

Government of India  
Ministry of Personnel, Public Grievances and Pensions  
Department of Personnel & Training  
Staff Selection Commission (ER)  
\*\*\*

8<sup>th</sup> Floor, 1<sup>st</sup> MSO Building, Nizam Palace,  
234/4, A.J.C. Bose Road,  
Kolkata – 700020  
Web address: [www.sscer.org](http://www.sscer.org)

## **INVITE TENDER NOTICE**

**FOR**

**“Annual Maintenance Contract for updating & maintenance of Website of  
Staff Selection Commission (Eastern Region), Kolkata”**

**FOR USE IN**

O/o The Regional Director (Eastern Region)  
Staff Selection Commission, Kolkata

Tender No. D-33013/1/2018-Admn

Dated: 05.09.2018

## INDEX

<b>SL. NO.</b>	<b>PARTICULARS</b>	<b>PAGE NO.</b>
1.	NOTICE INVITING QUOTATION	.....
2.	SECTION 1- CHECK LIST OF BIDDERS	
3.	SECTION II-INTRODUCTION AND SCOPE OF WORK	
4.	SECTION III- GENERAL INSTRUCTIONS	
5.	SECTION IV -TERMS AND CONDITIONS	
6.	SECTION V- TECHNICAL BID EVALUATION MATRIX	
7.	SECTION VI- BID FORMAT FOR AMC	
8.	SECTION VII - DETAILS OF CALCULATION PROCEDURE TO BE ADOPTED DURING BID EVALUATION	
9.	SECTION VIII- BIDDERS'S DETAILS	
10.	SECTION IX - LETTER OF AUTHORISATION FOR AITENDING BID OPENING	
11.	SECTION X- DECLARATION FOR NON TAMPERING OF TENDER DOCUMENT	
12.	SECTION XI- DECLARATION REGARDING BLACKLISTING/ NON-BLACKLISTING <i>FROM TAKING PART IN GOVT. TENDER BY SSC/GOVT. DEPT</i>	
13.	SECTION XII - AGREEMENT	

Government of India  
Ministry of Personnel, Public Grievances and Pensions  
Department of Personnel & Training  
O/o The Regional Director (Eastern Region)  
Staff Selection Commission (ER)  
234/4, A.J.C. Bose Road, Nizam Palace,  
1<sup>st</sup> MSO Building, 8<sup>th</sup> Floor, Kolkata – 700020

F.No.D-33013/1/2018-Admn

Dated: 05.09.2018

NOTICE INVITING TENDER

Sealed quotations are invited by Staff Selection Commission (Eastern Region), Kolkata, under Two bid Systems i.e. Technical Bid and Financial Bid from reputed firms capable of providing services for the Annual Maintenance and updation of the official Website of Staff Selection Commission (Eastern Region), at Kolkata for a period of two years from the date of contract. The Quotation documents may be downloaded from the CPP Portal. The Notice Inviting Tender is also available on the Website of Staff Selection Commission (Eastern Region), Kolkata (<http://www.sscer.org>).

The schedule of activity is as follows:

Sl. No.	Activity Description	Time Schedule
1	Time and last date of depositing quotations	12:00 Noon 24 <sup>th</sup> September 2018
2	Date and Time of opening of technical bid	12:30 PM 24 <sup>th</sup> September 2018
3	Date and Time of opening of financial bid	12:30 PM 27 <sup>th</sup> September 2018
4	Services to be offered	Annual maintenance & updation of Website
6	Duration of contract	Two years from the date of award of contract which is extendable time to time mutually agreed upon terms & conditions for a period of one year at a time.
7	Amount of EMD to be deposited	Rs. 40,000/-
8	Tender Cost	NIL

Tender document can be obtained from Assistant Director (Administration), O/o the Regional Director (ER), Staff Selection Commission (ER), 234/4, A.J.C. Bose Road, Nizam Palace, 1<sup>st</sup> MSO Building, 8<sup>th</sup> Floor, Kolkata – 700020. The Tender documents may be downloaded from the Website [www.sscer.org](http://www.sscer.org) and also from the CPPP Portal. The demand draft of Earnest money should bear the date after date of NIT.

The interested Firms/ Agencies may submit the tender document complete with all necessary documents along-with Earnest Money Deposit (EMD) of Rs.40,000/- from 10:00 AM on 06.09.2018 upto 12:00 Noon on 24.09.2018 in the Staff Selection Commission, Eastern Region, 234/4, A.J.C. Bose Road, Nizam Palace, 1st MSO Building, 8th Floor, Kolkata – 700020. No tender shall be entertained after this deadline under any circumstances whatsoever.

Regional Director  
Staff Selection Commission (ER)

Copy to:-

On Website [www.sscer.org](http://www.sscer.org)

SECTION-I

CHECK LIST FOR BIDDERS (QUALIFYING CREITERION)

<b>SL. NO.</b>	<b>Documents</b>	<b>Yes/No/ (N/A)</b>
1.	EMD DD No.                      Amt.                      Date	.....
2.	Whether all the Pages of the Tender Documents are sealed and signed & properly tagged with all documents?	
3.	Whether Bidder's Profile is filled up (Section VIII)	
4.	Whether Self Attested copy of Registration of the firm is attached?	
5.	Self Attested copy of PAN card.	
6.	Self Attested copy of GST Registration Certificate.	
7.	Self Attested copy of EPF Registration.	
8.	Self Attested copy of ESIC Registration.	
9.	Whether Income tax returns of the last three financial years are attached?	
10.	Certificate on Rs.20/-stamp paper notarized, regarding Blacklisting and Non- Blacklisting of firm/company/agency as per section IX is attached	
11.	Declaration towards Non - tampering of tender document (as per section IX) is attached.	
12.	Annual return of Service tax for last three financial years duly certified by Chartered Accountant is attached	
13.	Certificate on Rs.20/- stamp paper notarized, regarding no near relative working in Staff Selection Commission (Eastern Region), Kolkata.	
14.	Exit Management Plan	

## SECTION-II

### Introduction

Staff Selection Commission recruits Group - C non-technical & Group B non-gazetted personnel for the Government of India. Departmental Examinations for promotion to posts of Stenographer Grade 'C, Sr. Secretariat Assistants/Js. Secretariat Assistants and Proficiency Tests are also conducted by the Commission. Staff Selection Commission (Eastern Region) handles candidates of West Bengal, Jharkhand, Odisha, Sikkim and Andaman & Nicobar Islands. Applications from prospective candidates are invited by the Commission online mode at present. Following are the main open Examinations conducted by SSC:-

1. Combined Graduate Level Examination.
2. Combined Higher Secondary Level (10+2) Examination.
3. Stenographers Gr. 'C' & Gr. 'D' Examination.
4. Junior Engineer (Civil & Electrical) Examination.
5. Sub-Inspector/Assistant Sub-Inspectors in CPOs & in Delhi Police Examination.
6. Junior Translator (CSOLS)/Junior Hindi Translator Examination.
7. Constable (GO) in CAPFs.
8. Multi-Tasking (Non-Technical) Staff Examination.
9. SSC(ER) also conducts departmental Examinations and other examinations on consultancy basis.
10. In addition to above open examinations the Commission makes recruitment for various isolated posts(Non-Gazetted) in Central Government through Selection Method

#### 2. **SCOPE OF WORK:** -

Maintenance of Website (**24x7 without interruption**) like updating, downloading data of various examinations, uploading of Notices, Instructions, Requisitions for vacancies, Syllabus, Certificates, Declaration, Admission Certificates of candidates as per data of examinations and as per requirement of Staff Selection Commission(Eastern Region), Kolkata. The detailed scope of work (but not limited to) is given below:

1. Informing Roll Number to the candidates of various examinations on the basis of certain criterion as follows:-

<b>NAME</b>
<b>FATHER NAME</b>
<b>DATE OF BIRTH</b>

**OR**

<b>REGISTRATION NO</b>
------------------------

**NOTE: The above criterion for knowing Roll Number and downloading of e-Admit Cards/Call letters of any type may change from time to time as per requirement of the Commission.**

2. Facility for downloading e-Admit Cards/Call letters for PET-ME, Skill Test etc./ by the candidates of various examinations on the basis of certain criterion as mentioned above and designing of Software as and when so required by the Commission.

3. Publication/Uploading of results of examinations for recruitment to various Selection Posts including designing of Software as and when so required by the Commission.
4. Renewal of Domain Registration.
5. Publication of schedule of various Examinations/Skill Test/PET-ME etc. that are to be conducted by the Commission.
6. Publication/Uploading of various important notices related to various examinations.
7. Any official communication in any form is to be uploaded on the website under any particular tab as indicated by the Commission from time to time as required by the Commission.
8. All official communications that would be uploaded on website should invariably come in BULLETIN BOARD and the latest one should always comes at the top of the BULLETIN BOARD.
9. Hosting of the official email address of the Eastern Regional office of the Commission along with facility of sending bulk e-mail to the candidates of various examinations as and when required.
10. Maintaining the static pages of the website and updating the pages whenever asked for by the authorized officers/officials of SSC (ER).
11. **The dynamic pages related to Roll Number information and facility of downloadable admission certificate including publication of results for various Selection Posts is based on databases which may contain approximately 25 lakh records/data in a year having size 50 KB to 70 KB per record.**
12. Adequate measures to block Spams and other malwares have to be taken.
13. Preventive measures against hacking of Website/Server/e-Mail are to be taken.
14. Periodic Maintenance of Website and backend of Website.
15. Splash designing (Unlimited Number).
16. Trouble Shooting as and when required.
17. Always performance optimization.
18. Change of colour scheme as and when required.
19. Embedded security features along with provision of updated antivirus software.

## SECTION-III

### GENERAL INSTRUCTIONS

1. The tenderer must read carefully all the terms, conditions and specifications before filling up the tender schedule and his quotation.
2. In respect of the matters pertaining to this contract, tenderer shall not directly or indirectly bring or attempt to bring any political or outside influences or intervention through any association, union or organisation. All disputes, differences, clarifications etc. arising out of this contract will be represented by tenderer himself/herself or by his/her legal representative at Kolkata only.
3. The Tenderer shall be bound by all terms, conditions and specifications as detailed in this tender document.
4. Any Tenderer participating in this tender shall make sure that he will be able to carry out the work in the contract.
5. It is implied that the tenderer has obtained all necessary information directly or indirectly affecting the contract such as legal stipulation, possible delays and hindrance or interference in executing the contract and has satisfied himself before making the offer. Unexpected difficulties or expenses shall NOT be considered as excuses for difficulties in performing the contract. The rate quoted should take all factors into consideration.
6. The tender schedule shall be read in conjunction with Specifications, General Instructions, Special Conditions, Conditions of Contract and Additional Conditions. The tenderer shall be deemed to have carefully examined all these documents. It is further understood and agreed that the tenderer by careful examination satisfied himself with the terms and conditions of the tender document.
7. Notwithstanding anything else contained to the contrary in this Tender Document, the RD SSC Eastern Region, reserves the right to cancel/withdraw/ modify fully or partially the 'Invitation to Bidders' or to reject one or more of the bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.
8. Proposals shall be submitted in English. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the Proposal, the English translation shall govern.
9. Please Note that prices should not be indicated in the Eligibility Criteria/Technical Proposal but should only be indicated in the Commercial Proposal. The bid shall be rejected if found any prices indicated in Eligibility Criteria/Technical Proposal.
10. All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid
11. Conditional proposals in response to the NIT are liable to be rejected
12. The currency for the financial bid should be Indian Rupees.
13. The prices quoted shall be inclusive of all taxes, levies, duties and statutory payments incident upon the bidder.
14. Any upward revision in the rates quoted by the bidder w.r.t taxes, duties, charges and levies at a later date and during the tenure of the bid will not be allowed.
15. The vendor shall be responsible for the costs towards travel/stay, daily allowance or any other allowances including telephone charges with respect to their staff deployed for the execution of this project before or after the award of the contract.
16. At any time prior to the last date for receipt of bids, SSC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the NIT Document by a corrigendum. Any such corrigendum shall be deemed to be incorporated into this NIT. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, SSC may, at its discretion, extend the last date for the receipt of Proposals.

17. SSC may terminate the Tender process at any time and without assigning any reason. SSC makes no commitments, express or implied, that this process will result in a business transaction with anyone.
18. This Tender does not constitute an offer by SSC. The bidder's participation in this process may result in SSC selecting the bidder to engage towards providing services as defined in this document.
19. SSC reserves the right to modify and amend any of the stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments
20. Each bidder shall submit only one Proposal. The bidder who submits or participates in more than one Proposal will be disqualified.
21. The bidder shall bear all costs associated with the preparation and submission of its Proposal, including site visits, and the SSC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the proposal process.
22. SSC is not liable for any cost incurred by the bidder in the preparation and production of the Proposal, the preparation or execution of any benchmark demonstrations, simulation or training service or for any work performed prior to the execution of a formal contract. All materials submitted become the property of the SSC and may be returned at its sole discretion. The content of each bidder's Proposal will be held in strict confidence during the evaluation process, and details of the Proposals will not be discussed outside the evaluation process.
23. The bidder will not make any reference to the SSC or this procurement or resulting contract in any literature, promotional material, brochures, sales presentation or the like without the express prior written consent of the authorized representative of the SSC. The bidder shall not perform any kind of promotion, publicity or advertising etc. at the SSC offices through any kinds of hoardings, banners or the like without the express prior written consent of the same.
24. Bidders shall be entirely responsible for payment of all taxes.
25. Any effort by bidders to influence the officials in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Bidder's Proposal. Queries, requests if any regarding the bid should be forwarded to the NIT issuing authority at the address/e-mail-id specified in this NIT.

## 26. SUBMISSION OF BIDS

The tenders should be submitted in sealed covers, super-scribed "Annual Maintenance contract for updating & maintenance of Website of Staff Selection Commission (Eastern Region), Kolkata". The document should be addressed to the Regional Director (Eastern Region), Staff Selection Commission (ER), 234/4, A.J.C. Bose Road, Nizam Palace, 1st MSO Building, 8th Floor, Kolkata – 700020 (WB) and should be given to the Assistant Director (Administration), O/o the Regional Director (ER), Staff Selection Commission (ER), 234/4, A.J.C. Bose Road, Nizam Palace, 1st MSO Building, 8th Floor, Kolkata – 700020.

## 27. Method of preparation of bid

Bid for each tender should be submitted in two sealed envelopes placed inside a main sealed envelope. The envelopes inside the main envelope should contain the following:

Envelope	Marked on the cover	Contents of Envelope
First	Technical Bid	Should contain EMD and documents as per <b><u>Section - I and Section – V</u></b> of this NIT.
Second	Financial Bid	Rates duly quoted by the tender in the prescribed format in Section-VI.



On all these envelopes the name of the firm and whether "Technical" OR "Financial" bid must be clearly mentioned and should be properly sealed. Seal means wax sealed or sealed with PVC tape/Adhesive tape. The document should not be sealed merely with gum or stapler pin. These envelopes are to be placed inside an outer envelope and properly sealed as mentioned above. The tenders which are not submitted in above mentioned manner shall be summarily rejected.

b) The tenderer will be bound by all terms, conditions & specifications as detailed in the tender documents.

c) **Any tender with conditions other than those specified in the tender documents, is liable to be summarily rejected.** No modification by the contractor in any of the conditions will be permitted after the tender is opened.

d) No person is permitted to bid for tender whose relative(s) is (are) working in Staff Selection Commission(ER), Kolkata. The tenderer thus should give certificate on Rs. 20/- Revenue Stamp paper duly attested by Public Notary along with tender documents that none of his/her relative is working in Staff Selection Commission(ER), Kolkata.

e) *The Firm/Company/Agency shall have a registered Office/Branch at Kolkata city(for which documentary proof such as Registration of business with address at Kolkata, document of ownership/ lease hiring of the office premises, Building Rent Agreement, etc. will have to be attached with the bid) and should be able to provide the services of maintaining of Website and be able to attend office early as per requirement.*

**Note: - The "Financial Bid" of only technically qualified bidders will be opened at a later date. Date, time & venue of opening of Financial Bid will be intimated to qualified bidders accordingly.**

## 28. LATE BIDS:

Tenders will not be received after the specified time of closing of the tender and the same shall be rejected and returned unopened to the bidder. It is the sole responsibility of the tenderer that he/she should ensure timely submission of tender. SSC shall not be responsible for any kind of postal delay in receiving the Tender Document and EMD. The SSC may, at its discretion, extend this deadline for any administrative reason.

29. The tenderer shall quote the rate in English only, both in words and figures only in the manner as specified for every mentioned item separately. The bidders shall quote the prices in price bid format only.

30. In the case of illiterate tenderer, a witness should attest the tendered rate. The rates quoted in words will have Precedence over the rates quoted in figures.

31. All corrections, additions and alterations in the entries and tender papers will be signed in full by the tenderer with official seal and date. No errors or overwriting shall be permissible.

32. The tender shall contain the name, address of residence and place of business of tenderer and shall be signed by the tenderer with his usual signature. Partnership firms shall furnish full names and addresses. In case the authorized representative signs it, the "Power of Attorney" in original is to be submitted along with all tender documents. In case of the partnership firm, Self Attested true copy of the partnership deed must be submitted along with the tender. Similarly in case of company, the Self Attested copy of Memorandum of **Articles & Association** is to be submitted along with the tender.

33. The tenderer shall certify and sign on each and every page of the tender document at the bottom and will also sign wherever required in the tender document as his acceptance of each terms and conditions of the contract.
34. Earnest Money shall be paid in the form of Demand Draft in favour of the Regional Director, Staff Selection Commission (Eastern Region), payable at Kolkata as mentioned in the notice inviting tender. **Earnest Money in cash or in the form of cheque or in any other form will not be accepted.**
35. Interest shall NOT be payable on the Earnest Money deposit.
36. The Earnest Money of the successful tenderer will be adjusted towards security deposit. Unsuccessful Bidder's EMD (bid security) will be discharged / returned as promptly as possible as but not later than 60 days after the award of the contract to the successful bidder.
37. **The following documents must be submitted by the bidder with technical bid.**
- a) The contracting firm/agency/company should be registered with appropriate authorities and Self Attested copy of registration may be attached.
  - b) Self Attested copy of GST Registration certificate issued by competent authority.
  - c) Self Attested Copy of PAN Card.
  - d) **Self Attested Copy of experience certificate of at least three years of Experience from the date of NIT in central Govt./State Govt'/CPSU/Nationalized Bank in Annual Maintenance and updation of Website . It should be clearly mentioned in the experience certificate that bidder has impeccable record in dealing with the highly confidential and sensitive data. The certificate should be issued by any officer no less than the rank of Branch Manager/Executive Engineer/Under Secretary.**
  - e) Income tax returns of the last three financial years.
  - f) Annual return of Service tax for last three financial years certified by the Chartered Accountant.
  - g) Bidder's profile as per **section VIII**.
  - h) **Certificate on Rs.20/- stamp paper notarized**, regarding no near relative is working in Staff Selection Commission (Eastern Region), Kolkata.
  - i) Declaration towards Non-tampering of tender document (as per **section X**).
  - j) Certificate on Rs.20/- stamp paper notarized, regarding Blacklisting and Non-Blacklisting of firm/company/agency as per **section XI**.
  - k) Self Attested copy of Partnership Deed or affidavit in original regarding sole proprietorship in case of proprietorship firm / Memorandum of Association / Articles, as applicable.
  - l) Tender document(s), in original duly filled in and signed by tenderer or his/her authorized representative along with seal on each page. No corrections and overwriting will be entertained.
  - m) All relevant documents in support of declaration made at Section - V of the NIT.
  - n) Original "**Power of Attorney**" in case person other than the tenderer has signed the tender documents.

- o) Documentary Proof regarding location of Registered Office/Branch of the Firm at Kolkata, such as Registration of business with address at Kolkata, Building Rent Agreement, etc.
- p) In case of downloaded tender document, cost of tender document in the form of Demand Draft in favour of Regional Director, Staff Selection Commission (Eastern Region), payable at Kolkata .

### 38. REJECTION OF TENDERS

The authority inviting tenders, at his sole discretion, shall reserve the right to reject or cancel consideration of any or all tenders:

- a) If the requisite Earnest Money Deposit in the manner does not support the tender provided therein.
  - b) If the tender is **not duly signed**, or **not found proper** or **complete** to the satisfaction of SSC in any of the requisite matters, particular(s) or formalities or for any reason(s) which shall not be disclosed to the tenderer(s).
  - c) If the tenderer seeks changes in terms and conditions, specifications or time limits as envisaged in the contract.
  - c) If tender consists of unwarranted comments, conditions, deviations in specification or any other omissions or commissions compared to documents.
  - d) Without assigning any reason thereof.
39. The tender submitted by tenderer will remain valid for acceptance for a period of 90 (Ninety) days from the date of opening of the tender. Tenderer shall not be entitled during this period of Ninety days, without the consent in writing of SSC to revoke or cancel his tender or to modify his bid submitted or in thereof. The SSC shall communicate the acceptance of tender to the successful tenderer(s). Due to administrative reasons, extension of the time period, if requested by the SSC in writing, the tenderer shall accede to such request for extension and communicate his acceptance to the SSC in writing.
40. Tender will be accepted and Contract will be finalized only with that tenderer, who in the opinion of SSC shall have the capacity and resources to execute the contract assigned in the prescribed time as per the time schedule.
41. The SSC reserves the right to award the contract or part thereof to one or more tenderers whose rate may not necessarily be the lowest. The decision of REGIONAL DIRECTOR(ER), SSC, KOLKATA in this regard shall be final and binding.

### 42. SIGNING OF THE CONTRACT AGREEMENT

The acceptance of a tender, subject to contract, will be communicated in writing at the address supplied by the bidder in the bid document. Any change of address of the Bidder, should therefore be promptly notified to the SSC.

The successful Tenderer shall be required to enter into an Agreement with SSC within 10 (Ten) working days of being called upon on a non-judicial stamp paper of Rs. 100/- (One hundred only) at his/her own cost and in the form annexed hereto (**Section XII**). Such agreement must conform to all the terms and conditions of NIT and other such condition in the tender offer as may be agreed upon by the RD(ER), SSC, KOLKATA.

43. The SSC reserves the right to cancel the agreement executed without any compensation whatsoever to the contractor any time before the award of the work. The action of SSC under this clause shall not construe any breach of contract.

### FORFEITURE OF EARNEST MONEY

44. In the event of failure of the tenderer to execute the Agreement or failure to remit the required security deposit within seven working days of being called upon to do so, the amount of Earnest Money shall stand forfeited. The acceptance of the tender will be re-considered or revoked or cancelled at the discretion of SSC which will not amount to imposing of penalty.
45. The EMD may be forfeited:
  - a. If a Bidder withdraws its bid or increases its quoted prices during the period of bid validity or its extended period without the explicit consent of the SSC, if any; or
  - b. During the whole process, if prospective/ successful Bidder indulges in any such deliberate act as would jeopardise or unnecessarily delay the process of evaluation and finalisation of offer.
  - c. Violates any of such important conditions of this document or indulges in any such activity as would jeopardize the interest of the SSC.
46. The decision of the SSC regarding forfeiture of bid security shall be final & shall not be called upon question under any circumstances
47. Any clarification on details of the contract can be obtained from Assistant Director (Admn), O/o the Regional Director (ER), Kolkata, before the date specified for opening of the tender.
48. Any attempt to negotiate directly or indirectly by tenderers with the authority to whom the tender is submitted or with the authority who is competent to accept the tender or endeavours to secure interest for actual or prospective tender or to influence by any means will disqualify the tender and same will be summarily rejected and action to black-list the tenderer will be taken by the competent authority.
49. SSC reserves the right to postpone the date of opening of tender or to cancel the tender notice without assigning any reasons thereof. Any request from tenderers to postpone or to change date of opening of the tender due to any reason, whatsoever, will not be considered.
50. SSC is not bound to accept the lowest tender and reserves absolute right to reject any or all tenders without assigning any reason thereof.
51. These instructions to the Tenderer shall be deemed to form part of the Agreement/Contract for the work.
52. The contract will be in force for a period of Two Years, commencing from the date of award of contract which is extendable from time to time, for one year period at a time, on mutually agreed upon terms & conditions.
53. In case the date of opening of tender is declared a holiday, the tender will be opened on the next working day.
54. **SECURITY DEPOSIT**
  - a. Earnest Money of Rs. 40,000/- (Rupees forty thousand only) deposited at the time of submission of the tender, will be converted into Security Deposit on the acceptance of the tender.
  - b. The successful tenderer will have to deposit a Performance Security Deposit of Rs.75,000/- (Rupees seventy five thousand only) including EMD of Rs. 40,000/- (Rupees forty thousand only) at the time of signing of agreement within 10 working days of the issue of the letter.
  - c. The performance security will be furnished in the form of the Demand Draft in favour of Regional Director (Eastern Region), SSC, payable at KOLKATA. The performance

security should remain valid for a period of 90 days beyond the date of completion of all the contractual obligations of the service provider.

- d. Security Deposit shall not bear any interest for any period whatsoever, and therefore, Interest shall not be payable by the SSC on the Security Deposit or on amounts payable to the Contractor under the contract.

## 55. OPENING AND EVALUATION OF TENDER

1. The bidder is at liberty either to be present himself or authorize any one representative (as in Section-IX) to be present in the time of opening of tender on 24<sup>th</sup> September, 2018 at 12:30 PM and he must produce a proof of identity at that time.
  - a. A duly constituted Tender Opening Committee will open the Technical Bids in the presence of bidders or their authorized representatives who choose to attend, at the specified date and time. The bidder's representatives who are present shall sign on the attendance sheet/ register. Authority letter to this effect shall be submitted by the bidders' representative before they are allowed to participate in bid opening.
  - b. The decision of the Tender Evaluation Committee in the evaluation of responses to the NIT shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee
  - c. The Tender Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.
  - d. Only one representative for any bidder shall be authorized and permitted to attend the "bid opening".
  - e. The tender opening committee shall check the tender for the availability of the following.
    - i. Bank draft enclosed with the technical bid towards EMD;
    - ii. Whether all the pages of the tender documents are signed, stamped & submitted;
    - iii. Whether two bid system has been followed;
    - iv. Whether all documents as sought in the NIT have been submitted or not;Bids not having any of the above documents will be summarily rejected.
  - f. All statements, documents, certificates, proof of EMD etc. submitted by the bidders will be verified for technical evaluation. The clarifications, particulars, if any, required from the bidders will be obtained either online or in the conventional method by addressing the bidders. **The bidders must be qualified as per Section-I of the NIT. Thereafter the rest of the Technical Portion as per Section - V will be considered.**
  - g. **The Tender evaluation Committee will visit the offices / premises of each of the participating Agencies for the purpose of verifying the infrastructure of the Agency. Marks against the relevant portion of Section – V of the Notice Inviting LTE will be awarded on the basis of the information declared at Section - V as well as facts that would be observed during site visit.**
  - h. The evaluation of tenders will be made on the basis of technical information furnished in forms given at Section – V of the NIT. The financial bid of only such bidders will be opened thereafter whose technical bids qualify as per terms of this notice inviting tender. **Financial bids of those bidders who obtain at least 60% Marks in Technical bid will be opened.**
2. **Financial bids of only technically qualified bidders, who are short-listed after technical evaluation, will be opened and evaluated by Tender Evaluation Committee.**
3. **The ranking of the Agency will be determined by applying Quality and Cost Based Selection (QCBS) method. The detailed evaluation procedure has been shown at Section – VII.**
4. **The detailed methods for conversion of Financial bid amount into Financial score is given in Section – VII of the NIT.**
5. The decision of the Regional Director, Staff Selection Commission, Eastern Region on evaluation and selection of bids shall be binding and final.

6. Staff Selection Commission, Eastern Region reserves the right to cancel the tendering process at any stage without assigning any reasons.

## **56. PAYMENT TERMS**

The payment shall be done on Quarterly basis after audit of Invoices internally by this office and deduction of any applicable penalties.

## **57. Termination of Contract**

### **a) Termination for default**

- SSC, without prejudice to any other remedy for breach of Contract or non-compliance with service levels, by written notice of default sent to the Bidder, may terminate the Contract fully or in part:
  - If the selected Bidder fails to deliver any or all Contracted services as per service standards specified in the Contract or
  - If the selected Bidder fails to perform any other obligation(s) under the Contract as per the contract timeline and for the period of contract, or
  - If the Bidder/ selected Bidder has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

In the event SSC terminates the Contract in whole or in part, it may procure, upon such terms and in such manner, as it deems appropriate, services similar to those undelivered, and the selected Bidder shall be liable to SSC for any excess costs for such similar services. However, the Bidder may continue performance of the Contract to the extent not terminated. SSC would not be liable to pay any damages to the selected Bidder in cases comprising Termination for default.

### **b) Termination for insolvency**

SSC may at any time terminate the Contract by giving written notice to the selected Bidder, if the selected Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the selected Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to SSC.

### **c) Termination for Convenience**

SSC, by written notice sent to the successful bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination be for its convenience. In case of termination for convenience, SSC would pay to the bidder cost of services provided till the date of the termination. The PBG in such a case would be refunded to the successful bidder.

### **d) Force Majeure**

The successful Bidder shall not be liable for forfeiture of its Performance bank guarantee, Liquidated Damages, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

For purposes of this clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the successful Bidder fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of the Government in its sovereign

capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, the successful Bidder shall promptly notify the authorized representative of SSC in writing of such condition and the cause thereof. Unless otherwise directed by the authorized representative of the SSC in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**58. Contract amendment**

No variation in or modification of the terms of the Contract shall be made except by written amendment signed by both the parties.

**59. Resolution of disputes**

- A. SSC and the selected Bidder shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- B. In the event of any dispute or differences arising under these conditions or any special conditions of the contract in connection with the contract, the same shall be referred to the RD SSC for final decision and the same shall be binding on all parties.
- C. The Arbitration and Conciliation Act, 1996, the rules there under and any statutory modification or re-enactments thereof, shall apply to the arbitration proceedings.
- D. Any other terms and conditions, mutually agreed prior to finalization of the order / agreement shall be binding on the bidders.
- E. SSC and the selected bidder shall make every effort to resolve amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the purchase order. If any dispute shall arise between parties on aspects not covered by this agreement, or the construction or operation thereof, or the rights, duties or liabilities under these except as to any matters the decision of which is specially provided for by the general or the special conditions, such dispute shall be referred to two arbitrators, one to be appointed by each party and the said arbitrators shall appoint an umpire in writing before entering on the reference and the award of the arbitration or umpire, as the case may be, shall be final and binding on both the parties. The arbitrators or the umpire as the case may be, with the consent of parties, may modify the timeframe for making and publishing the award. Such arbitration shall be governed in all respects by the provision of the Indian Arbitration and Conciliation Act, 1996 or later and the rules there under and any statutory modification or re-enactment, thereof. The arbitration proceedings shall be held in Kolkata.
- F. It is an express condition of the agreement that no suit in regard to any matter whatsoever arising out of this agreement shall be instituted, in any Court save a court of competent jurisdiction at Kolkata (under territorial jurisdiction of High Court of West Bengal).
- G. The Client may terminate this contract by giving a written notice of termination of minimum 60 days to the bidder, if the bidder fails to comply with any decision which has become final and binding after exhaustion of remedies of appeal and objection reached consequent upon arbitration proceedings pursuant to Sub-Clause A to E above.
- H. Notwithstanding the fact that settlement of dispute(s) (if any) under arbitration may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under the contract to ensure continuity of operations.

**60. Insurance Requirement**

The bidder shall maintain standard forms of comprehensive insurance including liability insurance, system and facility insurance and any other insurance for the personnel, assets, data, software, etc. and submit the list of all the insured items to SSC prior to the start of operations. Bidder shall take and keep effective all the insurances during the period of the Contract.

**61. Notices**

- ✓ Any notice or other document, which may be given by either Party under the agreement, shall be given in writing and signed by the duly authorized representatives of the Parties. The notice or document may be given either in person or by pre-paid recorded delivery post or by facsimile transmission or by e-mail. A notice shall be effective from the date when delivered, tendered or affixed on notice board whichever is earlier.
- ✓ In relation to a notice given under the Agreement, any such notice or other document shall be addressed to the other Party's principal or registered office address.
- ✓ Immediately on signing of Agreement, successful bidder will appoint its duly authorized representative/ nodal person who will be taking/ sending notices on behalf of the bidder and will be responsible for deliverables, communication with SSC. Bidder will confirm in writing the name of nodal person to SSC along with his/ her official email address. Similarly, SSC will appoint nodal officer and inform the bidder.

**62. Interpretation of Clauses**

- ✓ In case of any ambiguity in the interpretation of any of the clauses in the bid document, SSC's interpretation of the clauses shall be final and binding on all parties.

**63. Third Party Claims**

- ✓ The Successful Bidder (the "Indemnifying Party") shall undertake to indemnify SSC (the "Indemnified Party") from and against all losses, claims or damages including losses, claims or damages on account of bodily injury, death or damage to tangible property.
- ✓ The Successful bidder shall indemnify SSC against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in reference to this project in India.

**64. Limitation of Liability**

- ✓ This refers to the aggregate liability of the Successful Bidder to SSC in contract or tort or under statute or otherwise, for any loss or damage suffered by SSC arising from or in connection with the Services. However, if the loss or damage is caused, including due to Successful bidder's negligence but not fraud or other deliberate breach of duty, shall be limited to the amount of loss or damage suffered by SSC.

**65. Applicable Law**

- ✓ The contract shall be governed by the laws and procedures established by Govt. of India within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.

**66. Exit Management**

**1. Purpose**

- ✓ This clause sets out the provisions that will apply on expiry or termination of the contract.
- ✓ In the case of termination of contract due to illegality, SSC will decide at that time whether, and if so during what period, the provisions of this clause shall apply.



- ✓ The Parties shall ensure that their respective associated entities, authorized representative of or its nominated agencies and the successful bidder, carry out their respective obligations set out in this Exit Management Clause.

## **2. Cooperation and Provision of Information**

During the exit management period:

- ✓ The bidder will allow SSC or its nominated agencies access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable it to assess the existing services being delivered;
- ✓ Promptly on reasonable request by SSC or its nominated agencies, the bidder shall provide access to and copies of all information held or controlled by it, which have been prepared or maintained in accordance with the contract. SSC or its nominated agencies shall be entitled to copy all such information. Such information shall include details pertaining to the services rendered and other performance data. The vendor shall permit SSC or its nominated agencies and/or any Replacement vendor to have reasonable access to its employees and facilities as reasonably required to understand the methods of delivery of the services employed by the vendor and to assist appropriate knowledge transfer.

## **3. Confidential Information, Security and Data**

- A. The bidder will promptly on the commencement of the exit management period supply to SSC or its nominated agencies the following:
  - a) Information relating to the current services rendered and customer satisfaction surveys and performance data relating to the performance in relation to the services; and
  - b) Documentation relating to Intellectual Property Rights; and
  - c) SSC data and confidential information; and
  - d) All current and updated departmental data as is reasonably required for purposes of SSC or its nominated agencies transitioning the services to its replacement vendor in a readily available format; and
  - e) All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable SSC or its nominated agencies, or its Replacement vendor to carry out due diligence in order to transition the provision of the Services to SSC or its nominated agencies, or its Replacement vendor (as the case may be).
- B. Before the expiry of the exit management period, the bidder shall deliver to SSC or its nominated agencies all new or up-dated materials from the categories set out in point (A) above, and shall not retain any copies thereof, except that the Vendor shall be permitted to retain one copy of such materials for archival purposes only.
- C. The Bidder shall cooperate with any investigating agency when an incident of Security threat, data theft, intrusion etc has been identified or is being identified.
- D. Sovereign control of the data and applications both de jure and de-facto shall be with the SSC. The Bidder along with their team members would be responsible for the protection of the confidentiality, integrity and security of all Information Assets of the Stakeholder of SSC. In case of any breach on part of the Bidder or any of its employees, it shall be subject to penalize under the relevant provision of Indian Penal Code, IT Act 2000 and other relevant provision of the Law of land. In addition to other remedies that may be available

under the contract, SSC may seek injunctive relief against such a breach or threatened breach without any prejudice to its remedies available under contract or law.

- E. The bidder shall not carry and/or transmit any material, information, layouts, diagrams, storage media or any other goods/material in physical or electronic form, which are proprietary to or owned by SSC, out of office premises without prior written permission from SSC.
- F. Cyber Security: The Bidder shall, at a minimum, implement the security toolset to ensure zero day threat.
- G. Before the expiry of the exit management period, unless otherwise provided under the contract, SSC or its nominated agencies shall deliver to the Vendor all forms of Vendor confidential information which is in the possession or control of SSC or its nominated agencies or its users.

#### **4. Employees**

- ✓ Promptly on reasonable request at any time during the exit management period, the Successful Bidder shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to SSC or its nominated agencies a list of all employees (with job titles) of the bidder dedicated to providing the services at the commencement of the exit management period;
- ✓ Where any national, regional law or regulation relating to the mandatory or automatic transfer of the contracts of employment from the bidder to SSC or its nominees, or a Replacement Vendor ("Transfer Regulation") applies to any or all of the employees of the bidder, then the Parties shall comply with their respective obligations under such Transfer Regulations.
- ✓ To the extent that any Transfer Regulation does not apply to any employee of the bidder, SSC or its nominated agencies, or its Replacement Vendor may make an offer of employment or contract for services to such employee of the bidder and the Vendor shall not enforce or impose any contractual provision that would prevent any such employee from being hired by the department or its nominated agencies or any Replacement Vendor.

#### **5. Transfer of certain agreements**

On request by SSC or its nominated agencies, the bidder shall effect such assignments, transfers, innovations, licenses and sub-licenses as SSC may require in favour of SSC or its nominated agencies, or its Replacement Vendor in relation to any equipment lease, maintenance or service provision agreement between bidder and third party lesser, vendors, or Vendor, and which are related to the services and reasonably necessary for the carrying out of replacement services.

#### **6. Right of Access to Premises**

- ✓ At any time during the exit management period, where Assets are located at the bidder's premises in relations to this project, the bidder will be obliged to give reasonable rights of access to (or, in the case of Assets located on a third party's premises, procure reasonable rights of access to) SSC or its nominated agencies, and/or any Replacement Vendor.
- ✓ The bidder shall also give SSC or its nominated agencies, or any Replacement Vendor right of reasonable access to the bidder's premises and shall procure for SSC or its nominated agencies or any Replacement Vendor rights of access to relevant third party premises

during the exit management period and for such period of time following termination or expiry of the contract as is reasonably necessary to migrate the services to SSC or its nominated agencies, or a Replacement Vendor.

#### **7. General Obligations of the bidder**

- ✓ The bidder shall provide all such information as may reasonably be necessary to effect as seamless handover as practicable in the circumstances to SSC or its nominated agencies or its replacement Vendor and which the bidder has in its possession or control at any time during the exit management period.
- ✓ For the purposes of this Clause, anything in the possession or control of any Vendor or associated entity is deemed to be in the possession or control of the bidder.
- ✓ The bidder shall commit adequate resources to comply with its obligations under this Exit Management Clause.

#### **8. Exit Management Plan**

- ✓ The bidder shall provide to SSC or its nominated agencies with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the contract as a whole and in relation to the Project Implementation, the Operation and Management SLA and scope of work.
  - i. A detailed programme of the transfer process that could be used in conjunction with a Replacement Vendor including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer; and
  - ii. Plans for communication with such of the bidder's staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on SSC's operations as a result of undertaking the transfer; and
  - iii. If applicable, proposed arrangements for the segregation of the bidder's networks from the networks employed by SSC or its nominated agencies and identification of specific security tasks necessary at termination; and
  - iv. Plans for provision of contingent support to the SSC or its nominated agencies, and Replacement Vendor for a reasonable period after transfer for the purposes of providing service for replacing the Services.
- ✓ The bidder shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date.
- ✓ Each Exit Management Plan shall be presented by the bidder to and approved by SSC or its nominated agencies.
- ✓ In the event of termination or expiry of the contract each Party shall comply with the Exit Management Plan.
- ✓ During the exit management period, the bidder shall use its best efforts to deliver the services.

#### **67. Confidentiality**

- A. Neither party will disclose to any third party without the prior written consent of the other party any confidential information which is received from the other party for the purposes of providing or receiving Services which if disclosed in tangible form is market confidential or if disclosed otherwise is confirmed in writing as being confidential or if

disclosed in tangible form or otherwise, is manifestly confidential. Each party will take measures to protect the confidential information of the other party that, in the aggregate are no less protective than those measures it uses to protect the confidentiality of its own comparable confidential information, and in any event, not less than a reasonable degree of protection. Both parties agree that any confidential information received from the other party shall only be used for the purposes of providing or receiving Services under this Contract or any other contract between the parties

These restrictions will not apply to any information which:

- I. is or becomes generally available to the public other than as a result of a breach of an obligation under this Clause; or
  - II. is acquired from a third party who owes no obligation of confidentiality in respect of the information ; or
  - III. is or has been independently developed by this recipient or was known to it prior to the receipt.
- B. Notwithstanding Clause (A) mentioned above, either party will be entitled to disclose confidential information of the other (1) to its respective insurers or legal advisors, or (2) to a third party to the extent that this is required by any or where there is a legal right. Duty or requirement to disclose, provided that in the case of sub- Clause A(II) (and without breaching any legal or regulatory requirement ) where reasonably practicable not less than 2 business days notice in writing is first given to the other party.
- C. Without prejudice to the foregoing provision of this Clause above bidder may cite the performance of the services to clients and projective clients as an indication of its experience.
- D. The bidder shall not, without prior written consent of SSC, disclose the commercial terms of this work order to any person other than a person employed by the bidder in the performance of the work order.
- E. The clause on Confidentiality shall be valid for a further period of one year from the date of expiry or termination of the assignment, whichever is earlier.

#### **68. Responsibility for safe custody and integrity of data**

- F. The bidder shall not, without prior written consent from SSC, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of SSC in connection therewith, to any person other than a person employed by the bidder in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.
- G. The bidder shall not, without prior written consent of SSC, make use of any document or information made available for the project, except for purposes of performing the Contract.
- H. All project related documents issued by SSC, other than the Contract itself, shall remain the property of SSC and shall be returned (in all copies) to SSC on completion of the bidder's performance under the Contract if so required by SSC.

## SECTION-IV

### TERMS AND CONDITIONS

Description of the website:

The website of Staff Selection Commission, Eastern Region is [www.sscer.org](http://www.sscer.org). The website contains the following static information:

- i) Organisational chart
- ii) Requisition for vacancies
- iii) Syllabus
- iv) Tenders/ Quotations
- v) Certificates/ Declarations
- vi) Right to Information Act
- vii) Public Grievances
- viii) Hindi version

Apart from the above static information the Website provides several web based services to the candidates of various examinations conducted by the Commission as stipulated at Section-II of this NIT under the Scope of Work. Accordingly, the following terms and conditions would have to be adhered to by the Successful Bidder:

1. The agency to which the contract will be awarded will be bound to provide all the relevant documents in connection with the website of this office viz. [www.sscer.org](http://www.sscer.org) along with all credentials and applications/coding for construction/re-designing of the website of SSC(ER) to the designated officer(s) of SSC (ER) who are to be authorized by the Commission.
2. The agency to which the contract will be awarded shall be responsible for the maintenance and updating of website. Daily maintenance would include adding new modules, features/links as and when required, integrating other services, uploading data of various examinations, Tentative Programmes, Notices, Instructions, Requisitions for vacancies, Syllabus, Certificate, Declaration.
3. Admission Certificates of candidates are to be uploaded and downloaded and provisioning of additional server space as per data of examinations and as per requirement of Staff Selection Commission (Eastern Region), Kolkata.
4. **Vendor should have its own in-house Physical Server. The bidders must be in possession of backup server for any contingency.**
5. The agency will maintain the website and incorporate mandatory elements as required by the guidelines for Indian Government Website. If necessary, the agency will also be required to redesign the website in accordance with the mandatory requirements of the guidelines or the needs of the Staff Selection Commission (Eastern Region), Kolkata.
6. Any other work not specified above but required for website will be done by the agency.
7. The agency has to have experience in providing services of updating and maintaining website of Examination conducting departments of State/Central Government department.
8. Information/notice/admit cards etc. has to be uploaded on the web-site frequently, at any time of the day or night and at eleventh hour. To cater to such type of requirement. the agency has to provide email and telephone/mobile numbers which should be attended to round the clock and in case of any such instructions by the commission the agency has to immediately act as per the instructions. Any laxity on the part of the agency will be treated as lapse for which decision of Regional Director (ER) will be final and binding on the bidder.
9. The agency shall have to provide hosting facility, technical support, security from hacking etc. which are vital for the proper and unobstructed running of the website. The hosting of website must be done on a fully secured server as per the guidelines for Indian Government Websites.

10. The agency shall have to provide Security from Virus & Hacking of the Website. In case of Virus & Hacking attack, the agency shall have to recreate/ restore the website as per the requirement of Staff Selection Commission (ER), Kolkata.
11. The agency should be able to upload data/instruction/important notices/Admission Certificates etc. within the time limit and direction of Staff Selection Commission (ER), Kolkata.
12. There will be three (03) levels of Priority viz. IMMEDIATE, MEDIUM, AND NORMAL for carrying out any work related to maintenance of website /update of website /uploading & downloading from website. Instruction for any works having **IMMEDIATE PRIORITY** level will be carried out on receipt of the instruction. **MEDIUM PRIORITY** work will be carried out on the next day on which the instruction is received. **NORMAL PRIORITY** work will be done within 48 hours of the instruction is mailed.
13. **The data and information exchanged between the SSC and the agency to which the contract will be awarded should be treated as of strictly confidential nature and cannot be publicised or shared with any third party, except with the written permission of the SSC. The Agency will also have to sign a Non Disclosure Certificate with the SSC to this effect. The Agency shall be responsible for taking due care in protecting the data of candidates from unauthorised person, bodies, etc. as per prevalent law.**
14. **PENALTY:**

In case of unsatisfactory performance or any deviation from maintaining the **PRIORITY LEVEL** of work, Staff Selection Commission(ER), Kolkata may levy a penalty at the following rate from any bill:-

Description	Rate of Penalty
1 <sup>st</sup> lapse/default	5% of Quarterly bill amount
2 <sup>nd</sup> lapse/default	10% of Quarterly bill amount
3 <sup>rd</sup> lapse/default	15% of Quarterly bill amount
More than 3 <sup>rd</sup> lapse/default	20% of Quarterly bill amount

Staff Selection Commission will have the right to withhold payment of AMC or terminate the AMC at any time if the service of the agency is not found satisfactory. The decision of the competent authority, SSC in this regard, will be final and binding. In case of any major break down in any website(s), the agency shall have to rectify the problems within 12 hours. If the agency is not able to rectify the problem, the deduction will be made from the monthly bill as under:-

Time schedule	Rate of Penalty
From 6 hours to 12 hours	5% of Quarterly bill amount
From 12 hours to 18 hours	10% of Quarterly bill amount
From 18 hours to 24 hours	15% of Quarterly bill amount

**If the breakdown of website(s) lasts for more than 24 hours, SSC reserves the right to terminate the contract suo moto with forfeiture of security deposit in addition to normal penalty and transfer the work maintenance to any other agency as deemed fit.**

## SECTION - V

**TECHNICAL BID EVALUATION MATRIX:**

Sl. No.	Criteria	Points
<b>1</b>	<b>A Registered Company/Partnership Firm/Proprietorship Firm/in India in website creation/development, maintenance &amp; other related matters with years of experience</b>	
a.	More than 2 years upto 3 years	<b>3</b>
b.	More than 3 years upto 5 years	<b>5</b>
c.	More than 5 years upto 8 years	<b>8</b>
d.	Above 8 years	<b>10</b>
<b>2</b>	<b>Average Annual Financial Turnover in the last three financial years i.e., (2015-2016, 2016-2017, 2017-2018)</b>	
a.	Upto 50 Lakhs	<b>3</b>
b.	More than 50 lakhs upto 1 cr	<b>5</b>
c.	More than 1 cr upto 2 cr	<b>8</b>
d.	Above 2 cr	<b>10</b>
<b>3</b>	<b>Bidder should have experience with similar project for number of data/records uploaded on website in a particular year (within last three financial year)</b>	
a.	Upto 15 Lakhs	<b>3</b>
b.	More than 15 lakhs upto 25 lakhs	<b>5</b>
c.	Above 25 lakhs	<b>10</b>
<b>4</b>	<b>The bidding firm should have a team profile of Software Professionals</b>	
a.	3 to 5 nos.	<b>5</b>
b.	6 to 8 nos.	<b>10</b>
c.	8 to 10 nos.	<b>15</b>
d.	Above 10 nos.	<b>20</b>
<b>5</b>	<b>Capacity of Primary ISP (Internet Service Provider) Download Speed per month</b>	
a.	20 mbps to 30 MBPS	<b>5</b>
b.	More than 30 mbps upto 40 mbps	<b>10</b>
c.	More than 40 mbps upto 50 mbps	<b>15</b>
d.	Above 50 mbps	<b>20</b>
<b>6</b>	<b>Capacity of Web Hosting Bandwidth per month</b>	
a.	100 GB to 200 GB	<b>5</b>
b.	More than 200 GB upto 300 GB	<b>10</b>
c.	More than 300 GB upto 400 GB	<b>15</b>
d.	Above 400 GB	<b>20</b>
<b>7</b>	<b>Exit Management Plan</b>	
a.	Means to be used to ensure services throughout the transfer process	
	Available in the Exit Management Plan	<b>2</b>
	Not available in the Exit Management Plan	<b>0</b>
b.	Management Structure to be used during the transfer	
	Provision of 2 or more employees	<b>2</b>
	Provision of < 2 employees	<b>0</b>
c.	Plan for communication with bidder's staff etc during the transfer	
	Authorised representative available	<b>2</b>
	Authorised representative not available	<b>0</b>
d.	Arrangement for Segregation of Bidder's Network from the networks of SSC	
	Available in the Exit Management Plan	<b>2</b>
	Not available in the Exit Management Plan	<b>0</b>
e.	Provision of contingent support after transfer	
	For a period of one month	<b>2</b>
	For a period of less than one month	<b>0</b>

NOTE:

BIDDERS SHOULD PRODUCE RELEVANT DOUCMENTS IN SUPPORT OF THEIR DECLARATION IN RESPECT OF EACH OF THE SL. NO AS MENTIONED ABOVE.



## SECTION-VI

(The Bid must contain following information)

Bid format for Annual Maintenance Contract (including all taxes):-

<b>Sl. No.</b>	<b>Particulars</b>	<b>Amount (Rs.) including applicable taxes  (Annual Rate)</b>
1.	Annual charges for servicing & updating of Website including uploading and downloading of data/records and publication of results including software development/query based software programme if any.	

Note:

We have gone through the terms and conditions stipulated in the Tender Document and confirm to abide by the same.

Date:

Signature of Authorised Person of Firm with Seal

SECTION - VII

**Details of calculation procedure to be adopted during bid evaluation:**

**Conversion of financial bid amount to Score:**

Bidder Details	Financial Bid Amount	Financial Score (LFB/F)*100
Bidder 1		
Bidder 2		
Bidder 3		
Bidder 4		
.....		
.....		

**Note:** LFB – Lowest Financial Bid, F – Quoted Amount by the respective Bidders

**\*\*\* For the purpose of evaluation of Financial Bid only the consolidated rate will be considered.**

**Consolidated Technical & Financial Score:**

Bidder Details	Technical Score (Out of 100)	Financial Score (Out of 100)
Bidder 1		
Bidder 2		
Bidder 3		
Bidder 4		
.....		
.....		

**Combined Technical and Financial Score (CTFS) with weightage 60:40.**

Bidder Details	Applying weights for the Technical Score & Financial Score	CTFS	Rank of the Bidder
Bidder 1	50% of Technical Score + 50% of Financial Score		
Bidder 2			
Bidder 3			
Bidder 4			
.....			
.....			

SECTION-VIII

**BIDDER'S DETAILS**

1.	Name of Tendering Company/ Firm / Agency (Attach certificate of registration)	:	
2.	Name of proprietor / Director of Company/Firm/agency	:	
3.	Full Address of Reg. Office with Telephone No., FAX No. & E-Mail	:	
4.	Full address of Operating/Branch Office with Telephone No., FAX No. & E-Mail	:	
5.	PAN/GIR/TAN No. (attach self attested copy)	:	
6.	GST Registration No. (attach self attested copy)	:	

Date:

Signature of Authorised Person of Firm with Seal

SECTION-IX

**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING**

(Must be submitted to on or before date of bid opening)

To,

The Regional Director (ER),  
Staff Selection Commission,  
Nizam Palace, 1<sup>st</sup> MSO Building, 8<sup>th</sup> Floor,  
234/4, A.J.C. Bose Road,  
Kolkata – 700020

Sub: Authorisation for attending bid opening on \_\_\_\_\_ (date) in the

Tender of \_\_\_\_\_

Following person is authorised to attend the bid opening for the tender mentioned above on behalf

of \_\_\_\_\_ (Bidder).

Name of the Representative

Specimen Signature

1. \_\_\_\_\_

\_\_\_\_\_

Signature of the Bidder

(Maximum one representative will be permitted to attend the bid opening)

SECTION-X

**DECLARATION FOR NON TAMPERING OF TENDER DOCUMENT**

I / We /Proprietor/ Partner(s)/ Director(s) of M/s \_\_\_\_\_

hereby declare that I/ We have not tampered the tender document issued vide TENDER NO. D-33013/1/2018-Admn Dated: ....., which is downloaded from the website [www.sscer.org](http://www.sscer.org) or CPP Portal or from the O/o the Staff Selection Commission(ER), Kolkata.

Signature.....

Name.....

Name & address of the firm: .....

.....

.....

.....

SECTION-XI

**DECLARATION REGARDING BLACKLISTING/ NON-BLACKLISTING  
FROM TAKING PART IN GOVT. TENDER BY SSC/GOVT. DEPT**

(To be executed on Rs.20/- Stamp Paper & attested by Public Notary/Executive Magistrate by the bidder)

I/We Proprietor/Partner(s)/Director(s) of M/S.....  
hereby declare that the firm/company namely M/S..... has not been  
blacklisted or debarred in the past by SSC or any other Government organization from taking  
part in Government tenders.

**Or**

I/We Proprietor/Partner(s)/Director(s) of M/S.....  
hereby declare that the firm/company namely M/S..... was  
blacklisted or debarred by SSC or any other Government Department from taking part in  
Government tenders for a period of ..... years w.e.f..... The period is over  
on..... and now the firm/company is entitled to take part in Government tenders.

In case the above information is found false, I/We are fully aware that the tender/  
contract will be rejected/cancelled by the O/o the Regional Director(ER), Staff Selection  
Commission, Kolkata and EMD/SD shall be forfeited. In addition to the above, O/o the  
Regional Director (ER), Staff Selection Commission, Kolkata-700020 will not  
be responsible to pay the bills for any completed/partially completed work.

Signature.....

Date:

Name .....

Capacity in which as signed:.....

Name & address of the firm.....

.....

## SECTION – XII

### AGREEMENT

The agreement made on this ..... day of (month) .....(year) .....between M/s ..... herein after called “The Contractor” (which expression shall unless excluded by or repugnant to the context, include its successors, heir, executors, administrative representative and assignee) of the one part & the Regional Director (Eastern Region), Staff Selection Commission, Kolkata-700020, herein after referred to as the SSC, of other part.

Whereas the contractor has offered to enter into contract with the said SSC for providing service of maintenance and updating of Website in the O/o RD (ER), SSC, KOLKATA on the terms and conditions herein contained and the rates for providing services updating and maintaining Website approved by the RD(ER), SSC, KOLKATA, which have been duly accepted and where as the necessary security deposits of Rs..... (Rupees..... only) have been furnished in accordance with the provisions of the Bid document and whereas no interest will be claimed on the security deposits.

It is hereby agreed and declared by and between the parties to these presents as follows.

1. The contractor shall, during the period of this contract that is to say from (Date)..... to (Date)..... or completion of work for Rs. (in words)..... whichever is earlier or until this contract shall be de-terminated by such notice as to hereinafter mentioned, safe carryout, by means of manpower employed at his/her own expenses and by means of tools, implements and equipment etc. at his/her own expense, all other associated works as described in Bid documents, when the RD(ER) SSC KOLKATA or any other person authorised by the RD(ER) SSC KOLKATA in that behalf require. It is understood by the contractor by the contractor that the quantity of work mentioned on the schedule is likely to change as per actual requirements as demanded by exigencies of service.
2. The NIT (notice inviting tender), Bid documents (Qualifying and Financial), letter of intent, approved rates and such other additional particulars, instructions, drawings, work orders as may be found requisite to be given during execution of the work shall be deemed to be included in the expression “The Agreement” or “The Contract” wherever herein used.
3. The contractor hereby declares that nobody connected with or in the employment of the O/o the RD(ER) SSC KOLKATA, shall not ever be admitted as partner in the contract.
4. The contractor shall abide by the terms and conditions, rules, guidelines, construction practices, safety precautions, etc. stipulated in the Bid document including any correspondence between the contractor and the SSC having bearing on execution of work and payments of work to be done under the contract.
5. The contractor is bound to provide all the relevant documents in connection with the website of this office viz. [www.sscer.org](http://www.sscer.org) along with all credentials and applications/coding for construction/re-designing of the website of SSC(ER) to the designated officer(s) of SSC (ER) who are to be authorized by the Commission.

6. Exit Management Plan as accepted by the Competent Authority.

In witness whereof the parties present have here into set their respective hands and seals the day, year in .....

Above written

( )

( )

Signature on behalf of SSC

Signature on behalf of Contractor

Name:

Name:

Designation:

Designation:

Seal:

Seal:

Agreement signed in the presence of

Witness 1:

Witness 1:

Signature:

Signature:

Name:

Name:

Witness 2:

Witness 2:

Signature:

Signature:

Name:

Name: