

**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/2023-24**



#### 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 with the required information to assist in 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 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 falls below MSP.

### **1.2. Objective of the Project:**

To undertake the mandated functions of JCI, the Corporation has to appoint manpower 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, an 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 capitals of West Bengal, Odisha, Assam & Bihar. However, JCI reserves the right to add or alter places of examination and the decision of JCI 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, 7<sup>th</sup> 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**

- i. JCI invites responses ("Proposals") to this Request for Proposals ("RFP") from Companies/Firms/Agencies ("Bidders") for selection of "BIDDER".
- ii. 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 for secured 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
- l. 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 examinations lot/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.
- c) 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.
- i) 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 timeframe.
- k) Ensure that the timelines are strictly adhered to, and ensure resolution within timelines set out by 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.
- n) Ensure that no personal/private information relating to candidates is shared with any unauthorized entity.
- o) Ensure maintaining sanctity of the examination at all costs. 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 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 the 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.
- u) 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 in





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 Pre-requisites
    - 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 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 the 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 must 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 manner that 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 the 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 A pool of questions will be created topic-wise/subject-wise with proper tagging of difficulty level of each question item.
- 1.4.8 A complete set of question papers would be generated from the pool of questions through a computerized program just before downloading the question paper for the examination.
- 1.4.9 Ensure that the question papers have similar difficulty levels 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 The 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 papers 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 Centers.
  - 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 & registration 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 the Exam Centre has the required suitable Hardware, Software, Internet, and LAN connectivity for conducting Examination.
- 1.5.14 To ensure UPS facilities and Generator facilities 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 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 one 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 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 The 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 processes involved for conducting 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, Keyboards 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 facilities to candidates in coordination with 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 must 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 must 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 based on 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 inches
Processor	CPU Speed: 1.5 GHz or above.
RAM	2GB or higher
Others	<ul style="list-style-type: none"> <li>• USB disabled; Keyboard disabled during exam after login.</li> <li>• Proxy disabled (Direct Internet)</li> <li>• All mouse/key clicks are to be recorded for each client with time stamp for audit purposes. (In milliseconds)</li> <li>• All responses to be recorded upon in real-time.</li> <li>• Internet disabled.</li> </ul>

- 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 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 JCI 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 each exam 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 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 the company's own data centre in a secure 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 as per the requirement of JCI.
- 1.9.5 Provide a link for publication of written score within a week of 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 must be submitted in Hard Copy and Soft Copy on CDROM or otherwise as specified.

#### 6. Indicative Examination Data for a Period of 4 Years

Sl. No.	Position and Scale of Pay (I.D.A)	Upper Age limit will be as on the 1 <sup>st</sup> date of publishing the advertisement	Minimum Qualification will be as on the 1 <sup>st</sup> date of publishing the advertisement	No. of Posts*
1	Junior Inspector Rs. 21,500-86,500/-	30 yrs.	i) Pass in class 12 or equivalent	39
			ii) 3 Years' Experience in purchase/sale of raw jute; its grading and assorting /bailing/storage/transportation iii) Ability to use computers	
2	Junior Assistant Rs. 21,500-86,500/-	30 yrs.	i) Graduate or equivalent from a recognized university	40
			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.	21
			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 and is subject to changes.

#### 7. Overall Evaluation Process

- 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.
- The bids of the bidders found successful in respect of their technical bids shall be informed accordingly by JCI. Consequently 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 financial years, as on 31st March 2023.	Requisite registration documents as applicable to be provided
2	<b>Power of Attorney from the bidder</b> , 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. <b>1 crore 60 Lacs</b> during each of the last three financial years (i.e., 2020-21, 2021-22, 2022-23) with positive net worth as on <b>31.03.2023</b> 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 2022-23	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
<p><b>Note:</b></p> <p><b>1. Suppression of information / facts would lead to summary disqualification of the bid submitted.</b></p> <p><b>2. Consortium in any form is not allowed in this bid.</b></p>		



## 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 (Ts) for the bidder:

Sl. No.	Details	Evaluation	Marks
			100
1	<b>Average Turnover of the Company</b>	Units	15
	Turnover $\geq 4$ Cr	15	
	Turnover $\geq 3.5$ Cr < 4 Cr	10	
	Turnover $\geq 3$ Cr but < 3.5 Cr	9	
	Turnover $\geq 2.5$ Cr but < 3 Cr	6	
	Turnover $\geq 2$ but < 2.5 Cr	2	
	Turnover $\geq 1.6$ Cr but < 2	1	
	Turnover < 1.6 Cr	0	
	Proof: Average turnover of the company for the last five financial year ending 2022-2023. The document to be certified by CA and uploaded.		
2	<b>Net Profit (as % of Turnover) of the Company for the last five financial year ending 2022-2023. The document to be certified by CA and uploaded.</b>	Units	10
	Net Profit $\geq 15\%$	10	
	Net Profit $\geq 12\%$ but < 15%	7	
	Net Profit $\geq 10\%$ but < 12%	5	
	Net Profit $\geq 7\%$ but < 10%	4	
	Net Profit $\geq 5\%$ but < 7%	1	
	Net Profit but < 5% or No profit	0	
3	<b>Conducting of Computer Based exams for GOVERNMENT/PSU/Govt. Undertakings for the FY 2017-18, 2018-19, 2019-2020, 2020-21, 2021-22 through CBT (with minimum candidates per exam)</b>	10,000	10
	Conducted more than 5-7 exams	10	
	Conducted 4-6 exams	8	
	Conducted 3-5 exams	5	
	Conducted 2-3 exams	3	
	Conducted 1 exam	1	
	Proof: Client's Certification (or) Work order from any client to be uploaded.		
4	<b>Infrastructure for Data Centre / Disaster Recovery (DR)</b>	Units	10
	DC & DR Owned by Service Provider	10	
	DC owned by Bidder, DR Hired from different sources	7	
	Both DC & DR Hired	5	
	Solution offered through Cloud (within India)	2	
	Solution offered through cloud (cloud outside Indian territory) will not be considered	1	
	Proof: Audit certificate from any 3 <sup>rd</sup> Party Auditor of DC & DR / Cert-In certification		
5	<b>Type of ownership of Computer Nodes</b>	45,000 units Country Wide	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 <sup>rd</sup> party audit certificate/ client's audit certificate		
6	General Manpower Strength of Service Provider on their pay roll as on 31 <sup>st</sup> March 2023	Units	10
	>=500	10	
	More than equal 450 but <500	8	
	More than equal to 400 but <450	6	
	More than equal to 300 but <350	5	
	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).		10
	Software Security	5	
	Application hosted in Secure environment	2	
	Application ensures data transfer with encryption	1	
	Application hosted exclusively at each site	1	
	Application keeps timestamp of entries	1	
	Infrastructure Security	5	
	Each system being sanitized before exam	2	
	Exposure of Server blocked beyond DC	1	
	Only Application is installed in terminals	1	
	Local terminal/system does not hold data	1	
8	ISO Certification		
8a	CMMi Level in Development (Proof of Document to be uploaded).		5
	CMMi Level 5	5	
	CMMi Level 4	3	
	CMMi Level 3//Equivalent ISO9001	1	
	CMMi certification as proof		
8b	CMMi Level in Services (Proof of Document to be uploaded).		5
	CMMi Level 5	5	
	CMMi Level 4	3	
	CMMi Level 3	1	
9	Presentation		15



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. Bid Documents
- iii. Undertaking on Patent Rights
- iv. Undertaking on Service Level Compliance
- v. 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.

1. 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.
  - j) Key Deliverables such as Question Bank Project Management, reporting and review methodology.
  - k) Bidder's experience in all the project related areas as highlighted in Bid evaluation criteria.
  - l) Bidder must provide the team structure and the resumes of key officials responsible for the management of this project. Termination in case of wrongdoing
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 exam (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	B	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 including typing test per candidate per exam (inclusive of application processing & examination). Both the tests i.e., CBT and typing test shall be considered as 1 (single test) / exam.
- The successful bidder will receive the cost towards conduct of examination (CBT) per candidate only for those cases/candidates **against whom an admit card has been issued.**
- Price should be written both in figures and words.
- Rates shall be quoted based on "per candidate per exam" and shall include all levies in respect of things mentioned in the paras related to the scope of work including any incidentals thereof.
- The lowest Commercial bid will be determined based on the 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 entire contract period.
- **The price to be quoted considering conducting of typing test for the post of Junior Assistant on the same day as CBT or any other day for the number of candidates as decided by the Corporation.**
- 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 QCBS

### Technical Score

- a) The bidder with highest technical bid (H1) will be awarded 100% score.
- b) Technical Score of a Bidder =  $[(\text{Technical Mark of the Bidder} / \text{Technical Mark of H1 Bidder}) \times 100] \%$
- 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 =  $[(\text{Financial quote of L1 Bidder} / \text{Financial quote of the Bidder}) \times 100] \%$
- 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)
A	B	C	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 amount to finalization of the contract. Upon the successful bidder's furnishing of interest free performance security (as per attached format) @ 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.

### 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 based on 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 regarding the Bid having been accepted by JCI, both the parties i.e., JCI and successful bidder shall enter into a contract (as per service contract format attached). JCI shall have the right to cancel 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 comply with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which case, JCI will be free to take the necessary decision in this regard.





## 9. Service Level Agreement (SLAs)

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

Sl. 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	I. 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.
9	Delay in submission of scores No amount for submission of scores up to 3 working days	High	Nil
	From 4 <sup>th</sup> day till 10 days		5% of (total basic quoted fee, subject to minimum Rs.5,000)
	From 11th Day till 20 days		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 Sheets	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 JCI 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's copy to the Corporation	Medium	Within 48 hours dispatch: No amount Every additional day after day of examination, Rs. 1,000/- per day
12	Availability of Web Portal for applicants to fill in applications: To be available 15 days after the issuance of work order	High	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

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, in addition to forfeiture of security deposit account / performance security.



**Completion Time:** - The time for completion of any notified vacancy shall be 60 days from the closing date of receipt of applications, which may on the discretion of the competent authority be extended or relaxed if the 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, 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 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 / test conducted separately.
- No advances to be paid.
- Invoice to be submitted 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 4 years. 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, The Jute Corporation of India Ltd., on the one hand, (hereinafter called the "JCI") and, on the other hand, [Name of the bidder] (hereinafter called the "Bidder") having its registered office at [Address]

## WHEREAS

"JCI" has issued a public notice inviting various organizations to propose hiring services of a company for provision of services to JCI, i.e., conduct of Computer Based Test (CBT) (hereinafter called the "Project") of JCI.

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

Bidder agree as follows:

- In connection with the "Project", the JCI 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 JCI 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.
  3. Except for the purpose of bidding for the Project, do 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 JCI, all Information in a tangible form or certify to the JCI 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
    - 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 JCI to the Bidder under this Agreement.
- The JCI will have the right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue 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 JCI to the Bidder, the JCI 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 JCI 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 JCI, the Bidder shall (i) cease using the Information, (ii) return the Information and all copies, notes or extracts thereof to the JCI forthwith after receipt of notice, and (iii) upon request of the JCI, 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 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 JCI BE LIABLE FOR THE ACCURACY OR COMPLETENESS OF THE CONFIDENTIAL INFORMATION.
- This Agreement shall benefit and be binding upon the JCI 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) Date

Address & Location:





### 13.2 Undertaking on Patent Rights

[Company letterhead]

To

Date:

Senior Manager HR

The Jute Corporation of India Ltd.

15N, Nellie Sengupta Sarani, 7th Floor,

Kolkata – 700 087

#### Sub: Undertaking on Intellectual Property Rights/ 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/or industrial property rights as per the applicable laws of relevant jurisdictions having requisite competence.

1. I/We also confirm that there shall be no infringement of any patent or intellectual and/ or 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  
Designation

Signatory



13.3 Undertaking on Pricing of Items of Technical Response

To

[Date]

Senior Manager HR

The Jute Corporation of India Ltd.

15N, Nellie Sengupta Sarani, 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 by us.

Yours faithfully,

Authorized  
Designation

Signatory





#### 13.4 Undertaking on Service Level Compliance

**[Company letterhead]**

To  
Senior Manager HR  
The Jute Corporation of India Ltd.  
15N, Nellie Sengupta Sarani, 7<sup>th</sup> Floor,  
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



## SERVICE CONTRACT

This Services Agreement (hereinafter referred to as "Agreement") is made on

### BETWEEN:

**The Jute Corporation of India Ltd**, a Government of India Enterprise, under Ministry of Textiles, (hereinafter referred to as the JCI/ First Party for brevity) having their head office at 15 N, Nellie Sengupta Sarani, 7<sup>th</sup> Floor, Kolkata – 700087 which expressions shall unless excluded by or repugnant to the context include its representatives, successors or permitted assigns of the one part AND -

..... a company incorporated under the provisions of the Companies Act, 1956, having its Registered Office at: ..... **represented by its duly authorized** ..... (hereinafter referred to as "Second Party/ SERVICE PROVIDER"), which expression shall unless excluded by or repugnant to the context include its representatives, successors or permitted assigns of the other part.

JCI and SERVICE PROVIDER hereinafter individually referred as the "Party" and collectively as the "Parties."

**WHEREAS SERVICE PROVIDER** is a .....

**AND WHEREAS** JCI had invited tenders for engagement of Service Provider for conducting End to End Computer based Test for direct recruitment of various vacancies in JCI, and pursuant thereto the Second Party had submitted its bid and on being declared successful, the Second Party agreed to perform such services for JCI and the contract was awarded vide Letter of Intent dated .....

**AND WHEREAS** the Parties have thought it expedient to put forth the terms and conditions in writing as hereinafter appearing.

### NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS

1. The following documents shall be deemed to form and be read and construed as part and parcel of this Contract, viz:

Sl. No.	Document
1	Contract Rate - Annexure 1 Letter of Intent/ Award dated .....
2	SLA & Scope of Work - Annexure 2 RFP/ Tender No. JCI/HO/Pers./CBT/21-22 dated .....
3	Pre-Bid Queries for JCI/HO/Pers./CBT/21-22 Replies thereof as Annexure 3
4	Performance Bank guarantees No. _____ Dated _____ of Rs. _____ /- (Rupees _____ Only) Issued by _____ Bank _____ . Valid up to _____





## 2. Services:

SERVICE PROVIDER shall provide the services in accordance with the tender document attached herewith as ANNEXURE 2 to JCI under this Agreement in the manner and of the terms & conditions contained herein. Any Services not given as part of the Scope of Work in the Letter of Award (hereinafter referred to as "LOA") will be considered as additional services.

SERVICE PROVIDER shall comply with the instructions provided by JCI from time to time relating to the performance of the Services, duties, and obligations under this Agreement. The Services rendered by SERVICE PROVIDER shall be subject to regular review by JCI. JCI shall provide a framework with the exact nature of Deliverables expected out of the aforesaid Services.

Service Provider is to be solely liable for any discrepancies/ malpractices or any other act/omission which will infringe the rights of the third party during the pre-examination phase, examination phase and post examination phase covered under the Scope of Work (SOW).

## 3. Payment of Fees and Expenses:

In consideration of the Services to be provided by SERVICE PROVIDER, and charges as described in the LOA document which shall be executed between both parties hereof, attached as **(ANNEXURE - 1)**.

SERVICE PROVIDER shall raise its invoice of the Fees as per the **Prices specified in the LOA** and after JCI has confirmed the counts of Applicants/ Candidates/ Assessments conducted during the period. SERVICE PROVIDER shall send the data to JCI on frequency of weekly/fortnightly/monthly basis or as mutually decided upon by both parties and it would be JCI's responsibility to confirm the same or bring any discrepancy in the data to the notice of SERVICE PROVIDER within [15] working days of receipt of such information, else the same shall be deemed to be confirmed by JCI.

All payments by JCI to SERVICE PROVIDER under this Agreement shall be made as per LOI from the date of receipt of the Invoice, subject to deduction of all applicable taxes, for the time being in force.

Any dispute with an invoice should be brought to the notice of the SERVICE PROVIDER within fifteen (15) working days from the date of receipt of the invoice. No payments due to SERVICE PROVIDER shall be held back by JCI if the dispute has not been communicated and such holding back of the payment has not been mutually agreed. Even in such a case, where both SERVICE PROVIDER and JCI have acknowledged a dispute, JCI shall release payments pertaining only to the undisputed portion of the invoice.



**4. Performance Bank Guarantee:**

Performance Bank Guarantee for a sum of Rs. \_\_\_\_\_ drawn from a \_\_\_\_\_-Bank in favour of The Jute Corporation of India has been duly submitted as per the details below:

Bank Guarantee No.:

Validity:

**5. Terms and Conditions:**

The terms which are not specifically mentioned or otherwise shall be covered as per the document Annexure 2 which shall be read as part of the terms and conditions of this contract.

If any deviations occur in the approved SOP/SOW by the Service Provider, the SERVICE PROVIDER shall be given a cure period of 30 days to rectify/remedy its defaults/defects/shortcomings. The SERVICE PROVIDER shall be provided with a fair chance of personal hearing by a competent authority before imposing any damages.

**6. Duration of Contract:**

This Contract shall come into effect from \_\_\_\_\_ and shall be valid and operative for a period of **4 (years)** years for conducting end to end online CBT recruitment examinations for JCI.

**7. Non-Compliance Charges**

JCI shall have a right to levy non-compliance charges as per the following:







Sl. 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	An amount of Rs. 1,000 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) * 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 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 revenue 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 Service Provider for that shift.
8	If 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
9	Delay in submission of scores No amount for submission of scores up to 3 working days	High	Nil
	From 4th day till 10 days		5% of (total basic quoted fee, subject to minimum Rs. 5,000)
	From 11th Day till 20		10% of (total basic quoted fee, subject to minimum Rs.





	days		10,000/-)
	Beyond 20 days		15% of (total basic quoted fee, subject to minimum Rs. 20,000/-)
	Beyond 30 days, until submission of scores		A flat amount of Rs. 20,000/- plus an additional Rs. 2,500/- per day for subsequent days of delay
10	Sending Attendance Sheets	High	Must ensure sending of Attendance sheets by email copy in bunch of 50 units as PDF File (200DPI) by end of the exam failing which JCI may impose an amount of Rs. 500/- per venue.  For delays beyond 24 hours @ 1,000/- for each day of delay
11	Dispatch of hard copies of Attendance sheet & Corporation copy to the Corporation	Medium	Within 48 hour dispatch: No amount  Every additional day after day of examination Rs. 1,000/- per day
12	Availability of Web Portal for applicants to fill in applications: To be available 15 days after the issuance of work order	High	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

JCI shall raise its concerns or objections to the SERVICE PROVIDER within 30 days of the said examination being conducted. JCI shall not impose any damages on the SERVICE PROVIDER if no objections are raised within the stipulated time. Any deficiency observed during the pre-examination period shall be communicated to the SERVICE PROVIDER prior to the said examination being conducted. However, mere failure to observe or communicate any deficiency will not absolve the Service Provider of its liability under this contract.

The total cumulative penalty in such circumstances shall not exceed 10% of the Invoice value for the particular examination giving rise to such penalty.



## 8. Damages

In case of breach of any/ all obligations stipulated in the work order and/ or in this contract 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, in addition to forfeiture of security deposit in the form of Bank Guarantee.

## 9. Representations & Warranties

SERVICE PROVIDER warrants and represents to JCI that:

- (a) It has full power and authority to enter into this Agreement and perform the Services and it has necessary infrastructure to duly perform the Services under this Agreement.
- (b) It has all the requisite licenses and permits as required under applicable laws and that any of the terms of this contract does not conflict with, or result in breach of or default under applicable law, or any order, writ, injunction or decree of any court or governmental authority or any RFP/ Contract, written or oral, to which it is a party.
- (c) It shall render the Services and perform its obligations and duties under this Agreement accurately and in accordance with instructions, specifications, procedures, standards, guidelines, timeframe, if any, as are issued from time to time, by JCI for the performance of the services to the satisfaction of JCI.
- (d) It shall be responsible for payment of service, corporate and personnel taxes if any, and shall indemnify and hold harmless JCI for any liability in this connection.
- (e) It shall perform the Services under this Agreement in such manner as to not adversely affect the reputation and the goodwill of JCI or their business associates.
- (f) It shall maintain proper and accurate records relating to the conduct of the Services, if any, under this Agreement during the term of this Agreement and shall at the request of JCI provide them with access to all the records and copies for audit purposes.
- (g) It shall obtain all necessary Government and other regulatory approvals for performance of the Services under this agreement.

Similarly, JCI warrants and represents to SERVICE PROVIDER that.

- (a) It has full power and authority to enter into this Agreement.
- (b) It shall obtain all necessary Government and other regulatory approvals for appointing a SERVICE PROVIDER to render the Services under this Agreement.





- (c) JCI has all the necessary licenses, permissions rights, approvals, legal affiliations and related statutory documents relating to the examination which is undertaken by it.

**10. Review of Services, Records and Quality Standards**

The Parties may constitute a co-ordination committee consisting of key personnel from both the Parties. This committee will meet at such regular intervals as may be mutually agreed, to discuss JCI's requirements, plans, SERVICE PROVIDER's performance JCI's quality standards, change in JCI's requirements, etc. SERVICE PROVIDER and JCI will appoint one coordinator each, as a one-point contact for resolving any issues pertaining to the Services performed by SERVICE PROVIDER's personnel.

SERVICE PROVIDER shall retain all the records pertaining to the services carried out on behalf of JCI for a period of \_\_\_\_\_ post submission of all the records in hard & soft copy formats. The data shall be discarded unless JCI specifically warrants in writing to keep the records for a longer period than 3 months subject to mutual acceptance by both parties.

JCI and SERVICE PROVIDER will define acceptable Service Levels at every stage of the process based on broad parameters of efficiency, turn-around times, and accuracy.

**11. Intellectual Property Rights.**

It is agreed that the Tests/Assessment procedures, Templates, Question Bank will be designed and developed by the JCI and deployed by SERVICE PROVIDER on behalf of JCI on SERVICE PROVIDER's Test Engine. This in no way means any sale, assignment or transfer of ownership or transfer of Intellectual rights. SERVICE PROVIDER will be entitled to use the same solely in terms of the Agreement and in no other manner.

The intellectual property rights of the test and all materials involved in the designing of the test and other related material provided by the JCI belongs to the JCI. Nothing in the Agreement shall prejudice or affect the JCI's right to use the same.

SERVICE PROVIDER is the owner and holds the intellectual property rights of the Base Software. All Deliverables created or developed under this Contract the copyright and other intellectual property rights, shall be the sole and exclusive property of SERVICE PROVIDER.

SERVICE PROVIDER owns the source code of the Registration portal and Test Engine Software together with all associated rights, title, and interest. SERVICE PROVIDER has full rights to use, copy, install, perform, display, modify and create derivative works in connection with the Deliverables.

On the termination of this Agreement, JCI shall cease to have access to the Software in any manner whatsoever. SERVICE PROVIDER shall maintain the records of such examination for a period of one year after the period of the examination.



## 12. Confidential Information

Either party shall hold in confidence all confidential information obtained, received from the other and shall not disclose the same to any third party without prior written consent of the other, during the term of this Agreement and for a period of two (2) years from the date of termination and/or expiry of this Agreement. Further, unless prior written consent of the either party is obtained, the other Party shall not use the above-mentioned information for any purpose other than the purpose contemplated under this Agreement.

"Confidential information", excluding candidate registration & assessment data, means all information, marked, designated as such by either party in writing together with all such information which relates to the business affairs, products, developments, trade secrets, know-how, personnel, employees, organizational practices, customers, and suppliers of either party or which may be reasonably regarded as the Confidential Information of the disclosing party. This Clause shall survive the expiration or termination of this Agreement.

Confidential Information excludes information that: (i) can be shown with documents as already known to the Receiving Party at the time that it is disclosed to Receiving Party; (ii) is in or comes to public domain through no fault, wrongful act or breach of this Agreement on the part of the Receiving Party; (iii) has been independently developed by Receiving Party without breach of this Agreement or infringement of the proprietary rights of Disclosing Party; (iv) has been rightfully received from a third-party without restriction on disclosure and without breach of this Agreement; (v) has been approved in writing for disclosure by Disclosing Party; (vi) has been disclosed pursuant to a requirement of government agency or law; (viii) has been disclosed in written, graphic or other tangible form to general public unless clearly designated in writing as "confidential" or "proprietary".

The Service Provider/ Second Party shall not disclose the contents of the question/ examination paper pertaining to the CBT, before the conduct of the said CBT to anyone including JCI officials under any circumstances.

## 13. Termination

- (a) Subject to other terms and conditions, the Service Provider/ ..... may terminate this Agreement in the following circumstances:
- (i) If JCI breaches any of the terms and conditions of the contract and fails to rectify the said breach within a period of 30 days from the date of receipt of written notice from the Service Provider.
  - (ii) If the payments to the Service Provider are delayed beyond the due date and the same is not released/ rectified within a period of 60 (sixty) days from the date of receipt of written notice from the Service Provider.
  - (iii) If JCI at any time during the term of the contract becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Service Provider shall, by a notice in writing have the right to terminate the Contract and all the rights and privileges of JCI hereunder, shall stand terminated forthwith.





(b) JCI may terminate the contract in whole or in part by giving not less than 30 (Thirty) day's written notice to the Service Provider, in the following circumstances: -

- i. If the Service Provider breaches any of the terms and conditions of the contract.
- ii. If the Service Provider fails to render any or all the services within the period(s) specified in the contract or any extension thereof granted by Corporation in writing.
- iii. If the Service Provider, in either of the above circumstances, does not remedy its failure within a period of 30 (thirty) days after receipt of the default notice from Corporation.
- iv. If the Service Provider has engaged in corrupt/ fraudulent or any other unfair practices in completing or in executing the contract. In the event corporation terminate the contract in whole or in part, the Corporation may get such services done, upon such terms and in such manner as it deems appropriate, and the Service Provider shall be liable to Corporation for any risk and costs for such similar services.
- v. In the event Service Provider or its collaborator at any time during the term of the Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Corporation shall, by a notice in writing have the right to terminate the Contract and all the rights and privileges of the Service Provider/ Agency hereunder, shall stand terminated forthwith.
- vi. If the Corporation considers that, the performance of the Service Provider/ Agency is unsatisfactory, or not up-to the expected standard, the Corporation shall notify the Service Provider/ Agency in writing and specify in detail the cause of the dissatisfaction. The Corporation shall have the option to terminate the Contract by giving 30 days' notice in writing to the Service Provider/ Agency, if Service Provider/ Agency fail to comply with the requisitions contained in the said written notice issued by the Corporation.
- vii. Notwithstanding anything to the contrary, the Corporation may terminate the contract with 30 days' notice to the Service Provider/ Agency due to any other reason not covered under the above clauses and in the event of such termination the Corporation shall not be liable to pay any cost or damage to the Service Provider/ Agency except for payment of services as per the Contract up to the date of termination.

#### **13.1 Effect of Termination:**

Upon expiration/termination of this Agreement

- i. JCI shall immediately make payment of the undisputed/ admitted sums owed by it to the other Party prior/ after such termination.
- ii. Each Party shall promptly deliver to the other Party all data and other information acquired/prepared/generated/ developed by it including copies thereof pursuant to this Agreement.



**14. Services beyond the Agreement end date:**

SERVICE PROVIDER and JCI may renew this Agreement or enter into a fresh agreement on mutually agreed terms and conditions before the expiry of this Agreement.

**15. No Partnership**

Nothing in this Contract is to be construed to make party a partner, an agent or legal representative of the other for any purpose. Neither Party has any right or authority to accept any service of process or to receive any notices on behalf of the other Party or to enter any commitments, undertakings, or Agreements purporting to obligate such other Party in any way, or to amend, modify or vary any existing agreements to which such other Party may be a Party. Subject to this agreement, each Party will be solely responsible for compliance with any laws, decrees, regulations, or orders affecting the agents, representatives, advisors, employees, or workers of such Party, and will hold the other Party harmless from any claims whatsoever arising in connection therewith.

**16. Non-employment**

Each Party shall recruit/employ its own employees for the purpose of carrying out its responsibilities/obligations under this Contract and such persons shall not be deemed to be the employees of the other Party for any purpose whatsoever, either during the term of this Contract or thereafter. Each Party shall hold the other Party harmless against any claims made by any employee of such Party, against the other Party.

**17. Non-Solicitation**

Both SERVICE PROVIDER and JCI agree to provide any services in respect of which Confidential and Proprietary information has been exchanged between the Parties. During the period of four years from the date of this Contract both the parties agree not to enter any contract of employment or consultancy, whether on permanent or temporary basis with each other's employees.

**18. Force Majeure**

Neither party shall be liable for any delay or failure in performing any of its obligations hereunder, if such delay or failure either wholly or partly is due to Force Majeure conditions such as floods, earthquakes or other acts of God, or any acts of governmental body or public enemy, wars, riots, embargoes, epidemics, pandemics, fires or any other causes, circumstances, or contingencies beyond the control of such party.

The party affected by such Force Majeure condition shall forthwith notify the other Party/Parties, of the nature and extent thereof, in writing, within seven (7) days after the occurrence of such Force Majeure condition and shall, to the extent reasonable and lawful under the circumstances, use best efforts to remove or remedy such cause with all reasonable





dispatch.

If the Force Majeure condition in question prevails for a continuous period of one (1) month, the parties affected by such condition shall enter bona fide discussions with a view to alleviating its effect on this Contract by agreeing to such alternative agreement as may be fair and reasonable.

**19. Assignment**

Neither this Agreement nor any of the rights, powers or obligations created herein may be assigned in whole or in part, by either party without prior written consent from the other.

**20. Indemnity**

The Service Provider shall indemnify JCI from and against all liabilities, costs, loss, expenses and claims including those from third parties arising or incurred due to the negligence/misconduct/breach of terms of this Contract and/or due to any acts or omissions of the Service Provider party, its agents, employees, invitees or by any other person acting on its behalf.

**21. Waiver**

Failure of either Party at any time to require performance of any provision of this Agreement shall not affect the right to require full performance thereof at any time thereafter, and the waiver by any party of a breach of any provision shall not be taken to be a waiver of any subsequent breach thereof or as nullifying the effectiveness of such provision.

**22. Amendment**

This Agreement shall not be amended, altered, or modified, or any provision herein shall not be waived unless the same is made in writing, expressly referring to this Agreement and signed by the duly authorized representatives of both the Parties, and no verbal Agreement or conduct of any nature related to the subject matter hereof or to the relationship between the Parties will be considered valid and enforceable.

**23.** If any part or provision of this Agreement not being a fundamental nature is held illegal or unenforceable, the validity or enforceability of the remainder of this Agreement shall not be affected if such part, term of provision is severable from the rest of this Agreement without altering the essence of this Agreement. If such part, term, or provision is not so severable, then the whole of this Agreement shall stand terminated, unless the Parties thereupon negotiate in good faith to agree to the terms of a mutually satisfactory provision, achieving as nearly as possible the same commercial effect, to be substituted for the provision so found to be invalid, illegal or unenforceable.

**24.** The clauses, headings and paragraphs contained in this Agreement are for general reference and guidance and shall not be conclusive as to the meaning or the interpretation of this Agreement.

**25.** This Agreement has been executed in two (2) counterparts, each of which shall be deemed an original, and each of which shall constitute one and the same instrument.



26. Any notice or other information required or authorized by this Agreement to be given by either Party to other may be given by hand or sent by registered post A.D., or by courier, or by facsimile transmission or comparable means of communication to the other Party at the following Address.

**The Jute Corporation of India Ltd.**  
**15N, Nellie Sengupta Sarani, 7<sup>th</sup> Floor,**  
**Kolkata-700087**  
**Attention:**

\_\_\_\_\_  
\_\_\_\_\_  
**Attention:**

**27. Dispute Resolution**

All controversy, dispute or disagreement of whatsoever nature between the parties arising out of or in relation to this Contract and/ or relating to the construction, meaning, scope, performance, operation or effect of this agreement or the validity or the breach thereof, shall be in the first instance be attempted to be resolved amicably through discussions/negotiations between the parties and in the event parties are unable to resolve the dispute amicably within a period of 15 days, such disputes or matters shall be referred for Arbitration. The Arbitrator (other than the employee of the parties hereto) shall be a 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.

**28. Governing Law**

This agreement will be governed by the Laws of India and only the Courts at Kolkata shall have exclusive jurisdiction over any matters arising out of this tender/ contract.

**29. Time is of the essence:**

Time shall be of the essence of this contract and of each and every part thereof.

**30. Statutory Compliances:**

The Service Provider shall comply with the provisions of Contract Labour (Regulation & Abolition) Act, 1970, the Contract Labour (Regulation and Abolition) Central Rules, 1971, the Minimum Wages Act 1948, Employee State Insurance Act, 1948, Payment of Wages Act 1936, Workman's Compensation Act 1923, The Employee's Provident Fund Act (Miscellaneous Provisions) 1952, Payment of Bonus Act 1965, Employer's Liability Act 1938, Employment of Children Act 1938; Maternity Benefit Act 1961, and/or any other rules, regulations and statutes as amended from time to time, that is and/or may be applicable to the Service Provider and its employees/ personnel. JCI reserves the right to call for proof of such compliance whenever deemed necessary, and the Service Provider shall abide by the same. The Service Provider shall be solely responsible for violation of any provisions of the above-mentioned legislative





enactments or any other statutory provisions and shall further keep JCI indemnified from all acts of omission, fault, breaches and/ or any claim, demand, loss, injury and expense arising out from the non-compliance with the aforesaid statutory provisions. In case of Service Provider's failure to fulfill any of the obligations hereunder and/ or under the said Acts/rules/regulations or any bye-laws or rules framed under or any of these, JCI shall be entitled to recover any of such losses or expenses, which it may have to suffer or incur on account of such claims, demand, loss or injury, from the Service Provider's monthly payment/Performance Security and/ or through any other legal means.

**IN WITNESS** whereof the parties hereto have hereunto set their respective hands and seals the day and year first above written.

JCI Ltd.	
Name:	Name:
Designation:	Designation:
Date:	Date
Signature and Stamp:	Signature and Stamp:
Witness:	Witness:





## PROFORMA OF BANK GUARANTEE FOR PERFORMANCE

(To be submitted on Stamp Paper of the appropriate value to be purchased in name of the issuing bank)

Date

Beneficiary:

XXXXXX

Performance Bank Guarantee No:

We have been informed that XXXXXXXXXX (hereinafter called "the Supplier") has received purchase order no. XXXXXXXXXX dated XXXXXXXXXX issued by XXXXXXXXXX for XXXXXXXXXX (hereinafter called "the Purchase Order").

Furthermore, we understand that, according to the conditions of the Purchase order, a Performance Bank Guarantee is required.

At the request of the supplier, We \_\_\_\_\_ (name of the Bank), the issuing Bank to furnish the details of its incorporation, and having its registered office at \_\_\_\_\_ and, for the purposes of this Guarantee and where claims are payable, acting through its \_\_\_\_\_ branch presently situated at \_\_\_\_\_ (hereinafter referred to as "Bank" which term shall mean and include, unless to repugnant to the context or meaning thereof, its successors and permitted assigns), hereby irrevocably undertake to pay you without any demur or objection any sum(s) not exceeding in total an amount of **Rs XXXXXX/-** (in figures) (**Rupees XXXXX Only**) (in words) upon receipt by us of your first demand in writing on or before \_\_\_\_\_ (Date) declaring the Supplier to be in default under the purchase order, without caveat or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein. Notwithstanding anything regarding validity of this bank guarantee stated above, this bank guarantee can be invoked within **XX** months of the expiry of the validity period.

Notwithstanding anything contained in the foregoing:

(i) The liability of \_\_\_\_\_ (Bank), under this Bank Guarantee is restricted to a maximum total amount of Rs. \_\_\_\_\_ <Amount in figures and words>.

(ii) The liability of \_\_\_\_\_ (Bank), under this Bank Guarantee is finally discharged if no claim is made on behalf of \_\_\_\_\_ within the expiry period of this Bank Guarantee i.e upto \_\_\_\_\_

(iii) Our liability pursuant to this Bank Guarantee is conditional upon the receipt of a valid and duly executed written claim or demand, by \_\_\_\_\_ (Bank) \_\_\_\_\_ (Address), delivered by hand, courier or registered post, or by fax prior to close of banking business hours on \_\_\_\_\_ (Date) failing which all rights under this Bank Guarantee shall be forfeited and \_\_\_\_\_ (Bank), shall stand absolutely and unequivocally discharged of all of its obligations hereunder. This Bank Guarantee shall be governed by and construed in accordance with the laws of India and competent courts in the city of XXXXXXXX shall have exclusive jurisdiction.

Kindly return the original of this Bank Guarantee to XXXXXXXX upon the earlier of (a) its discharge by payment of claims aggregating to Rs. \_\_\_\_\_ <Amount in figures & words>, (b) Fulfillment of the purpose for which this Bank Guarantee was issued; or (c) <Claim Expiry Date>

All claims under this Bank Guarantee will be made payable at \_\_\_\_\_ (Bank & its Address).

Signature & Stamp of the Authorized representative of the Bank



## INTEGRITY PACT

BETWEEN

**The Jute Corporation of India Limited**  
(Hereinafter referred to as JCI)

AND

.....  
(Name and Address of the Bidder)

(Hereinafter referred to as the "Bidder"/ "Contractor"/ "Service Provider")  
and hereinafter jointly referred to as "Parties")

### Preamble

This pre-bid pre-contract Agreement hereinafter called the Integrity Pact (IP) is made on ..... day of the month of ....., 20... between, on the one hand, The Jute Corporation of India Ltd hereinafter referred to as JCI with its Registered Head Office in Kolkata acting through Shri/ Smt. .... Designation..... of the First Part and M/S..... represented by Shri/ Smt ..... Designation..... herein after called the 'Bidder' or 'Contractor' or 'Service Provider' which expression shall mean and include, unless the context otherwise requires, his/her successors and permitted assigns) of the Second Part.

WHEREAS JCI proposes to procure ..... (Name of Stores/equipment/items/goods/services) and the Bidder/ Contractor/ Service Provider is willing to offer/has offered (stores/equipment /items/goods/services) and WHEREAS the Bidder/Service Provider is a private company/Public company/ Government undertaking/ Partnership etc., constituted in accordance with the relevant law in the matter and the JCI is a Central Public Sector Enterprise having its Head Office in Kolkata and Regional offices/Regional Lead DPCs and Departmental Purchase Centres across six states viz West Bengal, Bihar, Odisha, Andhra Pradesh, Assam and Tripura.

NOW THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudicial dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to enabling JCI to obtain the





desired said stores/equipment/item/goods/services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption of public procurement and enabling the Bidders to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and JCI will commit to prevent corruption, in any form, by its officials by following transparent procedures.

Every Bidder is required to submit their IP, duly signed along with the bid documents in response to the Tender/Bid/EOI/RFP i.e., Request for Proposal issued by JCI and a Bid without this IP Agreement will be disqualified/rejected straightforward.

The two parties viz. JCI and the Bidder(s)/service provider hereby agree to enter into this Integrity Pact and agree as follows:

#### **Article 1: Commitment of JCI**

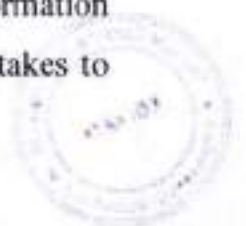
- (1) JCI commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - (a) No employee of JCI, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - (b) JCI will, during the Tender process, treat all Bidder(s) with equity and reason. JCI will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
- (2) If JCI obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or it is in violation of the principles herein mentioned or if



there be a substantive suspicion in this regard, JCI will inform its Chief Vigilance Officer and in addition can also initiate disciplinary action as per its internal laid down policies and procedures.

**Article 2: Commitment of the Bidder(s)**

- (1) It is required that each Bidder (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware. during the tendering process and throughout the negotiation or award of a contract.
- (2) The Bidder(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution.
  - (i) The Bidder(s) will not, directly or through any other person or firm, offer, promise or give to any of JCI's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
  - (ii) The Bidder(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other action to restrict competitiveness or to cartelize in the bidding process.
  - (iii) The Bidder(s) will not commit any offence under the relevant IPC/PC Act. Further, the Bidder(s) will not use improperly (for the purpose of competition or any personal gain), or pass on to others, any information or documents provided by JCI as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically. The Bidder(s) also undertakes to





exercise due and adequate care lest any such information is divulged.

- (iv) The Bidder(s) of foreign origin shall disclose the names and addresses of agents/ representatives in India, if any. Similarly, Bidder(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases, where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
  - (v) The Bidder(s) will, when presenting his/her bid, disclose any and all payments he/she has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- (3) The Bidder(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (4) The Bidder(s) will not, directly or through any other person or firm indulge in any fraudulent practice (means a wilful misrepresentation or omission of facts or submission of fake/forged documents) in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
- (5) The Bidder(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process to get any unjust advantage and/or to influence the tender process).

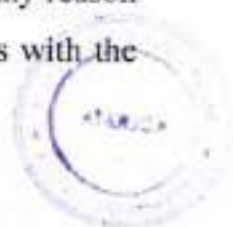
### **Article 3: Sanctions for violation of Integrity Pact**

Without prejudice to any rights that may be available to JCI under law or the Contract or its established policies and laid down procedures, JCI shall have the



following rights in case of breach of this Integrity Pact by the Bidder(s) and the Bidder accepts and undertakes to respect and uphold JCI's absolute right:

- (1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, JCI after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the JCI. Such exclusion may be forever or for a limited period as would be decided by the JCI.
- (2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If JCI has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated the Contract or has accrued the right to terminate the Contract according to Article 3(1), then JCI, apart from exercising any legal rights that may have accrued to JCI, may in its considered opinion forfeit the entire amount of Earnest Money Deposit/ Performance Guarantee and Security Deposit of the Bidder/ contractor as justified.
- (3) Criminal Liability: If JCI obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the JCI has substantive suspicion in this regard, JCI will inform the same to law enforcing agencies for further investigation.
- (4) Any breach of the aforesaid provisions by the Bidder or anyone employed by it or acting on its behalf (whether with or without the knowledge of the Bidder) shall entitle JCI to take all or any one of the following actions as well, wherever required: -
  - (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue.





- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited as stated earlier either fully or partially, as decided by JCI. JCI shall not be required to assign any reason, therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
- (iv) To recover all sums already paid by JCI, and in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a Bidder from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Bidder from JCI in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance' bond/warranty bond, if furnished by the Bidder, in order to recover the payments, already made by JCI, along with interest.
- (vi) To cancel all or any other Contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to JCI resulting from such cancellation/rescission and JCI shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.
- (vii) To debar the Bidder from participating in future bidding processes of the JCI, for a maximum period of five years, but which can be extended at the discretion of JCI.
- (viii) To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract,
- (ix) In cases, where irrevocable Letters of Credit have been received' in respect of any contract signed by JCI with the Bidder, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by JCI to forfeit the same



without assigning any reason for imposing sanction for violation of this Pact.

- (5) JCI will be entitled to take all or any of the actions mentioned at para 1 (i) to (x) of this Pact also on the Commission by the Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- (6) The decision of JCI to the effect that a breach of the provisions of this Pact has been committed by the Bidder shall be final and conclusive on the Bidder. However, the Bidder can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

#### **Article 4: Previous Transgression**

- (1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anti-corruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings of the Bidder as deemed fit by JCI.

#### **Article 5: Equal Treatment of all Bidders**

- (1) JCI will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- (2) JCI will disqualify Bidders, who do not submit, the duly signed Pact between JCI and the Bidder, along with the Tender or violate its provisions at any stage





of the Tender process.

#### **Article 6: Fall clause**

The Bidder undertakes that it has not supplied/ in not supplying similar product/ systems or sub system at a price lower than that offered in its present bid in respect of any other Ministry/ Department of Government of India or PSU and if it is found at any stage similar products/ systems or subsystems was applied by the Bidder to any other Ministry/ Department of Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded.

#### **Article 7: Independent External Monitors**

(1) JCI has appointed following two Independent External Monitors in consultation with the Central Vigilance Commission to review independently and objectively, whether and to what extent the parties have complied with their obligations under this integrated pact.

(i) Sh. Subhashish Sarkar

Retd. Member, Postal Services Board, New Delhi

E-mail: subhashishsarkar53@yahoo.com

(ii) Sh. Upendra Malik

Retd. Special Director General, CPWD, New Delhi

E-mail: upendra.malik@gmail.com

(2) The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

(3) Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The Bidder(s) accepts that the Monitor(s) has the right to access without restriction to all Project documentation of JCI including, that provided by the Bidder. The Bidder will also grant the Monitor(s), upon his request and demonstration of a valid interest, unrestricted and unconditional access to his



project documentation. The same is applicable to Subcontractors. The Monitor(s) shall be, under contractual obligation to treat the information and documents of the Bidder/Subcontractors with confidentiality.

- (4) As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by JCI.
- (5) JCI will provide to the Monitor(s) sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between parties. The parties will offer to the Monitor(s) the option to participate in such meetings.
- (6) The Integrity Pact shall be operated from the date IP is signed by both the parties till the completion of the contract in all respects. After award of the work, the IEMs shall look into any issue of corruption relating to the execution of the contract if specifically raised before them.
- (7) Parties signing the IP shall not approach the courts while representing the matter to IEMs and will wait for their decision in the matter.

#### **Article 8: Duration of the Pact**

- (1) The validity of this Integrity Pact shall be from date of its signing till the complete execution of the contract to the satisfaction of both JCI and the Bidder, including warranty period & Defect Liability period as the case may be, whichever is later. In case the bidder is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- (2) Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intention.





#### **Article 9: Other Provisions**

- (1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Division of the JCI, who has floated the Tender.
- (2) Changes and supplements need to be made in writing. Side agreements have not been made.
- (3) In case of joint venture or partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- (4) In case of sub-contracting, the Principal Contractor shall take the responsibility of adoption of IP by the sub-contractor(s). The Bidder shall be responsible for any violation(s) of the principles laid down in this Agreement/Pact by any of its Subcontractors/sub-vendors. Each sub-contractor is required to sign the IP invariably.
- (5) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (6) It is agreed as term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Pact, any action taken by JCI in accordance with this Integrity Pact or interpretation thereof shall not be subject to arbitration.

#### **Article 10: Legal and Prior Rights**

The Actions stipulated in this IP are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings. All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both



the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....  
(For and on behalf of JCI)

.....  
(For and on behalf of Bidder/ contractor)

**WITNESSES:**

1. ....  
(Signature, name and address)

1. ....  
(Signature, name and address)

Place:

Dated:

**END of DOCUMENT**

