicably through mutual consultation between the Parties.

If the dispute is not resolved amicably within **thirty (30) days** from the date of written notice by either Party, the same shall be referred to **sole arbitration** in accordance with the provisions of the **Arbitration and Conciliation Act, 1996**, as amended from time to time.

The sole Arbitrator shall be appointed by the Secretary, Department of Higher Education, Government of Odisha. The **seat and venue of arbitration shall be Bhubaneswar, Odisha**, and the arbitration proceedings shall be conducted in the English language. Subject to arbitration, the **courts at Bhubaneswar, Odisha shall have exclusive jurisdiction**.

XII. Tender Evaluation and Selection Process (QCBS)

Considering the **highly sensitive nature of examination security**, use of **advanced technology, data protection requirements, and large-scale statewide deployment**, selection based purely on L1 is not appropriate. Accordingly, **Quality and Cost Based Selection (QCBS)** method has been adopted in accordance with Rule 107 of OGFR, to ensure technical robustness, reliability, and integrity of examination processes with a weightage of 70% for Technical Score and 30% for Financial Score, as outlined below.

Stage 1: Pre-Qualification Evaluation

- a) In this stage, all the supporting documents/documentary evidence submitted by bidder in the technical bid, as specified in clause 4.3 (Technical Bid) and clause 9 (Pre- Qualification / Eligibility Criteria) will be evaluated by the Tender Evaluation Committee constituted by Department.
- b) Bidders failing to meet any of the pre-qualification criteria shall be disqualified and will not proceed to subsequent stages of evaluation.
- c) Only those bidders who meet all pre-qualification requirements shall be considered eligible for the next stage, i.e., the Technical Evaluation.

Stage 2: Technical Evaluation

- a) Bidders who pass the pre-qualification stage will undergo a technical evaluation based on the parameters and scoring model defined in Clause 10 (Technical Qualification Criteria).
- b) Each technically eligible bidder shall be assigned a Technical Score (Tn) out of 100 marks, in accordance with the evaluation criteria prescribed in Clause 10.
- c) A bidder must obtain a **minimum Technical Score of 70** marks to qualify for the next stage, i.e., Financial Evaluation.
- d) Bids that do not achieve the minimum qualifying Technical Score shall be summarily rejected and will not be considered further.

Stage 3: Financial Evaluation

- a) In the third stage, the Financial Evaluation shall be undertaken for only those bidders who have qualified in the Technical Evaluation with a score of 70 marks or more.
- b) Bids quoting NIL charges or consideration will be deemed unresponsive and will not be considered for evaluation.
- c) The Technically qualified bidder quoting the lowest evaluated price (Fs), computed as

per the formula given in Annexure IX Financial Bid, shall be assigned a 100 % Financial Score.

d) The Financial Scores of other bidders shall be normalized as:

$$F_n = \frac{\text{Financial Quote of L1}}{\text{Financial Quote of Bidder}} \times 100 \% \text{ (Adjusted at two decimal places)}$$

where:

- F_n = Normalized Financial Score of the bidder
- *Financial Quote of L1* = Fs of L1 bidder calculated as per Annexure IX
- *Financial Quote of Bidder* = Fs of L1 bidder calculated as per Annexure IX

e) Arithmetical errors will be rectified on the following basis: “If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail.

f) The Composite Score (B_n) for each technically qualified bidder as per the QCBS ratio (70:30), will be calculated as:

$$B_n = (T_n \times 0.70) + (F_n \times 0.30)$$

Where:

- B_n = Composite score of Bidder
- T_n = Technical score of the Bidder (out of maximum of 100 marks)
- F_n = Normalized Financial Score

g) The bidder securing the highest Composite Score (B_n) shall be declared the Most Responsive Bidder and will be awarded the contract.

h) In the event the composite bid scores are ‘tied’, the Bidder securing the highest technical score will be adjudicated as the Best Value Bidder for award of the Project

i) Proposal Opening: - The submitted proposals will be opened by members of the Bid Evaluation Committee(s), in the presence of the Bidder’s representatives who may be present at the time of opening. The representatives of the Bidders are advised to carry an identity card or a letter of authority from the Bidding entity to identify their bonafides for attending the opening of the Proposal.

j) The Tender Evaluation Committee may call the service provider for presentation or clarification to assess the understanding of the bidder regarding the scope and magnitude of the work. However, whether to call the bidder for further discussion or not is at the sole discretion of the Technical Evaluation Committee constituted for the purpose.

k) It would be in the discretion of Department (for ensuring that bidder can actually do the work as so given as clause 7 of the bid document i.e., detailed SOW) to hold a mock test/pilot test for a particular exam as per the instructions of Department and as per the scope of the work mentioned in this RFP.

l) If the department hold mock test as mentioned herein and above then the result of mock test would be a part of Technical Evaluation of the bidders. No payment shall be made by the Department. for such Mock/Pilot Test.

m) Any conditional bid would be rejected.

XIII. Award of contract

After complete evaluation, Contract will be awarded by HED to the most responsive

Bidder whose Bid passes the evaluation process and whose proposal meets the requirements of this RFP.

XIV. Contract Signing

After submission of PBG in physical form at HED. Successful Bidder has to sign a separate Contract as per Annexure- VII of this RFP within a period of 21 days from the date of LoI.

XV. Performance Bank Guarantee (PBG)

a. The Service Provider has to submit 3% of bid value, Performance Bank Guarantee for the due and faithful performance of its obligations during the agreement period valid till 60 days after the date of completion of agreement.

b. The Performance Guarantee shall be released by the HED to the Service Provider, immediately after satisfactory completion of the agreement, with no offense/legal case pending or declaration of result whichever is later.

c. On receipt of a letter of intent from the Purchaser, the successful Bidders shall give an acceptance to undertake an assignment within 10 days of receipt of LOI. Bidder shall furnish a bank guarantee, within 21 days from acceptance of contract. That is within 21 days from acceptance to LOI, the performance security (bank guarantee) has to be furnished AND contract to be signed.

d. In case the successful Bidder fails to submit Performance Guarantee within the time stipulated, the Purchaser may at its sole discretion cancel the letter of intent without giving any notice and encash the EMD furnished by the Bidder, in addition to any other right available to it under this RFP.

e. The Performance Guarantee furnished by the successful Bidder shall be in the manner prescribed in Annexure VI. The successful Bidder shall ensure, the Performance Guarantee is valid at all times during the Term of the subsequent contract (including any renewal).

f. The Purchaser may invoke the Performance Guarantee in the event of a material breach by the successful Bidder leading to termination for material breach. After the completion of all contractual obligations, security deposit will be returned to the successful bidder within 30 days.

XVI. Contract Term

a) The contract shall be valid for a period of three years, extendable for an additional period of up to two years (i.e., 3+2 years) from the date of award of work. The extension of the contract shall be based on the overall performance of the Service Provider and mutual consent of both parties. All terms and conditions of the original contract shall continue to remain in force during the extended period unless otherwise revised and mutually agreed upon in writing.

b) During the validity of the contract, department shall issue separate Work Orders for each examination, specifying the nature and scope of services required, timelines, and other relevant details.

c) For each Work Order, department shall clearly indicate the specific AI-Enabled Examination Security, Surveillance and Ancillary Support Services (one or more) to be provided by the selected bidder for that examination.

d) The Service Provider shall ensure flawless and uninterrupted execution of services as per the directions and requirements communicated under each Work Order.

XVII. Delivery Schedule

HED shall intimate the service provider to provide particular AI-Enabled Examination Security, Surveillance and Ancillary Support Services during Conduct of Multiple Examinations (one or more than one) separately with necessary details. The Service provider will have to mandatorily comply with all the instructions given by HED from time to time with regard to AI-Enabled Examination Security, Surveillance and Ancillary Support Services being provided in the conduction of examinations. While working under such given instructions the service provider shall be expected to conduct entire process flawlessly.

XVIII. Payment Terms

- a. No advance payment shall be made under any circumstances to the successful bidder.
- b. The rates quoted by the bidder shall be inclusive of all incidental costs, such as transportation, handling, and installation, but exclusive of GST.
- c. No additional costs shall be payable by the Department on any other account.
- d. Payment shall be made within 30 days of receipt of work completion certificate, along with Invoice complete in all respects.
- e. The number of Candidates for each category of services will be applicable as per Admit card generated/issued for each examination.
- f. **For Categories A, B, C and D**, the payable amount shall be calculated on the basis of the number of candidates (as per Admit Cards) multiplied by the agreed rate of per-candidate per-shift.
- g. **For Category E (Tamer Evident Logistical solution)**, the payable amount shall be based on the number of GPS Locks provided at the examination centres per exam, multiplied by the agreed rate of per lock per exam day.
- h. For Category A (Impersonation Control), the minimum applicable candidate count for billing shall be 100 candidates.
- i. The competent authority of department shall do a performance monitoring for each examination conducted by department. The payment shall be processed after the competent authority satisfactory report. If not satisfied penalty will be imposed by department.
- j. The payment shall be made only in legal tender, at the rates mutually agreed upon by both parties, based on the prices quoted in the Financial Bid.
- k. All payments shall be released subject to statutory deductions under applicable laws, including but not limited to deduction of Income Tax (TDS) and any penalties imposed under this contract. GST shall be reimbursed at the applicable rate as part of the invoice, subject to the bidder being duly registered and compliant under GST law.
- l. Exam-wise Work Orders and performance certification mandatory

XIX. Penalty Term

- a) In case of CCTV Camera(s) not being deployed by bidder at required examination centres (fully or partial), Bidder would be penalized by Department authorities as per below:
 - amount of leftover cameras at the affected examination centre would not be paid
 - 100% amount would be penalized as of undeployed cameras at the affected examination centre (number of leftover CCTV cameras (1 camera for 24 Candidates) * Per Candidate Per Shift rate).
 - *Camera deployment count at every examination centre will calculated as one camera per 24 candidates*
- b) In case of any failure of Camera to provide Live CCTV Feed (5% exempted per particular exam), intentionally or unintentionally, during Live CCTV Surveillance stage at the time

of examination, Bidder would be penalized by Department as per below:

- No payment shall be made for the failed cameras, calculated on the basis of 1 camera = 24 candidates.

- 100% amount would be penalized for those cameras (24 candidates per camera × per-candidate per-shift rate).

c) In case of any candidate being leftover, during Biometric capturing or authentication stage at the time of Examination, Bidder would be penalized by Department as per below

- amount of leftover candidates would not be paid

- 100% amount would be penalized as of leftover (number of candidates* Per Candidate Per Shift rate)

d) In case of bidder's staff not being present at Exam venue for Frisking stage at the time of Examination, Bidder would be penalized by Department as per below

- amount of leftover candidates would not be paid

- 100% amount would be penalized as of leftover (number of candidates* Per Candidate Per Shift rate)

e) In case of SIP enabled Phone not being supplied by bidder at required sites, Bidder would be penalized by Department authorities as per below:

- amount of leftover Exam centre would not be paid

- 100% amount would be penalized as of SIP enabled Phone for that specific Exam centre (Number of Candidate in that Exam Centre x Per Candidate Per Shift rate).

f) In case of GPS Lock(s) not being supplied by bidder at required sites, Bidder would be penalized by Department authorities as per below:

- amount of leftover Exam centre would not be paid

- 100% amount would be penalized as of estimated no. of GPS locks for that specific Exam centre (number of estimated Locks*per Lock Per Exam rate)

g) Maximum penalty will be capped at 5% of the Work Order Value for that specific exam.

h) The conduct and behavior of the deployed personnel at the examination venue is the sole responsibility of the service provider. If the competent authority finds the service provider /deployed personnel prima facie guilty of any discipline/foul practice penalty may be imposed, as decided by the department and fiscal penalty shall be borne by service provider.

XX. Proprietary Data, Confidentiality & Data Ownership

a. All documents, records, reports, data, information and material, whether in physical or electronic form and other information provided by HED or submitted by the service provider to HED shall remain or become the property of HED.. All information collected, analyzed, designed, developed, processed or in whatever manner provided by the service provider to HED in relation to this project shall be exclusively the property of HED.

b. Service provider and the Consultant, as the case may be, are to treat all information as strictly confidential and shall not, without prior written permission of HED, disclose, use, reproduce or communicate the same, in whole or in part, to any third party, except for the purposes of performance of the Contract.

c. The Service Provider shall ensure compliance with applicable laws, including the **Information Technology Act, 2000**, rules made thereunder, and the **Digital Personal Data Protection Act, 2023**, in respect of handling, processing and storage of data.

d. The Correspondence both Physical and Electronic shall be in the name of Director, HED.

e. Dedicated official Mail ID mentioned in bid shall alone be used for all correspondence associated with the engagement or **as communicated by HED from time to time**.

f. The Bidder shall not promote their Company in these correspondences and shall not

disclose their identity in any manner.

g. The Service Provider shall not use the name, logo, emblem or identity of HED or the Government of Odisha, nor make any public statement, publicity or promotional material relating to this Contract, **without prior written approval of HED.**

h. Upon expiry or termination of the Contract, or upon engagement of a new service provider, the Service Provider shall **promptly hand over all data, records, reports, databases, credentials and related materials** to HED, in the manner and format as directed by HED, and shall certify in writing that no copy of such data has been retained.

XXI. Conflict of Interest

A Bidder shall not have a conflict of interest that may affect the Selection Process or the Solution delivery (the "Conflict of Interest") means bidder had an unfair advantage, including but not limited to (i). Having, or having had access to, confidential information in the preparation of its submission during the RFP process that was not available to other proponents. (ii). Communication with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process), or (iii). Engaging in conduct that compromises, or could be seen to compromise, the integrity of the RFP process.

XXII. Exit Management Purpose

This clause sets out the provisions, which will apply during Exit Management period. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Clause. The exit management period starts, in case of expiry of contract, at least 60 days prior to the date when the contract comes to an end or in case of termination of contract, on the date when the notice of termination is sent to the Agency. The exit management period ends on the date agreed upon by the Parties herein or two months after the beginning of the exit management period, whichever is earlier.

XXIII. Termination of Contract:

a. HED may terminate this contract by giving 60 (sixty) days' advance written notice to the Agency on the ground of breach of any material terms and conditions of the Tender/Agreement. Notwithstanding anything written herein, the HED shall provide an advance 30 (thirty) working days' cure period to the Agency to materially cure the deficiency/breach, failing which HED shall be entitled to terminate the Agreement, without any further notice.

b. This Agreement may be terminated by the Agency at will, by giving an advance notice of 60 (Sixty) days in writing to HED, without assigning any reason whatsoever.

c. Even after completion of the Contract period if any court cases arise or are prevalent, the Agency shall provide reasonable assistance and the information required by the HED (including that about subject matter experts) for presenting it in the court of law and representative of the Agency shall appear in person before Hon'ble Court whenever desired by the court. Notwithstanding anything written herein, the primary responsibility to comply and adhere any notice(s)/complaint(s)/summon(s)/litigation(s) whether civil or criminal or statutory etc., with regard to violation of the Digital Personal Data Protection Act, 2023 and Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011 shall be of HED, and the Agency shall only be responsible for giving advisory help to the

HED in this regard.

XXIV. Implementation Phases and Priority

The implementation of AI Based Examination monitoring system will be carried out in a phased manner based on priority and criticality.

a. Full Scale

Large scale examinations requiring stringent monitoring, maximum security and full capability development. This is full scoped and all aspect of “Key Goal and AI Implementation” to be included.

b. Moderate Scale

For this phase the key focus will be enabling Frisking, Authentication, and CCTV monitoring. AI suite mostly focused on:

- Cheating behaviour detection
- Entry/ Exit movement detection
- Generation of alerts if a mobile phone is detected inside the classroom.
- Generation of alerts if the cameras are offline or are tampered with masking or black screen.
- Generation of alerts if the invigilator is not moving even after the specified time/ Inactivity is detected in invigilators movement.

c. Low Scale

For this scale the key focus will be enabling Frisking and CCTV monitoring. AI suite mostly focused on:

- Cheating behaviour detection
- Entry/ Exit movement detection
- Generation of alerts if a mobile phone is detected inside the classroom.
- Generation of alerts if the cameras are offline or are tampered with masking or black screen.
- Generation of alerts if the invigilator is not moving even after the specified time/ Inactivity is detected in invigilators movement.

N.B.:- The above implementation services may be taken in full or part as and when required by the department.

9. Pre-Qualification / Eligibility Criteria

Following will be the minimum qualification/eligibility criteria. Each eligible bidder must meet all the specified criteria below. All documents submitted as part of the technical bid must be duly signed by the authorized signatory and bear the company seal. Bids that do not meet the minimum qualification criteria will be rejected and shall not be considered for further evaluation.

S. No.	Pre-qualification Criteria	Supporting Compliance document
1.	<p>The bidder shall be a Private Limited or Limited Company registered under the Indian Companies Act 1956 or 2013 of GOI and should have experience of providing any of the security ancillary services in examination similar to those defined in this for at least the last 5 years as on the date of bid publication.</p> <p>Consortium / Joint venture bid not allowed.</p> <p>Proprietorship / Partnership firms are not allowed to participate</p>	<p>Copy of below:</p> <ul style="list-style-type: none"> • Certificate of Incorporation • GST Registration certificate • PAN card • Proof of Experience (Work orders/agreements/completion certificates for security ancillary services in examination projects in India during the last 5 years)
2.	<p>The Bidder should have an average annual turnover of INR 50 Crores from Examination-based projects during the last three financial years i.e., FY 2023-24, 2024-25 and 2025-26.</p>	<p>Audited balance sheets and Profit and loss statements and Turnover Certificates certified by Chartered Accountant (CA) with valid UDIN No.</p>
3.	<p>Bidder should have positive Net Worth of INR 50 crores as on 31st March 2026.</p>	<p>Certificate from Chartered Accountant (CA) with valid UDIN No.</p>
4.	<p>The Service Provider must have a valid ISO 9001 certification and CMMi Level 3 or above certification (verifiable on the CMMi website: https://cmminstitute.com/pars) both should be issued at least six months prior to 31st March 2026.</p>	<p>Copy of valid certificates must be enclosed.</p>
5.	<p>The bidder must have successfully executed examination project for providing any of the Security, Surveillance</p>	<p>Copies of work orders/agreements along with completion certificates from client shall be enclosed.</p>

	<p>and Ancillary Support Services i.e. CCTV, Biometric and Frisking for a Government Department directly, during the last five (5) financial years, up to 31st March 2026 with:</p> <ul style="list-style-type: none"> • At least one project of value not less than INR 10 Crore • At least one project with minimum 2,00,000 candidates. 	
6.	The bidder should have work experience in providing CCTV Surveillance of candidates in examination-based projects for any Government Department directly, during the last five (5) years as on 31st March 2026, covering more than 5,00,000 candidates in a single examination assignment.	Copies of work orders/agreements along with completion certificates from client shall be enclosed.
7.	The bidder should have work experience in providing services of biometric based Impersonation control in examination-based projects for any Government Department directly, during the last five (5) years as on 31st March 2026, covering more than 5,00,000 candidates in a single examination assignment.	Copies of work orders/agreements along with completion certificates from client shall be enclosed.
8.	The bidder should have work experience in providing services of Frisking of candidates in examination-based projects for any Government Department directly, during the last five (5) years as on 31st March 2026, covering more than 5,00,000 candidates in a single examination assignment.	Copies of work orders/agreements along with completion certificates from client shall be enclosed.
9.	The bidder must have at least 150 full-time employees on its payroll as of the date of submission of the bid.	<ul style="list-style-type: none"> ➤ Employees Provident Fund (EPF) registration ➤ Provident Fund challans for the last three (3) months to be attached)
10.	The bidder should not stand blacklisted by any Govt. Organization/ Board/ Council/ University/ Commission and any	Undertaking to be submitted on Notary affidavit of INR 100 as per Annexure III.

	other Government/ PSU / Government undertaking organization as on day of tender bidding.	
11.	Technical Compliance along with required documents/Certificates as per Annexure-II	Supporting Documentary Evidence

10. TECHNICAL QUALIFICATION CRITERIA

Each eligible bidder should possess all the following technical qualification criteria. The bidder has to submit valid Documentary Evidence for below criteria. Responses not meeting the minimum score/marks will be disqualified and will not be evaluated for financial bid.

S. No.	Technical Evaluation Criteria	Maximum Marks
1	<p>Average Annual Turnover of the bidder from examination-based projects during last 03 Financial Years i.e., FY 2023-24, 2024-25 and 2025-26.</p> <p>Average Turnover \geq INR 50-75 Crores: 5 Marks</p> <p>Average Turnover \geq INR 75-100 Crores: 7 Marks</p> <p>Average Turnover $>$ INR 100 Crores: 10 Marks</p>	10 Marks
2	<p>Bidder should have Net Worth of INR 50 crores as on 31st March 2026:</p> <p>Net worth \geq INR 50-60 Crores: 5 Marks</p> <p>Net worth \geq INR 60-70 Crores: 7 Marks</p> <p>Net worth $>$ INR 70 Crores: 10 Marks</p>	10 Marks
3	<p>The bidder must have successfully executed at least one project of value not less than INR 10 Crore for providing services similar in nature and scope to those defined in this RFP, in examinations, for a Government Department directly during the last five (5) financial years, up to 31st March 2026.</p> <p>One eligible project (\geq INR 10 Crores): 5 Marks</p> <p>Two eligible projects (each \geq INR 10 Crores): 7 Marks</p> <p>Three or more eligible projects (each \geq INR 10 Crores): 10 Marks</p>	10 Marks
4	<p>Number of full-time employees on payroll as on bid submission date (supported by EPF challans of the last three months):</p> <p>150–300 employees = 5 marks</p> <p>300 – 400 employees = 7 marks</p> <p>\geq 401 employees = 10 marks</p>	10 Marks
5	<p>Bidder should have work experience of at least one work order for the provision of CCTV Surveillance of</p>	10 Marks

	<p>candidates in Examination based projects, for any Government department directly, during the last 5 years as on 31st March 2026</p> <p>No. of Candidates $\geq 3,00,000$ and $< 4,00,000$: 5 Marks</p> <p>No. of Candidates $\geq 4,00,000$ and $< 5,00,000$: 7 Marks</p> <p>No. of Candidates $\geq 5,00,000$: 10 Marks</p>	
6	<p>Bidder should have work experience of at least one work order for the provision of biometric based Impersonation control in Examination based projects for any Government department directly during last 5 years as on 31st March 2026.</p> <p>No. of Candidates $\geq 3,00,000$ and $< 4,00,000$: 5 Marks</p> <p>No. of Candidates $\geq 4,00,000$ and $< 5,00,000$: 7 Marks</p> <p>No. of Candidates $\geq 5,00,000$: 10 Marks</p>	10 Marks
7	<p>Bidder should have work experience of at least one work order for the Frisking of candidates in Examination based projects for any Government department directly during last 5 years as on 31st March 2026</p> <p>No. of Candidates $\geq 3,00,000$ and $< 4,00,000$: 5 Marks</p> <p>No. of Candidates $\geq 4,00,000$ and $< 5,00,000$: 7 Marks</p> <p>No. of Candidates $\geq 5,00,000$: 10 Marks</p>	10 Marks
8	<p>The bidder should have work experience in providing CCTV Surveillance of candidates in examination-based projects for any Government Department directly, during the last five (5) years as on 31st March 2026, covering more than 5,00,000 candidates in a single examination assignment.</p> <p>No. of Candidates in single exam assignment $\geq 5,00,000$ and $< 7,00,000$: 5 Marks</p> <p>No. of Candidates in single exam assignment $\geq 7,00,000$ and $< 10,00,000$: 7 Marks</p> <p>No. of Candidates in single exam assignment $\geq 10,00,000$: 10 Marks</p>	10 Marks
9	<p>The bidder should have work</p>	10 Marks

	<p>experience in providing services of biometric based Impersonation control in examination-based projects for any Government Department directly, during the last five (5) years as on 31st March 2026, covering more than 5,00,000 candidates in a single examination assignment.</p> <p>No. of Candidates in single exam assignment $\geq 5,00,000$ and $< 7,00,000$: 5 Marks</p> <p>No. of Candidates in single exam assignment $\geq 7,00,000$ and $< 10,00,000$: 7 Marks</p> <p>No. of Candidates in single exam assignment $\geq 10,00,000$: 10 Marks</p>	
10	<p>The bidder should have work experience in providing Frisking of candidates in examination-based projects for any Government Department directly, during the last five (5) years as on 31st March 2026, covering more than 5,00,000 candidates in a single examination assignment.</p> <p>No. of Candidates in single exam assignment $\geq 5,00,000$ and $< 7,00,000$: 5 Marks</p> <p>No. of Candidates in single exam assignment $\geq 7,00,000$ and $< 10,00,000$: 7 Marks</p> <p>No. of Candidates in single exam assignment $\geq 10,00,000$: 10 Marks</p>	10 Marks
	Total Marks	100

Note: Minimum 70 Marks are required for opening of financial bid.

11. Particulars of Bidder

(To be put inside the cover for Technical Bid)

1.	Name and Address of the Bidder		
2.	Incorporation status of the firm (public limited / private limited, etc.)		
3.	Date of establishment		
4.	Details of Contact Person Name and Designation Mobile No. Email Id.		
5.	CIN Number		
6.	Total Annual Financial Turnover (Attach photocopies of Audited Balance Sheet and Profit & Loss Account)	FY 2023-24	
		FY 2024-25	
		FY 2025-26	
7.	PAN No		
	GST No.		
8.	Details of Earnest Money Deposit (EMD)		

Signature:

Date:

Name of Bidder:

Annexure-I

Letter of undertaking

(ON THE LETTER HEAD OF THE BIDDER)

To
The Director,
Department of Higher Education,
Government of Odisha,
Bhubaneswar

Sir,

This bears reference to _____ dated ___/___/2026. We, hereby, accept all the terms and conditions for submitting bid as mentioned in this Bid document.

We hereby certify that no terms and conditions have been restricted by us in the Financial Bid.

We agree that we shall not prevent HED from any claim or demand, action or proceeding, directly or indirectly resulting from or arising out of any breach or alleged breach of any of the terms & conditions of bid document and contract.

The above document is executed on _/_/2026 and we accept that if anything out of the information provided by us is found wrong, our bid/ work order shall be liable for rejection.

Yours faithfully,

Name of the Bidder:

Authorized Signatory:

Seal of the Organization:

Date:

Annexure-II

Manufacturer Authorization Form

(To be provided by OEM of Palm Scanner on their Letter Head)

To
The Director,
Department of Higher Education,
Government of Odisha,
Bhubaneswar

Subject: Issue of the Manufacturer's Authorization Form (MAF)

Reference: Tender Ref. No. _____ dated _____

Respected Sir,

We {name and address of the OEM} who are established and reputed original equipment manufacturers (OEMs) of Palm Scanners do hereby authorize {M/s _____} who is our authorized {Distributor/ Channel Partner/ Retailer/ Others <please specify>} to bid, negotiate and conclude the contract with you against the aforementioned Tender reference for the Palm Scanners manufactured by us.

We hereby confirm that the offered Palm Scanners are as per the specification mentioned below.

PALM SCANNER TECHNICAL SPECIFICATIONS		Compliance Technical Specifications
Interface	USB 2.0 or higher	
Power Supply	DC 5.0V / 400mA	
Power Consumption	≤ 0.85 W (standby); ≤ 2.0W (operation)	
Operating Temperature	-10°C ~ 55°C / 14°F ~ 131°F	
Storage Temperature	-20°C ~ 80°C / -4°F ~ 176°F	
Operating Humidity	0-90% RH	
Indicator LED	Red, Green, Blue	
CMOS	1/2.7" HDR CMOS Sensor	
Dynamic Range	83 dB	
Optical Wavelength	850 nm	
Image Type	256 Grayscale Levels	
Image Resolution	480W * 640H	
Default Output Format	MJPEG	
Distortion Rate	≤1%	
Field of View	Horizontal: 37°; Vertical: 48°; Diagonal: 58°	
Maximal Frame Rate	25 fps	
Recognition Distance	15 cm ~ 35 cm / 6 inch ~ 14 inch	
Lighting Environment	Enrollment: <i>Outdoor (sunlight):</i>	Matching: <i>Outdoor(sunlight):</i> under 20,000 lux

	under 5,000 lux <i>Indoor (Incandescent/ Halogen light):</i> under 2,000 lux	<i>Indoor (Incandescent/ Halogen light):</i> under 10,000 lux	
Authentication Accuracy	FRR = 0.1% when FAR = 0.000001%	FRR = 0.01% when FAR = 0.000001%	
Identification Accuracy	FRR = 1.8% when FAR = 0.05%	FRR = 0.7% when FAR = 0.001%	
Palm detection time	<50ms		
Template extraction time	<200ms		

For and on behalf of M/s (Name of the manufacturer)
(Authorized Signatory)
Name & Designation:
Contact No.:
Address:
Seal:

Annexure-III

SELF-DECLARATION – NON-BLACKLISTING
(On Non-Judicial Stamp Paper of INR 100)

To
The Director,
Department of Higher Education,
Government of Odisha,
Bhubaneswar

Sir,

In response to the Bid dated _____ 2026, I/we hereby declare that presently our Company/Organization _____ does not stand blacklisted by any Govt. Organization/ Board/ Council/ University/ Commission and any other Government/ PSU / Government undertaking organization as on day of tender bidding.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our EMD/PBG may be forfeited in full and the bid if any, to the extent accepted may be cancelled.

Yours faithfully,
Name of the Bidder:
Authorized Signatory:
Seal of the Organization:
Date:

Annexure-IV

FINANCIAL INFORMATION

(To be provided on the bidder's letterhead, accompanied by a certificate from the bidder's Chartered Accountant (CA), certifying the same information with a valid UDIN)

TO WHOM IT MY CONCERN

Below Details are furnished duly supported by figures in Balance Sheet/ Profit & Loss Account for the last three years and certified by the Chartered Accountant

S No.	Details	(1) 2023-24	(2) 2024-25	(3) 2025-26
i)	Gross annual turnover			
ii)	Turnover from Examination related projects			
iii)	Profit/Loss			
iv)	Net Worth			

Please attach -

- Audited Balance Sheet
- Profit / Loss statement
- CA Certificate

Yours faithfully,

Name of the Bidder:

Authorized Signatory:

Seal of the Organization:

Date:

Annexure-V
BID ACCEPTANCE LETTER

Date: ____

To
The Director,
Department of Higher Education,
Government of Odisha,
Bhubaneswar

Sir / Madam,

Subject: Acceptance of Terms &
Conditions of Bid. Bid Reference No: _
Name of Bid / Work: _____

We have downloaded / obtained the bid document(s) for the above mentioned 'Bid/Work' from the web site(s) namely as per your advertisement, given in the above-mentioned website(s).

We hereby certify that we have read the entire terms and conditions of the bid documents from Page No. to (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

The corrigendum(s) issued from time to time by HED has also been taken into consideration, while submitting this acceptance letter.

We hereby unconditionally accept the bid conditions of above-mentioned bid document(s) / corrigendum(s) in its totality / entirety.

We do hereby declare that our organization doesn't stand blacklisted by any Govt. Commission/Public sector undertaking as on day of tender bidding.

We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your Commission/organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Annexure-VI

Performance Bank Guarantee

Ref: _____

Date _____

Bank Guarantee No. _____

To
The Director,
Department of Higher Education,
Government of Odisha, Odisha
Bhubaneswar

1. Against contract vide Advance Acceptance of the Tender No. ____ dated..... covering..... (hereinafter called the said "Contract") entered into between Department of Higher Education, Government of Odisha, Odisha (HED) (hereinafter called "Purchaser") and (hereinafter called the "Bidder") this is to certify that at the request of the Bidder we ----- -- Bank Ltd., are holding in trust in favour of Purchaser, the amount of _____ (write the sum here in words) to indemnify and keep indemnified Purchaser against any loss or damage that may be caused to or suffered by Purchaser by reason of any breach by the Bidder of any of the terms and conditions of the said contract and/or in the performance thereof. We agree that the decision of Purchaser, whether any breach of any of the terms and conditions of the said contract and/or in the performance thereof has been committed by the Bidder and the amount of loss or damage that has been caused or suffered by Purchaser shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to Purchaser.

2. We _____ Bank Ltd, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said contract by the Bidder i.e. till _____ hereinafter called the said date and that if any claim accrues or arises against us Bank Ltd, by virtue of this guarantee before the said date, the same shall be enforceable against us _____ Bank Ltd, notwithstanding the fact that the same is enforced within 7 days after the said date, provided that notice of any such claim has been given to us _____ Bank Ltd, by Purchaser before the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from Purchaser.

It is fully understood that this guarantee is effective from the date of the said contract and that we _____ Bank Ltd, undertake not to revoke this guarantee during its currency without the consent in writing of Purchaser.

3. We undertake to pay to Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Bidder in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present bond being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Bidder shall have no claim against us for making such payment.

4. We _____ Bank Ltd, further agree that Purchaser shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Tendered from time to time or to postpone for any time from time to time any of the powers exercisable by Purchaser against the said Bidder and to forebear or enforce any of the terms and conditions relating to the said contract and we,

_____ Bank Ltd., shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Bidder or for any forbearance by Purchaser to the said Bidder or for any forbearance and or omission on the part of Purchaser or any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from our liability under this guarantee.

5. This guarantee will not be discharged due to the change in the constitution of the Bank or the Bidder.

Date _____

Place _____

Witness _____

Signature _____

Printed name _____

Annexure-VII

Contract Agreement for Empanelment of experienced agency to provide AI-Enabled Examination Security, Surveillance and Ancillary Support Services during Multiple Examinations conducted by Department of Higher Education, Government of Odisha, Odisha (HED)

SERVICE AGREEMENT

This Service Agreement (“**Agreement**”) is executed on this ___ day of _____, 2026 in _____ and shall take effect from _____, 2026 (“**Effective Date**”), by and between:

_____, having its registered office at _____, (hereinafter referred to as the “**Department**” or “**Authority**” or “_____”) to be represented by _____ Authorized Signatory on behalf of the Company, which expression, unless repugnant to the context or otherwise, shall be deemed to mean and include its successors-in-interest and permitted assigns;

AND

[**Name of the Service Provider**] [CIN - _____] a company registered under the laws of India, _____, having its registered office at _____ (hereinafter referred to as “**Service Provider**” or “**Company**”) to be represented by _____ Authorized Signatory on behalf of the Company, which expression, unless repugnant to the context or otherwise, shall be deemed to mean and include his heirs, executors and administrators.

The expression of the terms “Service Provider” or “Company and Department” or “Authority” or “_____” shall hereinafter referred individually referred to as “**Party**” and collectively as “**Parties**”

WHEREAS

_____ is in the business of providing collection of services related to as per *tender no.* _____ dated _____, (referred to as “**Tender**”) under which _____ has been declared L1 and will work on certain projects as set forth in individual statements of work (each a “**Project**”) to provide the Services, and _____ desires to be retained by _____, to work on such Project(s).

NOW, THEREFORE, in consideration of the mutual promises and agreement set forth below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. DEFINITIONS:

In this agreement, the following terms shall, unless repugnant to the context, have the following meanings:

1.1. **"Agreement"** shall mean this Agreement, all annexure, schedules, attachments, exhibits attached hereto and includes any modifications and revision to such documents from time to time.

1.2. **"Confidential Information"** means and includes any and all information or content shared by the parties relating to the services covered under this Agreement and business of the parties, which is obtained or received directly or indirectly in writing or orally, by the receiving party, from either party or through any other person, pursuant to its functions under this Agreement; and any or all emails, software, data, tables, analysis, statistics, compilations, studies, financials, projections, documents and records relating the services contemplated under this Agreement and any business of the party provided to the other party or obtained by other party pursuant to or as a result of its functions under this Agreement and includes any material that may be developed or generated from any confidential data, information or matters provided.

1.3. **"Scope of Work"** shall mean and include the "Services/ Supplies / Deliverables" which has been agreed as per Tender no. _____ Dated _____ between the Parties and as set forth in this Agreement. In the event that there is any conflict between the terms of this Agreement and the terms of Scope of Work, the terms contained in this Agreement shall prevail.

1.4. **"Charges" and "Fees"**: shall means the Fees mutually agreed between the Parties and payable by <Name of Department/Authority> to Service Provider for rendition of Services under this Agreement as per the format of price/Financial Bid defined in the Tender and the same shall form part of this Agreement._

1.5. **"Invoice"**: Detailed Invoice shall be raised by Service Provider for rendition of Services from time to time.

1.6. **"Services/ Supplies/ Deliverables"** shall mean and include all the services to be performed by the Service Provider in accordance with the terms as defined in ___ of the TENDER/ **"Exhibit A"** of this Agreement (as the case maybe).

2. SERVICE / SUPPLIES:

2.1. _____ shall provide the Services/Supplies items as specified in the TENDER/Exhibit A (as the case maybe). (the **"Services / Supplies."**)

2.2. The award of work shall be on a project-to-project basis wherein one project shall be treated as one examination. The work order shall be issued from time to time accordingly.

2.3. Parties may mutually agree in writing to add to the scope of the Services / Supplies/ Deliverables on mutually agreed terms from time to time. Any such changes agreed between the parties in the scope of Services / Supplies/ Deliverables shall take effect from the date as agreed between the parties. Such addendum or amendment shall form part of this Agreement after being executed by both the parties.

3. PAYMENT AND PENALTY TERM:

Service Provider shall be entitled to Charges/Fees as per the Tender terms. However, any change or modification in the Charges/Fees shall be revised mutually in writing and shall form part of the Addendum/Agreement, as the case maybe. Furthermore, both the Parties hereby agrees that the

duly submitted and accepted financial bid shall be annexed herein this Agreement.

4. ROLES AND RESPONSIBILITIES OF SERVICE PROVIDER

i. <Name of Department/Authority> shall determine the manner and means by which the Services shall be performed subject to terms of the SOW/Work Order as mutually agreed between the Parties.

ii. Service Provider agrees to work closely with the Department's representatives in the performance of Services and shall be available to Department's representatives, at all reasonable times, provided intimation (emails permitted) is given to the Service Provider.

5. TERM

This Agreement commences on the Effective Date and shall be valid for a period of 3 (Three) years from the Effective Date ("**Term**"). Upon expiry of the Term, both the Parties may mutually extend the period to another 2 (Two) years wherein the terms and conditions shall be as mutually decided between the Parties ("**Renewal Term**"). Subject to other terms and conditions of the Agreement

Upon expiry or termination of the Agreement, the both Parties agree that:

- a) Payment of all outstanding unpaid invoice amounts to the Service Provider by the <Name of Department/Authority>; and
- b) <Name of Department/Authority> shall cease using the Services with an immediate effect.
- c) All rights and obligations accrued prior to the date of termination/expiry of any Work Order shall survive such expiry or termination.

6. CANCELLATION OR POSTPONEMENT

In the event of cancellation prior to examination or postponement of the examination due to any circumstance or situation or condition whatsoever, the Service Provider shall be entitled to payment in the following manner:

Cancellation or Postponement	Payment to be received by Service Provider
1 day prior to Date of Exam	The Service Provider will receive 60% of the total work order value.
Between 2-5 Days prior to date of exam	The Service Provider will receive 40% of the total work order value.
More than 5 days prior to date of Exam	No payment will be made to Service Provider

Furthermore, in the event of cancellation of examination post completion due to compromise of the system or paper compromised or any illegal activities associated with such examination resulting into cancellation of examination, the Service Provider shall be entitled to payment of 100%.

7. FORCE MAJEURE

“**Force Majeure Event(s)**” shall mean and include events and occurrences beyond the control of the affected Party including, but not limited to, acts of God, pandemic, strikes, work stoppage or other labour disturbances, disruptions due to third parties, network interferences, war, or sabotage. Neither Party shall be liable for any performance that is prevented or hindered due to a Force Majeure Event. In the event either Party is constrained from discharging its obligations due to a Force Majeure Event, such Party shall, within 10 (ten) days of occurrence of such an event, provide a written notice (emails permitted) of such Force Majeure Event to the other Party, and the affected Party’s obligations shall stand suspended for the duration of the Force Majeure Event. However, in the event Services are already rendered or are continuing to be rendered, the payment obligation incurred, by the <Name of Department/Authority>, as per the terms of the Agreement shall subsist even during a Force Majeure Event. If the period of delay or non-performance continues for four (4) weeks, the Party not affected may terminate this Agreement by giving fourteen (14) days written notice to the affected Party.

8. LIMITATION OF LIABILITY

Neither party shall be liable to the other party for any special, indirect, incidental, exemplary, punitive or consequential losses or damages or loss of profit, loss of goodwill, loss of revenue or operational losses whether in contract, tort or other theories of law, even if such party has been advised of the possibility of such damages. The total aggregate liability of either party under this Agreement shall not exceed 5% of the total value of the work order issued prior to the date of incident. The Service Provider shall not be held liable for any delay or failure in its obligations, if and to the extent such delay or failure has resulted from a delay or failure by or on behalf of <Name of Department/Authority> to perform any of its obligations; in such event: the Service Provider shall be allowed additional time as may be required to perform its obligations; and any additional costs shall be payable only if expressly approved in writing by the Department and subject to applicable financial rules.

The above limitation of liability shall **not apply** to:

- (i) damages arising out of willful misconduct, fraud or gross negligence;
- (ii) breach of the user terms in respect of Service Provider’s application system;
- (iii) breach of confidentiality, data protection or examination integrity obligations;
- (iv) any loss, theft, damage or destruction of equipment, hardware, servers, AI devices, networking components, biometric devices, CCTV systems, or any other infrastructure deployed by the Service Provider for conduct of the examination;
- (v) indemnity obligations expressly provided under this Agreement.

9. INDEMNITY

The Service Provider shall indemnify, defend and hold harmless the Department, its officers, employees, and representatives from and against any and all claims, demands, actions, proceedings, losses, liabilities, damages, penalties, costs and expenses (including reasonable legal fees) arising out of or in connection with:

- (i) breach of this Agreement by the Service Provider;
- (ii) negligence, fraud, willful misconduct or omission of the Service Provider;
- (iii) infringement or alleged infringement of intellectual property rights of any third party;

- (iv) breach of confidentiality, data protection, or examination integrity obligations;
- (v) any loss, theft, or damage to equipment deployed for conduct of the examination;
- (vi) claims by third parties arising out of performance of the Services.

The indemnity obligations shall survive termination or expiry of this Agreement. The indemnity obligations under this clause shall **not be subject to the limitation of liability** specified in this Agreement.

10. NOTICES

Any notice provided for in this Agreement shall be in writing and shall be (i) first transmitted by email, and then confirmed by postage, prepaid registered post with acknowledgement due or by recognized courier service; or (ii) sent by postage, prepaid registered post with acknowledgement due or by recognized courier service, to the relevant party at its address set out below:

In the case of notices to <Name of Department/Authority>:

Name:
Designation:
Address:
Email:

In the case of notices to the Service Provider:

Name:
Designation:
Address:
Email:

All notices shall be deemed to have been validly given on (i) the business day immediately after the date of transmission, if transmitted by email; or (ii) in case sub-clause (i) does not apply, the expiry of 7 (seven) business days after posting, if sent by post.

Either Party may, from time to time, change its address or representative for receipt of notices provided for in this Agreement and shall inform the other Party in writing within 10 (ten) days of change.

In case of any dispute regarding the delivery of the notices to the other Party, delivery by emails transmission shall be preferred over the postal transmission.

11. CONFIDENTIALITY

A. During the continuity of this Agreement, “**Confidential Information**” of disclosing party, means any information or proprietary materials (in every form and media) of disclosing party made available to, disclosed to or otherwise obtained by the receiving party in connection with this Agreement, including, but not limited to, information relating to disclosing party’s financial data, products, services, design documents data, reports, analyses, costs, prices or discount structure, names, business opportunities, technical specifications, documentation, and other materials contained in or related to any of the foregoing.

B. **Use of Confidential Information.** Disclosing Party retains all right, title and interest in, to and under its Confidential Information and grants only the rights expressly permitted under this Agreement. The receiving party agrees not to use any Confidential Information of disclosing party for any purpose except for performing the obligations pursuant to this Agreement. The receiving party shall promptly notify disclosing party in the event of any unauthorized use or disclosure of its Confidential Information. The receiving party: (i) may copy disclosing party's Confidential Information only as required to perform its obligations hereunder and shall reproduce disclosing party's proprietary rights notices on any such copies, in the same manner in which such notices were set forth in or on the original; (ii) must return or destroy disclosing party's Confidential Information when no longer needed, upon request, or at termination or expiration of this Agreement; (iii) must take the same care it uses to protect, and avoid unauthorized disclosure, release, or use of its own Confidential Information of like importance, but not less than reasonable care; (iv) may disclose disclosing party's Confidential Information only to those employees, affiliates and independent contractors who have a need to know and use the Confidential Information for purposes permitted or required by this Agreement, provided that the employees, affiliates and independent contractors have agreed in writing, prior to any disclosure of Confidential Information to any such employee, affiliate or independent contractor, to maintain the confidentiality of the information under terms no less stringent than those specified herein and are not competitors of disclosing party; and (v) may use Confidential Information to perform its obligations under this Agreement, and its employees, affiliates and independent contractors with a need to know, are authorized to do the same. In the event of a breach or threatened breach by receiving party, the receiving party agree that monetary damages may not be an adequate remedy, therefore, disclosing party shall be entitled to injunctive relief in addition to monetary damages as an equitable remedy to restrain the receiving party committing the breach, from any such breach, threatened or actual.

C. **Exclusions from Confidential Information.** Notwithstanding the provisions of clause 11(b), the following will not be considered Confidential Information under this Agreement: (a) information that is independently developed by the receiving party without use of, reference to or reliance on disclosing party's Confidential Information; (b) information that is or has become publicly known through no fault or act of the receiving party; (c) information that is lawfully known by the public at the time of disclosure and is not subject to restriction; and (d) information that is lawfully obtained, without a duty of confidentiality, from a third party that rightfully makes such disclosure without breach of a duty of confidentiality or other wrongful act by the receiving party. The receiving party may disclose Confidential Information of disclosing party if required to do so by law; provided that the receiving party promptly furnishes disclosing party with written notice of such legally required disclosure and cooperates with disclosing party's reasonable efforts, at it's own cost and expense, to obtain a protective order, other appropriate protection of the disclosing party's Confidential Information.

12. INTELLECTUAL PROPERTY

“**Intellectual Property**” means all intellectual property, whether existing or future including, without limitation, all patents, trademarks, permits, service marks, brands, trade names, trade secrets, proprietary information and knowledge, technology, source code, object code, upgrades, updates, name and data associated with software and Services, computer programs, databases, copyrights, licenses, franchises, formulae, designs, including all related rights therein, irrespective of status of registration. Each Party retains all rights in their respective Intellectual Property (ies) and nothing in this Agreement/Work Order/Tender shall be construed as a transfer or assignment of any Intellectual Property from the _____ to the _____.

_____ shall, at all times, retain all rights, interest and title in the Services including but not

limited to all and any derivatives, customizations, and improvisations or any part or portion thereof.

Both Parties hereby agrees and confirms to take due care, to protect and safeguard the Intellectual Property of each other. Notwithstanding anything contained elsewhere in the Agreement/Tender/Work Order, _____ reserves the right to temporarily suspend Services, which it reasonably believes is/are being used for unauthorized purpose(s), or upon apprehension of Intellectual Property infringement from such access and shall promptly notify the _____ of such suspension. However, before such suspension, _____ shall inform the _____ in writing in advance to enable remedial actions on Customer part.

_____ agree that _____ may upon a prior intimation to _____, use Your logo, brand name, and trademark for the limited purposes of displaying You as a client/recipient of the Services.

13. REPRESENTATIONS, WARRANTIES, AND UNDERTAKINGS

Each Party warrants and represents that:

a. it has all legal and proprietary rights in their respective Intellectual Property; and has the legal right and authority to execute this Agreement and has completed all corporate actions necessary, to execute this Agreement;

b. the performance of its obligations under this Agreement is not in violation of any Applicable Laws and does not conflict with the obligation(s) under any agreement with any third party;

c. that the Work Order including the Tender and this Agreement, when executed and delivered would constitute a valid and binding obligation of such Party and will be enforceable against such Party in accordance with the terms prescribed therein.

14. ASSIGNMENT

Service Provider in its discretion assign any rights or obligations under this Agreement to any other party or Affiliates without prior written consent of the Department. The word “**Affiliates**” shall mean an affiliate of the Service Provider that controls the Service Provider, is controlled by the Service Provider, or is under common control with the Service Provider.

15. CONCILIATION COMMITTEE

Both the Parties hereby agrees and confirms on the constitution of a conciliation committee comprising of 5 members wherein both the Parties shall appoint 2 members each as their representative in the committee which shall be head by the Director to the <Name of Department/Authority> which shall be responsible in arriving at amicable solutions in case of any dispute between the Parties related to any Services or terms and conditions of this Agreement. It is also agreed between the Parties that a dispute shall be said to be raised when the aggrieved Party gives an advance notice in writing of 15 days to the other Party. Upon expiry of 15 days from such notice, the conciliation committee shall be constituted which is obligated to arrive at an amicable solution within 30 days from such reference. In case the conciliation committee fails to come at an amicable solution or decision, then the dispute shall be referred to arbitration as per the terms and conditions of this Agreement.

16. DISPUTE RESOLUTION & JURISDICTION

Any dispute, difference or claim arising out of or in connection with this Tender and/or the Agreement, including its interpretation, performance or termination, shall, as far as possible, be resolved amicably through mutual consultation between the Parties. If the dispute is not resolved amicably within **thirty (30) days** from the date of written notice by either Party, the same shall be referred to **sole arbitration** in accordance with the provisions of the **Arbitration and Conciliation Act, 1996**, as amended from time to time.

The **sole Arbitrator shall be appointed by the Secretary, Department of Higher Education, Government of Odisha**. The **seat and venue of arbitration shall be Bhubaneswar, Odisha**, and the arbitration proceedings shall be conducted in the English language.

Subject to arbitration, the **courts at Bhubaneswar, Odisha shall have exclusive jurisdiction**.

17. RELATIONSHIP OF THE PARTIES

Nothing in this Agreement shall be construed (i) to constitute the Parties as employer and employee, principal and agent or partners; or (ii) to allow either Party to create or assume any obligations, whether express or implied, on behalf of the other Party for any purpose, or to commit the other Party in any way to any third Party.

18. WAIVER

Waiver by any party of any breach of any provisions of this Agreement (or the consequences of any such breach as provided for in this Agreement) must be in writing and signed by the parties hereto and such waiver shall not constitute or be construed as a continuing waiver or as a waiver of any other breach of any other provisions of this Agreement.

19. ENTIRE UNDERSTANDING & MODIFICATIONS

This Agreement contains the entire agreement of the Parties relating to the subject matter hereof and shall supersede any and all prior correspondence including but not limited to email correspondence, proposal etc. The Agreement can be modified only by an instrument in writing signed by the Parties.

20. COUNTERPARTS

This Agreement may be signed in any number of counterparts, all of which taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

For
<Name of
Department/Authority>

Sign:

Name:

For
SERVICE PROVIDER

Sign:

Name:

Designation:

Designation:

WITNESS:

Witness No. 1

Witness No. 2

Name:

Name:

Address:

Address:

Signature:

Signature:

Dated:

Dated:

To be Enclosed as part of Agreement:

- i) Accepted Financial Bid*
- ii) Exhibit A (if applicable)*

Annexure-VIII
Declaration / Undertaking

(To be provided by Bidder on Company Letter head)

To
The Director,
Department of Higher Education,
Government of Odisha, Odisha (HED),
Bhubaneswar

Sub: Declaration / Undertaking regarding acceptance of bid terms, absence of conflict of interest, and compliance

We, **M/s.** _____, having our Registered Office at _____, represented by the undersigned Authorized Signatory, in response to your Bid No. _____ dated _____, and having submitted our Technical and Financial Bid for providing AI-Enabled Examination Security, Surveillance and Ancillary Support Services during Multiple Examinations conducted by HED, hereby certify, declare, and undertake as under:

1. That we have carefully read and fully understand the Scope of Work specified in the Bid, and our offer is strictly in accordance with the same.
2. That all the terms and conditions of the Bid/RFP are acceptable to us without any reservations.
3. That we shall maintain data security and confidentiality and shall not divulge any details whatsoever pertaining to the project to any person or entity without the prior written permission of HED.
4. That we have not been penalized or convicted for concealment of income or wealth during the immediately preceding three (3) years.
5. That we shall not have any Conflict of Interest that affects or is likely to affect the Bidding Process.
6. That we are not a member of any other bidding entity participating in this tender.
7. That none of the relatives of any employee of our organization is employed in Department of Higher Education, Government of Odisha, Odisha (HED)
8. That whenever HED requires additional information or clarifications, we will promptly arrange discussions with our professional and technical personnel to verify claims made in our bid documentation. In case of failure to submit such supporting documents or evidence, we understand that our bid shall be liable for rejection.
9. That all information, certified copies of documents, undertakings, and certificates submitted along with the Bid are true and correct to the best of our knowledge and belief.
10. That we agree HED has the right to forfeit the Bid Security and/or Performance Guarantee Deposit and to take any suitable administrative action if any information furnished by us is found to be false or misleading or if we fail to comply with the tender conditions at any stage.

Authorized Signatory:

Name: _____
Designation: _____
Phone No.: _____

Seal of the Bidder Organization

Date: _____

Place: _____

Annexure – IX
Financial Bid
(To be submitted in financial bid only)

CATEGORY	SERVICE DESCRIPTION	Unit Price	UOM
A1	Impersonation control through Digital Finger-print capturing and Facial recognition of candidate by verifying Candidate's identity on real-time basis		Per Candidate Per Shift
A2	Impersonation control through Touchless IRIS capturing and Facial recognition of candidate by verifying Candidate's identity on real-time basis		Per Candidate Per Shift
A3	Impersonation control through Touchless Palm capturing and Facial recognition of candidate by verifying Candidate's identity on real-time basis		Per Candidate Per Shift
B1	Live Webcasting and recording of Examination Centres and Central Control Room Management with supply of recording as per scope of work		Per Candidate Per Shift
B2	Artificial Intelligence (AI) Based Live Webcasting and recording of Examination Centres and Integrated Command Control Centre Management with supply of recording as per scope of work		Per Candidate Per Shift
C	Frisking with HHMD device as per Scope of Work		Per Candidate Per Shift
D	SIP enabled Phones at Exam Centers		Per Candidate Per Shift
E	Tamper Evident Logistical solution as per Scope of Work		Per Lock Per Exam

NOTE:

- Price should be quoted as of above and all quoted prices should be Exclusive of GST only. GST will be applicable as per Govt. norms.
- This Rate would remain valid for the entire duration of contract.
- Department, at its discretion, may choose to avail any or combination of services mentioned in category in various exams.
- Department is not bound to take all the services mentioned in each or any examination conducted.
- Rate quoted by the Service Provider shall be inclusive of all incidental cost including transportation, handling, and installation etc.
- The Determination of Financial Quote of L1 will be:

$$F_s = \frac{(A1 + A2 + A3)}{3} + \frac{(B1 + B2)}{2} + C + D + \frac{E}{300}$$

Yours faithfully,
Name of the Bidder:
Authorized Signatory:

Seal of the Organization:
Date: