

## Govt. of Jharkhand

### Jharkhand Staff Selection commission Notice inviting Expression of Interest (EOI)

No. 04/Exam-01-01/2023-38, Ranchi,

Dated 10.01.2024

Jharkhand Staff Selection Commission, Ranchi, a statutory body constituted under the Jharkhand Staff Selection Commission Act, 2008 (as amended from time to time) has been entrusted with the function of selection of suitable candidates for recruitment to Group- B (non gazetted) and Group-C general/technical/non-technical posts under the State Government.

The Commission outsources the entire process of examination, right from designing advertisement and prospectus, formatting of application forms, conducting examination and publication of merit based final result to competent and experienced external agency/agencies empanelled with the Commission. It is felt that given the large number of examinations likely to be conducted by the Commission over the next one year empanelment of additional agencies is required by the Commission. Accordingly, Jharkhand Staff Selection Commission, Ranchi invites Expression of Interest for selection and empanelment from reputed Institutions/Companies/Organisations (hereafter referred as agencies), other than those already empanelled with the Commission, who have necessary competence and experience to conduct such competitive type of examinations on outsourcing basis.

Interested Agencies fulfilling eligibility criteria may obtain EOI document on written request to the Jharkhand Staff Selection Commission, Ranchi or download it from Commission's website [www.jssc.nic.in](http://www.jssc.nic.in).

Those obtaining EOI document through written request will have to make payment of Rs 1000/- (Rs. One Thousand only) through Demand Draft drawn on a nationalized commercial bank in favour of Secretary in-charge, Jharkhand Staff Selection Commission, payable at Ranchi. Those agencies who downloaded the EOI document from Commission's website mentioned above, will have to attach a similar Demand Draft of INR 1000/- (Rs. One Thousand only), while submitting their EOI.

The time schedule and other details are as follows: -

Document sale start date	:	12.01.2024 from 10:00 AM
Last date of pre-bid queries	:	28.01.2024 up to 05:00 PM
The date of pre-bid conference	:	02.02.2024 at 11:30 AM
Issue of addendum/clarification (if any)	:	05.02.2024 up to 05:00 PM
Document sale end date	:	12.02.2024 at 05:00 PM
Last date for EOI submission	:	19.02.2024 at 05:00 PM
Opening date of EOI document	:	20.02.2024 at 11:30 AM
Contact Person	:	Mrs. Madhumita Kumari, Secretary in-charge, JSSC, Ranchi
Contact Phone No.	:	9264431721

Sd/-  
(Madhumita Kumari)  
Secretary in-charge.

**Govt. of Jharkhand,**  
**Jharkhand Staff Selection Commission**

Kalinagar, Chaibagan, Namkom, Ranchi-834010

E-Mail: [jharkhandstaffselection@gmail.com](mailto:jharkhandstaffselection@gmail.com)

**File No.: 04/परीक्षा-01-01/2023**

EXPRESSION OF INTEREST NOTICE NO.: \_\_\_\_\_ Date \_\_.\_\_.2024

FOR

SELECTION AND EMPANELMENT OF AGENCIES FOR CONDUCT & PROCESSING OF VARIOUS  
RECRUITMENT EXAMINATIONS OF  
JHARKHAND STAFF SELECTION COMMISSION, RANCHI

**INDEX**

<b>Section</b>	<b>Description</b>	<b>Page</b>
<b>Section I</b>	Invitation for EOI	03-04
<b>Section II</b>	<b>Timeline and Schedule</b>	05
<b>Section III</b>	Objective & functional inputs	06-08
<b>Section IV</b>	Scope of Work	09-14
<b>Section V</b>	<b>Scheme of Examination</b>	15-17
<b>Section VI</b>	Arrangements for peaceful conduct of examination	18
<b>Section VII</b>	Eligibility criteria and related matters	19-24
<b>Section VIII</b>	Submission of Tender	25-32
<b>Annexure-1</b>	Tender Acceptance Letter	33
<b>Annexure-2</b>	Profile of the organisation	34
<b>Annexure-3</b>	Financial information	35
<b>Annexure-4</b>	Details of similar work in past 5 years	36
<b>Annexure-5</b>	Performance report on works executed	37
<b>Annexure-6</b>	Details of technical and administrative personnel	38
<b>Annexure-7</b>	Representative authorization letter	39
<b>Appendix-A</b>	General Agreement Format	40-41
<b>Appendix-B</b>	Service Agreement Format	42-52
<b>Annexure-A</b>	Secret Works - Scope of Work	53-56
<b>Annexure-B</b>	Non-Secret Works - Scope of Work	57-58
<b>Annexure-C</b>	Commercials for secret and non-secret works	59

## SECTION-I

### INVITATION FOR EXPRESSION OF INTEREST (EOI)

Jharkhand Staff Selection Commission, Ranchi, a statutory body constituted under the Jharkhand Staff Selection Commission Act, 2008 (as amended from time to time), has been entrusted with the function of selection of suitable candidates for recruitment to various posts of Group – C belonging to General/Technical/Non-Technical Services/Cadres and non-gazetted posts in Group – B under State Government.

2. The Commission outsources the entire process of various recruitment examinations held under its aegis, right from designing advertisement and prospectus, formatting of application forms, conducting examination and publication of merit based final result to competent and experienced external agency/agencies empanelled with the Commission. It is felt that given the large number of examinations likely to be conducted by the Commission over the next one year empanelment of additional agencies is required by the Commission. Accordingly, Jharkhand Staff Selection Commission, Ranchi invites Expression of Interest from reputed institutions/companies/organisations (hereinafter referred as Agency), other than those already empanelled with the Commission, who have necessary competence and experience regarding conduct and processing of such competitive examinations on outsourcing basis, for selection of suitable candidates for recruitment in the State Government.

3. The number of candidates appearing for different posts cannot be specified beforehand. It will be varying in between less than one thousand to more than three lakhs depending upon qualification, nature of posts and number of vacancies.

4. Detailed technical and financial criteria required from the participating agencies are listed in EOI document. Agencies which fulfill these criteria may submit their proposal as per the prescribed timeline. The EOI does not constitute an offer and is issued with no guarantee for any definite volume of work or any particular service, at any time or throughout the period of empanelment. Jharkhand Staff Selection Commission reserves the right to modify, expand, redirect, scrap, refloat or cancel EOI at any stage without assigning any reasons. Responses received after the stipulated time period or not in accordance with the specified format will not be considered.

5. Interested Agencies fulfilling the eligibility criteria may obtain EOI document on written request to Jharkhand Staff Selection Commission, Ranchi or download it from Commission's website [www.jssc.nic.in](http://www.jssc.nic.in). In case EOI document is obtained through written request the Agency

will be required to make payment of 1000/- (Rupees One Thousand only) through demand draft drawn on a nationalized commercial bank in favour of Secretary in-charge, Jharkhand Staff Selection Commission, payable at Ranchi. Agencies which download EOI document from the Commission's website [www.jssc.nic.in](http://www.jssc.nic.in) will have to attach a demand draft of INR 1000/- (Rupees One Thousand only) drawn on a nationalized commercial bank while submitting their EOI. The Bidder has to submit tender fees of INR 1,000/- (One Thousand Only) in form of Demand Draft drawn in favour of the "Secretary in-charge, Jharkhand Staff Selection Commission" payable at "Ranchi" towards the cost of tender document while submitting their bid, failing which the tender will be summarily rejected. This can also be transferred electronically to JSSC Bank A/c and proof of the same attached with technical bid. The JSSC account details are as follows:-

**Account No :- 41100073242**

**IFSC Code :- SBIN0000207**

**MICR Code :- 834002004**

6. Jharkhand Staff Selection Commission will not be responsible for any postal delays.

Sd/-

Secretary in-charge,  
Jharkhand Staff Selection Commission  
Ranchi.

**SECTION-II****TIMELINE AND SCHEDULE**

Organisation	Jharkhand Staff Selection Commission
District	Ranchi
Expression of Interest No.	01/2024
Work Name	Selection and Empanelment of Agencies for conduct and processing of various recruitment examinations of Jharkhand Staff Selection Commission.
E-Mail ID	Jharkhandstaffselection@gmail.com
Contact Person Name	Mrs. Madhumita Kumari, Secretary in-charge, Jharkhand Staff Selection Commission.
Contact Telephone No.	9264431721
Document Sale Start Date	12.01.2024 from 10:00 AM
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## SECTION – III

### OBJECTIVE AND FUNCTIONAL INPUTS

#### 1. Disclaimer

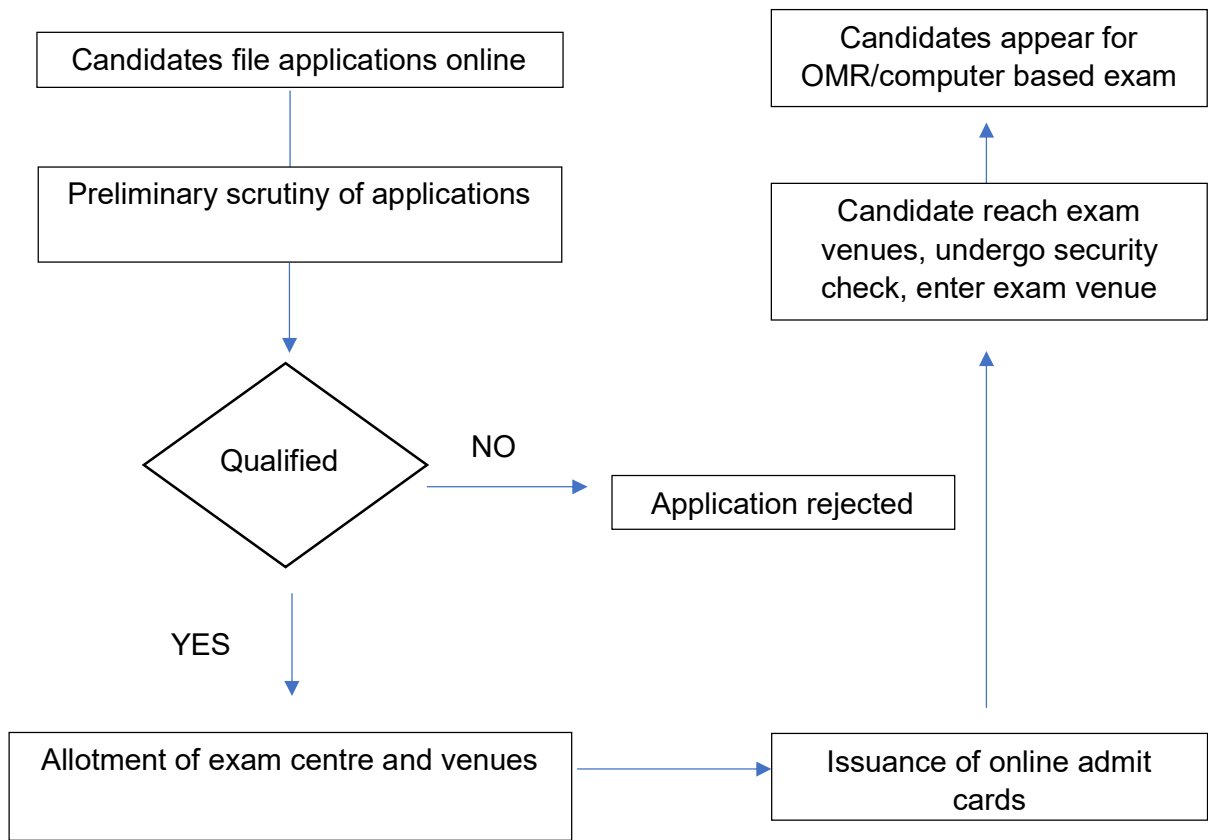
This EOI document is neither an agreement nor an offer to agreement by Jharkhand Staff Selection Commission (JSSC), Ranchi but an invitation to receive offer(bid) from Agencies, who are qualified as per the prescribed eligibility criteria. No contractual obligation whatsoever shall arise from the EOI process unless and until a formal contract is signed and executed by duly authorized officer of JSSC with the Agency. The JSSC representatives may, in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this EOI Document.

#### 2. Functional Inputs

- (a) Jharkhand Staff Selection Commission, headquartered at Ranchi, a statutory body constituted under the Jharkhand Staff Selection Commission Act, 2008, is mandated to conduct several Competitive Examinations in a year, viz
- Combined Graduate Level Examination,
  - Combined Higher Secondary (10+2) Level Examination,
  - Combined Diploma Level Examination,
  - Combined Matric (10<sup>th</sup>) Level Examination
  - Recruitment examination for Constables/Sub-Inspectors & Assistant Sub-Inspectors in Jharkhand Police & Excise Department,
  - Recruitment Examination for Graduate and Post Graduate Teachers, etc.
- (b) Besides the above, the Commission conducts several Limited Departmental Competitive Examinations, in a year for promotion from one post to another.
- (c) Further, the Commission also undertakes recruitment examinations for Selection Posts, i.e. isolated posts in different Ministries/Departments and Attached and Subordinate Offices of the Government of Jharkhand, which are not covered by the All Jharkhand Open Competitive Examinations and have essential qualifications specific to the job requirement.

### 3. Objective of this Exercise

- (a) The primary objective of this exercise is to empanel Service Provider(s) to assist the Commission in conducting OMR/computer based examinations in a safe, secure and seamless manner.
- (b) As far as JSSC's operations are concerned, most competitive examinations for recruitment to various posts of Government of Jharkhand and its attached and subordinate offices are held in Optical Marks Recognition (OMR) based method on a pre-formatted answer code-sheet which are later evaluated through automated machines.
- (c) Under this dispensation, eligible candidates appearing for competitive examinations, register themselves through an online system. Thereafter, their admit cards are issued by JSSC at a prescribed time after allotment of examination venues. The candidates appear for examinations at the assigned examination venues on the allotted date and time.
- (d) The process of conduct of examination is depicted in the diagram here: -



#### **4. General Requirements from service provider: -**

The selected service provider is expected to assist the JSSC in the conduct of OMR/computer based examinations for eligible applicants and the scope of activities include but are not limited to: -

- a. Designing of application forms for filling up of online application by candidates.
- b. Designing of admit card template, getting it approved by the Commission and after approval, upload the admit card for downloading by the candidates.
- c. Allocation of seats to candidates based on seat matrix provided by Commission.
- d. Question Paper setting, with 03 sets of questions for each paper
- e. Maintain a robust question bank in a safe and secure manner
- f. End-to-end support including technical, operational, logistic and manpower related support, before, during and after, the conduct of examination, including-
  - i. Security & frisking (engagement of professional security agencies),
  - ii. Arrangements for biometric authentication of candidates,
  - iii. Arrangements for CCTV/Videography at examination centers,
  - iv. Establishment of control room at JSSC HQ with robust dashboards for real-time/near-real-time monitoring of examinations.
- g. Preparation of answer keys.
- h. Processing the challenges/representations received from candidates with regard to question/answer keys, and ensure publication of error-free final answer keys.
- i. Timely submission of Combined Merit List(CML) of candidates to JSSC
- j. Support to the JSSC Headquarter during pre-examination, conduct of examination and post-examination phases.
- k. Other miscellaneous support related to Legal, RTI etc., matters.

**SECTION-IV**  
**Scope of Work**

**Detailed description of Activities to be executed by the selected service provider(s): -**

**1. Infrastructure support-**

Infrastructure support shall include the following but not be limited to:

- i. Surveillance cameras at examination centres, without leaving any dark spots.
- ii. Capture biometric data of all candidates prior to entrance at the examination venue, and its authentication during subsequent stages of examination/verification.
- iii. Arrangement for handing over of unedited CCTV/video footage etc. after examination to the Commission.

**2. Question Set**

The service provider must ensure in a time bound manner- (a) a robust mechanism for preparation of bilingual question papers confidentially, and (b) a secure mechanism for the transmission of the same to the concerned district treasury, failure to which will attract a penalty as specified in Service Agreement. The work shall include but not be limited to the following-

- i. Ensure to maintain highest standard of confidentiality in preparation, processing, maintenance, storage and administration of question set,
- ii. Three sets must be prepared for each paper,
- iii. Ensure that the questions are **not** identical to questions of any other examinations for similar posts of past two years,
- iv. Questions would be prepared topic-wise and subsequently the same would be clubbed,
- v. Ensure that the question papers have similar difficulty level across various set of question papers for one examination,
- vi. If translation of question items is required, translation work will be done through a dedicated panel of experts,
- vii. Same meaning and sense of question be retained in the translated version, as in the original language,
- viii. Ensure proof-reading of each question to eliminate errors/omissions,
- ix. Questions must be randomized,
- x. Scrutiny/audit of questions should be of the highest level to ensure zero error in question papers and answers. Penalty, as determined by the Commission, will be imposed on the concerned service provider in case there are wrong questions in question paper and/or wrong answer key is published.

**3. Scope for self-review by candidates in the manner prescribed below-**

- The candidates who had appeared in the examination would be given a link by JSSC to challenge question/ tentative answer keys,
- The question will be visible to candidates for a limited period of time as decided by the Commission,
- The challenges on the Questions/Answer keys will be given to the service provider for their further processing,
- The service provider will submit the objections raised by the candidates to a panel of subject experts and based on expert opinion, submit final answer key to the Commission with proof.

**4. Preparation of final scores in the following manner-**

- Service provider will finalize the answer keys within 10 working days of the receipt of the challenges and provide the same with proof to JSSC, failure to which will attract a penalty as specified in Service Agreement.
- In case examination takes place in multiple shifts, an approved normalization formula will be applied on the raw scores for arriving at the final scores of the candidates,
- Service provider will provide the scores of the candidates within 10 working days of the finalization of answer keys.

**5. Manpower provision and support by service provider will include but not be limited to-**

(i) Chief coordinator in the headquarters of the Commission, who will be its own employee and will be responsible for the overall coordination between JSSC and all other functionaries appointed by the service provider, who are associated with the conduct of examination(s). He/she will inter-alia perform the following functions: -

- (a) Coordinating the task of designing the application form, incorporate modifications in it as suggested by the Commission and its subsequent uploading on the website so that it can be downloaded by the candidates,
- (b) Coordinating the work of processing the scores and preparation of Merit List including the processing of challenges,
- (c) Providing responses on RTI application, complaints, grievances, court related matters, police case etc.,
- (d) Providing all reports required by the Commission time to time,
- (e) Capture of biometric data of the candidates and its verification at subsequent stages of the examination,
- (f) Any other functions assigned by the JSSC.

Chief Coordinator will be assisted by one or more permanent employee(s) of the Services Provider. He / She will be the representative of the Services Provider and will be the single point of contact at JSSC HQ for all examination related matters.

(ii) Coordinator at each examination venue.

## **6. Miscellaneous**

a) In addition to the above, the responsibilities of the selected Service Provider will also include, but will not be limited to, the following:

(i) Provide necessary software as well as IT infrastructure maintenance support,

(ii) Work in close coordination with JSSC and provide reports as required by the Commission,

(iii) Carry out the activities as indicated in the contract agreement and submit all the mentioned deliverables within the stipulated time-frame.

(iv) Ensure that no personal/private information relating the candidates is shared with any unauthorized entity.

(v) Maintain sanctity of the examination at all cost. This Includes: -

- Confidentiality of Question sets
- Confidentiality of subject matter experts
- Gate management and security and safety at exam venues
- Confidentiality of security related arrangements and data of candidates & venues
- Confidentiality during evaluation

(vi) Service Provider will collect biometric information from each candidate appearing for examination, in the form of (i) Thumb impression (ii) Digital Photograph. This information must be transferred to the Commission in "JPG format". Bio metric log files in excel format will be shared through SFTP.

(vii) Service Provider will also have to provide logistical support in verification of biometric data of the candidate with the physically present candidate in subsequent stages of the examination as and when directed by the Commission.

(viii) Biometric information 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 Standard: Manual of Government of India"

(ix) Biometric information shall be transferred to the Commission within the time stipulated by JSSC after completion of any given examination. On successful upload, the biometric information must be erased/ removed from Service Provider's system/storage.

- (x) Biometric information collected at venue must be erased after a period determined in consultation with the Commission and certificate to this effect must be furnished to the Commission.
  - (xi) Service Provider shall provide a mechanism to JSSC to access data related to biometric, photograph of candidates, etc to enable the Commission to generate PDFs as required for individual candidates or a group of candidates or for specific venue.
  - (xii) 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 the subsequent examination.
- (b) Maintain effective liaison with local District & Police Administration who, too, have specific assigned duties in regard to the proper conduct of examination.
- 7. Documentation:** The Service Provider must ensure that that complete documentation of the examination is provided with Standard Operating Procedures (SOP), minutes of meeting etc. and adhere to standard methodologies in software development/operations as per **ISO 9001 and ISO 27001 standard.**
- 8. CCTV surveillance service and biometric registration on day of examination:-**
- (a) (i) The service provider should have capabilities of CCTV surveillance system to monitor and capture the activity of candidates/exam centres.
  - (ii) All exam halls, walkways, control room, entry/exit gates etc should have CCTV surveillance cameras installed in a way that activity of each candidate is captured.
  - (iii) There shall be at least one CCTV camera in every classroom, 2 on Entry/Exit Gate and 1 in Control Room of each exam centre.
  - (iv) Installation of CCTV colour cameras should be made at least one day in advance from the scheduled date of examination and/or in such a way that the CCTV are functional from one hour before the scheduled time of commencement of the examination and 30 minutes after the completion of the examination. If examinations are conducted in more than one shift, the CCTV surveillance must start 60 minutes before the beginning of the first shift and continue without breaks until 30 minutes after the completion of final shift.
  - (v) During the period of examination, CCTV facility shall not be interrupted due to any technical fault etc. and therefore service provider shall take care of functioning of CCTV with adequate backup of CCTV.
  - (vi) Power arrangement would come under the scope of JSSC. In addition to this, the service provider has to arrange 15 minutes backup at each examination centre for their CCTV facility.

(vii) The CCTV feed data should travel through secured VPN Tunnel and one copy will be maintained at Cloud based storage.

(viii) The service provider shall submit the complete recording of the entire examination duration within 7 days of successful completion of the examination.

(ix) Service provider is required to share CCTV footage with JSSC either through a file transfer mechanism or by providing access to the storage servers; also, will keep a copy of the same securely till one year after expiry of contract between service provider and JSSC.

**(b) While a candidate enters the examination venue, the following activities shall be ensured:**

- Body frisking (separately for male and female candidates).
- Frisking with hand-held metal detector devices.
- Capture of prescribed biometric details of candidates, namely, (1) digital finger print and (2) digital photograph.

Biometric registration of the candidates should start 1 hour before the conduct of exam and conclude well within the time of start of examination.

**9. Pre examination activities will include, but not be limited, to the following:-**

1. Draft and final recruitment advertisement to be published.
2. Formatting and designing of online application form along with brochures for different categories of posts/examination and other templates.
3. The application format shall capture all relevant information of candidates by including fields such as: -

1. **Personal Information:** -

- i. Advertisement No. :-
- ii. Name of Post :-
- iii. Name of candidate : (English)
- iv. Father's Name
- v. Photograph of Candidate:-
- vi. Date of Birth – dd – mm – yyyy.
- vii. Gender – Male/Female
- viii. Mark of Identification:-
- ix. (a) Category – Unreserved/Scheduled Caste/Scheduled Tribe (Primitive Tribe, Whether Yes or No)/EBC Annexure -1/Backward Class Annexure-2/Economically Weaker Section  
(b) Physically handicapped (Options to depict the type of disability)

- x. Mailing Address:-
- xi. Permanent Address:-
- xii. E-Mail Address:-
- xiii. Mobile Number:-
- xiv. Option for different posts (in case of combined competitive examination)
- xv. Option for district (if required)

2. **Educational Qualification:-**

Table will be provided which will contain-

- (1) qualification,
- (2) year of passing,
- (3) Name of School/College,
- (4) Name of Board/University,
- (5) Percentage of marks obtained.

Five rows should be provided for qualifications. The fields mentioned above are indicative only.

- 4. Collect all the application forms submitted online.
- 5. Processing of application forms which entails creation of main data bank, scanning of photograph and signature of candidate, address etc.
- 6. Scrutinize the application before creating computer database as per the terms of advertisement and thereafter issue information to candidates as per the direction of Jharkhand Staff Selection Commission for verification of certificates and testimonials etc. by way of e-mail or SMS or both.
- 7. Generation of Roll Numbers as per centre list to be provided by the Commission and issue electronically generated admit cards to all candidates with download facility from Commission's website for the **examination**.
- 8. Designing and printing of attendance sheets with scanned photograph, signature of candidate etc, as per direction of the Commission for the **examination**.
- 9. Preparation of secret and non secret packets for each examination center.
- 10. Carbonless OMR sheet (in triplicate copy) and Question Booklet will be printed with corresponding number to each other and packed in polythene packet separately.
- 11. Examination centers shall be decided by the Commission. It is expected that up to 50,000 (Fifty thousands) examinees will be accommodated in different examination centers at Ranchi. In case of candidates being in excess of 50000, the examination centers will be spread over entire twenty four (24) districts of the State. List of examination centers, along with number of rooms and seating capacity, will be provided by the Commission.

**SECTION – V**  
**SCHEME OF EXAMINATION**

1. The Commission will hold separate examinations for group of posts according to minimum qualification prescribed for specific posts like graduate/intermediate/diploma and matric level and other such special examinations as decided by state government for posts of Board, Corporation, University, School Teacher, Uniformed Services etc. The standard of questions shall be at par with the level of educational qualification.
2. Pattern of Examination shall be as follows:-
  - (a) There shall be a single layer of examination which will consist of three papers:-
    - i. **Paper-I - Normally it will consist of comprehension and grammar test for Hindi and English comprising of multiple choice questions having four options each. Number of questions shall be 120. This examination will be of two hours duration.**
    - ii. **Paper II - This paper will be of regional/tribal language, consisting of 100 multiple choice questions having 4 options for each question. This examination will be of two hour duration.**
    - iii. **Paper III – In case of posts of general nature, it will have questions on General Knowledge, Arithmetic, Mental Ability and Computer Awareness. Duration of examination will be of two hours having 150 multiple choice questions. In case of posts requiring knowledge of specific subject, the question paper will comprise of questions on the specific subject along with maths, general science & general knowledge.**
  - b) **Scheme of the examination mentioned above is subject to change depending upon rules and regulations framed by the Government from time to time. Detailed scheme of examination will be conveyed at the time of invitation of Financial Bid.**
3. Notwithstanding the above, the number of papers may vary as per recruitment rules for the service in question framed by the State Government.
4. Question papers for these examinations should be in proportion of different subjects in the syllabus. Generally it must have a mix of easy (30%) average (40%) and tough (30%) questions but this balance may be changed as per the decision of the Commission. **This may, also, vary from examination to examination.**
5. For conducting the examination, single set of question paper will be printed with four series (A, B, C & D). In these four series, the question order will be shuffled but questions will remain the same.

6. Question paper, as designed in Para 4 and 5 above should be printed on (NO PHOTOCOPYING) good quality white paper. The questions will be printed bilingually (Hindi-English).
7. Carbonless OMR answer sheets will be printed on 100 gsm paper and it should be readable by OMR scanning machine. The OMR answer sheet will be of two pages. The first page will contain detailed instructions on filling of form, name of candidate, roll number, space for handwriting specimen, signature of candidate and signature of invigilator. The back page will contain details like question booklet number, Roll Number, series, category, examination paper details with desired number of bubbles. The page must contain the bar code.
8. The agency will deliver the question papers and OMR answer sheets in sealed boxes as per direction of Commission at Ranchi centre wise/district wise. The question papers and OMR answer sheets will be packed in separate heat sealed colored plastic envelops with their serial no. (from-to) printed on them. Each packet will contain 24 question papers/OMR answer sheets. Colored envelopes containing question papers and OMR answer sheets should be different.
9. Agency will have to conduct Typing Test also where the recruitment rule requires it.

#### **Post Examination**

10. The agency will scan all the OMR answer sheets on two or more scanners in the presence of officer/officers of the Commission deputed for the purpose and these will be kept separately. The two scanned data disc will be compared and the correct data will be made available to the Commission.
11. Just after the conclusion of the examination, the Agency will send the model answer key of the questions to the Commission. Commission will invite objections on model answer key and objection/suggestions received within the stipulated time will be forwarded to the Agency. Agency will put all the objection/suggestions before an expert committee appointed by the Agency and the opinion/recommendation of the committee regarding correct answer will be sent to the Commission for its approval, with supportive evidence. The Commission will forward the approved answer key to the Agency. The Agency will evaluate the OMRs on the basis of revised answer key approved by the Commission.

12. The final result **for examination** will be prepared as per instructions of Commission and the Agency will have to provide evaluation report of each candidate to the Commission (both in Soft and Hard Copy).
13. After evaluation, the OMR answer sheet and all related documents shall be returned to the Commission in packets. The packets shall be made center wise.
14. Confidentiality of documents must be maintained by the Agency. All deliverables mentioned in above paragraphs shall be ensured in consultation with the Commission. The Agency would, at all times, conduct the activities with utmost integrity which includes maintaining integrity in all the processes before, during and after the examination.

## SECTION – VI

### ARRANGEMENTS FOR PEACEFUL CONDUCT OF EXAMINATION

1. Deputy Commissioner of concerned district or any officer not below the rank of ADM designated by him will be Zonal Coordinator and head of institution (examination centre) will be Centre Superintendent.
2. Arrangements for proper conduct of examination will be as under:-
  - (a) Center Superintendent for each examination center.
  - (b) One Additional Center Superintendent for each examination center, having candidates up to 500 and one extra Additional Center Superintendent for each extra 500 candidates or fraction thereof.
  - (c) Required number of Invigilators shall ordinarily be provided from the teaching staff of the institution. There should be at least two invigilators for 24 or fewer examinees and one additional invigilator for each additional 24 or part thereof in each room. In case there are less than 24 examinees in a room, a minimum of two invigilators must be provided in that room.
  - (d) One peon and one clerk for each examination center,
  - (e) One peon for three class rooms of each examination center to serve the examinees and invigilators,
  - (f) One Magistrate at each examination center to act as Observer with one section of Police Force.
  - (g) One Magistrate for each district to act as representative of Controller of Examination,
  - (h) Arrangement of vehicles for Magistrate/Police Force deployed at the examination,
  - (i) Proper drinking water facility will be made at examination center.
3. It is expected that agency may have to incur an approximate expenditure on above items @ Rs. 100 per candidate for each examination date. No rent is payable for hiring the examination center.

NOTE: - Commission may spend the money aforesaid if the Agency agrees for the same; if not, the remuneration for personnel deployed will be fixed by the Commission and the Agency will have to arrange for the deployment of the required personnel from competent authority of the Govt.
4. A representative of the agency, well conversant with the concerned examination process, will remain at Commission headquarter to oversee the peaceful conduct of examination.

## SECTION – VII

### ELIGIBILITY CRITERIA OF TENDERER AND OTHER RELATED MATTERS

1. The tenderer must be duly incorporated either under Indian Companies Act 2013 or The Partnership Act, 1932 or Societies Registration Act 1860. Consortium of companies/firms will not be permitted to participate.
2. The tenderer must have average annual turnover, for last **05 (five)** financial years (2018-19, 2019-20, 2020-21, 2021-22 & 2022-23), of not less than 500 lakhs. Audited statements/CA certificate for last five years should be submitted along with technical proposal.
3. The tenderer must have minimum five years of satisfactory experience of conducting the entire process of examination for recruitment in Central Govt/PSU, State Govt/PSU, Statutory Recruitment Agencies etc. Also, the tenderer must have conducted at least one examination in last five years, in which not less than 100000 (One Lakh) candidates have participated.
4. Empanelment of Agencies will be based on evaluation of technical bids. Financial bids will be obtained later from empanelled agencies for specific examination, as and when required.
5. The tenderer company/firm/society or any of its directors/partners should neither be convicted by any court of law or black listed by any Government/PSU/Statutory Recruitment Agencies

**Note:- If any criminal case is pending against such tenderer by any Government/PSU/Statutory Recruitment Agency etc, then it must be disclosed with supporting documents. In such cases final decision regarding eligibility shall be taken by the Commission and it will be binding.**

6. The tenderer must have requisite number of IT and Administrative professionals details of which will be furnished in the prescribed format/client format.
7. The tenderer shall maintain tier three Data Centre and Disaster Recovery Centre of same capacity in different Seismic Zones. These centers must be security certified.
8. The tenderer must have PAN, Goods and Service Tax (GST) registration and submit the copies of the same.
9. The tenderer must submit satisfactory performance report of last **05** years from their clients in prescribed format.

## 10. Indemnity

The tenderer shall keep Jharkhand Staff Selection Commission and its officials indemnified and hold harmless from and against all and any claims, demands, losses, damages, penalties, expenses and proceedings connected with implementation of this empanelment.

## 11. Earnest Money Deposit (EMD)

The Agency shall furnish Earnest Money Deposit (EMD) of **1,00,000/-** (Rupees **One** Lakh only) through Demand Draft of a nationalized bank drawn in favour of Secretary in-charge, Jharkhand Staff Selection Commission payable at Ranchi with the Technical Proposal, without which EOI will be summarily rejected. This can also be transferred electronically to JSSC Bank A/c. EMD of empanelled agencies will be returned without interest on expiry of empanelment, unless forfeited on grounds of unsatisfactory service or on submission of non-responsive proposal in response to this call. EMD of agencies not empanelled will be returned after culmination of empanelment process.

## 12. The EMD may be forfeited in the following conditions:

- a. If a bidder withdraws its bid during the period of validity of the bid.
- b. In case of a bidder being successful in the commercial bidding process, if the bidder materially fails to sign the contract in accordance with terms and conditions as detailed under this EOI.

## 13. Price of Components and Overall Price Information

- a. No adjustment of the price quoted in the commercial proposal shall be made on account of any variations in costs of labour and materials, currency exchange fluctuations with international currency or any other cost component affecting the total cost, in meeting obligations under the contract.
- b. The price quoted in the commercial proposal shall be the only payment, payable by JSSC to the successful bidder for completion of the contractual obligations, by the successful bidder under the contract, subject to the terms of payment as specified in the commercial bid or the terms of payment as decided with the bidder after negotiations. The price shall be exclusive of all taxes, duties, charges and statutory levies as applicable.
- c. The prices, once offered, must remain fixed and must not be subject to escalation for any reason whatsoever, within the period of the validity of the proposal and period of the validity of the contract. A proposal submitted with an adjustable price quotation or conditional proposal may be rejected at the discretion of the Commission.

- d. Bidder should provide all prices, quantities as per the format prescribed. No field/columns should be left blank by the bidder. In case of a field being not applicable, the bidder must indicate “NA (Not applicable)” in all such fields.
- e. It is mandatory to provide details of the GST payable by bidder. The bidder shall also submit to JSSC, its GST registration certificate and other requisite details as per the government regulations.
- f. All costs incurred due to any delay or default, directly attributable to the bidder, shall be borne by the bidder.
- g. JSSC reserve the rights to direct bidder to submit proof of payment against any of the taxes, duties and statutory levies as indicated in the bid, within the specified time frame as permitted under the relevant taxation laws.

**14. Right to Terminate the Process**

JSSC makes no commitment, explicit or implicit that these processes will result in a commercial transaction with any of the bidders participating in the process. A bidder’s participation in this process may result in JSSC selecting the bidder concerned, to engage in further discussion and negotiations towards the finalization of the contract. The commencement of such negotiations does not, however, signify a commitment by the Commission to execute the contract or to continue with further negotiations.

**15. Language of Bids**

The bids prepared by the bidder and all correspondence and document relating to the bids exchanged by the bidder and the Commission, shall be in English.

**16. Bid Prices**

- (a) Prices quoted in the bid must be firm and final, and shall not be subject to any upward modification or escalation, on any account whatsoever. However, JSSC reserve the right to negotiate the prices quoted in the bid, to effect an appropriate modification in the commercial terms and condition quoted. The commercial bid should clearly indicate the price to be charged, without any qualification whatsoever and should exclude all taxes, duties, fees and other statutory charges as may be applicable in relation to the activities proposed to be carried out in the contract concerned. Prices should not be revealed in any form before the opening of the commercial bid. Failure to abide by the given conditions could result in the bid,

submitted by the bidder concerned, to be summarily rejected by the Commission. If a change in price is envisaged due to any modification/clarification, revised bid shall be submitted with prior written permission. All bids will be in Indian Rupees only.

- (b) The “Bidder” used in the bid documents, shall be construed as the one who has signed the bid form. The bidder may be either the Principal Officer or the Authorized Representative of the bidder. In either case, he/she shall submit a certificate of authorization to this effect. All certificates and documents (including any clarification sought and any subsequent correspondences received) shall, as far as possible, be furnished and signed by the Principal Officer or by the Authorized Representative of the bidder concerned.

**17. Right to the Contents of the Proposal**

All proposals and accompanying documents of the technical proposal shall be considered as the property of JSSC and shall not be returned after opening of the technical proposals. JSSC is not restricted in its right to use or to disclose any or all of the information contained in the proposal and can do so without any liability to compensate the bidders.

**18. Modification and Withdrawal of Proposals**

No proposal can be withdrawn in the interval between the deadline for submission of the proposal and the expiry of the validity period as specified in this EOI. The bid fees shall be forfeited if any of the bidders withdraw their bid.

**19. Disqualification**

The proposal is liable to be disqualified under the following circumstances:

- a. Proposal is not in accordance with the procedure and formats prescribed in this EOI or is treated by the Commission as a non-conforming proposal,
- b. The form used for submitting the proposal is found to be incomplete,
- c. Proposal is not accompanied by all the requisite documents,
- d. Proposal is for only a part of the project,
- e. Information submitted in technical proposal is found to be misleading, incorrect or false, at any time during the finalization of the contract or during the tenure of the contract, including the extension period, if any,
- f. Commercial proposal is found to be enclosed along with the technical proposal,
- g. Bidder tries to influence the process of evaluation of the proposal by resorting to unlawful/corrupt/fraudulent means at any point of time during the bid process,

- h. In case any one bidder submits multiple proposals for the same category/slab or in case of a common interest arising amongst more than one bidder, the bidders concerned will be disqualified,
  - i. Bidders may specifically note that while evaluating the proposals, if it comes to the knowledge of the Commission, that some bidders may have colluded in any manner whatsoever or otherwise joined to form an alliance or cartel, resulting in collusive bids or in delaying the processing of the proposal, the bidders so involved would be liable to be disqualified for the award of this contract, which may extend for a further period of three years in regard to tenders floated by the Commission,
  - j. Bidder failing to deposit the Performance Bank Guarantee (PBG) of amount equal to 10 % of total project cost or failing to enter into a contract within 21 days of the date of notice of award of contract or within such extended period, as may be specified by JSSC.
20. **JSSC's right to change the scope of contract at the time of award of the contract**
- a. JSSC may at any time, by a written order given to the bidder, make changes to the scope of the contract under consideration.
  - b. If any such change causes an increase or decrease in the cost of or the time required for the bidder's performance of any part of the work under the contract, mutually agreed change in the value or time schedule relating to the given contract shall be arrived at between the bidder and the Commission. JSSC reserves the right to withdraw/revoke/cancel the whole or any part of the Bid at any stage without assigning any reason
21. **JSSC's right to accept any bid and to reject any or all bids**
- a. JSSC reserves the right to accept any bid and / or annul the bidding process and reject the bids at any time prior to the final award of contract, without incurring any liability to the bidders concerned and without any obligation to inform the bidders concerned regarding the reasons for said action of JSSC.
  - b. JSSC reserves the right to negotiate the terms and conditions of the commercial bid with the selected bidder seeking a revision in the submitted bid.
22. **Tax Liability**
- The bidder shall indicate taxes/GST wherever applicable.
23. **Uniformity**
- a. All information submitted must clearly refer to page number, section number or other identifying reference in this EOI document. All information submitted must be noted and furnished in the sequence mentioned in this EOI.

b. All pages of the proposal submitted by bidder should be sequentially numbered.

24. **Only One Proposal**

Bidder shall submit only one proposal under each category/slab. If a bidder submits or participates in more than one proposal, all such proposals shall be disqualified.

25. **Bid Scope**

The bidder cannot bid for a specified portion of the EOI under consideration. The entire scope of work has been detailed in this EOI. The Commission may, however, award different portion of the work to different bidders.

26. **Signing of General Agreement**

Successful bidders in the technical bid for empanelment shall have to sign an agreement which is called General Agreement. A draft of the said agreement is attached with EOI document as Appendix-A.

27. **Signing of Service Agreement**

Successful bidders in the financial bid for specific work assignment shall have to sign an agreement which is called Service Agreement. A draft of the said agreement is attached with EOI document as Appendix-B.

## SECTION – VIII

### **Submission of Tender**

1. Interested Agencies fulfilling eligibility criteria may obtain EOI document from 12.01.2024 by written request to JSSC on payment of Rs 1000/- (One Thousand Only) through demand draft drawn on a nationalized commercial bank in favour of Secretary in-charge, Jharkhand Staff Selection Commission payable at Ranchi or by downloading it from commission's website - www.jssc.nic.in. Those Agencies who downloaded the EOI document from the Commission's website mentioned above will have to attach a Demand Draft of Rs. 1000/- (Rupees One Thousand only) drawn on a nationalized commercial bank in favour of Secretary in-charge, Jharkhand Staff Selection Commission payable at Ranchi while submitting their EOI. This can also be transferred electronically to JSSC Bank A/c and proof of the same attached with bid. Agencies can send their fully completed Expression of Interest (EOI) proposal on or before 19.02.2024 at 05:00 PM at the following address: -

**Address:- Secretary in-charge, Jharkhand Staff Selection Commission, Kalinagar,  
Chaibagan, Namkom, Ranchi- 834010 (Jharkhand)**

### 2. **Submission of Proposal**

- a. The proposal should be submitted strictly as per prescribed format along with documents in support of information submitted therein by the bidder. Expression of Interest (EOI) received after stipulated time period or not in accordance with specified format will be summarily rejected as non-responsive. Delivery of the proposal along with documents against the EOI at the above address within prescribed time will be sole responsibility of the responding agency.
- b. The EOI duly signed by the authorized person in blue ink in every page including annexure/appendices shall be submitted in a sealed envelope marked: **“Empanelment of Agencies for Recruitment Examinations of JSSC.”** All the relevant documents shall be enclosed with the technical proposal.
- c. Only duly authorized representative of the Agency should sign the EOI. It shall be certified that person signing the EOI is empowered to do so on behalf of the agency. A copy of the Memorandum and Article of Association of the Agency or a copy of contract of partners shall be attached with the EOI.
- d. The EOI should be submitted with two printed copies one marked **ORIGINAL** and other marked **DUPLICATE** and a soft copy on non-rewritable CD/DVD with all the contents of EOI.
- e. Any correction or overwriting may render proposal invalid.
- f. Conditional offers will be summarily rejected.

## Marking Criteria for Technical Evaluation of Bids

Following Scoring Model will be followed for technical evaluation of the bids

Sl. No.	Description of Marking Schemes	Maximum Marks	Marks evaluated by Bidder Marks	Marks evaluated by Technical Evaluation Committee
<b>1.</b>	<b>BIDDER'S PROFILE</b>	<b>20 Marks</b>		
1.1	Overall IT staff strength (Project Management/ Development/ Quality Assurance/ Implementation/ Operations)	10 Marks		
	1-100	00		
	101-175	05		
	176-250	08		
	251 & Above	10		
1.2	<b>Software/ Solution</b>	10 Marks		
	Organisation should own the source code of the application software	05		
	The organisation should have in-house 20 technical personnel to maintain software and data used examination management system and should follow well defined software change management process to manage changes in the software ( pl attach Proof)	05		
<b>2.</b>	<b>BIDDER'S CERTIFICATIONS</b>	<b>10 Marks</b>		
2.1	CMMI level for both Organisation Development and Services)	05 Marks		
	CMMI level 3	02		
	CMMI level 5	05		
2.2	STQC/ CERT-IN & ISO certifications	05 Marks		
	ISO 9001 & ISO 27001 Certified	02		
	Online Software STQC/ CERT-IN Certified	03		
<b>3.</b>	<b>BIDDER'S FINANCIAL TURNOVER</b>	<b>15 Marks</b>		
3.1	Average annual turnover in INR during 2018-19, 2019-20, 2020-21, 2021-22, 2022-23 in India from Examination Management Services only (pl. submit proof)	15 Marks		
	>= 5 Crore <b>but less than</b> 10 Crore	08		
	>= 10 Crore and above	15		
<b>4.</b>	<b>BIDDER'S EXPERIENCE IN EXAMINATION RECRUITMENT MANAGEMENT SYSTEM (EMS) IN INDIA</b>	<b>25 Marks</b>		
4.1	No of years in Examination Management System (EMS)	05 Marks		
	Less than 5 years	00		
	More than 5 years in OMR based Examination only	03		
	More than 5 years in CBT based Examination only	03		
	More than 5 years in both OMR & CBT based Examination	05		
4.2	Maximum no. of candidates registered in EMS in single assignment in last 05 years	10 Marks		
	<100000 Candidates	00		
	>= 100000 Candidates - <300000 Candidates	06		
	>=300000 Candidates	10		
4.3	No. of Assignments completed with more than 100000 Candidates in India <b>during last 05 years</b>	10 Marks		
	Less than 3 Assignments	00		
	3 to 5 Assignments (OMR based Examination only)	03		
	3 to 5 Assignments (CBT based Examination only)	03		
	More than 5 Assignments (OMR based Examination only)	05		
	More than 5 Assignments (CBT based Examination only)	05		
<b>5.</b>	<b>BIDDER'S INFRASTRUCTURE CAPABILITY</b>	<b>10 Marks</b>		
5.1	Primary Data Centre with secondary DC site to be managed by the bidder/ group of companies for data security	10 Marks		
	Tier III Primary DC infrastructure with Secondary DC owned/ outsourced by the bidder/ group of companies	05		
	Tier III Primary DC infrastructure with Secondary DC owned/ outsourced by the bidder/ group of companies with Cert-in Certified infrastructure	10		
<b>6.</b>	<b>APPROACH AND METHODOLOGY</b>	<b>20 Marks</b>		
6.1	The marks for Approach and Methodology will be given by the Committee based on the presentation & demonstration made by the bidder.	20 Marks		
	<b>Total Score</b>	<b>100</b>		

Bidder scoring less than 60% will be considered technically disqualified; from amongst all technically qualified bidders top 5 (five) will be empanelled.

## 2. Expression of Interest (EOI) evaluation

- 1 The EOI will be opened on 20.02.2024 at 11:30 AM in the Commission's office and Bidders will be at liberty to be present personally or through their authorized representative at the time of opening of EOI.
- 2 The Technical Evaluation Committee shall evaluate the EOI as per the given framework criteria. Accordingly, all technically qualified bidders will be evaluated and top 5 (Five) shall be empanelled.
- 3 The panel will be operative for a period of 01(one) year i.e. till \_\_\_\_ of 2025. The empanelment may be extended for a further period of two years (one year at a time) subject to the satisfactory services and at the sole discretion of Jharkhand Staff Selection Commission.

## 3. Checklist of Documents (with format) to be submitted with EOI:

- i. Tender Acceptance Letter (On Company/Firm Letter Head). **(Annexure-1)**
- ii. Proof of incorporation under Indian Companies Act/ Partnership Act/ Societies Registration Act along with other relevant details. **(Annexure-2)**
- iii. Audit statement/CA Certificate for last five years. **(Annexure-3)**
- iv. Minimum five years of satisfactory experience from Central Govt./Undertakings/State Govt./Undertakings/Statutory Recruitment Agencies as well as experience of conducting examination with over 1 lac candidates. **(Annexure-4)**
- v. Performance Report of works referred in Annexure 4. **(Annexure-5)**
- vi. Proof of recruitment process experts and specialists on roll. **(Annexure-6)**
- vii. Representative Authorization Letter. **(Annexure-7)**
- viii. Copies of PAN & Goods and Service Tax (GST) Registration.
- ix. EMD of **1,00,000/- (Rupees One Lakhs only)**.
- x. Demand Draft of 1000/- (Rupees One Thousand only) if EOI document downloaded from JSSC official website [www.jssc.nic.in](http://www.jssc.nic.in).
- xi. Scanned copy of receipt of successful submission of tender document fee and EMD (If remitted through NEFT/RTGS)

## 4. Others Terms and Conditions

- 1 Rights to the content of the EOI – All the EOIs received before the last date and time of EOI submission, the proposals and accompanying documentations of the EOI will become the property of Jharkhand Staff Selection Commission (JSSC) and will not be returned after opening of the EOIs. JSSC is not restricted in its right to use or disclose any or all of the information contained in the EOI and can do so without any reference to the responding Agency.

- 2 Acknowledgement of understanding of terms – By submitting an EOI, each applicant shall be deemed to acknowledge that it has carefully read and understood all sections of this EOI document, including all terms, schedules and annexures hereto, and has fully informed itself of all existing conditions and limitation.
- 3 Any changes in the terms of the document can only be made in writing and by mutual agreement. This empanelment, its meaning and interpretation and the relation between the parties shall be governed by the laws of India and laws of Jharkhand State for the time being in force.
- 4 Any notice, request or consent made pursuant to this empanelment shall be in writing and shall be deemed to have been made when delivered in person or sent by registered/speed post to an authorized representative of the party.
- 5 The services shall be performed at such locations as specified by JSSC from time to time.
- 6 Any action required or permitted to be taken, and any document required or permitted to be executed, under this empanelment, by JSSC or the Agency may be taken or executed by the officials authorized in this regard.
- 7 Additional terms & conditions may be added by mutual consent at the time of agreement or at the time of allocation of work.

5. **Commencement, Completion, Modification, and De-Empanelment**

1 **Empanelment:-**

The empanelment shall come into effect from the date of issuance of letter of empanelment by JSSC. Further, it may be noted that:-

- a. **Provision of Service:** - The Empanelled Agency will provide recruitment related services to JSSC, as the case may be, as per terms and conditions of the contract, to be entered, between the Agency and JSSC.
- b. **Expiration of Empanelment:** - Unless terminated or extended earlier, this period of empanelment shall expire at the end of such time period as specified in the EOI.
- c. **Subletting:** - The Agency shall not sublet, transfer or assign the empanelment or any part thereof to other party. In the event of the Agency contravening this condition, JSSC shall be entitled to terminate the empanelment. The JSSC will get the work (assigned to such Agency, if any) done through other party at the risk & cost of Agency. In such case the EMD of the selected Agency, will be forfeited.

## 2 **De-empanelment/Termination**

### **A. By JSSC:-**

JSSC may de-empanel, after not less than fifteen (15) days written notice of termination to Agency, to be given after the upon occurrence of any of the events specified below, namely:-

- a. If the Agency commits material breach of empanelment conditions or do not remedy/rectify a failure in the performance of their obligations under the contract within 15 days of intimation by JSSC;
- b. If the Agency become insolvent or bankrupt;
- c. If the Agency is unable to perform a material portion of the services for a period of not less than fifteen (15) days; or
- d. If JSSC, in its sole discretion, decides to decommission the panel at any stage;
- e. In the event of a report of unsatisfactory service from the Government; after taking into consideration any other fact as may be relevant, on a case-to-case basis;
- f. In the event of violation of any of the agreed terms & conditions of empanelment by the agency;

**B.** The EMD shall stand forfeited in addition to blacklisting of the empanelled Agency for a period of 3 years. However, if JSSC, in its sole discretion, decides to decommission the panel at any stage then neither forfeiture of EMD nor black listing of the empanelled Agency will be done.

### **C. By Empanelled Agency:-**

The empanelled Agency may terminate the empanelment, by not less than thirty (30) days written notice to JSSC, provided no recruitment process is in progress/pending.

## **6. Obligations of the Empanelled Agency:**

- i. The Empanelled Agency shall perform the services, as agreed to between the agency and the JSSC and carry out its obligations with integrity, due diligence, and economy in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Agency shall always act, in respect of any matter relating to this empanelment or to the services, as sincere and faithful advisers to JSSC and shall at all times support and safeguard JSSC's legitimate interests in any dealings with the third parties. Amongst other things the Agency shall:-
  - a. Maintain an office at Ranchi on 24x7 basis.
  - b. Depute two experts in the office of the JSSC at the time of preparation of examination result on the demand of the Commission.**

- ii. Except for the fees paid by JSSC for the recruitment related work under the contract awarded, the Agency shall not accept any trade commission, discount, or similar payment or any other benefit in connection with recruitment related activities under the empanelment, and the Agency shall ensure that their personnel or agents, too, do not receive any such payment/benefit.
- iii. Neither the Agency nor their personnel shall engage, either directly or indirectly, in any such activities which conflicts with their role under the assignment.
- iv. The Agency will notify JSSC forthwith if any relative of any key managerial personnel of the company or any Recruitment Process Specialist or any member of the Panel of Advisors is recommended for recruitment. For this purpose, the definition of key managerial personnel in Companies Act 2013 will apply.
- v. **Confidentially and Non-disclosure Agreement:** - The Agency shall not, without prior written consent of JSSC, at any time divulge or disclose to any person or use for any purpose, unconnected with the implementation of the assignment, any information concerning the assignment, the services, proprietary material except to their respective officers, directors, employees, agents, representatives and professional advisors, on a need to know basis or as may be required by any law, rule regulation or any judicial process.

**This clause shall not apply to information:**

- i. Already in the public domain, otherwise than by breach of this Agreement.
- ii. Already in the possession of the receiving Party before it was received from the other Party in connection with this EOI and which was not obtained under any obligation of confidentiality; or
- iii. Obtained from a third person who is free to divulge the same and which was not obtained under any obligation.

**vi. Prior Approval:-**

The agency shall obtain JSSC's prior approval in writing wherever necessary.

**vii. Proprietorship:-**

Documents submitted by the Agency along with EOI to be the property of JSSC. All plans, charts, specifications, designs, reports, and other documents and softcopies submitted by the Agency shall become and remain the property of JSSC.

**viii. Removal and/or substitution of personnel:-**

If JSSC finds that any of the personnel from the Agency has-

- a. Committed serious misconduct or has been charged with having committed a criminal action, or
- b. Report is received by JSSC regarding dissatisfactory performance of any of the personnel,-

then the Agency shall, at JSSC's written request specifying the grounds thereof, provide suitable substitute of the personnel. The Agency shall have no claim for additional costs arising out of or incidental to any removal and/or substitution of personnel.

**7. Obligation of the Jharkhand Staff Selection Commission (JSSC)**

JSSC shall provide the Agency such reasonable assistance as may be required in order to carry out the assignment.

**8. Payments to the Agency**

The Empanelled Agency will be paid at the rates and in accordance with the terms & conditions as agreed to between the Agency and the JSSC in service agreement.

**9. Penalty**

Penalty regime shall be as determined by the Commission at the time of seeking financial bids among empanelled Agencies

**10. Corrupt or Fraudulent Practices**

- a. JSSC expects the highest standard of transparency, integrity and professional ethics on part of the Agency in course of performance of its duties.
- b. In pursuance of the above objective, the following definitions, for the purposes of this provision, are set forth below:
  - i. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in empanelment execution;
  - ii. "**Fraudulent practice**" means misrepresentation or omission of facts in order to influence a selection process or the execution of an empanelment to the detriment of JSSC and Government of Jharkhand such as submission of forged documents in connection with this EOI.
  - iii. "**Collusive practice**" means a scheme or arrangement between two or more Agencies with or without the knowledge of JSSC (prior to or after proposal submission) designed to establish bid prices at artificial non-competitive levels; and
  - iv. "**Coercive practice**" means harming or threatening to harm, directly or indirectly, persons or their property, to influence their participation in a bid process, or affect the execution of empanelment.

- c. It is further provided that JSSC will reject the proposal, forfeit the EMD and blacklist the Agency for a period of 3 years if it is found that the Agency has engaged in any of practices mentioned above.
- d. JSSC reserve the right to inspect the accounts and records of the Agency relating to the performance of its responsibilities under the empanelment and to have them audited by auditors appointed by JSSC.

**11. Scope of Service**

In performing the terms & conditions under the empanelment, the Agency shall at all times act as an Independent Agency. The empanelment does not in any way create a relationship of principal and agent between JSSC and Agency. Agency shall not act or attempt or represent itself as an agent of JSSC. The employees of the Agency shall, under no circumstance whatsoever, be entitled to claim to be the employees of JSSC.

**12. Arbitration**

- a) In case of any dispute arising between the parties, both the parties will try to resolve the issue mutually within 20 days of dispute raised. In this case, either party will give notice in writing to other party indicating concern as well as proposed remedy to settle the issue. If the issue does not settle by negotiation, in the manner prescribed above, the same may be resolved exclusively by arbitration. In such case, the matter will be referred to the sole arbitrator appointed by Chairman, JSSC, for adjudication. Arbitration shall be held in Ranchi and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996
- b) The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. The Arbitration and Conciliation Act, 1996, the Rules made there-under and any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.
- c) The venue of the arbitration proceeding shall be the office of JSSC, Ranchi or such other places as the arbitrator may decide.
- d) The contract shall be interpreted in accordance with the laws of the Union Of India & State of Jharkhand and will be under the jurisdiction of the Courts in Ranchi.

**13. Jurisdiction**

The parties hereby irrevocably consent to the sole jurisdiction of the Courts of Ranchi only, in connection with any action or proceeding arising out of or in relation to this EOI.

**EOI ACCEPTANCE LETTER**  
(To be given on Company Letter Head)

Date : .....

To,  
.....  
.....  
.....

**Subject:** Acceptance of Terms & Conditions of EOI.

EOI Reference No. ....

Name of EOI/ Work

.....  
.....  
.....  
.....  
.....

Dear, Sir,

1. I/We have downloaded/ obtained the EOI document(s) for the above mentioned EOI/Work from the web site(s) namely:  
.....  
.....  
as per your advertisement, given in the above mentioned website.
2. I/We hereby certify the I/We have read the entire terms and conditions of the EOI document from page no. .... to ..... (including all documents like annexure(s), schedule (s) etc., which form part of the contract agreement and I/We shall abide hereby by the terms / conditions/ clauses contained therein.
3. The corrigendum (s) issued from time to time by your department organisation to has also been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the EOI conditions of above mentioned document(s)/ corrigendum (s) in its totality/entirety.
5. I/We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department Public sector undertaking.
6. I/We certify that all information furnished by the our Company/Firm/Society is true & correct and in the event that any information is found to be incorrect/ untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours faithfully,

(Signature of the Bidder with Official Seal)

**PROFILE OF THE ORGANISATION**

- 1. Name and address of bidder :  
.....  
.....  
.....
- 2.(a) Telephone No. : .....
- (b) Fax No. : .....
- (c) E-Mail Address : .....
- 3. Legal Status (Attach copies of original document defining the legal status)
  - (a) A Partnership : .....
  - (b) A Trust/Society : .....
  - (c) A Limited Company or Corporation: .....
- 4. Particulars of Registration with various government bodies & Statutory Tax Authorities (Attach attested photocopy)
  - (a) Registration Number : .....
  - (b) Organisation/ Place of registration : .....
  - (c) Date of validity : .....
- 5. Name and titles of Director & Officers to be concerned with this work with designation of individual authorized to act for the organisation.  
.....  
.....
- 6. Were you or your organisation ever required to suspend the work for a period of more than six months continuously after you commenced the works? If so give the name of the project and reason for not completing the work  
.....  
.....
- 7. Have you or your organisation ever left the work awarded to you incomplete? If so, given name of the project and reason for not completing the work.  
.....  
.....
- 8. Have you or your organisation been debarred / blacklisted for tendering in any organisation at any time? If so, give details:  
.....  
.....
- 9. Area of specialization and interest :  
.....  
: .....
- : .....
- : .....
- 10. Any other information considered necessary but not included above.  
.....  
.....

(Signature with date and Seal of Bidder)

**FINANCIAL INFORMATION**

- I. Financial Analysis: Details to be furnished duly supported by figures in Balance Sheet/ Profit & Loss Account for the last five years, i.e., 2018-19, 2019-20, 2020-21, 2021-22 & 2022-23 as certified by the Chartered Accountant, as submitted by the Bidder to the Income Tax Department (Copies to be attached)

Sl. No.	Details	(1) 2018-19	(2) 2019-20	(3) 2020-21	(4) 2021-22	(5) 2022-23
i)	Gross annual turnover					
ii)	Profit/ Loss					
iii)	Financial Position:					
	a) Cash					
	b) Current Assets					
	c) Current Liabilities					
	d) Working Capital (b-c)					
	e) Current Ratio:					
	Current Assets/ Current Liabilities (b/c)					

**Table-2 : Turnover from Examination Management Services Only**

Sl. No.	Details	(1) 2018-19	(2) 2019-20	(3) 2020-21	(4) 2021-22	(5) 2022-23
i)	Gross annual turnover					

- II. Please attach – Up to date Income Tax Clearance Certificate
- Audited Balance Sheet
  - For the financial year 2022-23 the bidder is allowed to submit duly certified provisional balance sheet in case audited balance sheet is not available
  - Certificate of net worth from Bankers of Bidder/ by CA of the Bidder
- III. Note: Attach additional sheets, if necessary.

(Signature with date and Seal of Bidder)

**DETAILS OF SIMILAR WORK EXECUTED/UNDER EXECUTION (in past 05 years)**

Sl. No.	Name of work/ Project & Location	Owner/ Sponsoring organisation	Total No. of candidates Handled	Total No. of Days taken for completion	Date of commencement as per contract	Actual Date of completion	Litigation/ Arbitration pending progress with details	Name Designation and Address/ Telephone no of office to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10

(Signature with date and Seal of Bidder)

**Performance Report of Works referred in Annexure-4**

(Furnish this information for each individual work done by the bidder for whom the work was executed)

- 1. Name of Work/ Project & Location : .....
- 2. Owner or Sponsoring Organisation : .....

  - Address : .....
  - Contact Person : .....
  - Designation : .....
  - Telephone No. (s) : .....
  - E-Mail : .....

- 3. Agreement No. : .....
- 4. Estimated Cost : .....
- 5. Tendered Cost : .....
- 6. (a) Date of Start : .....
- (b) Stipulated date of completion : .....
- (c) Actual date of completion : .....
- 7. Amount of compensation levied : .....

  - for delayed completion, or any
  - other damages, if any

- 8. Performance reports/ assessment by clients (Supported by documentary evidence, if any)

  - (a) Quality of work - Excellent/ Very Good/ Good/ Fair : .....
  - (b) Resourcefulness- Excellent/ Very Good/ Good/ Fair : .....

(Signature with date and Seal of Bidder)

**Table-1**

**Details of IT Staff (Project Management/Development/Quality Assurance/Implementation/Operations etc.) in the organisation**

<b>IT Staff (Grade wise)</b>	<b>Total Number of regular employee in this grade</b>	<b>Number available for JSSC work</b>	<b>Minimum Qualification</b>	<b>Remarks</b>

**Table-2**

**Details of Administrative Staff Strength in the Organisation**

<b>Grade wise Administrative Staff</b>	<b>Total Number of regular employees in this grade</b>	<b>Number available for JSSC work</b>	<b>Minimum Qualification</b>	<b>Remarks</b>

**Representative authorization letter**

To,

Secretary in-charge,  
Jharkhand Staff Selection Commission,  
Kalinagar, Chaibagan, Namkom,  
Ranchi- 834010

Sir,

Ms./Mr. .... is hereby authorized to sign relevant documents on behalf of the Agency in dealing with the invitation reference No..... dated ..... . She/ He is also authorized to attend meetings and submit general & commercial information as may be required by you in the course of processing above said application.

Signature of witness

Signature of the Bidder

Date :

Date :

Place :

Place :

Organisation Seal

**GENERAL AGREEMENT**

This agreement is made at Ranchi on ....., between Jharkhand Staff Selection Commission, Ranchi herein after called **J.S.S.C** through its Secretary in-charge (designation of the competent authority in J.S.S.C) which term shall include its successors, assignees etc. on the first part and ..... (Name & address of the agency) which term shall include its authorized representatives, successor, assignees etc. on the other part.

Whereas the JSSC has decided to empanel agencies for conducting assigned examination processes entirely from designing of advertisement, prospectus and online application form to preparation of merit based final result, or any part of it, on limited tender basis amongst the empanelled agencies.

NOW, it is hereby agreed by and between the parties hereto, as follows:-

1. This agreement shall come into force w.e.f ..... and will remain in force for a period of One year which may be extended by two years – one year at a time only if performance of the agency is found satisfactory and that will be solely the discretion of JSSC.
2. That all personnel posted for performance of awarded work by the agency shall at all times and for all purposes be deemed to be employees of the agency and the JSSC shall have no liability on this account in any manner.
3. That the agency shall ensure that all personnel deployed by it at JSSC premises are of integrity, character, well behaved, competent and qualified to perform the work for which they are deployed.
4. The JSSC shall have the right to ask for the removal from its premises any personnel considered by them to be incompetent, disorderly or for any other reason and such person shall not again be deployed without the prior consent of the JSSC.
5. The deduction of income tax from the bills of the agency will be made at source as per rates applicable from time to time.
6. That the agency shall ensure the successful implementation of the terms and conditions of the agreement by proper control and supervision of the work.
7. That in case the agency fails to perform any of the terms and conditions of this agreement or commits any material breach of the contract, JSSC will take action as per the provisions of EOI, General Agreement & Service Agreement.

8. The contract is subject to the condition that the agency shall comply with all the laws and bye laws of Central Govt. / State Govt. as applicable relating to this contract.
9. In case of any loss or damage to the property of the JSSC which is attributable to the agency, the full damages, as decided by JSSC, will be recovered from the agency.
10. The agency or its workers shall not misuse the premises allotted to them for any purpose other than for which contract is awarded.
11. The agency shall devote its full attention to ensure highest quality in all aspects of its service and discharge its obligation under the contract with trust, diligence and honesty.
12. The terms and conditions as stipulated in the Expression of Interest (EOI) document and enclosed herewith, shall be part of the agreement.
13. That there shall be separate Service Agreement with the agency selected through limited tender for conducting the assigned examination processes either entirely or any particular part thereof.
14. The payment to agency will be as defined in the Service Agreement.
15. That selected agency will have to deposit performance guarantee as defined in service agreement which will cover the examination processes.
16. If an agency secures 2 major examinations or 3 minor examination contracts on limited tender basis, JSSC reserves the right to award next contracts to same agency or to L<sub>2</sub>, L<sub>3</sub>, and so on. The decision of JSSC in this regard shall be final.
17. The Service Agreement shall have a detailed penalty clause dealing with various acts and omissions of the selected agency.
18. The decision of the competent authority at JSSC shall be final and binding on the contractor/agency in respect of any clause covered under the agreement and any matter incidental to the contract.

IN WITNESS whereof the parties have executed this General Agreement on the day, month and year as mentioned above.

(Signature of Authorised Signatory)  
on behalf of

Secretary in-charge  
on behalf of JSSC

Witness:-

1. ....
2. ....

Witness:-

1. ....
2. ....

**SERVICE AGREEMENT**

---

This agreement (hereinafter referred to as "Agreement") is made on the -----

**BETWEEN:**

**Jharkhand Staff Selection Commission**, a statutory body constituted under the Jharkhand Staff Selection Commission Act, 2008 (hereinafter referred to as "**JSSC**") and having its registered office at **Chaibagan, Kalinagar, Namkom, Ranchi- 834010**.

*And*

..... (**agency**), having its Registered Office at .....

**JSSC** and ..... are hereinafter individually referred as the "Party" and collectively as the "Parties"

**WHEREAS** ..... is India's examination management agency which provides various recruitment related services to help clients process applicants through the recruitment funnel and make informed decisions about the people they plan to hire through the use of scientifically designed assessments;

**AND WHEREAS JSSC** has been entrusted with the job of selection of suitable candidates for recruitment to the various Group 'C' and non-gazetted group 'B' posts under State Government or its Universities, Board/Corporations etc;

**AND WHEREAS JSSC** desires ..... to perform recruitment related activities as per scope of work described in detail in Annexure A and ..... has agreed to perform such services for JSSC;

**AND WHEREAS before release of payment as per payment schedule, ..... agrees to replenish by way of performance guarantee or bank guarantee of an amount equal to 10% of total estimated value of work;**

**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 Services**

**1.1** ..... shall provide such recruitment related services more particularly specified in **Annexure-A**, (hereinafter referred as the "services") to **JSSC** under this Agreement in the manner and subject to the terms & conditions contained herein.

**1.2** ..... shall comply with the instructions provided by **JSSC** from time to time relating to the performance of the services, duties, and obligations under this Agreement. The Services rendered by ..... shall be subject to regular review by **JSSC** and its decision as to the quality thereof shall be final and absolute.

**2. Performance Guarantee:** The agency shall submit to JSSC a performance guarantee security equal to the 10% value of work in the form of bank guarantee at the time of signing of agreement.

**2.1** This guarantee has to be furnished by a Nationalised Bank/Scheduled Bank authorized by RBI, to issue a Bank Guarantee. JSSC reserves its rights to reject the Bank Guarantee if the same is not in the specified format.

**2.2** The Bank Guarantee should be furnished on stamp paper of value of not less than Rupees One Hundred (Rs. 100/-) only.

**2.3** The stamp papers should be purchased in the name of Bank executing the guarantee.

**2.4** The Bank Guarantee shall be valid till the actual date of completion of work.

**3. Payment of Fees and Expenses.**

**3.1** In consideration of the services to be provided by ..... and performance of the terms and conditions contained in this Agreement, JSSC shall pay to ..... such fees and charges as described in **Annexure-B** hereof. The fee shall be inclusive of all expenses and charges, which may be incurred by ..... during and with regard to the rendering the services or as a result thereof.

**3.2 Fees will be calculated on the basis of number of candidates to whom admit cards are issued.**

**3.3** Goods & Service Tax would be extra and would be applicable on the total invoice amount, as per relevant rules and regulations in force at the time of raising the invoice.

**3.4** ..... shall raise its invoice of the charges for services rendered after completion of each successful activity related to different sections for work mentioned in Annexure-I, as follows-

- (a) 40% of agreement amount will be released within two weeks of receipt of question papers/ answer sheets at Ranchi for examination.
- (b) 40% of agreement amount will be paid within two weeks after submission of bill, after publication of final result of examination.
- (c) 20% of agreement amount will be released within two months after publication of result by the Commission, on satisfactory completion of whole examination process.

**3.5** All payments by **JSSC** to ..... under this Agreement shall become due on presentation of invoice. The payments would be subject to deduction of all applicable taxes, for the time being in force.

**3.6** No payments due to ..... shall be held back if the dispute has not been communicated and such holding back of the payment has not been mutually agreed. Even in such case, where both **JSSC** and the Agency have acknowledged a dispute, the **JSSC** shall release payments pertaining to the invoice raised for reimbursements, unless the dispute is solely in regard to the invoice in question.

**3.7** No payments shall be held back by the **JSSC** for reasons such as non-fulfillment of certain conditions, which are not mentioned in the clause relating to obligations of the Agency.

**3.8** **JSSC** shall be entitled to deduct from applicable payments to Agency (i) any tax on Agency's income deductible at source at the rates applicable as per the prevailing rules/rates under Income Tax Act 1961, and (ii) any penalty/fine imposed by **JSSC** on the Party.

**4. Representations & Warranties**

..... warrants and represents to **JSSC** 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 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 **JSSC** for the performance of the services to the satisfaction of **JSSC**;
- c) It shall be responsible for payment of service, corporate and personal taxes if any, and shall indemnify and hold harmless **JSSC** for any liability in this connection;

- d) It shall perform the Services under this agreement in such manner as to not adversely affect the reputation and the goodwill of **JSSC** or their business associates;
- e) 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 **JSSC** provide to them, access to all the records and copies for audit purposes;
- f) It shall obtain all necessary Government and other regulatory approvals for performance of the Services under this agreement.

**5. Terms**

This Agreement shall commence on the date of its execution by the Parties, and shall continue up to ..... subject to earlier termination in terms of Clause 9 below.

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

6.1 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 **JSSC's** requirement, timelines and schedules adhered to, **JSSC's** quality standards, any change in **JSSC's** requirements, etc. .... and **JSSC** will appoint one coordinator each, as a one-point contact for solving any issues pertaining to the Services performed by ..... personnel.

6.2 For the assessments/processing conducted by ..... exclusively for **JSSC**, the former will ensure that the records are maintained, as prescribed by the latter, in a specific manner and format; **JSSC** shall indicate such requirements and formats, if any, at least 1 week prior to commencement of such Services.

6.3 **JSSC** and ..... will define acceptable Service Levels at every stage of the examination process, based on broad parameters of efficiency, turn-around time and accuracy.

**7. Intellectual Property Rights**

7.1 The intellectual property rights of the test and all material involved in the designing of the test and other material provided by ..... to **JSSC** and its administration on candidates belongs to ..... Nothing in this agreement shall prejudice or affect ..... right to use the same. However, if tests are conducted exclusively for **JSSC**, in such case the output/results generated by such tests will be sole property of **JSSC** and ..... will not use such output/results for any other purpose without prior approval of **JSSC**.

**7.2** All rights, title and interests in JSSC data shall always remain with JSSC and Agency can't use this data without written and explicit consent of JSSC.

**8. Confidential Information**

**8.1** 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 2 years from the date of termination 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.

**8.2** "Confidential Information" means all information, marked/designated as such by either party in writing together with all such information which relates to the business affairs, product development, trade secrets, know-how, personnel, customers and suppliers of either party or which may be reasonably regarded as the Confidential Information of the disclosing party. This clause will survive the expiration or termination of this **Agreement**.

**9. Termination**

**9.1** Notwithstanding anything contained in Clause 5, this Agreement may be terminated by **JSSC** forthwith by written notice after review at the end of **one month** from the date of Agreement if it is not satisfied with the services being rendered by .....

**9.2** Either Party may immediately terminate this Agreement in case the other Party has committed material breach of any of the terms and conditions of this Agreement and such breaching Party has not cured such breach within a period of Thirty (30) days from the receipt of written notice from the aggrieved party requesting it to do so.

**9.3** ..... can terminate this agreement and stop providing services to the client if the payments are withheld by the client for more than 60 days without any reason. Any dispute with an invoice should be brought to the notice of ..... within 30 days from the date of invoice.

**9.4** JSSC shall have the right to immediately terminate this Agreement by giving written notice in the following case:

(a) ..... makes an assignment for the benefit of its creditors;

(b) ..... goes into liquidation, or a winding up order is made against it, or it suffers the appointment of a receiver, trustee or similar officer for the whole or part of its business or assets, or it files a petition seeking reorganization, composition or a similar relief, or it takes any action under any law regarding insolvency.

**9.5** JSSC may terminate this Agreement for Services upon giving ninety (90) days written notice to .....

**9.6** Effect of Termination:

Upon expiration/termination of this Agreement

- i. Each Party shall immediately make payment of the sums owed by it to the other Party prior to such termination;
- ii. Each Party shall promptly deliver to the other Party all data and other information acquired/prepared/generated/ developed by it for the other party pursuant to this Agreement.

**10. Penalties**

10.1 Any error, printing mistake, wrong question or wrong options in question paper and wrong evaluation of Answer Sheet reported during the test or after the test and in case of failure to deliver the service towards completion of each specified milestone within the deadline as mentioned below, which has a material and/or scheduling impact on the examination will attract penalty in the manner given below:-

**(A) OMR answer sheet, question booklet and admit card-**

1. If the error in OMR, Question Booklet/ admit card printing is not affecting examination process substantially, a penalty of 1% of total cost of project will be levied on the agency.
2. If the error in OMR, Question Booklet/Admit cards printing is affecting examination process substantially, leading to cancellation and re-examination, a penalty of 2% of total project cost will be levied on the agency. No additional payment for re-examination would be made to the agency.
3. For every wrong question, Rupees 25,000/- will be payable by the agency to the Commission. Needless to mention that the Commission shall decide for re-examination if the error in OMR, Question Booklet/Admit cards is grave or the number of wrong questions is large in the eyes of the Commission.

4. Penalty for error in OMR, Question Booklet/Admit card printing will run separately and the amount so calculated in respect of all the above penalties will be deducted from the bills of the concerned agency/ performance guarantee submitted by them.

**(B) Supply of materials**– The errors, among others, may include inadequate supply of materials to certain exam centers or mismatching during the session at these examination centre etc. A penalty of 5% of total cost of the project will be imposed and recovered for error in supply of materials. In addition, no extra payment will be made to the bidder agency if re-examination is held.

**(C) Wrong evaluation** – A penalty of 10% of total cost of project will be imposed and recovered for incorrect scanning, wrong evaluation or wrong common merit list.

**(D) Timeline and Milestones to be adhered to during conduct of Examination (Mains) by the agency-**

Sl. No.	Milestones/Stages of Examination	Estimated Time for the Agency for Completing the Process
1	Designing of Application Form	02 Weeks
2	Correction and Review of Application Form	01 Week
3	Taking Approval of the Commission on Provisional Application Form	01 Week
4	Duration for Submitting the Application Form by Candidates	04 Weeks
5	Additional Time for Fee Payment and Photo Uploading	01 Week
6	Additional Time for Correction in Application Form	01 Week
7	Review of Application Form and Rejection of Incomplete Application Form	02 Weeks
8	Conducting Written Examination	12 Weeks
9	OMR Scanning and Publication of Provisional Answer Key	02 Weeks
10	Inviting Objections against Provisional Answer Key	02 Weeks
11	Review of Objections received against Provisional Answer Key by Subject Expert	04 Weeks
12	Publication of Final Answer Key	01 Week
13	Inviting Objections against Final Answer Key	01 Week
14	Review of Objections received against Provisional Answer Key by the Commission and obtaining Opinion of Subject Expert	02 Weeks
15	Publication of Amended Final Answer Key	01 Week
16	Preparation of Common Merit List	02 Weeks
17	Cross-check of Prepared Common Merit List	01 Week
18	Verification of Certificates of Candidates	04 Weeks
19	Second Opportunity for Certificates Verification of Absent Candidates	01 Week

Failure to deliver the service towards completion of each specified milestone within the deadline will attract the penalty of Rs. 25,000/- per day after the last date of deadline. Estimated Time under which the Agency must complete the Process will be determined after allotment of the work order to the Agency.

10.2 ..... shall maintain UTMOST secrecy of question booklet/OMR answer sheets and shall be solely responsible for any leakage thereof, if it is proved that the same is due to lack of care/failure attributable solely on the part of ..... or its employees or any person/ body engaged by ..... In case of leakage of question paper(s) attributable solely due to any act or omission on the part of ..... in respect of examination, the written test in respect of such examination (s) will be declared as cancelled and ..... will not be entitled to receive any payment for such incomplete examination (s). ..... will take steps for re examination of such paper (s), failing which the Bank guarantee shall be forfeited by JSSC. Further, ..... will be solely responsible for setting/printing/transport of question paper in respect of all such examination(s) within a time frame to be given to ..... by JSSC. .... will not be paid any additional amount by JSSC towards such costs for re-examination. .... will be entitled for receiving payment only after successful completion of jobs as indicated in annexure A. Further, if ..... fails to maintain the secrecy as stated above, JSSC reserves the right to impose penalty upto 5% of service charges payable to ..... for conduct of this examination and also initiate other necessary action as may be deemed fit. Utmost care shall be taken by ..... in preparation of final result.

10.3 ..... shall be responsible for error free printing and supply of documents. If due to some error in secret/non-secret work, the Commission decides to take re-examination then no extra sum will be payable to agency; similarly, if due to such error, the examination is cancelled no charge shall be payable to .....

## **11. No Partnership**

Nothing in this Agreement is to be construed to make either 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 into 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. 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.

**12. Non-employment**

Each Party shall recruit/employ its own employees for the purpose of carrying out its responsibilities/obligations under this Agreement 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 Agreement or thereafter. Each Party shall hold the other Party harmless against any claims made by any employee of such Party, against the other Party.

**13. Force Majeure**

Force Majeure is herein defined as any cause, which is beyond the control of the selected bidder or JSSC, as the case may be, which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

- Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics.
- Acts of any government, including but not limited to war, declared or undeclared quarantines and embargos.
- Terrorist attack, public unrest in work area- provided either party shall within 10 days from occurrence of such case, notifies the other in writing of such causes.

The party affected by such Force Majeure condition shall forthwith notify the other Party/Parties, of the nature and extent thereof, in writing, within fourteen (14) 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 into bona fide discussion with a view to alleviating its effect on this agreement by agreeing to such alternative agreement as may be fair and reasonable.

**14. 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.

**15. 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.

**16. Amendment**

This Agreement shall not be amended, altered or modified, or any provision herein shall not be waived except by an instrument 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 validly enforceable.

**17.** If any part or provision of this Agreement, not being of 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 or 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 in order 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.

**18.** 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.

**19.** 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.

**20.** 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 addresses-

**JSSC: JHARKHAND STAFF SELECTION COMMISSION  
Chaibagan, Kalinagar, Namkom, Ranchi-834010**

..... **Services Pvt. Limited,**                      ..... **Services Pvt. Limited,**  
**Address.....**

**21.** This agreement shall be read with the general agreement signed by JSSC and Agency after empanelment and if there is any discrepancy between the two, JSSC is free to decide which will prevail.

**22. Dispute Resolution**

**(a)** In case of any dispute arising between the parties, both the parties will try to resolve the issue mutually within 20 days of dispute raised. In any case, the either party will give notice in writing to other party indicating concern, proposed remedy to settle the issue. If the issue does not settle by negotiation, in the manner as prescribed, the same may be resolved exclusively by arbitration. In such case, the matter will be referred the sole arbitrator appointed by Chairman, JSSC, for adjudication. Arbitration shall be held in Ranchi and conducted in accordance with the provision of Arbitration and Conciliation Act, 1996.

**(b)** The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to the aforesaid, Arbitration and Conciliation Act, 1996 the Rules made there under and any modification thereof for the time being in force, shall be deemed to apply to the arbitration proceeding under this clause.

**(c)** The venue of the arbitration proceeding shall be the office of JSSC, Ranchi or such other places as the arbitrator may decide.

**(d)** The contract shall be interpreted in accordance with the laws of the Union of India & State of Jharkhand and will be under the jurisdiction of Court in Ranchi.

**Jharkhand Staff Selection Commission**

**..... Services Pvt. Ltd.**

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

**SECRET WORKS - SCOPE OF WORK**

**The Examination**

1. This is the most sensitive part of whole process. The agency will be responsible for design/setting/printing of multiple choice question paper with OMR answer sheets as per requirement and scheme of examination. Total secrecy/confidentiality is of utmost importance.
2. The scheme of examination will be as per the rules framed which will be clearly indicated in the prospectus attached with limited tender notice.
3. Objective type question with multiple choice answers will be set both in Hindi and English language (bilingual) with ABCD (four) Series.
4. Three sets of question papers, in sealed cover, without any external mark of identification on envelope shall be handed over to the Commission. One of these sets will be picked up by Commission and it shall be handed over to the agency for printing of question paper. The remaining two sets will be kept in sealed cover by the Commission and it will be destroyed after publication of final result of concerned examination. It is being clarified that all the three sets will have the same number of different questions in four series. During printing of questions paper, approval of JSSC on cover page must be obtained.
5. Question papers for examinations should have requisite proportion of different subjects. It must have a balanced mix of difficulty level as decided by the Commission for each examination separately.
6. For conducting examination, single set of question papers will be printed with four series (A, B, C & D). In these four series, the question order will be shuffled but questions will remain the same.
7. Question paper, as described in para 4 and 5 above, should be printed on (NO PHOTOCOPYING) good quality white paper. The questions will be printed bilingually.
8. Carbonless OMR answer sheets in triplicate will be printed on 100 gsm paper and it should be readable by OMR scanning machine. Before printing OMR sheet, the approval of JSSC on its format must be obtained.
9. The agency will deliver the question papers and OMR answer sheets in sealed boxes as per direction of Commission at Ranchi centre wise/district wise. The question papers and OMR answer sheets will be packed in separate envelopes with their serial no.(from-to) printed on them. Each packet will contain 12 question papers/ OMR answer sheets. For each exam centre, packets will contain 5% additional question papers and OMR answer sheets.

## **ARRANGEMENTS FOR PEACEFUL CONDUCT OF EXAMINATION.**

**10.** The Deputy Commissioner of concerned district will be Zonal Coordinator and head of institution of the examination centre will be Centre Superintendent. The Commission will deploy the following personnel/facilities on examination dates, and the Agency will have to bear the entire expenditure for this purpose-

- (a) One Center Superintendent for each examination centre,
- (b) One Additional Centre Superintendent @ 500 candidates or part thereof for each examination centre,
- (c) Required number of invigilators shall be provided from the teaching staff of the institution. There should be at least two invigilators for 24 or fewer examinees and one additional invigilator for each additional 24 or part thereof in each room. In case there are less than 24 examinees in a room, a minimum of two invigilators must be provided in that room.
- (d) One peon and one clerk for each examination centre,
- (e) One peon for three class rooms of each examination centre to serve the examinees and invigilators,
- (f) One Magistrate at each examination centre to act as observer,
- (g) One Magistrate and five policemen for each examination centre for maintaining law and order,
- (h) One Magistrate for each district to act as representative of Controller of Examination, (Zonal Magistrate)
- (i) Vehicle for magistrate/ Police force,
- (j) Facilities for drinking water/power backup/toilet etc.

It is expected that agency may have to incur an approximate expenditure on above items @ Rs/-100 per candidate for each examination. No rent is payable for hiring of examination center. If the expenditure exceeds Rs/-100 per candidate per examination, JSSC will bear the extra expenditure.

### **11. Venue Management**

Although list of examination centres with seating capacity will be provided by JSSC to the concerned Agency, venue management will the responsibility of the Agency and all expenditure in this regard will be incurred by the Agency. Venue management includes among others, the expenditure of the arrangements at the centre, expenditure on account of police and magistrate deputation, honorarium to the treasury officers/staff, honorarium

to DEO and others at DEO office, expenditure incurred on verification of certificate of candidates at JSSC office and expenditure incurred on T.A of officers deputed for scanning job. The rate of payment to officers, magistrates, police force, treasury officers, DEO office and personnel deputed at centres for examination work will be decided by the Commission. The total cost incurred herein comes to approximately RS-100/- per candidate.

If desired by the agency, all above mentioned payments can be made by JSSC on behalf of Agency and equivalent amount will be deducted from payment of bills submitted by the agency.

### **Post Examination**

- 12.** The Commission will hand over the confidential packet, centre wise, to the agency at Ranchi.
- 13.** The agency will scan all the OMR answer sheets on two different scanners and these will be kept separately. The two-scanned data will be compared and in case if any discrepancy occurs for any answer sheet, it will be checked manually and edited. The edited data will be made available to the Commission.
- 14.** Before evaluation, the agency will obtain the model answer key from an expert committee of printed question paper. The same will be compared with setter's answer key. In case of difference in opinion between question setter and expert committee in regard to the answer key, the Commission shall take final decision and accordingly evaluation will be done.
- 15.** It shall be ensured that-
  - Systematic arrangements are made for receipt and storage of answer sheets on behalf of the Commission at locations or at additional places as specified by the Commission.
  - Opening, sorting, scanning and processing of answer sheets shall be done by the agency. Necessary precautions shall be taken by the agency to check mismatches.
  - Agency to arrange manpower, equipment, hardware, software, generators and any other material required for the OMR evaluation.
  - After scanning, the answer sheets shall be preserved by the agency till the declaration of final results or as per mutual consent of both the parties, duly packaged with their scan number and a soft and hard copy for matching of scanned numbers and answer sheet's unique serial number for storage and retrieval.

- All answer sheets shall be scanned completely in good quality before an officer of JSSC deputed for this job so that PDF/image may be generated and stored in a soft copy.
  - A soft copy of all complete answer sheet combined on the basis of unique serial number on OMR sheet shall be provided in signed DVD's in duplicate to the Commission.
  - A summary of total call letters issued, appeared, absent and evaluated shall be provided to Commission centre-wise, room-wise in hard copy duly signed on each page.
  - Results of pre-scanning and testing of sample OMR sheets shall be shared with Commission.
  - Processing of data captured on scanning of both parts, matching of data of OMR answer sheet of the candidate, after applying all check to ensure flawless capture of information, will be ensured. The generated database must include details entered in the answer sheets completely with 100% accuracy.
  - Manual data entry stamp will be done only with prior permission of Commission stating in writing, reasons for the same, wherever required, to ensure that all fields are entered correctly.
  - All answer sheets are evaluated electronically.
  - Preparation of Common Merit List.
  - Processing accurate results by way of software on the basis of the answer keys.
  - Ensuring integrity of data and total data security during and after the recruitment process.
  - If required, uploading the scanned image of the candidates answer sheets along with their scores on the portal, which can be accessed by the candidates individually.
- 14.** The final result of the examination will be prepared as per the instruction of the Commission, and the agency will have to provide evaluation report of each candidate to the Commission.
- 15.** After evaluation, the OMR answer sheet and all related documents shall be returned to the Commission in packets made centre wise.

**NON-SECRET WORKS - SCOPE OF WORK**

1. Drafting and finalizing advertisement and prospectus as per the instructions of JSSC.
2. Setting-up and hosting and maintaining the website as per the Instructions of JSSC.
3. Setting-up, hosting and management of an online portal for receiving online applications or use a pre-existing portal provided by JSSC.
4. Designing on-line application form containing all the essential fields like Candidate's name, Father's/Mother's name, Address, DOB, gender, marital status, spouse's name (in case of married candidates), educational qualification (10<sup>th</sup> Onwards), Resident of Jharkhand or not, Category (SC/ST etc), Physically challenged status, Aadhar number, photograph, e-mail address, mobile number etc. in bilingual mode (Hind & English).
5. After on-line registration, facility of sending the Registration no. and pass word on mobile phone and on e-mail address of candidates shall be provided by Agency for future login.
6. Examination fee will be deposited on-line through Credit Card/Debit Card/Internet Banking/Bank challan. The Commission will make necessary arrangement for collection of examination fee, if required, by provisioning of payment gateway by the agency.
7. Provision of administrative module with read access for authorized functionaries of JSSC
8. Generation of various kinds of data for candidates to be included within the administrative module for analytical purposes.
9. Identifying all eligible candidates.
10. Generating the Roll Number as per direction of Commission that includes randomization.
11. Generating the Admit Card for Examinations as per direction of the Commission. Admit Card shall have photograph, Roll Number (in bold), signature of candidate along with examination center, date and time of examination and signature of Controller of Examination.
12. Uploading the admit card on Commission's web site with facility of down loading. Admit card shall not be sent by post to candidates.
13. Generation of regular MIS reports as mutually agreed.

14. Informing candidates by e-mail and SMS about uploading the admit card/ date of all examinations/tests. The message to be sent to candidates will be approved by Commission.
15. Toll-free help desk on 9X6 basis (09:00 AM to 06:00 PM) and deputation of two technical staff at JSSC Head Quarter during office hours.
16. Printing of Photo attendance sheets for all examinations/tests. Photo should be in color.
17. Printing and supplying venue materials, as elaborated in Prospectus, and sending it to Commission's office, with other essential materials, in venue wise packets as per the instruction of JSSC.
18. Soft copy of all received applications be handed over to the Commission.

**#COMMERCIALS FOR SECRET AND NON-SECRET WORKS**

S. No.	Nature of Work	Rate per examination per candidate whom admit card have been issued	
		in Figure	In words
1.	Secret Work:		
2.	Non Secret Work: ##		
3.	Ancillary Security Services : ###		
(a)	Biometric authentication & attendance marking by digital finger print capturing & facial recognition of candidate by verifying candidate's identity on real time basis.		
(b)	CCTV recording of Exam Centres & Control Room with supply of recording as per scope of work.		
(c)	Frisking of candidates through HHMD as per scope of work.		
(d)	Baggage management facility in Exam Centres.		
4.	Implementing social distancing protocol-provision of thermal guns, face mask and hand sanitizers at Exam Centre.		

# The above amount is exclusive of GST which will be charged as per prevailing rates & rule.

## The above quote for non secret work be based on the consideration of Rs. 100/- per candidate for venue management for each OMR examination and Rs. 25/- per candidate for venue management for each CBT examination. If the expenditure exceeds Rs. 100/- or Rs. 25/- per candidate per examination in case of OMR or CBT respectively, JSSC will bear the extra expenditure.

### To provide proper check & balance, the work of ancillary security services may be assigned to a separate agency.