Jharkhand Public Service Commission

Circular Road, Ahirtoli Near Jail More, Ranchi, Jharkhand-834001 Phone:-+919431301636, +919431301419 Email:- helpdesk@jpsc.gov.in

Notice Inviting Tender

SN	Basic Requirement	Specific Requirement
1.	Tender Ref No.	JPSC/Tender -2
2.	Name of the Work	Request of proposal for "Selection/Empanelment of Vendors for Pre and Post Examination Processing Work."
3.	Name & address of the issuer of this tender/Address of Communication/Place of bid Submission/Opening of Bids	Controller of Examination Jharkhand Public Service Commission, Ranchi Email:-helpdesk@jpsc.gov.in
4.	Date of download of tender document	23/06/2023 at 5:00 PM
5.	Start Date for Submission of Bids online	24/06/2023 at 5:00 PM
6.	Last Date for Submission of Bids online	05/07/2023 at 5:00 PM
7.	Last Date for Submission of Tender Fee, EMD and Technical Document offline	06/07/2023 at 5:00 PM
8.	Date of Opening of Technical Bid	07/07/2023 at 11:00 AM
9,	Date of Commercial Bid opening	07/07/2023 at 4:00 PM
10.	Cost of Tender Document	Rs. 10,000/- (Rs. Ten Thousand only) non-refundable through Demand Draft from any Nationalized/Schedule Bank in favour of "Controller Of Examination, JPSC" or through SBI Collect (URL: https://www.onlinesbi.sbi/sbicollect/icollecthome.htm?corpl D=552461) OR through JPSC website (URL: https://jpsc.gov.in/Tenders.php)
11.	Earnest Money Deposit (EMD)	INR 500000.00 (Five Lakhs Only) in form of Bank Guarantee in favour of "Jharkhand Public Service Commission", Ranchi payable at Ranchi
12.	RFP can be downloaded from	Downloaded from https://jharkhandtenders.gov.in . However, in this case, the vendors are required to submit the tender cost in the form of a demand draft/SBI Collect (details mentioned in above para) along with the Proposal. The entire Bid process will be through e-tendering.
13.	Validity of Proposal	Proposals must remain valid 180 days after the Submission date
14.	Method of Selection/Empanelment	Limited Tender
15.	Bid Submission	Vendors must submit Tender through online through Jharkhandtenders.gov.in only and one additional hard copy of Technical Bid and financial bid along with original tender fee and EMD within 24 hrs of submission of last date and time of online bid submission

Note:

- 1. JPSC reserves the right to change any schedule of bidding process. Please visit Procurement website https://jpsc.gov.in regularly for the same.
- 2. Proposals must be received not later than time, date and venue mentioned in the Fact Sheet. Proposals that are received after the deadline WILL NOT be considered in this procurement process.

Controller of Examination

Jharkhand Public Service Commission, Ranchi

Request of proposal for Selection/Empanelment of Interested venders for Pre and Post Examination Processing Work

Tender Ref. No. -JPSC/Tender-2

Jharkhand Public Service Commission

Circular Road, Ahirtoli Near Jail More, Ranchi, Jharkhand-834001
Phone:-+919431301636, +919431301419
Email:-helpdesk@jpsc.gov.in

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1 NOTICE INVITING TENDER

1.1 Invitation to Bids

Jharkhand Public Service Commission, Government of Jharkhand here on-line bids for invites in after referred as "purchaser" "Selection/Empanelment of Agencies for Pre and Post Examination Processing Work" from the venders who participated in EOI floated by the Commission dated 27-05-2023 on https://jharkhandtenders.gov.in. The Bidders are advised to study the RFP document carefully. Submission of bids shall be deemed to have been done after careful study and examination of the tender document with the full understanding of its implications.

website from the downloaded The RFP document can be https://jharkhandtenders.gov.in and https://www.jpsc.gov.in/ Submission e-procurement Iharkhand through bid shall be www.jharkhandtenders.gov.in along with submission of hard copies of the bid. This document provides general information about the issuer, important dates and addresses and the overall eligibility criteria for the bidders.

1.2 Issuer / Address for Bid Submission and Correspondence

The Controller of Examination

Jharkhand Public Service Commission, Ranchi
Circular Road, Ahirtoli Near Jail More, Ranchi, Jharkhand- 834001

Email-helpdesk@jpsc.gov.in

1.3 Important dates and details

1.	Tender No.	JPSC/Tender -2
2.	Name of the Work	Request of proposal for "Selection/ Empanelment of Venders for Pre and Post Examination Processing Work."
3.	Name of the issuer of this tender	The Controller of Examination Jharkhand Public Service Commission
4.	Tender Fee	INR 10, 000.00 (Ten Thousand Only) through SBI collect as mentioned in the RFP or, Demand Draft (validity of 90 days) from any Nationalized Bank in favor of "Jharkhand Public Service Commission" payable at Ranchi to be submitted along-with the Bid

5.	Earnest Money Deposit	INR 500000.00 (Five Lakhs Only) in form of Bank Guarantee (having validity of 180 days) in favor of "Jharkhand Public Service Commission" payable at Ranchi
6.	Start Date of downloading tender document	23/06/2023 at 5:00 PM
7.	Start Date & Time for Submission of Bids	24/06/2023 at 5:00 PM
8.	Last Date/Time for Submission of Bidsonline	05/07/2023 at 5:00 PM
9.	Last Date/Time for Submission of Technical and Financial Document offline	06/07/2023 at 5:00 PM
10.	Date of Opening of Technical Bids	07/07/2023 at 11:00 AM
11.	Date of Technical presentations & Commercial Bid opening	07/07/2023 at 4:00 PM
12.	Place of Communication	Jharkhand Public Service Commission, Ranchi
13.	Contact e-mail Id	helpdesk@jpsc.gov.in Phone- +919431301636, +919431301419
14.	Tender type	Limited Tender

The authority reserves the right to reject any or all the bid(s) received without assigning any reason there of.

Note: Only e-Tender will be accepted. Bidders are advised to familiarize themselves adequately with the Jharkhand Government e-procurement systems, well inadvance, to avoid last minute technical glitches/errors preventing successful uploading of bid within specified time frame.

Sd/-Controller of Examination JPSC

2 SCOPE OF WORK

1. Detailed scope of work

Service - 1

- i. Design, development, implementation, execution, maintenance and hosting of a candidate friendly Online Applications Portal integrated with payment gateway/e-grass, provisions for candidate registration and enrolment of basic details such as name, parents detail, educational qualification etc. Uploading of documents by candidates, provision for application link to the Commission website to enable JPSC to post the same on its own website. Provisions for candidates to upload photograph, signature and other required documents with the online application form, generation of unique login credentials for candidates after successful application/registration on his/her email as well as his/her registered mobile no. for future reference, provision for candidate to view, edit, download and print filled-in/ submitted application forms, provision for access to application forms for candidates in non-editable mode, email notification to candidates for successful submission of application, provisions for JPSC to download application data, provision for candidates to view application status etc. Notification to candidates by email and mobile SMS.
- ii. The successful Bidders/Agencies/Companies/Firms/Societies/LLP/PSU should make provisions for admit card download with QR code, hosting of data, Management and back up of online registration data to avoid data loss through viruses, application problems, human errors. Operating system failure etc. during the recruitment process.
- iii. The portal should be mobile compatible. Enabling submission of online application form from anywhere through mobile or computer system.
- iv. Fee Reconciliation of each recruitment advertisement on regular basis.
- v. Providing the source code with data base structure of the online application form and soft copy of all registered candidates in different formats/parameters wise as desired by the Commission.
- vi. Real time admit card upload/download portal with SMS and email intimation to the candidates to download and print Admit Cards.
- vii. Just after the conclusion of the examination, JPSC will share the model answer key of the questions to the Agency. The Agency will invite objections on model answer key and objection/suggestions received within the stipulated time. The Commission will forward the approved answer key from the experts to the Agency to be published in the website.
- viii. SMS service for all candidates through online portal during online application forms filling, downloading of admit cards, examination information and any other important information required to be communicated by JPSC.
- ix. Providing help desk operation to candidates for online applications portal and for downloading admit card with two mobile numbers.
- x. Printing of all types of data reports in the formats desired by JPSC.

xi. Centre wise printing of scanable Attendance cum Roll verification sheet with photo and signature.

Service - 2: - Scanning of OMR sheets and preparation of Result

- i. The agency will scan all the OMR answer sheets on two or more scanners in presence of officer/officers of the Commission deputed for the purpose and these will be kept separately. The two scanned data disc will be compared and the correct data will be made available to the Commission.
- ii. The final result for examination will be prepared as per instructions of the Commission and the Agency will have to provide evaluation report of each candidate to the Commission (both in Soft and Hard Copy).
- iii. After evaluation, the OMR answer sheet and all related documents shall be returned to the Commission in packets. The packets shall be made center wise.
- iv. Confidentiality of documents must be maintained by the Agency. All deliverables mentioned in above paragraphs shall be ensured in consultation with the Commission. The Agency would, at all times, conduct the activities with utmost integrity which includes maintaining integrity in all the processes before, during and after the examination.

3. TERMS & CONDITIONS

2.5 Contract Period –

The Service Provider will be selected for One Year, which could be extended purely on the basis of performance for another One year.

3.2 Payment -

80 % Payment will be made after completion of the work and data transfer to JPSC with source code and database structure, after it is reported by the Controller of Examination. And rest 20% will be released after completion certificate issued by the Controller of the Examination.

Note:-

- a. No Advance payment shall be made
- b. Tax will be paid as per the applicable and prevailing rate.

3.3 Penalties against issued Work-order

- 1. Penalty for delay in project execution.
 - a. For any delay from service provider's part in completing the work shall attract a penalty at the rate of 2% per week or part thereof with a maximum penalty of 10% of the project value.

In case, any deadline is slipped by more than 3 weeks without pre-intimated sufficient reason and approved by JPSC, the contract shall be recommended for termination.

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3.4 Performance Bank Guarantee against Work Order

- a. Within 15 days of the receipt of notification of award from the Purchaser, the successful Bidder has to submit a Performance Bank Guarantee (PBG) amounting to Rupees Fifteen Lakhs only (Rs. 15,00,000/-) in the form of Bank Guarantee (BG) of any nationalized/Scheduled Bank in the name of "Jharkhand Public Service Commission, Ranchi" for a period of six months beyond the contract period.
- b. The PBG may be forfeited in case of non-compliance of terms & conditions of the agreement or non-renewal of submitted PBG before the expiry as per the stipulated time period.
- c. The submitted PBG shall be released without any interest after completion of service/obligation under the contract subject to conditions and recoveries as per the terms & conditions of the agreement, if any.
- d. Failure of the successful Bidder to comply with the requirement of submission of PBG shall constitute sufficient grounds for the annulment of the award and for feature of the EMD.

4 INSTRUCTIONS TO BIDDERS

4.1 Amendment of RFP document

- At any time JPSC may, for any reason, whether at own initiative or in response to a clarification requested by a prospective bidder, modify the bidding document by amendment.
- 2. All the amendments made in the document would be published on the portal <u>www.jharkhandtenders.gov.in</u>
- 3. All such amendments shall be binding on all the bidders.
- 4. The bidders are also advised to visit the aforementioned website on a regular basis for checking necessary updates.
- 5. JPSC also reserves the rights to amend the dates for conference/bid submission/opening etc..

4.2 Only one submission of bid -

 Only one submission of response to tender by each bidder will be permitted.

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2. Recipients shall be deemed to license, and grant all rights to JPSC to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other Recipients who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting process, not withstanding any copyright or other intellectual property right that may subsist in the submission or Banking documents.

4.3 Authentication of Bid

- 1. The bid response shall be typed or written in indelible ink.
- 2. The bid response shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract.
- 3. A letter of authorization in Company letter head.
- 4. All pages of the bid, except for un-amended printed literature, shall be initialed and stamped by the person or persons signing the bid.

1.4 Validation of inter lineations in Bid

The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initiated by the person or persons signing the bid.

... Cost of Bidding

- 1. The Bidder shall bear all costs associated with the preparation and submission of its bid including the cost of presentation for the purposes of clarification of the bid, if so desired by the Purchaser.
- The Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

4.6 Venue and the deadline for submission of Bids

- 1. Bids must be submitted online on www.jharkhandtenders.gov.in platform.
- 2. However, hard copies of bids (excluding commercial bid) along with original DD & BG for Tender Fee & EMD respectively must be submitted at the specified address within the stipulated date & time.



- 3. In case, of online submission of Tender Fee, online transaction details like Bank reference number etc. must be provided along with the bid (The EMD must be submitted in original in the form of Bank Guarantee).
- 4. Any bid received by the Purchaser after the deadline for submission will be summarily rejected and returned unopened to the bidder.
- 5. JPSC shall not be responsible for any postal delay or non-receipt/non-delivery of the documents. No further correspondence on the subject will be entertained.

4.7 Procedure for submission of bids

- i. Bids (Technical & Commercial) shall be submitted online on www.jharkhandtenders.gov.in platform.
- ii. Also, hard copies of Technical and Commercial bid in two separate envelopes along with original DD & BG for Tender Fees & EMD and all enclosed in a single large size envelope must be submitted at the specified address within the stipulated date & time.
- iii. In case, of online submission of Tender Fee, online transaction details like Bank Reference No. etc. must be provided along with the bid (The EMD must be submitted in original in the form of Bank Guarantee).
- iv. The participating bidders in the tender should register themselves on e-procurement platform in the website www.jharkhandtenders.gov.in.
- v. Bidders can log-in to e-procurement platform in secure mode only by signing with the Digital certificates.
- vi. The bidders should scan and upload the respective documents in Technical bid.
- vii. The bidders shall sign and affix with the bidder's seal on all the pages of the statements, documents, certificates uploaded by them, owning responsibility for their correctness/authenticity.
- viii. The commercial bid must be submitted in online mode only.

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4.8 Other Conditions of bid submission

- a) After uploading the documents, the copies of the uploaded statements, certificates, documents, supporting documents for eligibility criteria, original Demand Drafts/Bank Guarantee in respect of tender fee & EMD (except the Price bid/offer/break-up of taxes/GST) are to be submitted by the bidder in sealed envelope to the Controller of Examination JPSC, Circular Road, Ahirtoli Near Jail More, Ranchi, Jharkhand- 834001, Jharkhand within the bid submission time & date mentioned in the bid document. The cover (inner two envelops specified as Technical and Financial Bids and outer) thus prepared should also indicate clearly the name, address, contact number and email ID of the bidder to enable the Bid to be returned unopened in case it is declared "Late" or "Rejected (on account of non-submission of onlinebid)".
 - b) Failure to furnish any of the uploaded documents, certificates, will be entitled in rejection of the bid. JPSC shall not hold any risk on account of postal delay etc. Similarly, if any of the certificates, documents, etc., furnished by the bidder are found to be false /fabricated/bogus, the bidder will be disqualified, blacklisted, action will be initiated as deemed fit and the Bid Security will be forfeited.
 - c) JPSC will not hold any risk and responsibility regulating nonvisibility of the scanned and uploaded documents.
 - d) The Documents that are uploaded online on e-procurement portal will only be considered for Bid Evaluation.

4.9 Submission of Hard copy of Technical bid

- a) Each copy of the tender should be a complete document and should be bound as a volume. The bid document should be properly page numbered and appropriately flagged/tagged; and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
- b) The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and the



Purchaser, shall be written in English or Hindi language. In case supporting documents of bids provided by the Bidder contains different language then it should be accompanied by duly notarized Hindi or English translation of the same; in which case, for purposes of interpretation of the bid, the notarized version shall govern.

- c) The bid should be signed on all the pages by the Bidder or his authorized representative and should be affixed with the bidder's Seal.
- d) It shall be deemed that the bidders have done careful study and examination of the Tender document and has fully understood the implications.
- e) The response to the Tender should be full and complete in all respects. Failure to furnish the requisite information or submission of bid not substantially responsive to the Tender document in every respect will be at the bidder's risk and may result in rejection of the bid and forfeiture of the EMD.
- f) All materials submitted by the bidder become the property of the Purchaser and may be returned at its sole discretion.
- g) All outstation bids should be sent through registered post/speed post/ courier/ in person.
- h) A firm may submit ONLY ONE bid in response to the RFP.
- i) It is proposed to have a Cover System for this tender:

Technical Bid will include in one cover

- A sealed envelope containing original EMD and Tender Fee along with a letter having details of submitted EMD and Tender Fee.
- Other documents towards eligibility criteria.
- Documents towards technical evaluation.
- j) The copy of Technical Bid and Financial Bid of the Tender should be covered in separate sealed covers super-scribing "Technical Bid and Financial Bid" respectively. Please note that commercial prices should not be indicated in the Technical Bid.

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- k) The envelopes containing Technical Bid and Financial Bid should be put in a single sealed envelope clearly marked with the title of the RFP and Tender No.
- l) The hard copies of Bid document and original EMD & Tender fee need to be submitted by the date and time of submission of the bid as mentioned in the RFP.

4.10 Documents Comprising the Bids

The bid prepared by the Bidder shall comprise the following components. The bids not conforming to the requirements shall be summarily rejected.

1. Technical Bid

- o Format1: Covering Letter containing details of EMD and Tender Fee.
- Format2: General information about the Bidder.
- o Earnest Money Deposit (EMD) & tender fee.(in a sealed Envelope).
- Detailed checklist for eligibility criteria duly filled in along with the supporting documents as defined in Format 3.

Documents towards eligibility as per below table :

SI. No.	Eligibility criteria	Valid Documentsrequired
1.	A letter of authorization in the name of the person signing the bid.	Letter of Authorization in company letter head
2.	The bidder should be a Business Entity, which shall mean a company registered in India under the Companies Act 1956 or 2013.	a) Copy of Certificate of Incorporation.b) Valid GST certificatec) PAN Card
3.	The bidder should have a positive net worth in the 5 previous consecutive financial year i.e.2017-18,2018-2019,2019-2020, 2020-2021 and 2021-2022	Certificate duly sealed and signed from chartered accountant on its letter head along with its Membership No.
4.	The bidder should have valid ISO 14001:2015, ISO-27001:2013	Valid Certificate
5.	The Bidders/Agencies/Companies/Firms/ Societies/LLP/PSU should have a minimum valid CMMi level 3 certification as on the date of bid submission.	Copy of valid certificate



Sl. No.	Eligibility criteria	Valid Documentsrequired
6.	A self-certified letter by the authorized signatory of the bidder that the bidder has not been blacklisted by any Central / State Government (Central/State Government and Public Sector) asof date of Bid Submission must be submitted on original letter head of the bidder with signature and stamp as per the format attached	As per format 4
7.	An Acceptance by the Bidder to the Terms & Conditions mentioned in this RFP	As per Format 5.
8.	Bidder must have local presence in Jharkhand. If the bidder is not having local presence, they have to deploy manpower's in the JPSC office for carrying out the Work Order.	Submit the self- declaration duly sealed and signed by authorizedsignatory to deploy manpower at the JPSC office within one week from the issue of Work Order.
9.	The bidder must have the strengthof at least 1) 10 IT Professionals (Project Manager, Web Developers, Software Developer, Data Base Administrator) 2) 50 Data Entry Operators	Letter from HR on the letterhead of bidder certifying the availability ofresources as on date of submission of the bid alongwith certificate of CA confirming the same that the mentioned number of employee is working on their pay-roll.
10.	A consortium / Joint venture of Companies and Sub-Contracting toany third party is not allowed to bidfor this project.	Undertaking on company letterhead.
11.	Average annual turnover of at leastRs. 50 Crores in last five financial years ending March 31, 2022	Certificate duly sealed and signed from chartered accountant on its letter head along with Membership No. and UDINNo.

The Technical Bid, besides the other requirements of the Tender, shall comprise of the following:

Sl. No.	Criteria	Weightage	Functionality Ratio	Post folio of evidance POE
A	Average Annual Turnover in last 5 Financial Years(17- 18, 18-19 , 19-20, 20-21 and 21-22)	20	a. 50 cr - 10 Marks b. Upto 150 cr - 15 Marks c. More than 300 cr- 20 Marks	Furnish Certificate
В	Quality, Capability & Certification ISO 27001:2013 CMMI level- 3 Certificate	20	20 Marks	Furnish copies of Certificate self attested
С	No. of Employees	20	a. Minimum 100 employees- 10 b. Upto 200 employees- 15 c. More than 200 employees- 20	ESI & PF Registration Certificate
D	Presentation	40 Marks		

iii) Commercial Bid

a. The Commercial Bid, shall comprise of the following:

Price Quote for Service- 1

(In Indian Rupees)

Nature of work	Per application (in figure)	Per application (in words)
Rate for Development of		
website and other functions		
as detailed in the scope of		
work for Service 1		

The rates shall be inclusive of all cost as well as duties and taxes paid or payable.

Price Quote for Service-2

(In Indian Rupees)

Scanning of OMR Sheet and Result preparation	Per OMR (in figure)	Per OMR (in words)
Rate for Scanning of OMR Sheet, Result preparation and other functions as detailed in the scope of work for Service 2		

The rates shall be inclusive of all cost as well as duties and taxes paid or payable.

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The Purchaser reserves the right to negotiate the prices quoted in the bid.

The Bidders may quote for either of the Services i.e. Service 1 or Service 2 or both the Services.

Evaluation Criteria to be adopted will be the Quality and Cost Based Selection/Empanelment (QCBS) with 75:25 ratio where 75% weightage on technical score and 25% weightage on financial score. In case of a tie, the bidder with the higher technical score will be awarded the contract.

4.11 Tender Fee

 The Bidder shall furnish, as part of its bid, tender fee of value as mentioned in the RFP in the form of Demand Draft with validity of 90 days or can payment made online through SBI collect

(URL: https://www.onlinesbi.sbi/sbicollect/icollecthome.htm?corpID=552461)

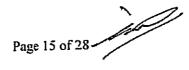
OR

through JPSC website (URL: https://ipsc.gov.in/Tenders.php)

- 2. In case, of online submission of Tender Fee, online transaction details like Bank reference number etc. must be provided along with the bid as a proof of submission for verification of the same.
- 3. The tender fee is non-refundable and non-adjustable against any other bid.
- 4. The date of issuance of tender fee should be within the date of issuance of RFP and last date of submission of bid i.e. specific to this RFP.

4.12 Bid Validity Period

- Period of Validity of Bids
- a. Bids shall remain valid for 180 days from the last date of bid submission as mentioned in the RFP.
- b. A bid valid for a shorter period may be rejected as non-responsive.
- c. However, the prices finalized after opening the tenders shall not increase throughout the project period.



- d. The prices of components can nevertheless go down due to global trend and is to be determined from their list prices from time to time after applying the same discount factor as related to the prices finalized after bid opening but before the delivery of the components to the Purchaser.
- 2. Extension of Period of Validity
- a. In exceptional circumstances, the Purchaser may request the Bidder(s) for an extension of the period of validity of bid.
- b. Their quest and the responses there to shall be made in writing.
- c. The validity of EMD shall also be suitably extended.

4.13 Modification and Withdrawal of Bids

1. Written Notice

The Bidder may modify or withdraw its bid after the bid's submission, provided that the Purchaser receives written notice of the modification or withdrawal, prior to the last date prescribed for receipt of bids.

2. Signing and Marking of Notice

The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions said earlier. A withdrawal notice may also be sent by email but followed by a signed confirmation copy, postmarked not later than the last date for receipt of bids.

3. Last Date for Notice

No bid may be altered/modified subsequent to the closing time and date for receipt of bids. Unsolicited correspondences from Bidders will not be considered. No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period as per the terms & conditions of tender. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its EMD.

4.14 Opening of Bids

1. Opening of Bids

a. Decision of the Purchaser would be final and binding upon all the Bidders.

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- b. The Purchaser will open the Bid Proposal, in the presence of the representatives of the Bidders who choose to attend, at the time, date and place, as mentioned in section 'Invitation for Bids/Important Dates'.
- c. In the event of the specified date of Bid opening being declared a holiday for the Purchaser, the Bids shall be opened at the appointed time and location on the next working day.
- d. It is advised to send a responsible, authorized and senior representative of the Bidder so that clarifications, if any, can be given on the spot.
- e. The Bidder's names, modifications, bid withdrawals and the presence or absence of the requisite EMD and such other details considered appropriate will be announced during the bid opening.

2. Announcement of Bids

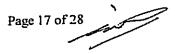
The Bidders' names, bid modifications or withdrawals and such other details as the Purchaser at discretion may consider appropriate, will be announced at the bid opening.

3. Bids Not Considered for Evaluation

Bids that are rejected during the bid opening process due to incomplete documentation or late receipt shall not be considered for further evaluation

4. Criteria for Evaluation of Bids

- a) A three-stage procedure will be adopted for evaluation of proposals, with the eligibility criteria fulfilled before the technical evaluation and thereafter financial proposals being opened and compared. Pursuant to the eligibility criteria Bidders will be shortlisted for technical bid. Technical bids will be evaluated only for the Bidders who fulfill the eligibility criteria.
- b) The Purchaser will review the technical bids of the short-listed Bidders to determine whether the technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified.
- c) The committee appointed by Chairperson JPSC and headed by the



Controller of Examination shall evaluate the proposals on the basis of their responsiveness to the Scope of Work, applying the evaluation criteria provided

- d) Each responsive proposal will be given a technical score. A proposal shall be rejected at this stage if it does not respond to important aspects of the Scope of work or if it fails to achieve the minimum technical score.
- e) In order to qualify for next stage (Financial Proposal) bidders must achieve a minimum of 60 Marks out of the maximum allocated marks in the technical evaluation criteria.
- f) The commercial bids for the technically qualified Bidders will then be opened and reviewed to determine whether the commercial bids are substantially responsive.
- g) L1 rate against each service will be declared as the lowest rate (excluding tax) for respective service. However final Selection/Empanelment of the Vendor will be on Quality and Cost Based Selection/Empanelment (QCBS).
- h) JPSC reserves the right to negotiate prices during evaluation if found necessary.
- i) JPSC will notify the successful bidder in writing or by fax or email, that its proposal has been accepted.
- j) In case the tendering process has not been completed within the stipulated period, JPSC may like to request the bidders to extend the validity period of the bid.
- k) In such case such extended period shall be accepted as mutually agreed upon.
- l) Notification of award will constitute the formation of the contract.
- m) Conditional bids are liable to be rejected.
- n) The purchaser may seek clarification during evaluation stage
- 1.15 Purchaser's Right to Vary Scope of Contract and to extend l'eDuration of Contract
 - a. The Purchaser may at any time, by a written order given to the Bidder, make changes to the scope of the Contract as specified.
 - b. If any such change causes an increase or decrease in the cost of or the Page 18 of 28 $\frac{1}{2}$

time required for the Bidder's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Value or time schedule, or both, and the Contract shall accordingly be amended. Any claims by the Bidder for adjustment under this Clause must be asserted within thirty (30) days from the date of the Bidder's receipt of the Purchaser's changed order.

4.16 Purchaser's Right to Accept Any Bid and to reject any or All Bids

- 1. The Purchaser reserves the right to accept any bid and to annul the Tender process and reject all bids at any time prior to award of Contract, without there by incurring any liability to the affected Bidders or any obligation to inform the affected Bidders of the grounds for the Purchaser's action.
- 2. The Purchaser reserves the right to negotiate the commercials with the selected Bidder and seek a revised commercial bid.
- 3. The Purchaser will reject a proposal for award if it determines that bidder recommended for award has engaged incorrupt or fraudulent practices in competing for the contract inquisition.

4.17 Notification of Award

Evaluation Criteria to be adopted will be the Quality and Cost Based Selection/EmpaneIment (QCBS) with 75:25 ratio where 75% weightage on technical score and 25 % weightage on financial score. In case of a tie, the bidder with the higher technical score will be awarded the contract.

1. Notification to Bidder

Before the expiry of the period of validity of the proposal, the Purchaser shall notify the bidders who has submitted their acceptance against L1 rate against each service in writing by registered letter or by email that its bid has been accepted along with the Proforma for Agreement and to submit the PBG. The Bidder shall send his acceptance to enter into an agreement along with PBG within seven days of receiving thenotification.

2. Signing of Contract

Within 7 days of receipt of the notification, the successful Bidder shall sign the Contract with date and return it to the Purchaser.

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3. Discharge of Bid Security

On receipt of the performance guarantee and upon successful signing of the agreement, the bid security of all Bidders will be released.

4. Expenses for the Contract

The incidental expenses of execution of agreement/contract shall be borne by the successful bidder.

5. Forfeiture of Bid Security

On non-submission of PBG or failure on successfully signing the agreement, the bid security of such bidder will be forfeited.

4.18 Failure to abide by the Agreement

The conditions stipulated in the agreement shall be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice to the rights of the Purchaser with such penalties as specified in the Bidding document and the Agreement.

1.19 Confidentiality of the Document

This Tender Document is confidential, and the Bidder shall ensure that anything contained in this Tender Document shall not be disclosed in any manner, whatsoever.

4.70 Sublecting

The Agency shall not sublet, transfer or assign the Selection/Empanelment or any part thereof to other party. In the event of the Agency contravening this condition, JPSC shall be entitled to terminate the contract. The JPSC will get the work (assigned to such Agency, if any) done through other party at the risk & cost of Agency. In such case the EMD of the selected Agency, will be forfeited.

4.21 Concessions permissible under statutes

Bidder, while quoting against this tender, must take cognizance of all Concessions permissible under the statutes, failing which it will have to bear extra cost where Bidder does not avail concessional rates of levies. The Purchaser will not take any responsibility for this. However, Purchaser may provide necessary assistance, wherever possible, in this regard.

4.22 Tax Liability

The Bidder will have to bear all Taxliability as per the rule

4.23 Delays in the Successful Bidder

Performance of the Contract shall be made by the successful Bidder in

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accordance with the service level agreement as indicated in tender document. Any delay by the Bidder in the performance of its contract obligations shall render the Bidder liable to any or all of the following sanctions:

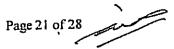
- i. Forfeiture of its performance Bank Guarantee
- ii. Termination of the Contract for default.
- iii. Blacklisting

4.24 FORCE MAJEURE

For the purposes of this agreement, Force Majeure means an event which is beyond the reasonable control of a Party and which makes a party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances and includes but is not limited to war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse conditions, strikes, lock out or other industrial action (except where such strikes, lock out or other industrial action are within the power of the party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

Force Majeure shall not include any events caused due to acts/omissions of such Party or result from a breach/contravention of any of the terms of the Contract, Bid and/or the Tender. It shall also not include any default on the part of a Party due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the Contract.

The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen, or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. The Purchaser will make the payments due for Services rendered till the occurrence of Force Majeure. However,



any failure or lapse on the part of the Bidder / Bidder's Team in performing any obligation as is necessary and proper, to negate the damage due to projected Force Majeure events or to mitigate the damage that may be caused due to the above mentioned events or the failure to provide adequate disaster management/recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.

In case of a Force Majeure, all Parties will endeavor to agree on an alternate mode of performance in order to ensure the continuity of service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure.

25 Change in Company Name

During Selection/Empanelment period if the bidder's name got changed due to acquisition, amalgamation etc., the bidder must inform JPSC with all

Required documents within one month of its name change failing whichthe Selection/Empanelment will be cancelled and the PBG could be forfeited

4.26 Applicable Law and Jurisdiction of Court

All legal disputes are subject to the jurisdiction of RanchiCourts only



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5. Annexures (Forms & Formats)

5.1 FORMAT 1- FORMAT FOR COVERING LETTER

On Bidder's letterhead

To,

The Controller of Examination, JPSC Circular Road Deputy Para Ranchi,Jharkhand-834001

Subject: Submission of Bid for "Selection/Empanelment of Agencies for Pre and Post Examination Processing Work"

Bid Ref. No. - JPSC/ Tender-2

Sir.

In response to the advertisement, datedissued by the Controller of Examination, on behalf of the JPSC, we offer our RFP Response to participate in the bidding process for(Tender Ref. No.). Details of TenderFee and EMD is attached.

Having examined the RFP Documents, etc. including addendum/ Amendments to the above, for the execution of the above Contract, we the undersigned offer to perform the said work mentioned under the scope of work of this document, the whole of the said Works for the Term of the Services etc. comprising the RFP.

In the capacity of the Applicant for the Project, we declare that we have requisite technical competence and experience in managing such type of projects. We also state that our RFP response confirms to the conditions of the document.

If selected, we understand that it would be on the basis of the organizational, technical, financial capabilities and experience as specified in the RFP document. We understand that the basis for our qualification will be our RFP Response and that any circumstance affecting our continued eligibility under the RFP, or any circumstance shall result in our disqualification under this process.

We declare that we have disclosed all material information, facts and circumstances to JPSC, which would be relevant to and have a bearing on the evaluation of our Bid and selection/Empanelment.

We acknowledge and understand that in the event that the JPSC discover any thing contrary to our above declarations; it is empowered to forth with disqualify us and our Bid from further participation in the process.

Yours faithfully,

Authorized Signatory

Name & Title of Signatory

Date & Seal

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5.2 FORMAT 2— General Information about the Vender

Sl. no.	Details Required (* with date of registration)	Submission
1	Name of the Vender	
2	Name of the Managing Director / Partner / Secretary	
3	Full Address of the Registered Office	
4	Telephone No.	
5	Fax No.	
6	Email ID	
7	Full Address of the Office (in India)	
8	Telephone No.	
9	Fax No.	
10	Type of Company /Organization	
11	Registration No. of Company / Organization	
12	Date of incorporation of Company / Organization	
13	Whether registered under MSME Jharkhand (Yes/No)	
14	Jharkhand MSME Registration No.	
15	GST Registration No. *	
16	PAN (Permanent Account Number) *	
17	Quality Certificate Registration No. (ISO) *	
18	Website Address	
19	Name of Authorized Contact Person	
20	Contact Person (Designation, email and Mobile)	

5.3 FORMAT 3 — Declaration regarding ineligibility for corrupt or fraudulent practices

On Venders letterhead

To,

The Controller of Examination, JPSC Circular Road deputy para Ranchi,Jharkhand-834001

Sir,

I further certify that I am competent officer to make this declaration.

Yours faithfully,

Authorized Signatory

Name & Title of Signatory

Date & Seal

5.4 FORMAT 4- Declaration regarding Non-Blacklisting

On Vender's letterhead

To,

The Controller of Examination, JPSC Circular Road Deputy Para Ranchi,Jharkhand-834001

Sir.

I further certify that I am competent officer to make this declaration.

Yours faithfully,

Authorized Signatory

Name & Title of Signatory

Date & Seal

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5.5 FORMAT 5- Declaration of Acceptance of Terms and Conditions in RFP

On Bidder's letterhead

To.

The Controller of Examination, JPSC Circular Road Deputy Para Ranchi,Jharkhand-834001

Sir,

I further certify that I am an authorized signatory and am, therefore, competent to make this declaration.

Yours faithfully,

Authorized Signatory

Name & Title of Signatory

Date & Seal

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5.6 FORMAT 6- Work Experience

SI. No.	WO Issuing Authority	WO No./ Date	Completed /Ongoing	W0 Initiation Date	WO Completion Date	WO Amount	Relevant Document Details (Completion Certificate for completed and PBG/Agree ment copy for ongoing project)	Pg. No.
			Total Amount					

(Signature	of the	Bidder)
Name:-		
Designation	n Seal:	-
Date: -		

