

No.

REQUEST FOR PROPOSALS
for
Selection of Agency for organizing 'MockTests'

For validly registered jobseekers in Employment Exchanges/
Employment Bank
who are preparing for competitive examinations for Govt. jobs

(under PartII of the scheme 'Skill Development for the Registered Jobseekers' of the Labour Department, Government of West Bengal with upto date amendments).

Issued by

The Directorate of Employment,
Government of West Bengal
67-Bentink Street (4th Floor), Kolkata-69

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I. GLOSSARY OF ABBREVIATIONS

1	DE	Director of Employment
2	EMD	Earnest Money Deposit
3	EMX	Employment Exchange
4	FS	Financial Score
5	HS	Higher Secondary
6	IBPS	Institute of Banking Personnel Section
7	ICR	Intelligent Character Recognition
8	INR	Indian Rupee Rate
9	LOI	Letter of Intent
10	MCQs	Multiple Choice Questions
11	NOC	No objection Certificate
12	OMR	Optical Mark Recognition
13	PSC	PublicService Commission
14	RFP	Request for Proposal
15	SLA	Service Level Agreement
16	SSC	Staff Selection Commission
17	TEC	Technical Evaluation Committee
18	TET	Teachers' Eligibility Test
19	TOR	Terms of References
20	TS	Technical Score
21	UAC	User Acceptance Certificate
22	UIN	Unique Identification Number
23	WBCS	West Bengal Civil Service

II. GENERAL CONDITIONS OF CONTRACT

A. Introduction

- 1) Firms/Companies/Institutes who are registered under the statute and Institutes which have been conducting exams and tests on a wide scale are invited to submit a Technical Proposal and Financial proposal for organizing Mock tests of the Competitive Examinations for Govt Jobs. The Mock tests would be held for the validly registered/enrolled Job-seekers of West Bengal who want to appear for competitive exams for Govt Jobs.
- 2) The selected agency would have to design, develop and conduct these Mock tests that would help the students in their preparations towards sitting for Competitive Exams for getting Govt jobs.
- 3) The Request for Proposal (RFP) document can be downloaded from the website www.wbtenders.gov.in or in the "www.employmentdirectoratewb.gov.in"

B. Definitions

1. RFP- is a solicitation often made through a bidding process by an agency or Company for a particular project. It also outlines the bidding process and contract terms and provides guidance on how the bid should be formatted and presented.
2. TECHNICAL PROPOSAL- A Document that lists and defines the technical requirement of a contract or project.
3. FINANCIAL PROPOSAL- The proposers are required to prepare the financial proposal giving a detailed cost breakdown. Provide separate figures for each functional grouping or category.
4. TERMS OF REFERENCE- Statement of the background, objective and purpose of a programme, project or proposal.
5. TIMELINE- A graphical representation of a period of time on which important events are marked.
6. BID EVALUATION PROCESS- After the submission deadline, the process of opening, examining and evaluating bids to determine the bidders' responsibility, responsiveness and other factors associated with selection of bid for contract award.
7. TECHNICAL BID EVALUATION- Once the tenders are submitted, they must be evaluated in order to arrive at the selection of the preferred bidder.
8. AWARDING OF THE WORK- A notice to a bidding agency of the acceptance of the submitted bid.
9. SERVICE LEVEL AGREEMENT- is a part of a Service contract where a service is formally defined.
10. SETTLEMENT OF DISPUTES- A sensible means for resolving contract disputes.

C. Instructions

- 1) The Technical Proposal and Financial Proposal should be submitted in the manner specified with an Index and number on each page.
- 2) The work shall be implemented phase-wise in accordance with the Terms of Reference (TOR) under clause VI.
- 3) The Technical Proposal as per Form-A (*Annexure -1*) shall be placed in a Technical Cover clearly marked as 'TECHNICAL PROPOSAL FORM MOCK TESTS 2016-17' attaching scanned copies of all required certificates and testimonials.
- 4) An Earnest Money Deposit (EMD) vide a Demand Draft or a Bank Guarantee in original should be deposited in a sealed cover clearly marked "EMD FORM MOCK TESTS" at the office of the Director of Employment, 67, Bentinck Street, 4th Floor, Kolkata-700069 between the bid opening date and the bid closing date failing which the proposal shall not be entertained. A scanned copy of the EMD may be uploaded for the e-Tender.
- 5) The Financial Proposal as per Form-B (*Annexure -2*) shall again be placed in the Financial Cover clearly marked as 'FINANCIAL PROPOSAL FORM MOCK TESTS 2016-17'.
- 6) Both the parts of the proposal shall have to be uploaded in the portal www.wbtenders.gov.in on or before the date and time mentioned in the 'Time-Schedule' under Data Sheet.
- 7) Any proposal received after such closing date & time for submission of proposal shall be rejected. The decision of the Director of Employment would be final & binding in this regard.
- 8) Incomplete tenders are liable to be cancelled/ rejected. The decision of the Director of Employment would be final & binding in this regard.
- 9) EMD & Security Deposit for Government Undertakings/ Organization or those specifically exempted by an appropriate authority would be waived.

D. Other Details:

- 1) Certificates and Credentials from Government Departments and similar kind of work will be the preferred attributes.
- 2) Bidders will have to submit the Earnest Money Deposit as mentioned above amounting to Rs 4,00,000.00 (Rupees Four lakhs only) drawn on any bank branch of Kolkata in favour of the Director of Employment, West Bengal.
- 3) If any bidder is exempted from depositing Earnest Money under any existing

orders of Govt of West Bengal or any Govt Authority then the scanned copy of such an order should be attached with their Technical Bid papers.

- 4) If any bidder be a Govt undertaking, the same should be noted clearly in the application form. Visibility of this would be the onus of the bidder. Govt undertakings shall be preferred over any other bid.
- 5) Earnest Money of the bidder is liable to be forfeited in case of any false submission / statement or withdrawal of tender in subsequent case or in case of any refusal to abide by the terms and conditions / refusal to enter a written agreement as per prescribed terms and conditions. For all the unsuccessful bidders their Earnest Money Deposits will be refunded.
- 6) The successful bidder will have to deposit a Security Amount vide a demand draft in favour of the Director of Employment, West Bengal. Earnest money of the successful bidder deposited at the time of submitting the tender will be adjusted as the security deposit and will be retained up to the contract period.
- 7) The security deposit of the successful bidder would be amounting to 10% of their bid amount. This would have to be paid within 5 working days from the date of issuance of the Letter of Intent (LoI). This Security deposit would have to be paid as per a Demand Draft drawn on any bank branch of Kolkata in favour of the Director of Employment, West Bengal.
- 8) A Service Level Agreement (SLA) between the Successful Bidder and the DE would have to be entered into within 1 week from the depositing of the Security Amount.
- 9) Security deposit will be liable to forfeiture without prejudice to any action in the event of failure / refusal to abide by any or all the terms and conditions as mentioned in the agreement.
- 10) The DE reserves the right to accept or reject any tender without assigning any reason thereof. The DE also reserves the right, without any obligation or liability, to accept or reject any or all the RFPs at any stage of the process, to cancel or modify the process or any part thereof or to vary any of the terms & conditions at any time, without assigning any reason whatsoever.
- 11) This tender will be valid up to the Financial Year 2016-17. This mandate would NOT be extendable under any condition by any entity or authority whatsoever.
- 12) This tender process will be guided by the West Bengal Financial Rules framed by the Government of West Bengal from time to time.
- 13) The bidder will have to quote no separate rates and would have to submit his financial bid in one single amount as the BID AMOUNT. Any hidden costs or additional costs except taxes would be assumed by the authority to have been included in the Bid Amount.
- 14) Payment will be made apropos the Terms and Conditions in the SLA. For rendering any service arising out of emergency (which has not been included in the list of

deliverables in the SLA), the partners(selected bidder and DE)will settle it mutually.

15) It is estimated that about 50,000 beneficiaries would undertake such MockTests throughout the Term of this Project (i.e 2016-17).

16) To assist the undersigned there maybe a Technical Evaluation Committee for MockTests2016-17(TEC) to aid and assist the DE in arriving at a decision for selecting a bidder. However,decision of the DE would be final and binding in any or all parts of this RFP &/or its process.

17) In case of any queries or clarifications the bidder is requested to interact with the office of the undersigned accordingly at any period between issue of this RFP and the last date for submission of thisRFP.

III PREPARATION OF TECHNICAL PROPOSAL

A. A Technical Proposal is to be submitted in a standard format (Form–A). Material deficiencies in providing the information as requested for in this RFP will result in rejection of proposal.

B. A detailed work plan for performing the assignment as per the Road Map given in Terms of References (TOR)'is to be submitted with the Technical Proposal in softcopy. The bidder would have to make a presentation on the same as and when informed.

C. Bidder's Eligibility Criteria:

The bidder must satisfy the following:

- 1) Proof of being a registered firm/company/Institutes under the Statute/Act {e.g. R.O.C Certificate, Act} in existence for at least last 5 years. Additional material can be provided as supporting documents but the registration certificate would be the final document to rely on.
- 2) Certificate of proof by a Company Secretary or the Head of the Organization on their letterhead to show at least 15 people on the bidder's payrolls; out of which at least 5 should have experience of imparting training/ coaching as trainers/teachers since a minimum period of 2yrs.
- 3) Evidence of having an annual turnover of at least Rs.80Lakhs averaged over the last three financial years(2013-14;2014-15&2015-16)vide a certificate from a registered Chartered Accountant (BALANCE SHEET WILL NOT BE ACCEPTED AS A SUBSTITUTE but can be enclosed as support to this certificate).
- 4) Evidence of having successfully completed at least one similar project with Government (will include Govt undertakings only) in the last three years with a value of at least Rs 40lakhs. A copy of the Work Order and the completion certificate would have to be attached.

- 5) Evidence of having completed successfully at least One Test for at least 1000 participants/ examinees vide a Work Order or any other document issued by the competent authority.
- 6) EMD as mentioned above.
- 7) Declaration vide an affidavit to agree to abide by each and every clause of the RFP/bid. Additionally, the bidder would also declare that he has never cast aspersions or accusations on Government or any of its entities in past.
- 8) The bidder must have presence in West Bengal.
- 9) The decision of the undersigned in any of the terms under this RFP would be final and binding upon each bidder. The bidder must submit an undertaking vide an affidavit on the same accepting these conditions unconditionally.

NOTE: The requirements apropos Points 7 and 9 and any other would be on the same affidavit that would be executed by the authorized representative; the same would have to be notarized apropos due procedure. A format of the said affidavit is at *Annexure -3*.

IV Preparation of Financial Proposal

- A. The Financial Proposal is to be submitted in the standard format (as per FORM B). In preparing such proposal Vendors are expected to examine the RFP document in detail. Any omission or interpretation would be upon the sole discretion and liability of the bidder only.
- B. The Vendor should specify the rates per cycle taking into account all deliverables mentioned in 'Terms of References' and the RFP.
- C. The Bid Unit would be the Total Amount quoted for all the cycles and would be inclusive of all charges excluding the taxes (that would be as applicable)
- D. The quotation must be in INR only.
- E. Nature of work: Organizing mock tests for 2016-17 as per schedule given below
- F. **The FORM B would be thus:**

Bidder's name:

Tender inviting authority:.....

Cycle No.	Type of MockTest within theCycle	Appox.no. of candidates taking the exam (variable by+/- 10 %)	Unit	RateQuoted		Amount
				In Figure	In Words	
1	SSCCombined HSlevel exam	10,000	-do-			
2	SSCCombined Graduatelevel exam	10,000	-do-			
3	TET (Prelims) for Primary	15,000	-do-			
4	CommonWrittenExam(Cl erk) conductedby IBPS(ONLINEEXAM)	8,000	-do-			
5	PreliminaryExamfor WBCS(Exe)Exam	2,000	-do-			
6	Railways Recruitment Board(Non-Tech) Exam	5,000	-do-			
TOTAL		50,000				"X"

X – WOULD BE THE **BID UNIT** IN RUPEES.

The same would be mentioned in words

V. CLARIFICATIONS AND PRE-BID MEETING

A. Secrecy of this Bid

- 1) The office of the DE or any of its personnel will not enter into any correspondence or communication with the Bidders.
- 2) The bidder may seek clarifications on the RFP Document in writing only.
- 3) Verbal clarifications, if any, would be provided by the authorized officer after the bidder's queries have been received in writing.
- 4) The Bidders may seek clarifications or suggest amendments to RFP in writing, through a letter or by fax (and also softcopy by e-mail) to each the undersigned at the contact address. The same must be received before the last date of submission of the Bid.
- 5) A Pre-Bid meeting may be organized in case it is deemed fit by the authority on a date and time that would be informed accordingly.
- 6) The Bidder(s) or their authorized representative(s) (**not more than 2 members per bidder in total**) is/are invited to attend pre-bid meeting(s), which will take on date(s) as specified in Bid information sheet, or any such other date as notified by the authority.
- 7) The purpose of the pre-bid meeting will be to clarify any issue regarding the RFP including in particular, issues raised in writing by the Bidders.
- 8) The undersigned is not under any obligation to entertain/respond to suggestions made or to incorporate modifications sought for.

B. AMENDMENTS TO RFP

- 1) All Amendments/ Corrigendum/ Clarification to Bid documents issued subsequently by DE if any, must be signed and submitted along with the bid proposal and the bid submitted by the Bidder shall take into account all such Amendments.
- 2) The Bidder is advised to submit the bid, strictly based on the terms and conditions and specifications contained in the documents and not to stipulate any deviations.
- 3) The DE reserves the right to review/evaluate and make their own assessment of the offers in totality and seek more clarifications in writing /information with reference to all or any other information/documents required to be submitted by the bidder, and the same shall be furnished by the bidder.

4) Any Amendment/corrigendum/clarification or changes in the bid documents shall be uploaded on the website www.wbtenders.gov.in or in the "www.employmentdirectoratwb.gov.in" on any date before the last date of submission of bid document. The applicants should have a regular follow up on website for any amendment/corrigendum /clarification.

VI. Terms of Reference (TOR)

A. The Financial Proposal is to be submitted in the standard format (as per FORM B). In preparing such proposal Vendors are expected to examine TERMS OF REFERENCE (TOR)

B. Background of the Project

1) West Bengal has about eighty lakh job-seekers registered with the Employment Exchanges and twenty two lakh enrolled job seekers in Employment Bank across the State. A significant number of such job-seekers regularly appear / intend to appear in various job-oriented competitive examinations. But most of them do not have the required knowledge and skill to qualify for those examinations. Most of these persons come from underprivileged families.

2) The Labour Department, Government of West Bengal introduced the scheme "Skill Development for the Registered Job-Seekers" on August 2007 followed by amendments thereof for enhancing employability of the registered/enrolled jobseekers in the state. Under Part II of the scheme, Mock Tests (OMR based exams) are conducted inline of job-oriented competitive examinations to create awareness about those examinations and to help the job-seekers to prepare/assess themselves in respect of such examinations

Validly Registered job-seekers in Employment Exchanges and enrolled jobseekers of Employment Bank who intend to appear for various job-oriented competitive examinations would herein after be referred to as "beneficiaries".

C. Scope of Work

The Agency (successful bidder) would have to undertake the following works under this assignment:

1) Publicity for holding such a Mock Test

- a) Advertisement in newspapers/website.
- b) Seek display in the notice boards of employment exchanges/district offices of Deputy Directors of Employment about the schedule of Mock Tests inter alia.
- c) Any other method that is deemed fit to ensure completion of the target for enrolment for Mock Test.

2) Issuing Admit Cards

- a) To those who have enrolled and
- b) whose candidature has been found to be valid by the Employment Exchange

The Agency would email or send the list of candidates in electronic format to the Employment Exchanges who would issue the Admit Cards or Unique Identification Number (UIN) to each candidate. The total number of candidates who have been issued an Admit Card or UIN would be the total number of candidates who are taking the exam.

3) Setting of Question Paper

- a) Setting of at least 3 question papers as sample that would have to be approved by a Technical Committee appointed by the DE
- b) After the selection of One paper, the Agency would have to get the same printed apropos the number of enrolled candidates

4) Conducting a cycle of the Mock Test

- a) Distribution of question papers & OMR sheets and ICRs to the Employment Exchanges
- b) The Agency shall select venues within territorial jurisdiction of respective Employment Exchanges for conducting the Mock Tests. The Employment Exchange or the District Office may provide assistance to the said agency as and when required.
- c) Collection of ICR application forms & OMR sheets from the Employment Exchange.

5) Evaluation

- a) The agency would evaluate the Answer sheets of the beneficiaries.
- b) Submit a consolidated evaluation document (centre-wise in soft copy) to the beneficiary in a soft copy format with a copy to the respective Employment Exchange.
- c) Ensure that the results are sent to the candidates individually by post also.

E. TIMELINES

5) Approximate Time Limits for Delivery for Each Cycle of the Mock Test:

If the date of commencement of each Cycle as per the SLA is assumed as "T"

Time	Deliverables	Time Schedules (Maxtime allowable)
T0	Publicity Campaign by the Agency to ensure the target number of applications are received. Date of Test for the particular Cycle is announced.	T+10days= T0
T1	Issuance of Admit Cards or Unique Identity Numbers(UINs) to the Individuals through the Emp.Exchanges(based upon the no.of candidates)	T0+10days= T1
T2	Setting of 3 Sample question papers for Each Cycle of the Mock Test	T+7days=T2
T2'	The 3 Sample Papers are presented to the Technical Committee which selects one paper	T2+5days= T2'
T3	Printing of the papers (objective type OMR based exams) as specified by the Directorate of Employment and printing of OMR sheets as per the no. of admit cards/UINs issued	T2'+10days=T3
T4	Distribution of question papers & OMR sheets and ICR etc. in centre-wise bundles to the Employment Exchanges.	T3+3days*= T4
T5	The Tests for each Cycle are to be conducted in the venues with the assistance of concerned Emp. Exchanges on the date of the Test.	T4+1day*=T5
T6	The Agency would collect the ICRs,OMR sheets etc. In bundles sealed and authenticated by the concerned Employment Exchange and transport them to evaluation centre.	T5+ 4day=T6
T7	Computerized evaluation of answer sheets of Mock test	T6+7days=T7
T8	Preparation of consolidated evaluation document, Declaration of Result, Sending centre-wise report to each district through email/electronically displaying etc. Mailing evaluation document to each candidate by post	T7+1day=T8 T7+3day=T9
T0 to T9 constitutes ONE CYCLE for a Mock Test		

* Denotes working days.

F. ROLES&RESPONSIBILITIES

5) **Road Map** for the 5 Cycles of the Mock Test would be as follows:

NAME OF CYCLE	APPROX NUMBER OF CANDIDATES WHO SHOULD ENROLL
Mock Test on TET Primary exam	15,000
Clerkship Exam conducted by PSC	12,000
Mock Test for SSC Combined HS level exam	12,000
Common Written Exam conducted by IBPS (ONLINE EXAM)	9,000
Preliminary Exam for WBCS (Exe) Exam	2,000

The last cycle would be conducted Online.

- a) The number of candidates who enroll can vary by +/- 10% only
- b) However the total number should remain 50,000.

6) The Successful Bidder(Agency) has to deliver the following services

- a) Publicity would have to be made to ensure that the target number of candidates have applied for the Test. Unconventional methods of Publicity in addition to the routine Newspapers & Notices in Govt establishments would be expected from the Agency. The Emp.Exchanges would assist in this exercise to ensure the results.
- b) The Employment Exchange (Emp. Exchange or EmX) would have to check the credentials of the applicants and based upon the checked list the agency would generate and issue Admit Cards or Unique Identification Number(UIN) to the Candidates through the EmX.
- c) The Agency would prepare at least 3 Sample Question Papers of each Cycle with the same number of Questions as are there in the actual Entrance Exam. This should be strictly in the line with the job oriented competitive examinations. In case of any ambiguity the decision of the DE would be final in this regard.
- d) The questions in all the test cycles would be of objective type Multiple Choice Questions (MCQs) only
- e) All aspects of the question paper namely the total number of questions, standard of questions, subjects to be covered, distribution of questions among each subject etc. shall be strictly in line of the particular competitive examination for which that Mock Test will be conducted
- f) Printing of Mock test question papers & OMR sheets (for answering) should be preferably in bundles of 100 (hundred)

- g)** The quality of sealing (before the Mock Test) and the timely dispatch cum collection (to-fro EmX) of the bundles of the OMR Sheet and the ICRs would be the sole responsibility of the Agency. However, the numbering & sealing of the bundles after the Mock Test would be the responsibility of the EmX.

7) ASSESSING OF OMR SHEETS:

- a)** Evaluation of the answersheets should help in identification of strengths and weaknesses of each examinee. The following format of evaluation may be used for each Cycle which may act as an example:

SL.	SUBJECT	TOTAL NO. OF QUESTIONS	TOTAL NO. OF QUESTIONS ATTEMPTED	NO. OF CORRECT ANSWERS	MARKS OBTAINED	HIGHEST MARKS ACHIEVABLE
1.	Subject1 (suppose Maths)					
2	Subject2 (suppose Gen. Knowledge)					
3					

- b)** Score sheets as detailed above are to be sent to individual candidates through email and by post.
- c)** Score sheets and detailed evaluations (as per the above) should be submitted to the EmX with copy to DE.
- d)** The agency will also upload the results on the Website or any other place as indicated by the DE.

G. DELAYS AND DAMAGES:

1. Any delay from the Timelines and the Milestones would have a financial implication upon the agency as follows:

DELAY FROM THE TIMELINES	DAMAGES (as a percentage of the Total Bid Amount divided by 6)
upto 2 days	5 %
3-5 days	10 %
6-10 days	20%
More than 10 days	50%

The decision of the DE would be final and binding in this regard and would not be negotiable.

2. Delays however, if affected by Force Majeure, would be considered accordingly.

H. MISCELLANEOUS

1. Questions are to be prepared in English and any other language as applicable in the respective examination and as specified by the DE
2. The safety, security and secrecy of the above mentioned documents would be upon the sole onus of the Agency, who if compromises with any of the same shall face Legal charges. The secrecy and confidentiality would be up to a period as may be settled in the SLA. The exact mode of execution will be decided at the time of signing the SLA.

VI. BID EVALUATION PROCESS

A. PRE-EVALUATION

1) Only the TECHNICAL BID ENVELOPES would be opened first. The following would be checked before evaluating the Technical Bid:

- a) All pages are numbered & Indexed
- b) Affidavit is submitted as stated
- c) The EMD has been enclosed as stated
- d) Proof of having office in West Bengal
- e) A Letter of Authorization has been given to a representative to be the Single Point of Contact for this Bid
- f) The Technical & Financial Bids in a separate sealed envelope as described
- g) There must be a cover letter in the Technical Bid that understands the conditions of this RFP.

2) ONLY If the above are found to be in order, then the Technical Bids would be evaluated as follows:

B. TECHNICAL BID EVALUATION

1. Based upon the marks received in the Technical Evaluation Sheet, a list of bidders based on the compliance of all other terms and conditions would be prepared. The DE may be assisted by the Technical Evaluation Committee which would accord marks for the Presentations.
2. The total scoresheet would be assessed by the undersigned and accordingly those bidder who qualify to get more than 75% of the technical marks would be liable to get their financial bids evaluated. The decision of the undersigned is final in this regard.
3. The tender which does not conform to the terms and conditions as per the tender document shall be summarily rejected without specifying any reasons.

4. The Financial Proposals shall be opened only in case the bidder conforms to the clause B 1) above and qualifies.

5. **Bid Management Schedule:**

ACTIVITY	SCHEDULE	TIME	REMARKS
Issue of this RFP	04 th October 2016	10:00hrs	
Last Date for submission of bid proposal	18 th October 2016	15:00hrs	
Date of Opening of Technical Bids ONLY	19 th October 2016	12:00hrs	Opening before all parties using respective Digital Signatures. The Financial Bids would be kept in sealed condition in safe custody
Pre-Evaluations	19 th October 2016	13:00hrs	Internal process of the Directorate
Technical Bid Evaluation	20 th October 2016	12:00 hrs	Internal process of the Directorate
Making Presentations	20 th October 2016	15:00hrs onwards	All bidders would have to make a 15 minute presentation as mentioned
Technical Score comparative sheet & approval	21 st October 2016		Internal process of the Directorate
Opening of Financial Bids	24 th October 2016	11:30 hrs	Of only those who have qualified in the Tech Evaluation
Final declaration and issuance of Lol	25 th October 2016	12:00hrs	A copy of the SLA will also be given so that the same can be executed subsequently.
Any cancellations and selection of 2nd Highest Bidder	28 th October 2016	11:00hrs	IF THE SUCCESSFUL BIDDER FAILS TO COMPLY OR IS FOUND TO HAVE MISREPRESENTED FACTS
Signing of the SLA	2 nd November 2016		

The above said dates are provisional and could stand to be amended in part or as a whole by the undersigned.

6. Every Bidder should submit a 'process or project execution plan' for organizing Mock Tests as per the Road Map in their Technical Bid
7. Proposal Presentation–Those bidders who have qualified the Pre-Evaluation would be invited to make a 15 minutes presentation before the Tender Evaluation Committee at a time and date as noted in schedule of evaluation. The purpose of such presentation would be to allow the bidder to present their project execution plan & methodology to the Committee and the key points of their proposal. Verbal clarifications may be taken from the bidders in such a presentation to clarify ambiguities and uncertainties
8. TECHNICAL EVALUATION SHEET
 - a) Each technical bid will be assigned a Technical Score (TS) out of maximum 100 points depending on the evaluation methodology mentioned as follows:

The Technical Bid would be evaluated based upon this sheet below and the marks obtained therein by the Bidder. The decision of the DE would be final and binding in this regard:

SL NO	ITEMS	Details	Max.Marks	Unit/Amount	Marks
1	Registered Company/Firm/Institute	In existence since	10	10 Years or more	10
				More than 7 years	6
				5 years or more	3
2	Past experience	Successfully completed more than one project of similar nature in the last three years of value	15	More than 1 crore	15
				More than Rs 80 lakh	10
				Rs 40 lakhs or more	5
3	Specific experience	Experience for conducting at least one Test.	15	For 5000 candidates or more	15
				For 3000 candidates or	10

				more	
				For 1000 candidates or more	5
4	KeyResourcePersonson payroll of the bidder	Number of non teaching personnel	10	15-25	10
				10-14	5
		Training and Teaching/coaching manpower	10	10 and above	10
				5 to9	5
5	Turn Over	Average turnover per annum averaged over last three financial years	10	Above Crores 2	10
				Above Crore 1.5	7
				Rs80 lakh or more	5
6	Government Entity	If the bidder is a Govt. Undertaking or entity	10		10
7	Understanding of process and method through presentation	Understanding	20		Out of10
		Approach			Out of 5
		Clarity			Out of 5
TOTAL			100		

Marks secured by the Bidder in this would be his Technical Score- "TS"

Total marks for Technical Evaluation :100 Overall cut off marks for Technical Evaluation : 75

(NB: The Technical aspects are details of bidder's plan to provide technical support and they do not reveal the financial details for such support directly or indirectly. Only the bidders, who qualify in technical evaluation, will be considered for Commercial/Financial evaluation)

C. EVALUATION OFFINANCIALPROPOSAL

1. Only those bidders who secure a score of 75 or more in the Technical Bid shall qualify for consideration of opening of the Financial Proposal AND would not be evaluated at all for the Financial Bid.Their Financial Bid envelopes would be returned along with all the other documents.
2. Bidders will be informed of the exact date and time of opening of the financial bids if there are any changes in the schedule.
3. The technically qualified bidders would be allowed to send ONLY ONE representatives during the opening of Financial Bids which shall take place in the office of the undersigned
4. The official designated bythe undersigned will declare the successful bidders during the financial bid opening.
5. The lowest total financial bid amount will be referred to as L1 and will be awarded 100 score.The second,third weighted lowest bid amount will be noted as L2, L3etc.
6. Financial Scores for other than L1 bidders will be evaluated using the following formula

Financial Score of a Bidder (**FS**)= (Financial bid of L1bidder)/ (Financial bid of theBidder) x 100 % (adjusted to2 decimals)

D. EVALUATION OF THE TOTAL SCORE

- 1)Evaluation will follow a premise of selecting the best of bids in terms of quality and cost.
- 2)The overall rating of the bidders should be done on the basis of weightage assigned as
 - Technical bid –70%
 - Financial Bid–30%
- 3)OverallBid Score ={(TSx0.7)+ (FS x0.3)}
- 4)In case of a tie in the overall score bidder with the superior technical score will be selected
- 5)DE does not bind itself in anyway to select the bidder(s)offering the lowest price

E. Negotiations with the Successful Bidder

- 1). The undersigned reserves the right to further negotiate with the Successful Bidder.
- 2). While negotiating, the following aspects maybe considered:

- i. Further reduction in consultancy charges for undertaking the Work
- ii. Advancing the delivery schedule

F. Payment Schedule:

- 1) Payment would be released proportionately after the satisfactory completion of a cycle of each test as mentioned in this RFP.
- 2) **Liquidated Damages**
 - i. The bidder, after getting the letter of intent, must submit a schedule that would conform to the schedule as mentioned in this RFP within 7 days.
 - ii. Any default of this schedule would be liable for damages. If there be any delay in the deliverables apropos the schedule (mentioned above) then the following would apply as damages:

Delayby	LiquidationDamageof
10 days	10%of the payment for the test
11-15days	+10%
Morethan15days	Full amount for the test i.e1/5thof the total bid value which ever is higher.

- iii. The Agency would have to meet the targets of the no. of candidates who would take an exam in each cycle. Deviations to the extent of 10% are allowable.However,further shortfall below this would be liable for damages on pro rata basis.

G. AWARDING OF THE WORK

The bidder whose bid has been accepted will be notified by the Tender inviting and accepting authority through a Letter of Intent. The Letter of Acceptance by the successful Bidder will constitute the formation of the Contract Agreement vide the SLA.

H. SIGNING OF THE SERVICE LEVEL AGREEMENT:

A Service Level Agreement would be entered into between Successful Bidder & the Director of Employment.The Director of Employment would have discretion to amend any part or the whole of the SLA before its execution.

I. Reporting Obligations

The Agencyshall submit tothe DEthe reports and documents as specified in this document from time to time.

J. SETTLEMENTOFDISPUTES

1) Amicable Settlement

Any and all differences &disputes whatsoever arising between the parties shall in the first instance be resolved mutually between the parties and in the event of a non-resolution the matter may be referred to the

Arbitrator

2) **Dispute Settlement**

a) All disputes, differences, claims and controversies arising out of or relating to this contract, or the breach, termination or invalidity thereof that cannot be settled shall be referred to the sole arbitration of the Addl. Chief Secretary to the Govt. Of West Bengal, Labour Department, whose decision shall be final & binding.

b) The arbitration proceeding shall be held in accordance with the provisions of 'Arbitration & Conciliation Act, 1996' as amended from time to time. The Law governing the arbitration proceedings shall be Indian Law and the proceedings shall be held at Kolkata and conducted in English language.

3) **Jurisdiction**

Courts in Kolkata alone shall have Jurisdiction for the purpose of this contract.

VIII CONCLUSION

A. **General Clauses**

The Agency shall provide the services and carry out all obligations with due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Vendor/ Agency shall always act, in respect of any matter relating to this contract or to the services, as faithful advisers to the DE, and shall at all times support and safe guard the undersigned's legitimate interests.

B. **FORCE MAJEURE**

1) Notwithstanding the provisions of clauses contained in this RFP document, the Agency shall not be liable to forfeit (a) Security deposit for delay and (b) termination of contract; if he is unable to fulfill his obligation Under this contract due to force majeure conditions.

2) For purpose of this clause, "Force Majeure" means an event beyond the control of the contractor and not involving the Agency's fault or negligence and not foreseeable, either in its sovereign or contractual capacity. Such events may include but are not restricted to Acts of God, wars or revolutions, fires, floods, epidemics, quarantine restrictions and fright embargoes etc. Whether a "Force majeure" situation exists or not, shall be decided by DE and its decision shall be final and binding on the Agency and all other concerned.

- 3) In the event that the Agency is not able to perform his obligations under this contract on account of force majeure ,he will be relieved of his obligations during the force majeure period .In the event that such force majeure extends beyond six months, the DE has the right to terminate the contract in which case, the Performance Security deposit shall be refunded to the Agency.
- 4) If a force majeure situation arises, the Agency shall notify DE in writing promptly ,not later than14 days from the date such situation arises.The Agency shall notify DE not later than 3days of cessation of force majeure conditions.After examining the cases, DE shall decide and grant suitable additional time for the completion of the work,if required.

C. **Confidentiality**

The Agency and the Personnel of them shall not, during or after the completion of the project, disclose any proprietary or confidential information relating to the project, the services ,this contract, or the DE's business or operations with out the prior written consent of the DE.

D. **Intellectual Property**

All plans, specifications ,reports, database of job-seekers and other documents submitted by the Agency in accordance with this document shall be come and remain the property of the undersigned. It shall be the duty of the Agency to not quote or claim anything from and about this work or its assigns to anyone without the approval of the DE.

E. **TERMINATION OF BID**

The TechnoCommercial Bid submitted by Bidders shall be scrutinized to establish responsiveness to the requirements laid down in the RFP&anyof the following may cause the Bid to be considered "Non-responsive",at the sole discretion of DE:

- 1) Bids that are incomplete, i.e. not accompanied by any of the applicable formats inter alia covering letter, applicable undertakings vide affidavits etc.,format for disclosure, valid Bid Bond,etc.
- 2) Bids that are not signed by authorized signatory and/or stamped in the manner indicated in this RFP
- 3) Bids that do not conform to a part or the whole of this RFP or any of its clauses or that is against the tenets of tendering as laid down by Statute/Act.
- 4) Material inconsistencies in the information/documents submitted by theBidder,affecting the EligibilityCriteria
- 5) Information notsubmitted in the formats specified in thisRFP
- 6) Bidsbeing conditional in nature
- 7) Bidsnot received bytheBid Deadline

- 8) Bidshaving Conflict of Interest
- 9) More than one Member of the Bidding Company/Entity using the credentials of the same Parent Company/Affiliate
- 10) Bidder delaying in submission of additional information or clarifications sought by DE as applicable
- 11) Bidder makes any misrepresentation
- 12) Any attempt made by the Bidder to coerce/influence/alter the process as laid down in this RFP or the Authority

F. CONTACTS:

All correspondences in whatever nature would be made with the undersigned only:

MR. ABHINAV CHANDRA, IAS
DIRECTOR OF EMPLOYMENT,
Employment Directorate, Govt of West
Bengal, 67-Bentinck Street, Opp. Orient
Cinema Hall, Kolkata-700069
Email : Phone nos:

Form-A

Technical Bid for conducting MockTests

under the Scheme- "Skill Development for the Registered Job-Seekers"

1. Name of the Bidder –
2. Name and address of the authorized representative for this Bid with Mobile/CellNo.&Email –
3. PAN details-
4. Conformity to the Clauses II(C)&VI in this RFP.....(in detail)
5. Summary sheet must be accompanied with supporting documents properly marked & flagged

SL NO	ITEMS	Details	Unit/Amount	Bidder's credentials	On page number(s)
1	Registered Company/Firm/Institute	In existence since	10 Years or more		
			More than 7 years		
			5 years or more		
2	Past experience	Successfully completed more than one project of similar nature in the last three years of value	More than 1 crore		
			More than Rs 80 lakh		
			Rs 40 lakhs or more		
3	Specific experience	Experience for conducting at least one Test.	For 5000 candidates or more		
			For 3000 candidates or more		
			For 1000 candidates or more		
4	Key Resource Persons on payroll of the bidder	Number of non teaching personnel	15-25		
			10-14		
		Training and Teaching/coaching manpower	10 and above		
			5 to 9		
5	Turn Over	Average turnover per annum averaged over last three financial years	Above 2 Crores		
			Above 1.5 Crore		
			Rs 80 lakh or more		
6	Government Entity	If the bidder is a Govt. Undertaking or entity			

I/We have gone through the terms and conditions of the tender papers and hereby agree to abide to it. Information submitted above is true to my/our knowledge and believe.

Signature of the Bidder/Designation with seal

FORMAT FOR AFFIDAVIT

(on a Non Judicial Stamp Paper of appropriate denomination)

I, Shri./ Smt., son/daughter of Shri....., aged about years holding the post of in the _____ (*Name of the Bidder*) who is bidding for this RFP issued by the Directorate of Employment, Department of Labour, Government of West Bengal vide no. dtdam residing at and do hereby solemnly undertake :-

1. That I agree to abide by each and every Clause of this Request For Proposal (RFP) bearing no. Dtd..... issued by the Directorate of Employment, Department of Labour, Government of West Bengal
2. That I have never cast aspersions or accusations or entered into any form of litigation with Government or any of its entities in the past.
3. That I agree to abide by the decision of the Director of Employment, West Bengal, in any of the terms under this RFP and do agree that such a decision will be final and binding upon me and my organization or any of its assigns.
4. That I shall unconditionally accept all the conditions mentioned in the RFP.

I hereby state that whatever has been mentioned in this undertaking and in the bid submitted by me on behalf of the bidder, (name of the bidder) is true and authentic to the best of my belief and knowledge and that if any or all clauses of the RFP including the abovesaid are found incorrect or concocted or untrue then my/ our bid would stand to be cancelled and the EMD amount deposited as the security be forfeited. I also understand that action can be taken against me as per law.

Place :

Date :

Signature of the Authorized Person

For
