Request for Proposal For Identification and Selection of Service Provider (SP) To

Conduct

Computer Based Examination (CBE) For Recruitment to Different Posts for & On Behalf of

The Jute Corporation of India Limited

Ref No. JCI/HO/Pers./CBT/21-22



DISCLAIMER

The information contained in this Request for Proposal (RFP) document or subsequently provided/clarified to the applicants are in good interest and faith

This RFP document is not an agreement and is not an offer or invitation by JCI or its representatives to any other party and it does not create any legal right in favor of any applicant/s. The purpose of this RFP document is to provide interested parties required information to assist the formulation of their Application and detailed Proposal. This RFP document does not purport to contain all such information each Applicant may require. This RFP document may not be appropriate for all persons, and it is not possible for the JCI, or their representatives to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP document. Certain applicants may have a better knowledge of the proposed Project than others. Each applicant should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and obtain independent advice from appropriate sources. JCI, its representatives and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document. JCI may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

No contractual obligation whatsoever shall arise from the tender process unless and until a formal contract is signed and executed by duly authorized officers/representatives/advisors of The Jute Corporation of India Ltd. with the vendor.



1. Introduction:

1.1. About The Jute Corporation of India Limited

The Jute Corporation of India Ltd. was established in 1971 and is registered under the Companies Act,1956 JCI is the nodal agency of Govt. of India for carrying out Minimum Support Price (MSP) operations in raw jute. JCI procures raw jute from the farmers at the MSP rates declared by the Govt. of India based on the recommendations of the Commission for Agricultural Costs & Prices (CACP), when the market price of raw jute rules below MSP.

1.2. Objective of the Project:

To undertake the mandated functions of JCI, the Corporation has to appoint man power as per sanctioned strength. The Corporation has decided to call for competent biddings from reputed agencies which are involved in organizing selection of candidates for direct recruitment by conducting computer based MCQ type online tests.

Accordingly, a RFP document is prepared with the objective of selecting an Agency/Service Provider for the conduct of Computer Based Test (CBT) for selection of candidates for appointment to various direct recruitment posts in JCI.

It has been tentatively decided to arrange to hold the Exam in all state capital state capitals of West Bengal, Odisha, Assam &Bihar. However, JCl reserves the right to add or alter places of examination and decision of JCl in this regard shall be final.

2. Request for Proposal

Proposals are invited on behalf of The Jute Corporation of India Ltd. (JCI), 15 N, Nellie Sengupta Sarani, 7th Floor, Kolkata-700087 from eligible, reputed and qualified IT firms engaged in conducting computer based test with sound technical and financial capabilities for undertaking specified processes for The Jute Corporation of India Ltd. in connection with the conduct of Online Direct Recruitment examinations on end to end basis as specified in this RFP. This invitation to bid is open to all Bidders meeting all the qualifying criteria as mentioned in this RFP Document.

2.1 Background Information

- JCI invites responses ("Proposals") to this Request for Proposals ("RFP") from Companies/Firms/Agencies ("Bidders") for selection of "BIDDER".
- Proposals must be received not later than the time, date at the venue mentioned in the Fact Sheet.
 Proposals received after the deadline will not be considered in this procurement process.
- iii. Interested bidders are advised to study the RFP document carefully. Submission of response shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

3. Project Background

JCI intends to implement a system that will manage the end-to-end solution in respect to Direct Recruitment through online examination process of The Jute Corporation of India Ltd. Vacancies in direct recruitment posts in JCI shall be advertised by open advertisement in all India newspapers. The advertisements shall also appear on official website of the Corporation. The system shall mainly comprise of but not limited to following activities and all information provided in this RFP in the relevant chapter may be carefully studied by the bidders before submitting their bid documents:

- a. Application designing
- b. Setting-up Help Desk



- c. Online filling of application forms (requisite evaluation of the application forms)
- d. Payment of fees online
- e. Generation / Download of Admit Card
- f. Selection and Preparation of centres in all respects for Computer based exams in consultation with JCI.
- g. Preparation of question banks in English & Hindi language and provision forsecured question paper authoring software
- h. Conduct of Computer Based Examination
- i. Preparation/compilation of Result
- j. Generation of Merit List
- k. MIS/customized report generation
- I. Post Examination services

4. Roles and Responsibilities of Service Provider

- a) The responsibilities of the selected Service Provider will also include but will not be limited to the following:
- b) Design a portal
 - Application submission
 - Acceptance by applicant as declaration
 - Scrutiny of the complete application
 - Uploading photograph (of applicant)
 - Uploading signature (scanned signature) of applicant
 - Evaluation of the application for totality.
 - Submission of application to the portal.
 - Generation of acknowledgement slip of the application
 - Acceptance of payment of fee through a secure payment gateway (preferably managed by any Indian Bank/agency)
 - Acceptance through Net-banking, Credit/Debit/Cash cards, UPI, BHIM etc., [Any service charges against credit/debit shall be charged from applicant]
 - Submission of daily collection status to JCI.
 - Consolidated collection details to JCI.
 - Allotment of examination slot/venue
 - Generation & sending of Hall-tickets to the registered email id of the applicant
 - A portable document (PDF) of the completed application should be available for extraction in future.
- Procure and Implement the Infrastructure (Software and Hardware) for the project as per specified requirements
- d) Design, test and deploy software at venues of the examination

- e) Setup requisite infrastructure at the venues of examination
- f) Provide training to individuals/staff/support staff and Government officials as required
- g) Configure the solution to facilitate access to the software from all the identified locations/ users
- h) Provide necessary software and IT infrastructure maintenance support.
- Work in close coordination with JCI, Project Monitoring Unit (PMU)* and other stakeholders for this
 project; and provide reports as required by JCI.
- j) Carry out the activities as indicated in the contract agreement and submit all the mentioned deliverables within the stipulated time-frame
- k) Ensure that the timelines are strictly adhered to, and ensure resolution within timelines set out by the JCI.
- l) Ensure compliance with the project SLAs
- m) Implement a version control tool to record each and every version of the software release, as well as ensure that all security measures are in place to secure the data, code or functionality
- Ensure that no personal/private information relating to candidates is shared with any unauthorized entity.
- o) Ensure maintaining sanctity of the examination at all cost. This includes Confidentiality of Question sets, Subject matter experts, Gate management and security and safety at exam venues, Outsourcing of activities, Security related to data of candidates & venues Software, hardware, network and other support infrastructure.
- p) Service provider will collect biometric information from each candidate appearing for examination, in the form of (i) Thumb impression (ii) Photograph. This information must be transferred to the JCI as "PDF file" and as "digital data".
- q) Biometric information / information in any other form to be collected from candidates, supervisors, invigilators or any other official entrant related to the exam, shall conform to the security guidelines, interoperability and procedures as defined in the "E-GOV Standards" Manual of Government of India.
- r) Biometric information / information in any other form shall be transferred to Corporation within the time stipulated by JCI after completion of any given examination. On successful upload, the biometric information must be erased /removed from service provider's system/storage. [Biometric data shall be securely transferred to JCI and the SP shall undertake that the biometric data shall not be transmitted to any other individual or agencies at any circumstances].
- S) Biometric information collected at venue must be erased after a period defined in consultation with the Corporation and a certificate to this effect must be furnished to the Corporation.
- t) Service provider shall provide a mechanism to JCI to access data related to biometric, photograph of candidates, to enable the Corporation to generate PDFs as required for individual candidates or a group of candidates or for specific venue.
- In all subsequent stages of examinations, biometric data of candidates, captured in any previous tiers/stage of examination will be verified by the Service provider conducting subsequent examinations.

4.1. Documentation

The Service Provider must ensure that complete documentation of the Project is provided with Standard Operating Procedures (SOP), Minutes of Meetings, etc., and adhere to the standard methodologies

software development/operations as per ISO standard and/or CMMi models.

4.2. Project Monitoring Unit (PMU)

A Project Monitoring Unit will be appointed by JCI to monitor the operations of Service Provider in the conduct of examinations (manpower, technical and operations). The functionaries of the PMU will be authorized to inspect any venue, software, servers and evaluate & audit the system.

5. Scope of Work

- 1. The System (Portal) is to be divided in following phases:
- 1.1 Development for online application
- 1.1.1 Design and Development of Portal for Online Application with integrated Payment Gateway for online application fee.
- 1.1.2 Arrangement for 24x7 Help Desk and provision for multistage email & SMS to eligible candidates.
- 1.2 Screening and short-listing
- 1.2.1 Short listing and screening of the completed applications as per advertised recruitment criteria & norms.
- 1.2.2 Preparation of list of ineligible candidates with reason for ineligibility.
- 1.2.3 Allotment of centres and Sorting applications centre wise.
- 1.2.4 Design and generate admit cards/call letters with unique roll number to the eligible candidates through e- mail to appear for the online examination.
- 1.2.5 Generation of MIS and reports in required formats
- 1.3 Test Engine Technical Prerequisites
- 1.3.1 The Test Engine Exam Software must be owned or licensed to the agency/bidder.
- 1.3.2 The software must be tested for performance, Security, usability, High- Availability, Business Continuity.
- 1.3.3 Should have the capability to deliver the exams through a secure browser.
- 1.3.4 Test Engine Software should support different types of MCQ's.
- 1.3.5 Software should be able to randomize the questions.
- 1.3.6 Software should provide System ID control and session binding.
- 1.3.7 Software should provide Auto-Save functionality up to the last click.
- 1.3.8 Software should provide Auto Submit if exam duration is over.
- 1.3.9 The Agency/Bidder will provide a question paper authoring tool which will ensure end-to-end security of the question paper with 128/256-bit AES encryption.
- 1.3.10 All software for question paper authoring, computer-based examination, candidate handling etc. must be owned by Agency/Bidder or licensed to Agency/Bidder.
- 1.3.11 The Agency/Bidder shall provide mock test for candidates to practice and get familiarized with computer-based examination.
- 1.3.12 The Agency/Bidder shall ensure the maximum security of processes, infrastructure, servers, networks etc. as per the plan drawn in consultation with JCI.
- 1.3.13 The Agency/Bidder should own the Primary Data Centre with Secondary DC site for data security. Both the Data Centres should be located in India in different seismic zones.
- 1.3.14 Agency/Bidder's software should be capable of showing multilingual capabilities.
- 1.3.15 Software should have the capabilities of displaying the timer and photograph throughout examination.

- 1.3.16 The software should have the capabilities to resume the examination from the same screen in case of any disruption.
- 1.3.17 The Agency/Bidder has to ensure that examination software should not have any data-based layer on the local exam server. It means there should not be any other software on the server except the examination software.
- 1.3.18 The response of candidate should not be saved on the candidate's machine/computer and should be saved only on the exam server. The candidate should not have any facility to have access to the server during the examination.
- 1.3.19 The Agency/Bidder shall have to carry/demonstrate complete System Test Run (STR) with test data to the JCI. The Agency/Bidder should also be able to demonstrate click audit trail for any type of enquiry.
- 1.3.20 The Agency/Bidder should also be able to demonstrate Application server logs to capture all errors, warnings and exceptions that are generated in applications along with the time at which they occurred.
- 1.3.21 Test engine must support the following functionalities apart from other functions. The system must have capabilities -
 - 1.3.21.1 to shuffle questions
 - 1.3.21.2 to shuffle answer options
 - 1.3.21.3 to display images of different formats along with the text on the same screen
 - 1.3.21.4 to ensure high-clarity and complete image within the display area along with the respective question in the same screen
 - 1.3.21.5 to enable candidates to navigate between questions within the stipulated time
 - 1.3.21.6 to present questions and answer options in a randomized way in such a mannerthat every candidate gets a different version of randomized question set
 - 1.3.21.7 The screen shall not allow any form of computing software like calculators etc.

1.4 Question Set

- The Service provider must ensure a robust mechanism for preparation of questions and a secure mechanism for the transmission of the same to the computer nodes during examination. The Service provider shall adhere to the following:
- 1.4.1 Ensure to maintain highest standard of confidentiality in creation, processing, maintenance, storage, encryption and administration of question set
- 1.4.2 Ensure that the question items are not directly taken from question papers of any other examinations during last two years.
- 1.4.3 Arrange for creation of items with the help of dedicated panel of subject experts
- 1.4.4 Ensure multi-level validation of items created by panel of subject experts
- 1.4.5 Questions would be created topic-wise and subsequently the same would be clubbed
- 1.4.6 Difficulty level of items would be assigned by one panel of subject experts and the same would be validated by another panel of subject experts
- 1.4.7 Pool of questions will be created topic-wise/subject-wise with proper tagging of difficulty level of each question item
- 1.4.8 Complete set of question papers would be generated from the pool of questions through a computerized programme just before downloading the question paper for the examination
- 1.4.9 Ensure that the question papers have similar difficulty level across various sets of question papers for one examination
- 1.4.10 If translation of question items is required, translation work will be done through a dedicated panel of experts
- 1.4.11 Same meaning and sense of question is retained in the translated version as in the original language

- 1.4.12 Ensure proof-reading of each question.
- 1.4.13 Questions must be randomized
- 1.4.14 Sample set of question paper must be submitted to JCI at least 15 days prior to the conduct of the Mock Test at the first venue
- 1.4.15 Questions shall be available only 30 minutes prior to examination. Questions shall not be available earlier than 30 minutes
- 1.4.16 Question set shall transmit from Central Server to Local server or Local server to Candidates Terminal only after best encryption (as on date of examination. As on date it is at least 256-bit encryption). Questions shall not travel any path without encryptions.
- 1.4.17 Perfection of question should be of the highest level.
- 1.4.18 Encryption shall have "ZERO HUMAN INTERVENTION".
- 1.5 Test Venue Prerequisites
- 1.5.1 Bidder must provide Standard Operating Procedure (SOP) for all process for safe and secure conduct of examination along with rules for contingency and exception handling/emergency procedures.
- 1.5.2 Bidder must provide specification for Hardware and Software required at all stages of the examination at Exam Centres.
- 1.5.3 Only employees of the Agency/Bidder duly authorized by the Agency/Bidder should only be authorized to work on the examination server for the conduct of examination.
- 1.5.4 Agency/Bidder should be capable of providing live CCTV coverage of the exam centre/venue and in a position to provide complete footage of the exam & registration process of each centre/venue to JCI within a day after the exam.
- 1.5.5 Sign Non-Disclosure Agreement and Integrity Pact with JCI to ensure confidentiality & integrity of complete process & data related to the contract.
- 1.5.6 The Agency/Bidder is expected to draw the Computer Based Test (CBT) examination plan and design the examination process as following complete security management process like:
 - 1.5.6.1 Physical Security
 - 1.5.6.2 Information Security
 - 1.5.6.3 Server Security
 - 1.5.6.4 Network Security Candidate handling process
 - 1.5.6.5 Validation and verification of identity
 - 1.5.6.6 Attendance and photograph handling
- 1.5.7 Device and systems to be used for authentication and audit trail mechanisms required for Exam.
- 1.5.8 To provide consulting, training and manpower support to handle the entire Examination. The required Hardware, Software, networking including Internet (lease line) shall be installed by Agent/Bidder on lease/rent basis, whose cost would be covered under commercials bid.
- 1.5.9 Selection of online Examination Test Centres / Venues based on the total number of eligible candidates and their hometown/district/state. Agency/Bidder should ensure that all Test Centre Venues are identified and a list of the same needs to be submitted to JCI as per the timelines given above or 15 days before exam date including Name of the Centre, Seating Capacity, availability of Power Back-up (UPS & Generator, waiting area ®istration area).
- 1.5.10 Agency/Bidder should ensure all the venues should be sufficiently high standards fulfilling the criteria stated in the "Venue Clearance Certificate".
- 1.5.11 Arrangement and preparation of centres for conduct of Computer based examinations at following locations: Four Metros (i.e., Delhi, Mumbai, Chennai & Kolkata).
- 1.5.12 To identify required Exam Centres in each of the cities with minimum capacity of 100 & maximum capacity of 400 in each venue + 10% as reserve/buffer.

- 1.5.13 To ensure that Exam Centre has the required suitable Hardware, Software, Internet and LAN connectivity for conducting Examination.
- 1.5.14 To ensure UPS facilities and Generator facility at each Exam Centre for un-interrupted power.
- 1.5.15 To ensure adequate cooling/Air-conditioning at every Test Centre.
- 1.5.16 Ensure that on the day of exam the test Centre will not be used for any other activity/exam other than conducting the JCI examination.
- 1.5.17 Ensure availability of updated Antivirus on every Computer provided for examination &Ensure availability of all exam PCs on network to be virus free.
- 1.5.18 Ensure No IP conflicts are found on Network Exam PCs.
- 1.5.19 Ensure availability of test centres 1 day prior to the date of Examination. Ensure that the examination Computers are Sanitized to meet the JCI Examination requirement.
- 1.5.20 Ensure various level of Checks, Test & that Trial run are conducted to ensure site readiness Checklist to be provided for the purpose for all centres/venues.
- 1.5.21 Ensure the Test content is provided for the Test basis the JCI's requirement.
- 1.5.22 Conduct trial runs (1-2 days Prior to Exam date) across all Test Centre venues to ensure that all Exam parameters match the requirement.
- 1.5.23 Provide a detailed Site Readiness Check List Report to the JCI before the actual Examination date.
- 1.5.24 The Agency/Bidder is responsible for Server/Network Monitoring during the conduct of examination.
- 1.5.25 Agency/Bidder is responsible to assist in case of any IT failures at the Test Centre.
- 1.5.26 Agency/Bidder is responsible for Test content, upload and Question bank management.
- 1.5.27 Agency/Bidder is responsible for Securing Server Data Pre/Post Examination.
- 1.5.28 Other related process involved for conducting the JCIs online exams as required.
- 1.5.29 To prepare and provide documentary manuals for all processes for safe and secure conduct of examination to be followed along with rules for contingency and exception handling/emergency procedures.
- 1.5.30 To carry audit at Exam Centres for
 - 1.5.30.1 Hardware, Operating System, Processor Speed, RAM, Network and Internet connectivity, Key Boards etc.
 - 1.5.30.2 Software Screen resolution, bandwidth for internet and LAN connectivity, Browser.
 - 1.5.30.3 Working conditions of UPS and Generator.
- 1.5.31 To ensure suitable drinking water and separate toilet facilities both for Boys and Girls.
- 1.5.32 To provide facility to candidates in coordination with the JCI for mock test through downloadable software within a fortnight before the date of written test. The same facility should also be available online to be run through web server. The mock test should be replica of the examination.
- 1.5.33 To provide help to candidates through a call centre (toll free/customer care number) ensuring the service quality 24x7.
- 1.5.34 To host and manage the examination process through intranet-based solution at Exam Centres.
- 1.6 Examination Phase
- 1.6.1 All pre-examination phase processes shall be carried out in consultation with JCI.
- 1.6.2 Checking for original documents and the admit card of the candidates at the examination gate. Individual password shall be given to each candidate by Agency/Bidder at the examination centre after verification of the documents before 15 minutes.
- 1.6.3 Signature of the candidate in the attendance sheet and Verification of the signature in attendance sheet vis-à-vis the signature in the admit card.

- 1.6.4 To complete registration process of the candidates (digital photo ETC.) and allow candidates to appear in the exam at Exam Centre through pre-allotted seat/machine.
- 1.6.5 To arrange/provide adequate displays and provide required instruction/ information to the candidates appearing for exam at Exam Centres.
- 1.6.6 The Agency/Bidder has to ensure collection of all the filled & signed Travel Allowance (TA) forms along with proof travel tickets, bank mandate & SC/ST/PWD certificate from all the SC/ST and PWD candidates at the test venue/centre. Agency/Bidder has to ensure appropriate remarks/acknowledgement from SC/ST/PWD candidates who did not submit their TA forms at the respective test/venue. The documents collected to be submitted to JCI for processing payment within 3 days of conduct of examination.
- 1.7 Conducting the Computer based Examination
- 1.7.1 To provide adequately trained manpower as per the below mentioned ratio:
 - 1.7.1.1 Each Exam Centre/Venue of capacity of minimum 100 and maximum 400 & 10% buffer should have the minimum following personnel's to be deployed by the Agency/Bidder.
 - 1.7.1.2 Exam Centre Administration/ Co-coordinator (regular employee of the Agency/Bidder) City Wise –1
 - 1.7.1.3 IT Manager (regular employee of the Agency/Bidder) -1
 - 1.7.1.4 IT Support Executive (Building/Campus/Institute wise) -1
 - 1.7.1.5 Exam Centre/Venue Co-coordinator (Building/Campus/Institute wise) -1
 - 1.7.1.6 Invigilators 2 per 20 systems with a minimum of 2 in a room.
 - 1.7.1.7 Support Staff Minimum 2 per 100 students (Suitability need to be justified with centres) and locations.
 - 1.7.1.8 Security Guards Minimum 2 per 100 students (Suitability need to be justified with centres).
 - 1.7.1.9 Peons/Support Staff Minimum 2 per 100 students.
- 1.7.2 The above staff should be increased proportionately on the basis of centre size in terms of nodes for exam/number of candidates.
- 1.7.3 The Examination shall be computer based with the questions being provided onscreen on a random basis with multiple choice answers, without any manual intervention.
- 1.7.4 Sufficient time of 10-15 minutes shall be allotted for providing orientation to the candidates on the structure of exam, time limits and guidelines for answering the question papers.
- 1.7.5 Computer based exam software should support standard features as automatic calculation of test score, time left, flag questions for review, navigation to unanswered question and prompt for submission.
- 1.8 Minimum System Specification
- 1.8.1 The Service Provider must provide the following minimum requirement at Exam venue for local servers:

| Item | Particulars |
|-------------------------|--|
| Processor | Best processor to serve the terminals |
| RAM | 4GB or higher |
| Operating system | Compatible for candidate's systems as clients, must meet the performance criteria |
| Performance Criteria | Must support at least 100 clients without any degradation in performance. All mouse/key clicks are to be recorded for each client with time stamp (in milli seconds) for audit purposes.Response time for question/page loading must be less than one milli-second. All responses to be acted upon in real time. |

1.8.2 Minimum requirement for Computer Nodes

| Item | Particulars |
|-----------------------|---|
| Monitor/Terminal size | 15 inch or 17 inch |
| Processor | CPU Speed: 1.5 GHz or above. |
| RAM | 2GB or higher |
| Others | USB disabled; Keyboard disabled during exam after login Proxy disabled (Direct Internet) All mouse/key clicks are to be recorded for each client with time stamp for audit purposes. (in milliseconds) All responses to be recorded upon in real-time. Internet disabled. |

- 1.8.3 As many servers as needed for centre must be provided by Agency/Bidder for assured performance. Additional equivalent and suitable servers for backup and mirror services will need to be provided by the Agency/Bidder
- 1.8.4 While exam may be conducted on local LAN, data of test progress should be transferred to central server every 15 minutes (or as specified by JCI) for monitoring purposes. Agency/Bidder should provide reports to JCI to view the test progress.
- 1.8.5 To maintain audit trails of activities of candidate (click by click) during the course of examination.
- 1.8.6 To monitor and supervise Exam Centre activities on monitoring console to be installed by the Agency/Bidder in JCI Headquarters. The data should be a real time data to be generated from each Exam Centre during the examination.
- 1.8.7 To monitor and supervise Exam Centre activities on monitoring console to be installed by the Agency/Bidder in JCl Headquarters. The data should be a real time data to be generated from each Exam Centre during the examination.
- 1.9 Post Examination Phase
- 1.9.1 At the end of the exam, transfer/export candidate response and audit trails on secured channel from local server to Central server of the Agency/Bidder within 1 Hour from eachexam centre. Other data such as attendance sheet, photograph, video recording, seating plan etc. (if any) should be sent to JCI within 3 days of conclusion of each exam.
- 1.9.2 To calculate & provide marks obtained by each candidate as per requirement of the JCI.
- 1.9.2.1 To make available all the required reports & data in soft copy and hard copy to JCI.
- 1.9.2.2 Candidate's responses, photograph, audit trails should be uploaded automatically from the local server to company own data centre in a secured manner. There should not be any traces of any data pertaining to candidate whatsoever post uploads left on the exam server.
- 1.9.2.3 The Agency/Bidder should be able to hand over the raw responses/data (Meta data) to JCI immediately (same day) after the candidate's response upload from local exam server. The software should have capability to take the answer key post examination.
- 1.9.2.4 To provide documented inputs and support for handling -
 - 1.9.2.4.1 Candidate Queries
 - 1.9.2.4.2 RTI Queries
 - 1.9.2.4.3 Court Cases
- 1.9.3 Test Data Archiving: Agency/Bidder shall archive the result and other examination data for future references after specified time, as per requirement of JCI.
- 1.9.4 MIS generation/ customized reports: Agency/Bidder shall provide adequate reports/information per the requirement of JCI.
- 1.9.5 Provide link for publication of written score within a week of final result on the website.

- 1.9.6 The cut-off of CBT shall be decided by the Company to declare the list of candidates eligible for personnel interviews/interaction.
- 1.9.7 All the generated reports have to be submitted in Hard Copy and Soft Copy on CDROM or otherwise as specified.

6. Indicative Examination Data for A Period of 5 Years

| SI. No. | Position and Scale of Pay(I.D.A) | Upper Age limit will be as on the 1 st date of publishing the advertisement | Minimum Qualification will be as on the 1 st date of publishing the advertisement | No. of Posts* | |
|---------|---|---|--|------------------|--|
| | | | i)Pass in class 12 or equivalent | | |
| 1 | Junior Inspector Rs. 21,500-86,500/- | 30 yrs. | ii)3 Years' Experience in purchase/sale of raw jute; its grading and assorting /bailing/storage/transportation iii) Ability to use computers | 79 | |
| 2 | Junior Assistant Rs. 21,500-86,500/- | 30 yrs. | i)Graduate or equivalent from a recognized university | 51 | |
| | | | ii)Must be able to use computers (word/excel) and type at the rate of 40 wpm in English. | | |
| 3 | Accountant Rs. 28,600-1,15,000/- | 30 yrs. | i) M.Com with advanced Accountancy and auditing as special subject with 5 yrs. experience in maintenance of commercial accounts including reconciliation and final accounts/experience in handling cash and record or B.Com with 7yrs. experience. | 33 | |
| | | | Desirable: ACA,SAS, CA,ACWA,CAD | | |

^{*}No of Posts – Reservation norms will be maintained as Govt. norms. N.B This table represents only indicative data, subject to changes.

7. Overall Evaluation Process

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

7.1 Pre-Qualification Criteria – Mandatory

| 1 | The Bidder should be registered under the Companies Act, 1956 as amended in 2013 / Sole Proprietorship/Partnership and should have office in the state of consignee and should be in existence for at least the last Five (5) Financial years, as on 31st March 2020. | Requisite registration documents as applicable to be provided |
|---|---|---|
| 2 | Power of Attorney from the bidder, in the name of person signing the Bid, authorizing him to submit/execute this agreement as a bidding document | Valid Power of Attorney in original |
| 3 | The Bidder must have valid ISO 9001: 2008 certification; or at least CMMi Level 3 certification | Authenticated Copy of valid certificates at the time of bid submission The bidder shall be responsible for retaining the requisite certification during the currency of the contract under consideration in this RFP. |
| 4 | The Bidder should have an annual turnover of at least Rs. 15 lacs during each of the last three financial years (i.e. 2017-2018, 2018-19, 2019-20) with positive net worth as on 31.3.2019 and should have conducted exams for Govt. & Govt. related Organizations. | Certified Copy of the turnover and statements including audited Balance sheet and Profit & Loss Account along with the certificate issued by the Statutory Auditor, Proof of Work appointed by the Company to be uploaded. |
| 5 | The consultant / agency should have necessary valid statutory documents like PAN, Goods & Service Tax Registration, valid Trade Licence and Income Tax Return of last 3 years ending 2019-20 | Necessary documents to be attached |
| 6 | The Bidder shall not be under a ban or blacklisted for any reason, by any Government entity in India as on last date of submission of the Bid | Declaration to be provided in Bidders letterhead |

Note:

- $\it 1.\,$ Suppression of information / facts would lead to summary disqualification of the bid submitted.
- 2. Consortium in any form is not allowed in this bid.



7.2 Technical Evaluation Criteria:

7.2.1 Technical Evaluation Criteria with marks:

The following table depicts the broad technical evaluation criteria used to arrive at the Technical Score (T_s) for the bidder:

| SI. No. | Details | Evaluation | Marks 100 |
|---------|--|-----------------------------|--------------|
| 1 | Average Turnover of the Company | Units | 15 |
| | Turnover >=1 Cr | 10 | |
| | Turnover >=90 lacs but <1 Cr | 8 | |
| | Turnover >=80lacs but <90lacs | 6 | |
| | Turnover >=70lacs but <80 lacs | 4 | |
| | Turnover >=60 lacs but <70 lacs | 2 | |
| | Turnover >=10lacs but <20lacs | 1 | |
| | Turnover <10 lacs | 0 | |
| | Proof: Average turnover of the company for the last five financial year ending 2019-2020. The document to be certified by CA and uploaded. | | |
| 2. | Net Profit (as % of Turnover) of the Company for the last five financial year ending 2019-2020. The document to be certified by CA and uploaded. | Units | 10 |
| | Net Profit >=15% | 5 | |
| | Net Profit >=12% but <15% | 4 | |
| | Net Profit >=10% but <12% | 3 | |
| | Net Profit >=7% but < 10% | 2 | |
| | Net Profit >= 5% but <7% | 1 | |
| | Net Profit but <5% or No profit | 0 | |
| 3 | Conducting of Computer Based exams for GOVERNMENT/PSU/Govt. Undertakings for the FY 2015-16,2016-17, 2017-18,2018-19 2019-20 through CBT (withminimum candidates per exam) | 10,000 10 | |
| | Conducted more than 5-7 exams | 10 | |
| | Conducted 4-6 exams | 8 | |
| | Conducted 5-6 exams | 5 | |
| | Conducted 2-3 exams | 3 | |
| | Conducted 1 exam | 1 | |
| | Proof: Client's Certification (or) Work order from any client to be uploaded. | 1000 | |
| 4 | Infrastructure for Data Centre / Disaster Recovery (DR) | Units | 10 |
| | DC & DR Owned by Service Provider | 6 | |
| | DC owned by Bidder, DR Hired from different sources | 5 | |
| | Both DC & DR Hired | 3 | |
| | Solution offered through Cloud (within India) | 3 | |
| | Solution offered through Cloud (Cloud outside Indian territory) | 0 | |
| | Proof: Audit certificate from any 3 rd Party Auditor of DC & DR / Cert-In certification | | |
| 5 | Type of ownership of Computer Nodes | 45,000 units CountryWide | 10 |
| | Ownership | | |
| | Ownership of 100% of the nodes | 10 | |

| | Ownership of at least 50% of the nodes | 7 | |
|----|--|---------------------------------|-------------|
| | Ownership of at least 25% of nodes | 4 | |
| | Ownership of at least 10% of nodes | 3 | |
| | Not owned, but hired/Leased completely | 1 | |
| | Proof: Certificate from CTO of site owned by service provider, 3 rd party aud | dit certificate/ client's audit | certificate |
| 6 | General Manpower Strength of Service Provider on their pay roll as on 31st March 2020 | Units | 10 |
| | >=500 | 8 | |
| | More than equal 450 but <500 | 7 | |
| | More than equal to 400 but <450 | 6 | |
| | More than equal to 300 but <350 | 5 | -1122-1122 |
| | More than equal to 150 but < 250 | 4 | |
| | More than equal to 100 but <150 | 3 | |
| | More than equal to 50 but <100 | 2 | |
| | Less than 50 | 1 | |
| | Proof: Declaration by the Company Secretary, HR Head where there is no CS. | | |
| 7 | General Security of the overall system (Declaration in Company's letterhead or proof of document to be submitted). | | |
| | Software Security | 8 | |
| | Application hosted in Secure environment | 2 | |
| | Application ensure data transfer with encryption | 2 | |
| | Application hosted exclusively at each site | 2 | |
| | Application keeps timestamp of entries | 2 | |
| | Infrastructure Security | 2 | |
| | Each system being sanitized before exam | 0.5 | |
| | Exposure of Server blocked beyond DC | 0.5 | |
| | Only Application is installed in terminals | 0.5 | |
| | Local terminal/system does not hold data | 0.5 | |
| | ISO Certification | | |
| 8 | CMMi Level in Development (Proof of Document to be uploaded). | | |
| | CMMi Level 5 | 3 | |
| | CMMi Level 4 | 2 | |
| | CMMi Level 3//Equivalent ISO9001 | 1 | |
| | CMMi certification as proof | | |
| 9 | CMMi Level in Services (Proof of Document to be uploaded). | | |
| | CMMi Level 5 | 3 | |
| | CMMi Level 4 | 2 | |
| | CMMi Level 3 | 1 | |
| 10 | Presentation | | |

Minimum 70% required to qualify in the Technical Bid. Bidders who secure less than 70% marks will be considered as DISQUALIFIED

7.3 Technical Proposal - Other Requirements

Should contain all the mandatory undertakings as specified in this RFP. Format for all the required undertakings / covering letters are provided in Annexure- I.

- i. Non- Disclosure Agreement(NDA)
- ii. Earnest Money Deposit(EMD)
- iii. Bid Documents
- iv. Undertaking on Patent Rights
- V. Undertaking on Service Level Compliance
- vi. Undertaking on Deliverables

The technical proposal should address all the areas/ sections as specified in this RFP and should contain a detailed description of how the bidder will provide the required services outlined in this RFP.

- The technical proposal must not contain any pricing information. While submitting additional
 information, it should be marked as "supplementary" to the specific response. If the bidder wishes
 to propose additional services (or enhanced level of services) beyond the scope of this RFP, the
 proposal must include a description of such services as a separate and distinct attachment to this
 proposal.
- 2 Proposed methodology for implementation
- 3. The Technical Proposal should address the following:
 - a) Overview of the proposed solution which meets the requirements as specified in this RFP
 - b) Overall proposed Solution, technology, and deployment architecture
 - c) Security architecture
 - d) Integration Architecture
 - e) Network architecture
 - f) Details of the Solution as per the format provided in this RFP
 - g) Approach & methodology for conducting the computer based examinations including the project plan.
 - h) Overall Governance Structure and Escalation Mechanism 4Project team structure, size, capability and deployment plan
 - i) Training Strategy for officials/employees of The Jute Corporation of India Ltd.
 - Key Deliverables such as Question Bank Project Management, reporting and review methodology
 - Bidder's experience in all the project related areas as highlighted in Bid evaluation criteria.
 - Bidder must provide the team structure and the resumes of key officials responsible for the management of this project. Termination in case of wrong doing
- 4. The technical proposal shall also contain bidder's contingency plan to address the key challenges anticipated during the execution of the project.



7.4 Commercial Bids

| Sr. No | Item | Basic unit price i.e. charges per candidate per shift (exclusive of all statutory taxes, duties and levies) | GST & any other taxes | Any other statutory levies/ taxes/ duties | Units Price inclusive of all statutory taxes, duties and levies (F=C+D+E) |
|-----------|--|--|-----------------------|---|---|
| A | В | C | D | E | F |
| 1 | Computer Based Examination Services per candidate (both in figures & words) | | | | |

Note:

- The cost quoted by the bidder shall be the total cost per candidate per exam (inclusive of application processing &examination)
- The successful bidder will receive the cost towards conduct of examination (CBT) per candidate only for those cases/candidates who appear for examination.
- Price should be written both in figures and words.
- Rates shall be quoted based on "per candidate per shift" and shall include all levies in respect of things
 mentioned in the paras related to the scope of work including any incidentals thereof.
- Lowest Commercial bid will be determined on the basis of total amount quoted in column C of the Commercial bid.
- The bidder will have to substantiate the taxes and levies claimed by him in each bill. The bidders will
 thus be required to provide documentary evidence of the rates of tax as applicable on the basic unit
 cost quoted at the time of claiming payment consequent upon the award of the contract arising out of
 this RFP.
- Scores would be considered for the purpose of QCBS (Quality cum cost based system) based final
 evaluation, explained below.
- JCI reserves the right to cancel/reschedule any examination.
- The quoted price should be firm for the contract period.
- 7.5 Final Evaluation of Bids. The evaluation of Bidder proposals will be done using the QCBS methodology. The individual Bidder's Commercial Bid scores are normalized as per the formula below.

Bidders qualified in technical evaluation will be eligible for financial bid opening & evaluation. The Financial bid will be evaluated through Quality & Cost Based Selection (QCBS) process with a weightage of 70% to the technical score and 30% to the financial score.

Formula for OCBS

Technical Score

- a) The bidder with highest technical bid (H1) will be awarded 100% score.
- b) Technical Score of a Bidder = [(Technical Mark of the Bidder/ Technical Mark of H1 Bidder) X 100] %
- c) Marks will be adjusted to two decimal places

Financial Score

- a) The bidder with lowest financial bid (L1) will be awarded 100% score.
- b) Financial Score of a Bidder = [(Financial quote of L1 Bidder /Financial quote of the Bidder) X 100] %
- c) Marks will be adjusted to two decimal places



Combine Score

a) Composite score of the bidders for the bid shall be worked out as under:

| Technical Score | Financial Score | Weighted Technical Score (70% of A) | Weighted Financial Score (30% of B) | Composite Score (L1 Bidder) |
|-----------------|-----------------|--|--|--------------------------------|
| Α | В | С | D | L1 = C+D |

- b) The bidder securing the highest Composite Bid Score will be adjudicated as the Best Value Bidder for award of the Project.
- c) In the event the bid 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.
- d) Vendors may be requested to print, sign and upload their commercial bid separately.

8 Award of Contract

8.1 Notification of Award

Prior to the expiry of the validity period, JCI will notify the successful bidder in writing that the proposal submitted by the Bidder has been accepted. The notification of award will initiate the finalization of the contract. Upon the successful bidder's furnishing of interest free performance security @ 3% of the estimated cost, JCI will promptly notify each unsuccessful bidder. After successful completion of the contract period the performance security will be refunded and it will bear no interest.ter

8.2 Contract Finalization and Award

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

8.3 Signing of the Contract

At the time of notification of the successful bidder with regard to the Bid having been accepted by JCI, JCI shall enter into a contract with the successful bidder. JCI shall have the right to annul the award in case there is a delay of more than 21 days from the date of this notification, in signing of contract, for reasons attributable to the successful bidder.

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

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



9. Service Level Agreement (SLAs)

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

| SI. No. | Service Level | Criticality | Non Compliance Charges to be payable by Service Provider |
|------------|---|-------------|---|
| 1 | Conduct Computer Based Exam in all the identified /planned Venues. | High | 5% of the billable value. |
| 2 | Availability of requisite manpower in each shift of the examination at Examination venue as per RFP. | Medium | A amount of Rs.1000 per person per shift in case of non- availability of Manpower as per RFP [Venue manager, Software Engineer, Network, Engineer lab supervisor, invigilator & security) |
| 3 | Provision for 10% buffer computer nodes in each Examination Venue | Medium | Buffer Computer Nodes: 0% to 5%: an amount of Rs. 2,500 per venue per shift. |
| 4 | Setup CCTV Cameras for surveillance and make recordings available | High | If deficiency in recording is observed on the CCTV recordings submitted by Service Provider, then an amount of Rs. 1,500 per defaulting venue per shift. |
| 5 | If error is found in scores as per defined standard during result processing activities | High | An amount of 25% of the (basic quoted fee) x no. of affected candidates subject to a maximum of 2% of work order for that examination. |
| 6 | 100% capture of biometric and photo capture before the exam | High | If 100% photo and biometric of candidates are not captured, an amount of 5% of the (basic transaction fee) * no. of affected candidates subject to a maximum of 10% of work order for that examination. |
| 7 | If exam questions /answer keys get leaked before the examination | High | The re-examination shall be conducted free of cost by the Service Provider failing which JCI may impose an amount of 100% of the value of price quoted by bidder for that shift. |
| 8 | Allotment of wrong-duration of examination time. | High | Conduct examination again for candidates free of cost. Provider failing which JCI may impose an amount of 100% of the value of price quoted by bidder for that shift. |
| | Delay in submission of scores No amount for submission of scores up to 3 working days | | Nil |
| | From 4th day till 10 days | | 5% of (total basic quoted fee, subject to minimum Rs.5,000) |
| 9 | From 11th Day till 20 days | High | 10% of (total basic quoted fee, subject to minimumRs.10,000/-) |
| | Beyond 20 days | | 15% of (total basic quoted fee, subject to minimumRs.20,000/-) |
| | Beyond 30 days, until submission of the scores | | A flat amount of Rs.20,000/- plus an additional Rs.2,500/- per day for subsequent days of delay |
| 10 | Sending Attendance Shects | High | Must ensure sending of Attendance sheets by email copy in bunch of 50 units as PDF File (200DPI) by end of the day of the exam failing which JCl may imposes an amount of Rs 500 /– per venue. |
| | | | For delays beyond 24 hours @ Rs.1,000/- for each day of delay. |
| 11 | Dispatch of hard-copies of Attendance sheet &Corporation copy to the | Medium | Within 48 hours dispatch; No amount |
| 12 | Corporation Availability of Web Portal for applicants to fill in applications: To be available 15 days after the issuance of work order | High | Every additional day after day of examination, Rs. 1,000/- per day Rs.5,000/- for each day of delay. Beyond 10 days (11th day onwards) Rs.10,000/- |
| 13 | Performance of Web Portal: should be seamless, compatible to all browsers (including mobiles) | High | Rs.5,000/- for every 1 hour of continuous blackout |

Damages: - In case of breach of any / all obligations stipulated in the work order by the Service Provider and/or if the Service provider fails to perform, execute and/or maintain the required progress of work awarded under the contract, to the satisfaction of the Corporation, the Service Provider shall be liable to pay damages to the Corporation not exceeding 10% of the order / contract value, addition to forfeiture of security deposit account.

Completion Time: - The time for completion of any notified vacancy shall be 60 days from the closing date of receipt of applications, which may upon discretion of the competent authority be extended or relaxed if situation so warrants.

Termination of Work Order – During the period of contract either of the party shall be at liberty to terminate the operation of this work order with 30 days prior notice to be served on the other party. However, during the ongoing recruitment process against any advertised post this clause shall not be given effect to until the assigned recruitment process is completed.

Disputes Resolution & Governing Laws: Any dispute, difference or controversy of whatsoever nature between the parties arising out of or in relation to this RFP/contract, the dispute shall be in the first instance be attempted to be resolved amicably through discussions/negotiations between the parties. Further all questions, disputes and/or differences arising under or in connection with the RFP/contract or touching or relation to construction, meaning scope, performance, operation or in effect of the RFP/contract same or the validity or the breach thereof, which is not resolved amicably within 15 days, such matter or matters shall be referred for Arbitration. The Arbitrator (other than the employee of the parties thereto) shall be Sole Arbitrator to be mutually appointed by both parties within a period of 15 days, failing which the sole Arbitrator to be mutually appointed by both parties within a period of 15 days, failing which the Sole Arbitrator shall be appointed as per the provisions of the Arbitration and Conciliation Act 1996 as amended and the decision/award of the Sole Arbitrator shall be final and binding upon the parties hereto. The language of the arbitration shall be English and the seat of the arbitration shall be at Kolkata.

In case the award passed by the arbitrator, is assailed/referred before the court of law, the same shall be exclusively subject to the jurisdiction of Courts at Kolkata.

This RFP/ Contract shall be interpreted and constructed in accordance with Indian laws and only the Courts at Kolkata shall have exclusive jurisdiction over any matters arising out of this RFP/Contract.

10. Terms of Payment

- The payment to be made on each work order separately.
- No advances to be paid
- Invoice to be submitted after within 15-20 working days after completion of the work related to a particular work order.
- Any recoveries, penalties related to a particular work order to be adjusted from the invoice related to that work order only.

Contract Period – The Contract will be valid for a period of 5 years. Either party should give prior one month notice period for closure of the contract before expiry of the contract period. Further from the date of agreement the successful bidder should submit audited accounts and ITR after completion of every financial year during the tenure of the contract period.

THE RFP DOCUMENT TO BE SIGNED AND SEALED IN ALL PAGES AND TO BE UPLOADED.



13.1 Non- Disclosure Agreement (NDA)

[On Company Letterhead]

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

WHEREAS

The "Purchaser" has issued a public notice inviting various organizations to propose for hiring services of a company for provision of services to JCI (hereinafter called the "Project") of the Purchaser;

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

Purchaser and the Bidder agree as follows:

- In connection with the "Project", the Purchaser agrees to provide to the Bidder a Detailed Document
 on the Project vide the Request for Proposal. The Request for Proposal contains details and
 information of the Purchaser operations that are considered confidential.
- The Bidder to whom this Information (Request for Proposal) is disclosed shall:
 - 1. Hold such Information in absolute confidence with the same degree of care with which the Bidder protects its own personal, confidential and proprietary information;
 - 2. Use the Information only as needed for the purpose of bidding for the Project;
 - Except for the purpose of bidding for the Project, not copy or otherwise duplicate such Information or knowingly allow anyone else to copy or otherwise duplicate such Information;
 - 4. Undertake to document the number of copies it makes with regard to the project, and on completion of the bidding process and in case unsuccessful, promptly return to the Purchaser, all Information in a tangible form or certify to the Purchaser that it has destroyed such Information as relating to the project.
 - 5. The Bidder shall have no obligation to preserve the confidential or proprietary nature of any Information which:
 - Was previously known to the Bidder free of any obligation to keep it confidential at the time of its disclosure as evidenced by the Bidder's written records prepared prior to such a disclosure; or
 - Is or becomes publicly known through no wrongful act of the Bidder; or
 - O Is independently developed by an employee, agent or contractor of the Bidder not associated with the Project and who did not have any direct or indirect access to the Information.
- The Agreement shall apply to all Information relating to the Project disclosed by the Purchaser to the Bidder under this Agreement.
- The Purchaser will have the right to obtain an immediate injunction enjoining any breach of this
 Agreement, as well as the right to pursue any and all other rights and remedies available under
 statutes or in equity for such a breach.
- Nothing contained in this Agreement shall be construed as granting or conferring rights of license or otherwise, to the bidder, in any of the Information. Notwithstanding the disclosure of any Information by the Purchaser to the Bidder, the Purchaser shall retain title and all intellectual property and proprietary rights to the Information. No license under any trademark, patent or copyright, or application for same that are now or thereafter may be obtained by such party is either granted or implied by the conveying of Information. The Bidder shall not alter or obliterate any trademark,

trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Purchaser on any copy of the Information, and shall reproduce any such mark or notice on all copies of such Information.

- This Agreement shall be effective from the date the last signature is affixed to this Agreement and shall continue in perpetuity.
- Upon written demand of the Purchaser, the Bidder shall (i) cease using the Information, (ii) return the
 Information and all copies, notes or extracts thereof to the Purchaser forthwith after receipt of notice,
 and (iii) upon request of the Purchaser, certify in writing that the Bidder has complied with the
 obligations set forth in this paragraph.
- This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the parties. This Agreement may be amended or modified only with the mutual written consent of the parties to the contract. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.
- CONFIDENTIAL INFORMATION IS PROVIDED "AS IS" WITH ALL FAULTS. IN NO EVENT SHALL THE PURCHASER BE LIABLE FOR THE ACCURACY OR COMPLETENESS OF THE CONFIDENTIALINFORMATION.
- This Agreement shall benefit and be binding upon the Purchaser and the Bidder and their respective subsidiaries, affiliate, successors and assigns.
- Agreement shall be governed by and construed in accordance with the Indian laws.

| For and on behalf of the Bidder | |
|---------------------------------------|-----|
| (Signature) | |
| (Name of the Authorized Signatory) Da | ite |
| Address & Location: | |



13.2 Undertaking on Patent Rights

[Company letterhead]

To Senior Manager HR The Jute Corporation of India Ltd. 15N, Nellie SenguptaSarani, 7th Floor, Kolkata – 700 087

Sub: Undertaking on Patent Rights

Sir,

I/We as Service Provider (SP) do hereby undertake that none of the deliverables being provided by us is infringing on any patent or intellectual and industrial property rights as per the applicable laws of relevant jurisdictions having requisite competence.

Date:

- 1. I/We also confirm that there shall be no infringement of any patent or intellectual and industrial property rights as per the applicable laws of relevant jurisdictions having requisite competence, in respect of the equipment, systems or any part thereof to be supplied by us. We shall indemnify JCI against all cost/claims/legal claims/liabilities arising from third party claim in this regard at any time on account of the infringement or unauthorized use of patent or intellectual and industrial property rights of any such parties, whether such claims arise in respect of manufacture or use. Without prejudice to the aforesaid indemnity, the SP shall be responsible for the completion of the supplies including spares and uninterrupted use of the equipment and/or system or any part thereof to JCI and persons authorized by JCI, irrespective of the fact of claims of infringement of any or all the rights mentioned above.
- 2. If it is found that it does infringe on patent rights, I/We absolve JCI of any legal action.

Yours faithfully,

Authorized Signatory Designation



13.3 Undertaking on Pricing of Items of Technical Response

To
Senior Manager HR
The Jute Corporation of India Ltd.
15N, Nellie SenguptaSarani, 7th Floor,
Kolkata – 700 087

Sub: Undertaking on Clarifications sent to JCI

Sir,

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

[Date]

Yours faithfully,

Authorized Signatory Designation



13.4 Undertaking on Service Level Compliance

[Company letterhead]

To
Senior Manager HR
The Jute Corporation of India Ltd.
15N, Nellie SenguptaSarani, 7thFloor,
Kolkata – 700 087

[Date]

Sub: Undertaking on Service Level Compliance

Sir,

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

Yours faithfully, Authorized Signatory Designation

END of DOCUMENT

