

TENDER NO. _____

Sikkim Public Service Commission

Tender Document For Supply, Installation & Commissioning of Examination Process Management System

(EPMS)

[PRICE RS.1000/-]

: Tender Reference No. _____

Date:-

SCHEDULE

Price of Tender Document	RS. 1000 /- (Non refundable) (Rupees One Thousand Only)
Earnest Money Deposit	Rs. 2,00,000
Last Date of Sale of Tender Document	29/08/2011
Last Date and Time for receipt of Tender offers	29/08/2011
Venue	Office of the Secretary, SPSC, Gangtok
Time and Date of Opening of Technical Offers & Commercial Bid	01/09/2011 3 PM
Address for Communication	Secretary , SPSC, Old West Point School, Below Police HQs, Gangtok-737101, Sikkim
Contact Telephone & Fax Numbers	03592-201321 (O) 03592-203189(Fax)

Secretary

CHAPTER - 1
INSTRUCTION TO BIDDERS FOR SUBMISSION OF BIDS

1.1 PERIOD OF CONTRACT

- 1.1.1 The contract will be initially for a period of 3 years from the date of issuance of Letter of Award. The contract will be renewable further on the satisfactory execution of work and mutual consent on agreed terms and conditions.
- 1.1.2 Duration of the contract shall be three years subject to quarterly appraisal and review by the Tendering Authority. In case the performance of the Vendor is not found to be satisfactory or not in conformity with the terms and conditions of the Tender document, the contract shall be terminated even before the schedule time by giving advance notice of One month to this effect. In the event of premature closure of contract for reasons mentioned herein above, the Security Deposit shall be absolutely forfeited.

1.2 ELIGIBILITY CRITERIA

- (A) Only those service providers who fulfill the following criteria are eligible to RESPOND. Offers received from the service providers who do not fulfill all or any of the following eligibility criteria are liable to be rejected.
- 1.2.1 The invitation to Bid is open to all Vendors who are eligible to do business in India under relevant Indian Laws as in force at the time of bidding except those who have been declared by any agency of the Government/Government Undertaking/Corporations/Universities/Board/Banks to be ineligible to participate for corrupt, fraudulent or any unethical business practices during the period for which such ineligibility is declared.
- 1.2.2 A minimum of 5 years experience in development of software and providing IT related services to the Government / Public Sector Organizations/Undertaking/Corporations, Banks, Universities/State level Board & Recruitment bodies as on 1st April, 2011.
- 1.2.3 The Bidder should have successfully executed one assignment with order value of minimum **Rs.50.00 lacs** from single Public Sector Client within last 3 years as on 1st April, 2011.
- 1.2.4 The Bidder shall be in the field of Scanning and Processing of documents using Image Scanner for last 3 years or more in the field of Image based data processing out of which one assignment should have successfully executed with order value of minimum 3,00,000 documents from single Public Sector Client as on 1st April, 2011
- 1.2.5 The Bidder shall have experience in Examination environment of customizing application and supplying solutions to minimum 3 Public Service commissions having, as on 1st April, 2011
- 1.2.6 The Bidder should be an Original equipment Manufacturer or its Authorized Representative or System Integrator for Scanners. If the bidder is a System Integrator or an Authorized representative of the OEM, certificate / undertaking from respective OEM authorizing him as a fully empowered representative specific to this tender shall be submitted along with the bid.
- 1.2.7 The System integrator or service provider must have valid ISO 9001 Certification in system integration or e-governance. The ISO 9001 certification should not be after issuance of the tender notice.
- 1.2.8 The average turnover of the Bidder in the field of Software Development and IT related activities should be more than Rs.2.00 Crores for last three financial years as on 1st April, 2011.
- 1.2.9 The Bidder should have prominent client base in North eastern state.
- 1.2.10 The Bidder should have VAT Registration Certificate along with VAT Clearance Certificate or VAT payment Challan from concerned Government Department as on 1st April, 2011.
- 1.2.11 PF registration certificate is must

(B) The Solution provider must comply with all the above mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily.

(C) Photocopies of relevant documents/certificates should be submitted as proof in support of the claims made.

(D) The tendering authority reserves the right to verify/evaluate the claims made by the vendor independently

1.3 COST OF TENDER DOCUMENT

The tender document is available for download from the Official website WWW.SIKKIM.GOV.IN during the period as mentioned in Schedule of this Tender Document. Vendors who download the tender document from the website will need to provide a demand draft of Rs.1,000/- (Rupees One Thousand only) drawn in favour of Secretary, Sikkim Public Service Commission payable at Gangtok at the time of submission of bid. There would be no provision for sale of Tender Document from the office of the Sikkim Public Service Commission. Only those Tender offers shall be accepted for evaluation which are accompanied by non-refundable Tender Fee of Rs1, 000/- (INR One Thousand Only) in the form of Demand Draft.

1.4 SOFT COPY OF BID

On request, the soft copy of the Tender Document will be made available to the bidder. However, the SPSC / Tendering Authority shall not be held responsible in any way for any errors / omissions / mistakes in the soft copy.

1.5 COST OF BIDDING

The Bidder shall bear all costs associated with the preparation and submission of its tender, and the Tendering Authority shall in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.

1.6 BIDDING DOCUMENT

- 1.6.1 The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect shall be at the Bidder's risk and may result in rejection of the bid. The tender offer is liable to be rejected outright without any intimation to the Bidder if complete information as called for in the tender document is not given therein, or if particulars asked for in the Forms / Proforma in the tender are not fully furnished.
- 1.6.2 A Prospective Bidder requiring any clarification in the Tender document may notify the Tendering Authority in writing or by mail at the mailing address as indicated. The Tendering Authority will respond in writing or by mail to any request for clarification of the Tender Document received not later than 2 days prior to the last date for the receipt of bids prescribed. Written copies of the response (including an explanation of the query but without identifying the source of enquiry) may be sent to all prospective bidders who have received the Tender.

1.7 AMENDMENT OF BIDDING DOCUMENTS

- 1.7.1. At any time prior to the deadline for submission of bids, the Tendering Authority may, for any reason, whether on its own initiative or in response to the clarification requested by a prospective bidder, modify, change, incorporate or delete certain conditions in the bidding document.
- 1.7.2. All prospective bidders who have received the bidding documents shall be notified of the amendment in writing and the same shall be binding on them.
- 1.7.3. In order to allow prospective bidders reasonable time to take into consideration the amendments while preparing their bids the Tendering Authority, at its discretion, may extend the deadline for the submission of bids.

1.8 NON-TRANSFERABLE BID

The tender document is not transferable.

1.9 REJECTION OF BID

The Secretary, Sikkim Public Service Commission reserves the right to accept/ /reject / release or relax any or all or part of the bids received on the due date without assigning any reason whatsoever

1.10 LANGUAGE OF BID

The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and The Tendering Authority shall be in English language. Wherever the correspondence is not in English, requisite translation should be attached, and the English version shall prevail in case of dispute.

1.11 BID FORM

The Bidder shall complete the Bid Form and the appropriate Commercial Bid furnished in the documents indicating prices against each item.

1.12 BID CURRENCY

Prices shall be quoted in Indian Rupees only. The bidders are advised not to indicate any separate discount. Discount, if any, should be merged with the quoted prices.

1.13 EARNEST MONEY DEPOSIT (EMD)

1.13.1. Bidders are required to submit the Earnest Money Deposit in form of Demand Draft amounting to **Rs. 2,00,000/-** (Rupees Two Lakh Only) valid for Three months from the date of issue. Offers made without Earnest Money Deposit shall be rejected. The Demand Darft must be of a **Scheduled Bank / Nationalized Bank having office or branch in Sikkim.**

1.13.2. Unsuccessful Bidder's Earnest Money Deposit shall be discharged / returned within 30 days after the expiration of the period of Tender Offer validity prescribed in this tender.

1.13.3. The successful Bidder's Earnest Money Deposit shall be discharged upon the Bidder executing the Contract Form and furnishing the Performance Security / Security Deposit.

1.13.4 The Earnest Money Deposit shall be forfeited and Bid shall be rejected:

- a) If a Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid form or
- b) In case of a successful Bidder, if the Bidder fails:
 - (i) To sign the contract form in accordance with the terms and conditions
 - (ii) To furnish performance security/security deposit as specified in this tender

1.14 CONTENTS OF ENVELOPES

1.14.1. Bids shall have to be submitted in two separate Envelopes comprising of Technical Bid & Commercial Bid. All two inside envelopes should be separately securely sealed and / or stamped. The sealed envelopes must be super-scribed with the following information:

- (1) Type of Offer (Technical or Commercial)
- (2) Tender Reference Number
- (3) Name of Bidder

1.14.2. TECHNICAL BID (Envelope- I)

(A) The format for submission of Technical Offer is as follows:

- (1) Demand Draft for Tender Document Processing fee.
- (2) Demand Draft for EMD.
- (3) Index
- (4) Tender offer form duly filled in. (Annexure -1)
- (5) Bidders Authorization Certificate. (Annexure 2)
- (6) Self Declaration for unblemished record (Annexure – 3)
- (7) Details of Bidder (Annexure - 4)
- (8) Details of Manpower (Annexure-5)
- (9) Performance statement along with necessary Documents (Annexure - 6)
- (11) VAT Registration Certificate
- (12) VAT Clearance Certificate or VAT payment Challan from concerned Government Department as on 1st April, 2011.
- (13) Tender Document duly signed.
- (14) Copies of Certificate of incorporation of the firm (e.g. Registration as Partnership Firm, Proprietary concern, Company etc.)
- (15) Copy of the Factory Registration Certificate.
- (16) Copy of the PAN Card
- (17) Proof in support of having minimum of 5 years experience in development of software and providing IT related services to the Government / Public Sector Organizations/Undertaking/Corporations, Banks, Universities/State level Board as on 1st April, 2011. Work-orders along with Completion Certificates / Client's Testimonial given by concerned organisations or whom work is done should be submitted.
- (17) Proof in support of successfully execution of one assignment with order value of minimum **Rs.50.00 lacs** from single Public Sector Client within last 3 years as on 1st April, 2011. Work-orders along with Completion Certificates / Client's Testimonial given by concerned organisations or whom work is done should be submitted
- (18) Proof in support of Scanning and Processing of documents using Image Scanner for last 3 years or more in the field of Image based data processing . Client certificate needs to be provided by the Vendor. Work-orders along with Completion Certificates / Client's Testimonial given by concerned organisations or whom work is done should be submitted.
- (19) Proof in support of Scanning and Processing of documents using Image Scanner for successful execution of one assignment with order value of minimum 3,00,000 documents from single Public Sector Client as on 1st April, 2011 Work-orders along with Completion Certificates / Client's Testimonial given by concerned organisations or whom work is done should be submitted.
- (20) Proof in support of having have experience in Examination environment of customizing application and supplying solutions to minimum 3 Public Service commissions having, as on 1st April, 2011. Work-orders along with Completion Certificates / Client's Testimonial given by concerned organisations or whom work is done should be submitted.
- (21) Proof in support of ISO - 9001 Certification.
- (22) Proof in support of Original Equipment Manufacturer or a Subsidiary Company of a Manufacturer Company or an Authorised Supplier / Channel Partner of Manufacturer of the Scanners. Certificate / undertaking from respective OEM authorizing him as a fully empowered representative specific to this tender shall be submitted along with the bid.
- (23) Proof in support of Manufacturer or Direct Authorized dealer for ICR Software & Examination Software
- (24) Certificate from its C.A. stating that minimum average annual turnover for the last three years is of Rs.2.00 Crore each entirely derived from Software Development and IT related activities as on 1st April,2011
- (25)Copies of its audited financial statements for past three years (i.e. 2010-09, 2009-08, and 2008-07).

- (26) Proof in support of prominent client base in North east states
- (27) Technical proposal (Annexure –7)
- (28) Problem Escalation Mechanism with name, designation and contact details at each level up to the level of CEO
- (29) Proposed Quality Plan.
- (30) Proposed Software Change Management Methodology.
- (31) Proposed Methodology to complete this project.
- (32) Details regarding miscellaneous / Add-on technical services

(B) The Technical Offer (T.O.) shall be complete in all respects and contain all information asked for, except prices. It shall not contain any price information. The T.O. shall indicate whether all services asked are quoted for and that all requirements therefore are also quoted for. The **Technical Offer** must be submitted in an organized and neat manner. No documents, brochures, etc. shall be submitted in loose form. All the pages shall be serially numbered.

(C) The bidder shall give profiles of the key people who shall be exclusively associated with the Contract. The format for the same is given at **Annexure-5**.

(D) Tenders shall be forwarded on the letter Head of the firm, which should contain Phone Number/Fax Number. /URL, email, and other details of the firm.

(E) **Language of proofs** : In case any of the Document submitted is in a language other than English, a certified copy of translation of the same in English should be enclosed and the translation be also certified by the professional who has otherwise certified the said proofs.

1.14.3 COMMERCIAL BID [ONLY ONE COPY]

- (1) Second envelope shall be marked as envelope No.2 "Commercial Envelope" which contains only price schedule in the prescribed Proforma in **(Annexure - 8)**
- (2) The Commercial bid shall be on fixed price basis, inclusive of all taxes. Price quotation accompanied by vague and conditional expressions Such as "Subject to immediate acceptance", "Subject to confirmation" etc. shall be treated as being at variance & shall be liable for rejection.
- (3) Any assumption on which the quotation shall be based should be clearly mentioned on a separate sheet and submitted along with Bid.

1.15 SIGNING OF BIDS

1.15.1 The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign the Bidder on every pages and all the pages should be serially numbered. The person or persons signing the bid shall initial all pages of the bid, except for un-amended printed literature.

1.15.2 Any interlineations, erasures or overwriting shall be valid only if the person or persons signing the bid, attesting them.

1.16 COMPLETENESS OF BIDS

The bid shall be summarily rejected if all or any of the above documents mentioned are not enclosed in technical bid. Further, if unsealed commercial bid is found in the envelope containing "Technical Bid", the complete Bid shall be summarily rejected.

1.17 ERASURES OR ALTERATIONS.

Offers containing erasures or Alterations shall not be considered. There should be no Handwritten Material, corrections or Alterations in the offer. Technical details must be completely filled in. Filling up of the Technical Detail Form using terms such as "OK", "Accepted", "Noted", "As given in brochure / Manual" is not acceptable. The purchaser may treat offers not adhering to these guidelines as unacceptable.

1.18 SEALING, MARKING AND SUBMISSION OF BIDS

1.18.1 The Technical Bid and the Commercial Bid shall be placed in a separate envelope super scribed: "Technical bid" or "Commercial Bid", as the case may be, followed by the words "**Invitation of Bids for Examination Process Management System (EPMS)**" Name of the bidder and contact address should also be written on the envelope.

1.18.2 The Bidders shall seal the envelope No.1 as Technical envelope and Envelope No.2 as Commercial envelope in separate inner envelopes, duly marking the envelopes as "Envelope No.1, Technical Envelope" and "Envelope No.2 Commercial Envelope". The two envelopes shall be placed in an outer envelope. The inner and outer Envelopes shall also be addressed to **Secretary, Sikkim Public Service Commission, Gangtok, pin -737101**. The name and address of the Bidder shall be written on outer envelope to facilitate return unopened in case it is declared "late".

1.18.3 If the outer envelope is not sealed and marked, the Tendering Authority shall assume no responsibility for the Bid's misplacement or premature opening.

1.18.4 Telex, cable or facsimile bids shall be rejected.

1.18.5 Not more than one independent and complete bid shall be permitted from a bidder

1.19 DEADLINE FOR SUBMISSION OF BIDS

1.19.1. Bids must be received by the Tendering Authority at the address, not later than the time and date specified in the Invitation for Bids. In the event of the specified date for the submission of Bids being declared as a holiday for the Tendering Authority, the bids shall be received up to the appointed time on the next working day.

1.19.2. The Tendering Authority may, at its discretion, extend this deadline for submission of bids, in which case all rights and obligations of the Tendering Authority and Bidders subject to the deadline shall thereafter be subject to the deadline as extended.

1.20 LATE BIDS

Any bid received by the Tendering Authority after the deadline for submission of bids prescribed, shall be rejected and/or returned unopened to the Bidder.

1.21 WITHDRAWAL OF BIDS

1.21.1. The Bidder may withdraw its bid after the submission, provided that written notice of the withdrawal is received by the Tendering Authority prior to the deadline prescribed for submission of bids.

1.21.2. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of the bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval shall result in the Bidder's forfeiture of its bid security and the offer shall stand automatically rejected.

1.22 PERIOD OF VALIDITY OF BIDS

1.22.1. Bids shall be valid for acceptance for a period of 180 days from the date of opening of Commercial Bid and thereafter unless it is withdrawn in writing by the Bidder. A Bid valid for a shorter period shall be rejected by The Tendering Authority as non-responsive.

1.22.2. In exceptional circumstances, the Tendering Authority may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing and shall be binding.

1.23 EVALUATION COMMITTEE

The Committee constituted by the Sikkim Public Service Commission, shall evaluate the Tenders. The decision of the Committee in the evaluation of the Technical and Commercial bids shall be final.

1.24 OPENING OF TECHNICAL BIDS:

- 1.24.1. Immediately after the closing time and/or at any time and date specified thereafter, the Tendering Authority shall open the bids as per the schedule.
- 1.24.2. The technical bids envelope shall be opened and listed for further evaluation. The Bidder's names, bid modifications or withdrawals, the presence or the absence of requisite Earnest Money Deposit and such other details as the Tendering Authority, at his discretion, may consider appropriate, shall be announced at the time of opening. No Bid shall be rejected at the opening, except for late bids, received inadvertently which shall be returned unopened to the bidders.
- 1.24.3. The financial bid covers shall be listed and put into a bag and shall be sealed. The sealed bag of financial bids shall be in custody of a designated officer and the financial bids shall not be opened till the completion of evaluation of technical bids.
- 1.24.4. Bids shall be opened in the presence of bidder's representatives, who choose to attend. The bidder representatives who are present shall sign a register evidencing their attendance. Only one representative per applicant shall be permitted to be present at the time of opening the tender.
- 1.24.5. Bids that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids shall be returned unopened to the bidders.

1.25 CLARIFICATION OF BIDS

During evaluation of bids, the Tendering Authority may, at its discretion, ask the Bidder for a clarification of its bid. The request for a clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.

1.26 SCRUTINY OF THE BID

- 1.26.1. Preliminary scrutiny shall be made to determine whether bids are complete, whether any computational errors have been made, whether required EMD has been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 1.26.2. Prior to the detailed evaluation, the Tendering Authority shall determine the substantial responsiveness of each bid. For purposes of these clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations.
- 1.26.3. If a bid is not substantially responsive, it shall be rejected by the Tendering Authority and shall not subsequently be made responsive by the bidder by correction of the nonconformity. Technical bid shall be evaluated in the following sub-steps:-
Firstly, the documentation furnished by the Bidder shall be examined prima facie to see if the technical skill base and financial capacity and other Vendor attributes claimed therein are consistent with the needs of this project.
In the second step, the Tendering Authority may ask the bidders for additional information, visit to Bidders site and/or arrange discussions with their professional, technical faculties to verify claims made in technical bid documentation. If it is found that the documents submitted by the bidder are not compatible with the actual situation at site, or if the document supplied by the bidder are found to be fraudulent or misrepresenting the facts, it shall render the bidder ineligible for further participation in the tender process. The decision of the Tender Committee in this regard shall be final and binding on the bidder and cannot be challenged.
In the third step, the Tendering Authority may ask the prospective bidders for the presentation regarding Technical Capability of the Bidders and understanding regarding the Project.

1.27 ADDITIONAL INFORMATION

The Tendering Authority may ask Bidder(s) for additional information visit Bidder's site and/or ask for technical presentation and may arrange discussion with their professional, technical faculties to verify claims made in technical bid documentation.

1.28 EVALUATION PROCESS

- 1.28.1 The Technical evaluation shall be done by the Committee appointed by SPSC.
- 1.28.2 Bids shall be evaluated on the both technical and financial criteria. The information furnished by the Bidders in the Technical Bid and presentation of the Bidder shall be the basis for this evaluation. In case any of the information is not made available, the Committee will assign zero marks to that item.
- 1.28.3 Bids will be evaluated on both technical and financial criteria. There will be 70% weightage to technical and 30% weightage for financial evaluation.
- 1.28.4 Each proposal will be evaluated according to the following criteria:-
 - (1) Company's Profile
 - (2) Company's exposure to Government Organizations / Public Sector / Educational Institutions in North East and Departments, and Capabilities of Training
 - (3) Company's experience in handling IT assignments for conducting examination/admissions (e.g. Educational) Institutions (successfully developing applications, providing IT services, training in technology)
 - (4) Proposed Solution – Proposed Architecture of the Software Application including front-end and back-end technology platforms and features, details of the proposed FMS Services
 - (5) Licensing Issues, Use of Open Source Technologies
 - (6) Client Feedback and Credentials of 3 Clients who are North East Govt. Organization / Public Sector / Education Institutions Sector undertakings in North East.
 - (7) Miscellaneous / Add-on technical services
- 1.28.5 Expert committee appointed by tendering authority shall decide the weight age to each criteria
- 1.28.6 Minimum qualifying marks for acceptance of the Technical Bid would be **60**. The Bidder, who scores less than this shall be rejected at this stage and the Commercial Bids of such Bidders shall not be opened.
- 1.28.7 The decision of the evaluation committee in the evaluation of the technical bids shall be final. No correspondence will be entertained outside the process of negotiation / discussion with the committee

1.29 DATE OF OPENING OF COMMERCIAL BIDS

- 1.29.1 Commercial Bids of only technically qualified Bidders as mentioned above will be opened.
- 1.29.2 The date for opening of the commercial bid shall be announced after the scrutiny of the technical bid has been completed as above. The date will not be later than 60 days from the date of opening of technical bid.

1.30 REVISED COMMERCIAL BIDS

Should there be any changes in the terms and conditions of the tender pursuant to the negotiations during the evaluation of the technical bids, which are likely to impact on the financial bids, it shall be mandatory for the Tendering Authority to seek revised commercial bids in sealed covers ONLY from those Bidders cleared by the Technical evaluation committee. While seeking such revised commercial bids, the committee shall give reasons justifying the need for such a course of action.

1.31 OPENING OF COMMERCIAL BIDS

- 1.31.1 The Tendering Authority may at its discretion discuss with the Bidder(s) to clarify contents of their financial offer.

- 1.31.2 The Tendering Authority shall negotiate with the lowest bidder so as to meet its expectation of a cost effective sustainable and economically promising solution. If the negotiation with lowest Bidder fails, the same shall be rejected and negotiation then shall be done with second lowest Bidder.
- 1.31.3 The Tendering Authority reserves the right to open Commercial Bid even if one Bidder qualifies the Technical Bid or only one Bid is received in response to the Tender Notice.
- 1.31.4 All the unopened commercial bids will be destroyed after one month from the date of opening of commercial bids.

1.32 EVALUATION OF COMMERCIAL BIDS AND AWARD CRITERIA

- 1.32.1 The commercial bids of only technically successful bidders, who have scored minimum 60 Marks in the technical evaluation, shall be opened. However, SPSC reserves its right to open commercial bid, in case if only one bidder is qualified.
- 1.32.2 After opening of Commercial Bid, the bid shall be evaluated. Lowest Commercial Bid [denoted by Symbol " F (m) "] will be allotted Commercial score of 100 marks. The Commercial score will be denoted by Symbol "S(r) ". The Commercial score of other Bidders will be computed by measuring the respective Commercial Bids against the lowest proposal. The Technical score will be denoted by symbol "S (t)".
- 1.32.3 These Commercial scores will be computed as: $S(r) = 100 \times [F (m) / F]$ where " F " is the Commercial Bid of the Bidder whose Commercial score is being calculated. The Commercial score shall be out of a maximum of 100 marks.
- 1.32.4 Computing the final score: -

- (a) The composite score is a weighted average of the Technical and Commercial scores. The weight ages of the Technical vis-à-vis the Commercial score is 0.70 of the Technical score and 0.30 of the Commercial score. The composite score (S) will be derived using following formula:

$$S = [S (t) \times 0.70] + [S(r) \times 0.30]$$

Thus the composite score shall be out of a maximum of 100 marks.

- (b) The responsive Bidders will be ranked in descending order according to the composite score as calculated based on the above formula. The highest-ranking Bidder as per the composite score will be selected. However in order to ensure that the Department gets best solutions in Technical terms, the Secretary; SPSC reserves its right to enter into negotiation with Bidder having highest Technical score and place order with this Bidder at a suitable price

1.33 CONTACTING THE TENDERING AUTHORITY

- 1.33.1 No Bidder shall contact the Tendering Authority on any matter relating to its bid; from the time of the bid opening to the time the contract is awarded. If he wishes to bring additional information to the notice of the Tendering Authority, he should do so in writing. The Tendering Authority reserves the right as to whether such additional information should be considered or otherwise.
- 1.33.2 Any effort by a Bidder to influence the Tendering Authority in its decision on bid evaluation, bid comparison or contract award may result in disqualification of the Bidder's bid and also forfeiture of his Earnest Money Deposit amount.

1.34 CORRUPT OR FRAUDULENT PRACTICES.

- 1.34.1 The Tendering Authority requires that the bidders/suppliers/ contractors under this tender observe the highest standards of ethics during the procurement and execution of such contracts.
- 1.34.2 For the purposes of this provision, the terms defined for CORRUPT, FRAUDULENT PRACTICES / AND MISREPRESENTATION will be as per Law
- 1.34.3 The Tendering Authority shall reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- 1.34.4 The Tendering Authority shall declare a firm ineligible, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract.

1.35 NOTIFICATION OF AWARD

- 1.35.1 The Purchaser shall consider placement of orders for commercial supplies on those bidders whose offers have been found technically, commercially and financially acceptable and whose goods have been approved/validated by the purchaser.
- 1.35.2 The Purchaser reserves the right to counter offer price(s) against price(s) quoted by any bidder
- 1.35.3 Prior to expiration of the period of bid validity, the Tendering Authority shall notify the successful bidder in writing that its bid has been accepted.
- 1.35.4 Upon the successful bidder's furnishing of Performance Security /Security Deposit, the Tendering Authority shall promptly notify each unsuccessful bidder and shall discharge their Bid security.

1.36 ACCEPTANCE OF BIDS

The Tendering Authority does not bind itself to accept the lowest or any other Tender. The Tendering Authority reserves the rights to accept any one Tender or reject all Tenders.

1.37 PERFORMANCE SECURITY/ SECURITY DEPOSIT AND SIGNING OF CONTRACT

- 1.37.1. Within Ten (10) days of the receipt of notification of award from the Tendering Authority, the successful Vendor shall furnish the Performance Security/ Security Deposit in accordance with the Conditions of Contract, in the performance security/ Security Deposit form provided in this document or in another form acceptable to the Tendering Authority.
- 1.37.2. The Performance Security/ Security Deposit shall be denominated in Indian Rupees and shall be in the form of a Bank guarantee issued by a nationalized/scheduled bank located in India acceptable to the Tendering Authority in the form provided in the bidding documents,
- 1.37.3. The Performance Security/ Security Deposit shall be discharged by the Tendering Authority and returned to the Vendor within thirty (30) days after the expiry of the contract period/extension period.
- 1.37.4. Failure of the successful bidder to sign the contract, proposed in this document (Conditions of Contract) and as may be modified, elaborated or amended through the award letter, shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Tendering Authority may make the award to another bidder or call for new bids.

1.38 BINDING CLAUSE

All decisions taken by the Tendering Authority regarding the processing of this tender and award of contract shall be final and binding on all parties concerned. The Tendering Authority, reserves the right:-

- 1.38.1 To vary, modify, revise, amend or change any of the terms and conditions in this Bid;
- 1.38.2 To reject any or all the tender/s without assigning any reason whatsoever thereof or to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

1.39 CONDITIONAL TENDERS

Hypothetical, ambiguous or Conditional tenders shall be summarily rejected. No change of any kind should be made in the Tender or format Annexed herewith. In-adequate information or change in format could lead to disqualification of the bid.

1.40. ANNULMENT OF AWARD

1.40.1 Failure of the successful bidder to comply with the requirement of terms and conditions of the tender document shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event the Purchaser may make the award to any other bidder at the discretion of Purchaser or call for new bids.

1.40.2 While all the conditions specified in the Bid documents are critical and are to be complied, special attention of bidder is invited to the following clauses of the bid documents. Non-compliance of any one of which shall result in out right rejection of the bid.

- (1) The bids will be recorded/ returned unopened if covers are not properly sealed.
- (2) The bids will be rejected at opening stage if Bid security is not submitted.
- (3) If clause-by-clause compliance in form of signing and stamping all the pages of the original bid by the authorized person(s) are not given, the bid will be rejected.
- (4) Prices are not filled in as prescribed in price schedule.

1.41 INTERPRETATION OF THE CLAUSES

In case of any ambiguity in the interpretation of any of the clauses in Tender Document or the Contract Document, the Tendering Authority's interpretation of the clauses shall be final and binding on all parties.

CHAPTER -2
CONDITIONS OF CONTRACT
GENERAL CONDITION, DEFINITION AND APPLICABILITY

2.1 DEFINITIONS

In this Contract, the following terms shall be interpreted as indicated below:

- 2.1.1 "Vendor or Contractor or Service Provider" shall mean the successful bidder to whom the contract has been awarded and with whom the Tendering Authority signs the contract for rendering of goods and services.
- 2.1.2 "Contract" means the agreement entered into between the Tendering Authority and the Vendor, as recorded in the document signed by the parties, including all the attachments and appendices thereto, and all documents incorporated by reference therein;
- 2.1.3 "Bidder" means any firm(s) or a consortium having proper legal Agreement between the parties with the lead firm taking the full responsibility of managing the project as required in the tender. The word "Bidder" when used in the pre award period shall be synonymous with "Vendor" which shall be used after award of the contract.
- 2.1.4 "The Contract Price" means the price payable/receivable to the Successful Bidder under the Contract for the full and proper performance of its contractual obligations;
- 2.1.5 "The Goods" means all the all the material/ services, which the Vendor is required to supply to the Tendering Authority under the Contract;
- 2.1.6 "Services" means services ancillary to the supply of the Goods, such as transportation and insurance and any other incidental services and other obligations of the Vendor covered under the Contract;
- 2.1.7 "Day" means a working day.
- 2.1.8 "Tendering Authority" means The Secretary, Sikkim Public Service Commission or any Officer of the Sikkim Public Service Commission who has been authorized to issue a work order under this contract.
- 2.1.9 "Commission" means Sikkim Public Service Commission
- 2.1.10 "SPSC" means Sikkim Public Service Commission

2.2 APPLICATION OF THESE CONDITIONS

These Conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them.

2.3 DOCUMENTS ESTABLISHING GOODS CONFORMITY TO BID DOCUMENTS

- 2.3.1 The Tender Document (along with its amendments if any), the Bid of the Vendor, any clarifications sought by the Tendering Authority, the responses provided by the Vendor, and any other correspondence exchanged shall form part of the contract to the extent the same is not inconsistent with this document and the award document to the Vendor.
- 2.3.2 The documentary evidence in conformity with the Bid Documents may be in the form of literature and data and shall furnish a clause-by-clause compliance on the tendering authority Technical specifications and commercial conditions demonstrating substantial responsiveness to the Technical Specification and commercial conditions in the form of signing & stamping all the pages of the original bid document by the authorized person/persons. In Case of deviations a statement of deviations and exceptions to the provision of the Technical Specifications and commercial conditions shall be given by the bidder. A bid without clause-by-clause compliance shall not be considered.
- 2.3.2 For purposes of compliance to be furnished pursuant to clause above the bidder shall note that the standards for workmanship, material and equipment and reference to brand names or catalogue number, designated by the purchaser in its Technical Specifications are intended to be descriptive only and not restrictive.

2.4 PERFORMANCE SECURITY

- 2.4.1 The proceeds of the performance security shall be payable to the Tendering Authority as compensation for any loss resulting from the Vendor's failure to complete its obligations under the Contract. The Performance Security/Security Deposit shall be forfeitable for nonperformance of the contract and there shall not be any relaxation to anybody.
- 2.4.2 In the event of any contract amendment, the Vendor shall, within 10 days of receipt of such amendment, furnish the amendment to the Performance Security/Security Deposit, rendering the same valid for the duration of the Contract, as amended for further period of 180 days thereafter.

2.5. HARDWARE AND SOFTWARE REQUIRED FOR DEVELOPMENTAL PURPOSE.

All Hardware and Software required shall be of the Vendor and at vendor's cost.

2.6 SAFETY REQUIREMENTS

The Vendor shall abide by the job safety measures prevalent in India and shall free the Tendering Authority from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Vendor's negligence. The Vendor shall pay all indemnities arising from such incidents and shall not hold the Tendering Authority responsible or obligated.

2.7 VENDOR'S OBLIGATIONS

The Vendor is responsible for, and obliged to conduct all contracted activities as defined in the scope of work or wherever contained in this document, in accordance with the Contract. The Vendor is obliged to work closely with the staff of the Tendering Authority and abide by directives issued by them.

2.8 CHANGE ORDERS

- 2.8.1 The Tendering Authority may at any time, by written order given to the Vendor, make changes within the general scope of the Contract in any one or more of the following:
 - (1) Drawings, designs, or specifications under the Contract that are to be specifically developed for the Tendering Authority;
 - (2) The services to be provided by the Vendor.
- 2.8.2 If any such change causes an increase or decrease in the cost of, or the time required for the Vendor's performance of any provisions under the Contract, an equitable adjustments shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended.
- 2.8.3 Any claims by the Vendor for adjustment under this clause must be asserted within thirty (30) days from the date of the Vendor's receipt of the Tendering Authority's change order.
- 2.8.4 Expert Committee constituted with Members of eminent Public Institutions and the Members having experience in related fields shall validate all such claims. The rate applicable for such adjustment is as fixed by Commercial Bid given in Annexure-8

2.9 USE OF CONTRACT DOCUMENTS & INFORMATION

- 2.9.1. The Vendor shall treat as confidential all data and information about the Tendering Authority, obtained in the execution of his responsibilities, in strict confidence and shall not reveal such information to any other party without the prior written approval of the Tendering Authority.
- 2.9.2. The Vendor shall not, without the Tendering Authority's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Tendering Authority in connection therewith, to any person other than a person

employed by them in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

- 2.9.3.** Any document, other than the Contract itself, shall remain the property of the Tendering Authority and shall be returned (in all copies) to the Tendering Authority on completion of the Vendor's performance under the Contract if so required by the Tendering Authority.
- 2.9.4.** The Vendor must act in good faith and at all times extend its fullest cooperation to the Commission, its employees and agents during the performance of the Services
- 2.9.5.** The Vendor shall act with appropriate propriety and discretion and in particular shall refrain from making any public statement concerning the Project or the Services without prior approval of the Commission
- 2.9.6.** The Vendor shall refrain from disclosing or publicizing to its clientele including past and prospective clients or to the public that it has provided Services to the Commission without prior approval of the Commission.
- 2.9.7** The Vendor shall not divulge to any person not authorized by the Commission and shall not use for its own purposes, any information concerning the Commission, its staff or the Project which the Vendor may have access to directly or indirectly from the services performed under this Agreement or otherwise during the course of the Project; strict confidentiality shall be maintained by the Vendor and its employees/agents in respect of the information provided by the Commission to the Vendor. This confidentiality clause shall be applicable not only to existing employees of the Vendor but also to its employees involved in the project who may leave the service of the Vendor, and accordingly, it shall be the responsibility of the Vendor to ensure that any such employee also shall not divulge or use any such information for his/her own purpose;
- 2.9.8.** The Vendor shall have no authority to commit the Commission to any additional costs, fees or expenses in connection with the Project
- 2.9.9** The vendor shall report immediately to the Commission any circumstances or events which might reasonably be expected to impair or prejudice the performance of the Services.
- 2.9.10** All data, reports, notes, drawings, specifications, statistics, plans and other documents and data compiled or made by the Vendor while performing the Services shall be the exclusive property of the Commission and the Vendor shall have no copyright or other interest therein, and upon sooner determination of the contract or Termination of the Engagement, the said documents and records shall be submitted to the Commission or disposed of as Commission may direct
- 2.9.11** The Vendor shall at all time refrain from showing the report/work in progress or the completed report/work to any person not authorized by the Commission.
- 2.9.12** The Vendor shall make available to the Tendering Authority documents and records related to the performance of the Vendor for verifying the authenticity of the claims made.

2.10 RESPONSIBILITIES

2.10.1 Vendor shall be responsible for the following activities during the course of assignment:-

- (1) Resource and Project Management as per Scope of the work
- (2) Completion of the work as mentioned in the Scope of the work
- (3) The Vendor shall appoint at the Commencement of the Project one of its representatives as a coordinator who shall act as a single point of contact with the Commission during the conduct of the project

2.10.2 The Commission shall be responsible for the following activities during the course of the assignment:

- (1) Provide information/data/clarifications for printing issues.
- (2) The Commission shall appoint at the Commencement of the Project one or two of its representatives as a coordinator who shall act as a single point of contact with the Vendor during the conduct of the Project.

2.11 FINANCIAL AND LEGAL LIABILITY

The Vendor shall be solely responsible for any financial issues arising out of the result of this Contract. Any financial loss to Sikkim Public Service commission, due to faulty services as a result of this tender, shall be sole responsibility of vendor and he has to fulfill all claims arising out of this problem.

2.12 INDEMNITY

The Bidder shall indemnify Tendering Authority from and against any costs, loss, damages, expenses and claims including those from third parties or liabilities of any kind howsoever suffered arising or incurred interalia during and after the contract period out of:-

2.12.1 Any negligence or wrongful act or omission by the Bidder or any subcontract or third party in connection with or incidental to this contract or

2.12.2 Any breach of any of the terms of this contract by all Vendors or any sub-contract or third party.

2.13 STANDARDS OF PERFORMANCE

The Vendor is liable to complete the work in accordance with the specification and approved International standard according to various laws such as Information Technology Act 2000 and related Laws, Rules and Regulations.

CHAPTER – 3
COMMERCIAL TERMS

3.1 PAYMENT SCHEDULE

3.1.1. 80% of the total payment of the equipments and cost of the software shall be made after delivery

3.1.2 20% of the total payment of the equipments and cost of the software shall be made after successful completion of the installation and Commissioning.

3.1.3 Payment will be made against bill presented soon after the completion of the work as per the scope of the work of every examination in good and satisfactory condition and after verification of the services/reports/tasks conforming to the quality and specifications

3.2 PENALTY

3.2.1 Any delay in the time schedule prescribed BY TENDERING AUTHORITY shall attract penalty @ 0.2 % of the contract value for the delay in each day. However, if the delay is caused due to unavoidable circumstances, then Tendering Authority reserves the right to waive off the compensation.

3.2.2 In case of delay beyond three days tendering authority will be at liberty to procure the services from any other agency at the risk and cost of the vendor and it also will result in the forfeiture of the Performance Security amount.

3.2.3 **For any other irregularities, mistakes, etc, penalty at the discretion of Tendering Authority will be imposed.**

3.2.4 That for unsatisfactory performance owing to absence of Vendor's staff, deficiencies in services or for some other reason the tendering authority shall be within its rights to make necessary deductions for such deficiency in services. Alternatively, the tendering authority may, after giving an opportunity of being heard to the Vendor, get such deficiencies fulfilled at the cost and responsibility of the Vendor.

3.2.5 Where any claim for the payment of a sum of money arises, out of or under this contract against the contractor, the tendering authority shall be entitled to recover such a sum by appropriating in part or whole, from the performance security to be deposited by the contractor. In the event of the performance security being insufficient, the balance of the total sub recoverable, as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the contractor under this and any other persons contracting through the Secretary SPSC. Should this sum not be sufficient to recover the full amount recoverable the contractor shall pay to this office the remaining balance due. For failure to deposit the amount legal action will be taken against the contractor.

3.3 SUSPENSION OF WORK

The Service Provider shall, if ordered in writing by the tendering authority for non-performance, temporarily suspend the works or any part thereof for such a period and such a time as ordered. The Service Provider shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the Works as aforesaid. An extension of time for completion, corresponding with the delay caused by any such suspension of the works as aforesaid shall be granted to the Service Provider, if request for same is made and that the suspension was not consequent to any default or failure on the part of the Bidder. In case the suspension of works, is not consequent to any default or failure on the part of the Service Provider, and lasts for a period of more than 2 months, the Service Provider shall have the option to request the tendering authority to terminate the Contract with mutual consent.

3.4 TERMINATION FOR INSOLVENCY

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

3.5 TERMINATION

3.5.1 The Tendering Authority may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Vendor, terminate the Contract in whole or part:-

(1) If the Vendor fails to deliver any or all of the Goods or Services within the period(s) specified in the Contract,

(2) If the Vendor fails to perform as per the Quality standards and as per the Scope of the Work

(3) If the Vendor, in the judgment of the Tendering Authority has engaged in corrupt or fraudulent practices in competing for or in Executing the Contract.

(4) For the purpose of this clause the definition for corrupt practice and fraudulent practice shall be as per the law

3.5.2 The Tendering Authority may also at its sole discretion accept full or part work and also reserves the right to delete any items from the scope of the work.

3.5.3 The Tendering Authority may, without prejudice to any other remedy for breach of contract, by written notice sent to the Vendor, without assigning any reason may terminate the Contract in whole or part; if the tendering authority satisfies that the services of the Vendor are no more required or Vendor is not executing its services properly..

3.5.4 If the Vendor after submission of Bid and due acceptance of the same ie. after placement of order fails to abide by the terms and conditions of the tender document or fails to execute the work as per the prescribed schedule given or at any time repudiates the contract, the tendering authority will have the right to forfeit the EMD, invoke performance security deposited by the firm and get the work done from other vendor at the risk and consequences of the first vendor. The cost difference between the alternative arrangements and vendor's bid value will be recovered from the firm along with other incidental charges including transportation, taxes, etc. in case tendering authority is forced to work done through alternative sources and if the cost is lower, no benefit on this account would be passed on the vendor.

3.5.5 In case of failure by the bidder to carry out the job in accordance with provisions of the contract and as per the Scope of the Work, the tendering authority will have right to cancel the contract and award it to any other vendor and any loss sustained thereby will be recoverable from the first vendor.

3.6 CONSEQUENCES OF TERMINATION

3.6.1 In circumstances mentioned above, the Tendering / Implementing Authority shall exercise the following steps:-

(1) Ask the Vendor to leave the job and return the entire material in an "as is where is" condition, and / or.

(2) Shall forfeit the Security Deposit obtained as performance Guarantee.

(3) Shall take appropriate steps in terms of remedies for breach of contract under relevant provisions of law.

3.6.2 Purchaser reserves the right to disqualify the Vendor for a suitable period who habitually failed to supply the services in time.

3.6.3 Further, the Vendor whose services do not perform satisfactory in the field in accordance with the specifications may also be disqualified for a suitable period as decided by the tendering authority.

3.6.4 Tendering Authority reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.

3.7 FORCE MAJEURE

3.7.1 The Vendor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

- 3.7.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Vendor and not involving the Vendor's fault or negligence and not foreseeable.
- 3.7.3 Such events may include, but are not limited to, acts of the Tendering Authority in its sovereign or contractual capacity, war or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 3.7.4 If a force Majeure situation arises, the Vendor shall promptly notify the Tendering Authority in writing of such conditions and the cause thereof. Unless otherwise directed by the Tendering Authority in writing, the Vendor shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure.

3.8 RESOLUTION OF DISPUTES

- 3.8.1 The Tendering Authority and the Vendor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them in connection with the contract.
- 3.8.2 If, after thirty (30) days from the commencement of such informal negotiations, the Tendering Authority and the Vendor have been unable to resolve amicably a contract dispute, all such disputes, differences, claims and demands arising under the contract shall be referred to arbitration of a sole Arbitrator to be appointed by the mutual consent. All arbitrations shall be held in Mumbai.

3.9 GOVERNING LANGUAGE

The contract shall be written in English. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same languages.

3.10 APPLICABLE LAW

The contract shall be interpreted in accordance with appropriate Indian laws.

3.11 TAXES AND DUTIES

The Vendor shall be entirely responsible for all taxes, duties, license fees, road permits etc. No increase in the rates shall be allowed during the period of the contract.

3.12 NOTICES

- 3.12.1. Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing or by telex, cable or facsimile and confirmed in writing to the party's address
- 3.12.2. A notice shall be effective when delivered or on the notices effective date whichever is later. For the purposes of all notices by the Vendor to the Tendering Authority on change address if informed in writing, these shall be sent to the Tendering Authority by the Vendor at the address mentioned in the Letter of Award-

CHAPTER - 4
TERMS & CONDITIONS SPECIFIC TO THE CONTRACT

4.1 THE SCOPE OF WORK

The Scope of the work, etc. are detailed/defined in Chapter - 5 of this Tender.

4.2 DELIVERY SCHEDULE

As per Time Schedule given in the Scope of the Work.

4.3 PAYMENT TERMS

4.3.1 No advance payment is admissible under any circumstances.

4.3.2 The payment shall be made after successful completion of the work as per the Schedule mentioned in Chapter - 3 Para 3.1.

4.4 CONFIDENTIALITY

4.4.1 Any information and data pertaining to the SPSC or any other agency involved in the Contract matter concerning Government of Sikkim or with the agency that comes to the knowledge of the Vendor in connection with this contract shall be deemed to be confidential and the Vendor shall be fully responsible for the same being kept confidential and held in trust, as also for all consequences of its concerned personnel failing to do so. The Vendor shall ensure due secrecy of information and data not intended for Public distribution.

4.5 SPECIAL CONDITIONS TO THIS CONTRACT-

4.5.1 It shall be deemed that the tenderer has got fully acquainted with the scope of the work, working and other prevalent conditions and fluctuations thereto whether they actually visited the site/area or not and have taken all the above factors into account while quoting his rates.

4.5.2. Police verification report & security clearance for all the staff is to be obtained before commencement of the work. The Tendering Authority will have the right to ask for police verification from the Vendor any point of time.

4.7.3. Vendors will have to make their own arrangement for supervision/l vigilance on the activities of employees engaged by him for the work inside the office of the Tendering Authority. The Vendor will be responsible for any misconduct, theft / attempt of pilferage or misdemeanor on the part of Vendor's employees engaged in the office of the Tendering Authority in connection with the contract work. If the Vendor's employee(s) is / are found to be involved in such activities the Vendor will be held responsible for the same, and apart from penalty / penal action, Vendor will be liable for administrative action including Blacklisting the Vendor for future Contracts.

4.7.4 The losses to government properties, if any by contract laborers, will be recovered from the Vendor. The demurrages charges/losses if any due to Vendor will be recovered from the Vendor. The Vendor will have to abide by the all security instructions and requirements as necessary and intimated by tendering authority

4.7.5 The Vendor will have to maintain daily attendance register and get it duly signed by representative of the tendering authority

4.7.6 A complaint register will be kept at suitable location for complaints with regard to any aspect of service provided by the contractor

4.7.7 Vendor is responsible for Verification and compliance of system and procedures as per IT Security Policy/ guidelines of the tendering authority.

4.8 REPORTING PROGRESS

4.8.1. Service Provider shall monitor progress of all the activities specified in the contract and submit free of cost monthly progress report about various aspects of the work to the tendering authority. The service provider shall also make such reports /Executive summary etc. available on live to the tendering authority The tendering authority on mutual agreement between both parties may change the periodicity of such reports. Extracts of the progress report to be termed, as "Executive Summary" shall be submitted in 3 copies, along with 3 copies of monthly progress report. The same is required to be submitted in soft copy as well. Formats for such reporting shall be discussed and finalized mutually.

4.8.2. The facilities / services, and/or labour to be provided by the Service Provider under the Contract and the manner and speed of execution and maintenance of the work are to be conducted in a manner to the satisfaction of the representative of the tendering authority in accordance with the Contract. Should the rate of progress of the work, compliance to the requirements of the its facilities, or any part of them at any time fall behind the stipulated time for completion or is found to be too slow to ensure completion of the works or insufficient for satisfactory operation of the services, the representative of the tendering authority shall so notify the Service Provider in writing.

4.8.3. The Service Provider shall reply to the written notice giving details of the measures he proposes to take to expedite the progress so as to complete the works by the prescribed time. The Service Provider shall not be entitled to any additional payment for taking such steps. If at any time it should appear to the tendering authority or the representative of the tendering authority that the actual progress of work does not conform to the approved programme, the Service Provider shall produce at the request of the representative a revised programme showing the modification to the approved programme necessary to ensure completion of the works within the time for completion or steps initiated to ensure compliance/improvement to the stipulated requirements

4.8.4. In case during the services, the progress falls behind schedule or does not meet the desired requirements, the Service Provider shall deploy extra manpower, resources, infrastructure to make up the progress or to meet the requirements. Programme for deployment of extra man power/ resources/ infrastructure will be submitted to the tendering authority for its review and approval, which approval shall not be unreasonably withheld. All time and cost effect in this respect shall be borne, by the Service Provider unless otherwise expressly provided in the Contract.

4.8.5 During the course of the work, if the service provider observes any major deficiencies, they should immediately bring such observations, deficiencies, areas of improvement and suggestions for improvement to the notice of the concerned persons. The service provider should also discuss with guide/help the staff of the tendering authority in implementation of the critical and important suggestions

4.8.6 At the end of each phase, the service provider should submit a detailed report containing all the observations, deficiencies, areas of improvement and suggestions for improvement, for each system separately.

4.9 HANDING OVER OF WORKS

The Vendor shall be bound to hand over the works executed under the contract complete in all respect to the satisfaction of the Tendering Authority. The Tendering Authority shall determine the date on which the work is considered to have been completed. The Tendering Authority shall determine from time to time, the date on which any particular section of the work shall have been completed, and the Vendor shall be bound to observe any such determination of the Tendering Authority

4.10 COMMITTEE FOR SUPERVISION

The Tendering Authority will be at liberty to set up Committee of Officers to supervise all Services in all the areas mentioned above. The directions of such committees with regard to all the general services, even if other than those mentioned in this Tender, would be binding on the Vendor for compliance

4.11 SUB - CONTRACT

4.11.1 The vendor shall not assign or subcontract the assignment or any part thereof to any other Vendor except with the prior consent in writing of the Tendering Authority and provided the Commission shall have specifically approved such other Vendor. The Commission may in its sole discretion and without assigning any reason refuse to give such consent

4.11.2 Vendor should be capable of delivering all the required modules of the Automation system i.e. ICR S/W, EPMS S/W, Scanners & other Hardware. No Subcontracting or consortium will be allowed under any circumstances.

4.12 LEGAL JURISDICTION

All legal disputes are subject to the jurisdiction of courts in Sikkim only.

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CHAPTER - 5

SCOPE OF WORK AND DETAILED TECHNICAL SPECIFICATIONS

5.2 Scope of the Work

5.2.1 Objective

(A) The objective of the Examination Process Management System is to completely computerise the Result Processing System right from Scanning of the sheets to selection of the Candidate. The process of managing large number of profiles and Answer sheets of the candidates for various posts and / or competitive examinations of SPSC with ease for the benefit of SPSC and the candidates is the main objective of the proposed System. SPSC also wants to achieve efficient delivery of services by implementing System, which in turn will:

- (1) validate the data of the candidate and provide accurate information to the users.
- (2) save the processing time
- (3) provide the feedback to the intended users of the system.
- (4) provide MIS report to take the decision for enhancement the quality and type of the services.
- (5) increase efficiency in the process and avoid manual errors.
- (6) avoid duplicate data by providing unique registration numbers to the users.
- (7) facilitate quality services to public
- (8) reduce operational cost of the system.
- (9) maintain the confidentiality and security of the system.
- (10) provide information to the authenticated users of the system only.
- (11) be flexible enough the accommodate the changes in the Rules, Regulations and Conditions
- (12) provide value based services by using automated software to sent e-mail, SMS to the specific users.
- (13) facilitate the users by providing inbuilt messaging system to interact with the other authenticated users of the system.
- (14) help to critically analyse the loop holes of the system
- (15) reduce manual dependency for the need of the information
- (16) automate the current manual process of recruitment
- (17) provide department with automated reports that are currently manually prepared where by saving the crucial time for decision making

(B) The system shall build on centralized server and single database enabling generation of consolidated MIS, and information / reports for decision making for SPSC officials

(C) The Scope of the Work in general consists of following three parts namely:-

- (1) Supply, Installation and Commissioning of ICR/OMR Software
- (2) Supply, Installation and Commissioning of two Image Scanners
- (3) Designing, Development, Customization, Testing, Installation, Implementation, Training and Maintenance of the EXAMINATION PROCESS MANAGEMENT SOFTWARE (EPMS) as per the requirement.

5.2.2 SUPPLY, INSTALLATION AND COMMISSIONING OF ICR/OMR SOFTWARE ALONGWITH TWO SCANNERS:-

(1) The ICR/OMR Software should have minimum following specifications:-

Sr. No.	Type	Specifications
1	Recognition	Hand Print (ICR)
		Machine Print (OCR)
		Mark Sense (OMR)
		BarCode
		Tables
2	Features	Forms
		Visual Verification
		Rules-based Validation and Checks
		Recognition of tables, forms
		ADF Support
		Network support
3	Input Connect Agents	All type of Scanners
4	Output Connect Agents	ASCII, Excel, Word, Access, FoxPro, dBase, Oracle, SQL Server, ODBC complaint databases
5	System Administration & Control	To monitor and manage data and document capture process and security features
6	Form Designing	To implement data and capture document, configure data validation, database lookup capabilities
7	Language support	English
8	Protocol	TWAIN
9	Batch processing features	Distributed processing over a network
		Multiprocessing support
10	Scanning Module	1
11	Recognition Server with Application Development Kit (ADK)	1
12	Verification + Validation Modules	5
13	Quantity	One-Multiuser (1+1+5)

(2) The Scanner compatible with above software should have following minimum specifications:

(A) **SCANNER – 1 : Technical Specifications : Fujitsu or equivalent**

Particulars		Specification	
Scanner Type		ADF (Automatic Document Feeder)	
Image Sensor Type		Color CCD (Charge-coupled device) x 2	
Light source		White cold cathode discharge lamp	
Optical Resolution		600 dpi x 600 dpi	
Output Resolution	Color	50-600 dpi	
	Grayscale	50-600 dpi	
	Monochrome	50-600 dpi	
AD Converter		1024 Levels	
Gray Scale Level	Color	24 bit / pixel	
	Grayscale	8 bit / pixel	
	Monochrome	1 bit / pixel	
Scanning Speed A4	Color/ Greyscale	200dpi	70 ppm(Simplex)/140 ipm (Duplex)
		300 dpi	60 ppm(Simplex)/120 ipm (Duplex)
	Monochrome	200 dpi	70 ppm(Simplex)/110 ipm (Duplex)
		300 dpi	60 ppm(Simplex)/110 ipm (Duplex)
Document Size	Minimum	A8 (53 x 74 mm)	
	Maximum	A3(297 x 420 mm) or 11in x 17in(297.4 x 431.8mm)	
Capacity		Chute :Maximum 200 Sheets at A4, 20lb, or 80 gm/m ² Stacker: Maximum 300 Sheets at A4 ,20lb, or 80 gm/m ²	
Interface		Ultra SCSI (Half -Pitch 50 pins) x 1 ; USB 2.0 x 1 * Also work with USB 1.1	
Connector Shape		Shield Type 50 pin (pin type 50 pin), USB(B type)	
Image Processing		Error diffusion, Dither (Standard)	
Power		Operating: 216 W Sleep Mode: Less than 6W	
Others	Multi Feed detection	Yes (Standard) Ultrasonic Method Multi Feed Detection Sensor	
	Long Paper Scanning	863mm(34in), Binary /Gray Scale /Color	
	Paper Counter	Auto	

(B) SCANNER – 2 : Technical Specifications

Particulars		Specification	
Scanner Type		ADF (Automatic Document Feeder) & Flatbed	
Image Sensor Type		Color CCD (Charge-coupled device) x 2	
Light source		White cold cathode discharge lamp	
Optical Resolution		600 dpi x 600 dpi	
Output Resolution	Color	50-600 dpi	
	Grayscale	50-600 dpi	
	Monochrome	50-600 dpi	
AD Converter		1024 Levels	
Gray Scale Level	Color	24 bit / pixel	
	Grayscale	8 bit / pixel	
	Monochrome	1 bit / pixel	
Scanning Speed A4	Color	200dpi	40 ppm(Simplex)/ 80 ipm (Duplex)
		300 dpi	40 ppm(Simplex)/ 80 ipm (Duplex)
	Greyscale /Monochrome	200 dpi	60 ppm(Simplex)/1210 ipm (Duplex)
		300 dpi	40 ppm(Simplex)/120 ipm (Duplex)
Document Size	Minimum	A8 (53 x 74 mm)	
	Maximum	A4(210 x 297 mm)	
Capacity		Chute :Maximum 50 Sheets at A4, 20lb, or 80 gm/m ² Stacker: Maximum 300 Sheets at A4 ,20lb, or 80 gm/m ²	
Interface		Ultra SCSI (Half -Pitch 50 pins) x 1 ; USB 2.0 x 1 * Also work with USB 1.1	
Connector Shape		Shield Type 50 pin (pin type 50 pin), USB(B type)	
Image Processing		Error diffusion, Dither (Standard)	
Power		Operating: 216 W Sleep Mode: Less than 6W	
Others	Multi Feed detection	Yes (Standard) Ultrasonic Method Multi Feed Detection Sensor	
	Long Paper Scanning	863mm(34in), Binary /Gray Scale /Color	
	Paper Counter	Auto	

(3) 5.2.3 DESIGNING, DEVELOPMENT, CUSTOMIZATION, TESTING, INSTALLATION, IMPLEMENTATION, TRAINING AND MAINTENANCE OF THE EXAMINATION PROCESS MANAGEMENT SOFTWARE (EPMS)

5.2.3.1 SPSC desires to prepare exam result automatically to avoid problems such as receiving & storing manual answer sheets which require office space, searching, sorting and retrieval of answer sheets for specific exam, MIS reports in short time etc. Therefore, the proposed EPMS shall use candidates exam related all digital data and generate a result till recommendation.

5.2.3.2 The salient features of the proposed EPMS shall be:

- (1) ICR/OMR Database:** Examination / Application forms , Exam Answer Sheets & Answer keys should be scanned and imported into the database. ICR Process shall cover five steps i.e. Scanning, Recognition, Verification, Validation & Export.
- (2) Admin Area:** The EPMS shall have appropriate admin features / options for SPSC to manage User IDs, change passwords etc. Log of various activities shall be maintained . System shall maintain audit logs of the activities of all the system users for future reference / legal purpose.
- (3) Scalability:** The EPMS shall be scalable to incorporate all requirements and simultaneous operations.

5.2.3.3 Detailed Functionalities of the Proposed Intranet Based Software are as follows:-

Platform OPTION – I :

- Back End:** Postgress , Oracle
- **Front End:** Web (Java , Free Marker) web-based
- **Operating System :**Windows / Windows
- **Reports:** Jasper, iReports

This Option is web-based multi-user and based on all freeware tools

Platform OPTION – II :

- **Back End:** MS SQL Server 2000 on Widows Server
- **Front End:** MS VB on Windows / Windows

- Reports: Most of the reports are simple text format (for fast printing)
Seagate Crystal Reports (for Printed Stationery and Image Printing)

The software should be multi-user and there is no restriction on the number of users.

Right from receipt of Enrollment Forms and / or Examination Forms through the processing of Results and Printing of Degree Certificates and Statistical Reports.

- **Enrollment**
 - o Entry of Registration Forms (ICR & Manual)
 - o Edit lists of forms with invalid flags, if any
 - o Generation Registration / Enrollment No
 - o Print Registration Cards
- **Pre-Examination Work**
 - o Entry of New Exam Forms (ICR & Manual)
 - o Pulling of Old data (for repeaters)
 - o Edit lists and corrections of Exam Forms
 - o Entry of Time Table of Exams
 - o Generation of Capacity charts (Examination Centre wise)
 - o Allocation of no of candidates to centres (Seating Arrangement)
 - o Assigning of Roll No & Centre
 - o Pre-Exam Reports
 - Subject wise analyses (for printing of Question Papers)
 - College wise Roll List
 - Admission Cards (With Photo & Signature)
 - College wise Dispatch lists
 - Centre wise Roll List
 - Attendance Sheets
 - Packing List for Question Papers dispatch
 - Center wise Analysis
 - Center wise Dispatch Lists
 - Control Sheets - ICR forms for accepting Marks (Optional)
 - Subject wise work distribution (for appointing examiners)

SCOPE OF WORK:

- **Post Examination**
 - o Inputs
 - Marks Thru Control Sheets / Bar Code / RollNo
 - Sessional / Internal Marks from Colleges (ICR / Text / Dbf files)
 - Other inputs like Absenteeism, Unfair Means, Withhold cases, ATKT
 - Previous Exam Marks (if not available in Database)
 - Declarations regarding Percentage / Division
 - o Edit list for Marks and other Inputs
 - o Correction in Marks & Other Inputs
 - o Correction to Name / Address etc.
 - o Processing of Results (can be repeated after if data changes)
 - o Post-Exam Reports
 - Tabulation Register (Ledger)
 - Result withheld list
 - Mark sheet
 - Topper's List (Overall and Subject wise)
By Category, District, College, Male / Female etc
 - College wise Dispatch List
 - Press Note (Results with Statistics)
 - Result Analysis
 - o Degree Printing and Convocation
 - Entry of Applications
 - Convocation List
 - Convocation Notices to Students / Colleges
 - Degree Certificates (In Vernacular Language also)

SOFTWARE FEATURES:

- Flexible structure for Syllabus, Passing Rules, Grace & Exemption
- Choice of Medium
- Provision of Categories like Regular / External / Repeaters
- Carrying over of the result from previous examination
- Division / Class based on Marks / Grade Points
- Division / Class based on aggregate marks / weighted marks
of more than one examination
- Printing of Photo/ Signature on Admit Cards, Mark Sheet, Degree Certificate
- Choice of Data Security – ICR, Bar Coding, Coding/Decoding etc.
- Control of operations by the system
- Tracking of data changes with operator and checker

- Tracking of data changes by sequence
- Flexible set up allows users to set a new Course / Exam
- Passing rules or Syllabus can be modified by the users

SECURITY FEATURES:

- **Database Access**
 - o Direct Access to Database is restricted to System Administrator only
 - o User access to Database is through package only.
 - o All Updates are carried out using Stored Procedures after proper validations and data integrity checks.
 - o Users have only execute permission to the Stored Procedures and the stored procedures can be executed only when called from the package.
- **Access to Options and Data Update**
 - o Apart from the Network access security, the package has its own User Access system.
 - o The System Administrator has the highest authority level and access to all option of the package. He can create the Supervisory Users and grant them access to various work options. Supervisory Access can also be restricted by Course / Examination.
 - o Supervisor can create users for his staff and grant them access to work options as required. He can distribute the entry work to the operators and trace their work separately. An operator can not make any data updates unless the supervisor opens a list for him. All data changes are recorded sequentially with the sign of the operator and the supervisor.

Thus the authority system in the package can be parallel to the actual hierarchy in the organization and can be easily maintained by the users without the help of the system people.

- o Within each given input, the system keeps track of Batches of data changes by a sequential List No. e.g. 'Entry of Marks List No 1' is a batch. A supervisor will close an open batch after printing the edit list for that batch and satisfying himself with the changes made. Thus the edit list will have the authentication of that supervisor. A new List say List No 2 will be opened for further changes, if any.
- o Before processing results, the system will ensure that all change lists have been closed, i.e. authenticated. A report on the last List No for each input is can be printed with the Tabulation Register. This will indicate subsequent changes, if any, made by any user with his authentication since a new list is required for such changes.

(B) Scope of Work for Software Development

- (1) The vendor has to design a software application based on the requirements listed above to the satisfaction of the SPSC. The SRS document (Software Requirement specification) will be submitted to the commission for approval as per the delivery schedule.
 - (2) The SRS document shall clearly define the inputs to the program, configurable parameters, result formats, reports etc. It shall have the flow charts describing the logic of result processing.
 - (3) Once the SRS is approved, vendor has to develop the software as per the delivery schedule. The software shall be subjected to trials on test data for at least two examinations provided by the Commission.
 - (4) After successful trials on test data, the software shall be deployed for actual result processing.
 - (5) Vendor has to provide training to required number of officials of SPSC in operations and maintenance of the Result Processing Software. He shall also provide experienced personnel of suitable level for this purpose as stipulated by the Commission anytime during the contract.
 - (6) Requirement of any hardware and software which may need be procured by the Commission in due course may be clearly specified in the Bid.
 - (7) Maintenance and minor modifications of the software for a period of three years from the date of deployment of the software for actual result processing will be a part of the contract.
- (8) The Vendor shall study the existing manual examination process of SPSC. Based on the study the Vendor shall prepare Functional Specification Document ("FSD") for the proposed system and submit the same to SPSC. On acceptance of the FSD by SPSC, the Vendor shall design and develop appropriate application software that is in line with the requirements of SPSC.
- (9) The proposed system shall cover Pre-Examination Work & Post Examination Work

VI. Delivery Schedule

Sl No	Activity	Period
1	SRS finalization	30 days from the date of Work Order
2	Application Finalization with Trial Tests	75 days from the date of Work order

	(4) General Hardware	Qty
	Particulars	
1.	<p>HP COMPAQ Business SERVER with Dual Processor capable ProLiant ML350G5 (Tower Model) / Hot Plug LFF Model/(1) Quad-Core Intel Xeon E5310 Processor (1.60 GHz, 80 Watts, 1066 FSB)/ 8MB (2 x 4MB) Level 2 cache / 2 GB (4 x 512 MB) Standard; PC2-5300 Fully Buffered DIMMs (DDR2-667)/Embedded NC373i Multifunction Gigabit Server Adapter with TCP/IP Offload Engine/ Smart Array E200i / 16X DVD/72 GB SAS HDD X 2 / 17" TFT/RPS Operating :- Windows Server</p>	01
2.	<p>HP COMPAQ Business PC (Model:- HP Compaq dx2280 Business) Processor: - Intel® Dual core @1.6 GHz Chipset: - Intel® 945G or ATI Radeon Xpress/ Nvidia Memory: - 512 MB DDR2 (400 MHz) RAM Maximum Memory: - Up to 4-GB of DDR2 RAM Hard Drive: - 160 GB SATA with 7200 rpm Keyboard/Mouse: - 104 keys & optical Mouse NIC: - Integrated 10/100/1000 with remote booting facility Removable Storage: - 1.44-MB Diskette Drive</p> <p><i>Graphics: - Intel Integrated Graphics</i> Optical Storage: - Combo (DVD+CDRW) Drive Monitor: - 17" TFT Operating :- Windows</p>	15
3.	UPS 3 KVA	02
4.	Cisco Switch – Catalyst 2950	01
5.	HP Laserjet 4350 DTN Laser Printer	01
6.	HP Laserjet 5200 Laser Printer – A3 Size	01
7.	SBS server premium with 5 cal	01
8.	Cal license of SBS	05
9.	All media	01
	TOTAL	

Sr. No.	Particulars	Quantity
i)	All Networking material like CAT 5 Cables D-Link Box etc. for LAN setup (For the setup in one hall only)	For one site
ii)	Furniture & Wiring	For site

Note : 3 Years Warranty in all Computer hardware

5.2.5 DEPLOYMENT PLATFORM – SOFTWARE, HARDWARE AND NETWORKING:

(1) It is preferred that the back-end database shall be the best Relational Database Management System ("RDBMS") since SPSC possesses substantial proprietary data. However, a choice of the front-end and back-end platform will be as per the expertise and resources available with the Vendor and may prefer open source platforms to reduce the costs.

(2) Vendor should note that SPSC desires to operate the System on Intel platform (preferably with Linux as Operating System).

(3) It is necessary that the Vendor should submit **ideal minimum deployment requirements** for the proposed systems which will be sufficient for the smooth functioning of the system without compromising the performance. These deployment requirements should consist of all minimum required hardware, software, and networking items / components which SPSC needs to arrange for the successful installation and smooth functioning of the proposed systems. The deployment requirements should be submitted along with Technical Proposal

5.2.6 SECURITY OF SYSTEMS AND DATA:

- (1) It is expected that the Vendor will incorporate appropriate security features in the application for safety of application itself and data. The Vendor shall design and develop the application in such a way that proper security is implemented at various levels such as Application, Database and also provide security and antivirus protection at Operating System Level. The Vendor should also provide configurable User and Role-based security for Various Menu Options of the application. SPSC shall prefer to have latest upgraded from time to time Secure Sockets Layer ("SSL") feature since the applications will be accessed using Internet upgrade from time to time. It is also expected that the Vendor will provide necessary guidelines to implement the Security and also provide assistance in implementing the same at no extra cost.
- (2) The Vendor shall, to the extent relevant and possible, be guided by the standard information Systems Security Policies and Guidelines or suitable Industry standards
- (3) The software solution shall contain all suitable security features and firewalls using the latest features to protect and secure the databases used by the proposed system, data in transit etc.
- (4) The software solution shall be designed and developed in a manner that will enable incorporation of any commercially available security solution, if needed
- (5) Appropriate access and authorization controls should be incorporated into software.

5.2.7 BACKUP:

- (1) The Vendor should incorporate necessary features in the proposed system to take back-up of database in regular intervals such as daily, weekly, monthly etc.
- (2) The Vendor should provide necessary training to the SPSC staff to take regular backup and provide necessary documentation for the same.

5.2.8 TESTING:

- (1) The Vendor shall thoroughly test the software at Vendor's site before its deployment on Production site for proper functioning (data entry, processing, and printing). SPSC shall provide necessary test data and sample reports for the same.
- (2) High Power Scientific / Technical committee will be constituted to certify the security, technicality and suitability of the developed software. The suggestions given by this committee / SPSC if any are mandatory for the agency to implement and to incorporate and to execute the same from time to time.
- (3) Final approval/ User Acceptance of the software and system shall be given by SPSC after the successful implementation and testing.

5.2.9 DOCUMENTATION:

The Vendor will provide an inbuilt Online Help facility (well documented) in order to make the software user friendly.

5.2.10 DATABASE MANAGEMENT

- (1) The successful bidder shall be responsible for end-to-end management of database on an ongoing basis to ensure smooth functioning of the same.
- (2) The successful bidder shall undertake management of changes to database schema, disk space, storage, user roles.
- (3) Undertake performance monitoring and tuning of the databases on a regular basis including, preventive maintenance of the database as required.
- (4) The successful bidder shall provide management of database upgrade or patch upgrade as and when required with minimum downtime
- (5) The successful bidder shall take regular backups for all databases in accordance with the backup and archive policies and conduct recovery whenever required with appropriate permissions.
- (6) The successful bidder shall provide and use of DBA tools related to performing database creation, maintenance, and database monitoring tasks
- (7) After rectifying the mistakes, if any, and after all the processing is over, all the data be handed over to the Commission in the required database structure like latest version of MS Excel, MS Access & MS SQL etc.
- (8) All the data be preserved for six months from the date of reports and thereafter are to be submitted to this office or till specific instructions if given earlier.
- (9) Care also should be taken to see that the Data Processing is absolutely error free.
- (10) If any problem in understanding the requirement of processing arises, the matter be discussed with the concerned Officers before proceeding further.

5.2.11 DISASTER RECOVERY ("DR"):

- (1) The regular backup of each the data shall be maintained as well as the data bases exported in other database format shall be stored in secured place as per directive of SPSC or will be maintained by SPSC.
- (2) In case of any disaster, such as fire, flood, terrorist threat or other disruptive event, the Vendor restore /recover the data for the System to function from backup and continue to operate in a reasonable period of time of 48 hrs.
- (3) Proper documentation of the database backup is required to easily locate the physical data / data in the network.

5.2.12. INSTALLATION:

- (1) The hardware and software shall be installed at the premises of the tendering authority at the cost of the Vendor.
- (2) All updates should be given as and when available during warranty period.
- (3) Complete training with regards to installation and use of the ICR Software, Scanners, and EPMS System etc. shall have to be given properly. Also other areas like ICR form designing, Sheet Printing with photograph & signatures of the candidates should also include in the training.
- (4) Representative of the vendor should present during the first examination process.
- (5) The Vendor should design and develop a Candidate information management/examination processing system for the concerned Examinations.

5.2.13 GENERAL

- (1) Tenderer should clearly indicate the prices for main equipment, accessories (standard and desirable) and optional items separately.
- (2) Tenderers should clearly mention the nature of each item quoted (like non-consumables, consumables etc.) along with the main equipment.
- (3) The tenderer is bound to supply the stores at the approved rates during the validity of the tender.

- (4) The tenderer should quote the rates (even in respect of foreign make items) in Indian Rupees only and thus it shall be binding on the part of the approved dealer/supplier/firm to supply the stores on F.D.R. basis at the approved rates throughout the validity period of the tender
- (5) All the Rates quoted should be inclusive of all charges and taxes except Octroi. Octroi Exemption Certificate will be supplied as and when necessary. Tenderer/bidder shall not quote charge more than M.R.P of the item. Any violation of the above mentioned terms & conditions shall lead to rejection of Tender and forfeiture of EMD or Security Deposit. The bidders are free to quote for higher specification for any item. However, no higher price consideration shall be given on that account
- (6) Tenderer will have to essentially mention the name of the Company whose product is to be supplied and the country of origin of the product along with the technical specifications. They will also have to submit certificate in respect of the country of origin
- (7) AMC charges will be payable on quarterly basis after expiry of warranty period as per terms & conditions mentioned in this document.

5.2.15 WARRANTY

- (1) Three Years Parts and Labor comprehensive warranty for all components on site. No additional payment of any kind will be made during the warranty period except Consumables. For consumables, the bidder has to supply the list of all the consumables and the prices for the same alongwith the Technical Proposal
- (2) The Contractor warrants to the Purchaser that the Goods supplied by the Contractor under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Contractor further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Contractor that may develop under normal use of the supplied Goods.
- (3) This Warranty shall remain valid for three years or as specified in the Special Stipulations of this document, after the Goods, or any portion thereof, as the case may be, have been Taken Over, This period is hereinafter referred as Warranty Period.
- (4) Upon receipt of such notice, the Contractor shall, within a reasonable period as notified by the Client, repair or replace the defective Goods or parts thereof, without any cost to the Purchaser.
- (5) If the Contractor, having been notified, fails to remedy the defect (s) in accordance with the Contract, the Purchaser may proceed to take such remedial action as may be necessary, at the Contractor's risk and cost. The Vendor's warranty pursuant to this Clause is without prejudice to any other rights or remedies which the Purchaser may have against the Contractor under the Contract.
- (6) The bidders should clearly mention Terms and Conditions of service agreements for the supplied hardware equipment after the expiry of initial warranty period. In case of International Warranties; the local authorized dealers should mention their service and warranty setup, details of qualified engineers, etc.
- (7) The tenderer should clearly indicate the Guaranty/Warranty status of each item i.e main equipment, standard accessories, optional etc.(consumables/non- consumables items etc.)
- (8) The tenderer should indicate the life period of the main equipment, standard accessories, optional etc. (consumables /non-consumables items etc.)
- (9) The tenderer should, without charge, repair or rectify the defective goods (or) to replace such goods with similar goods free from defect.
- (10) The bidder should be capable of executing the ordered items and to provide after sales support services to SPSC atleast for five years after expiry of warranty period.

5.2.16 SPARE PARTS AND SUPPLY SUPPORT

- (1) The Vendor warrants to the Purchaser that the Service supplied by the Contractor under the Contract are standard and of exact Hardware and Networking Equipment , and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Contractor further warrants that all Service supplied under this Contract shall have no defect, arising from design, materials, or installation & configuration from any act or omission of the Contractor that may develop under normal use of the supplied Service.
- (2)The Contractor shall locally at client sites, maintain a stock of spare parts and tools sufficient for the maintenance of the delivered system during the warranty period.
- (3) The Contractor shall guarantee the availability of spare parts and technical assistance for all components (or appropriate alternatives) to ensure the system runs for at least for 5 years, without major changes, at the completion of final acceptance. Six months advance notices is required on any discontinued part(s) with a suggestion for alternatives.
- (4)The bid shall include a quotation and a unit price for each spare part.
- (5) The Bidder shall also identify and provide those items of supply that are needed to maintain performance, reliability and availability standards specified in the technical requirements and specifications for this document. The quantity of spare parts and consumable items provided and kept shall be the quantity required for one year of operating stock.
- (6)The following additional information shall also be provided-
 - (a) The identification of critical items, items whose failure in the system would cause a system failure.
 - (b) The identification of items of high cost and/or long lead time (over six weeks) and whose design reliability is such that normal stock replenishment would not justify maintaining a level of the item in stock.

5.2.17. PROPERTY OF REPLACED COMPONENTS

Any defective component which has been replaced by the Contractor shall become the property of the Contractor as and where it lies.

5.2.20 CHANGE ORDERS

- (1) The Client may at any time, by written notice to the Contractor, instruct the Contractor to alter, amend, omit, add to or otherwise change any part of the Works.
- (2)Upon notification by the Client of such change, the Contractor shall submit to the Client an estimate of costs for the proposed change (hereinafter referred to as the Change), within ten (10) calendar days of receipt of notice of the Change, and shall include an estimate of the impact (if any) of the Change on the delivery dates under the Contract, as well as a detailed schedule of execution of Works under the Contract.
- (3)The Contractor shall not perform Changes in accordance with instructions above until the Client has authorized a Change Order in writing
- (4)Changes mutually agreed upon shall constitute a part of the work under this Contract, and the provisions and conditions of the Contract shall apply to said Change.

5.2.18 TRAINING

- (1)The Contractor shall arrange and undertake a comprehensive training program for the staff nominated by the Client to ensure that they shall acquire a good working knowledge of the operation, and general maintenance of the Goods to be supplied under the Contract.
- (2)In case of non-compliance with instructions, non-cooperation or other difficulties experienced by the Contractor with regard to any of these personnel, the Contractor shall apprise the Client. The Contractor shall then proceed to implement suitable remedial measures after consultation with the Client.
- (3) Training on the system should be carried by the manufacturer after the commissioning of the system and shall essentially cover the following topics:

- (a) Overview of the equipments and system design
- (b) Operation of the system
- (c) Programming of the system
- (d) First level maintenance of the system
- (e) Recommendation on Spares to be maintained
- (f) Tips on preventive maintenance during and after the warranty period.
- (g) Demonstration of the complete system

(4) Operator training shall be conducted for a minimum of 2 sessions, with a minimum session length of 2 hours at the customer's site.

5.2.19 SITE PREPARATION

Bidder shall be afforded the opportunity to visit site to aid in the preparation of their response. Vendor shall have the responsibility of conducting any surveys, preparation, and inspection of site. These responsibilities shall include:

- (1) Determination of sufficient power, air conditioning, Networking and floor space in support of the proposed Bidders equipment.
- (2) Identify and install, if necessary any special additional power and air conditioning requirements needed by the Bidders equipment.

5.2.20 DOCUMENTATION

In the responses to the following subsections, please identify the documentation, which shall be provided in hard copy format, in soft copy format and in the form of on-line help.

(1) Operational Documentation

Please describe the Operational Documentation to be provided.

(2) User Documentation

Please describe the User Documentation to be provided.

5.3 OTHER CONDITIONS

- (1) Latest Technologies shall be used for the proposed solution by taking the consent of the Client before finalizing the tools and technologies to be used for development.
- (2) Travel, boarding and lodging of the vendor's team on their visits to the various destinations would not be paid by the client.
- (3) The Vendor shall indemnify the Client against all third-party claims of infringement of patent, trademark/ copyright or industrial design rights arising from the use of the supplied software and related services or any part thereof.
- (4) The Vendor shall provide training on appropriate aspects of the Software and Hardware or any other aspect that Client feels necessary to such persons nominated by the Client.
- (5) The vendor shall provide adequate and appropriate support and participation on a continuing basis for at least 1 year after expiry of contract period or termination or suspension (as case may be) in fine-tuning supplied Software, related utilities, documentation, data, backup, services, tasks, etc and training to meet the requirement of the client.
- (6) The Vendor has to take input details from the concerned Departments/ Sections from the office of the Tendering Authority. Seven days advance intimation for the Scheduled Examination/Selection will be given from the concerned Officers of the Tendering Authority.
- (7) All the reports will be defined at the time of initial discussion and before starting processing of each Examination/ Selection. However, the separate report module should exist for each Examination/Selection. Option shall be provided to print the reports both on laser printer as well as normal dot matrix / line printers.
- (10) Any data, reports, papers, etc should not be carried out without written permission of the tendering authority outside the premises. Also, any outside data, software's, etc should not be brought in the office of the tendering authority without written permission.
- (11) The Vendor should provide 24x7 telephone technical supports, if required. The Owner / Vendor should be available on his own direct telephone (Office as well as residence) and also on mobile phone so as to call in emergency case. All the contact numbers should be invariably given.
- (12) All software shall be handed over as soft copies in both source code and executable form. Duplicate copies of CDs will be prepared, and an index text file listing file names and their descriptions will be copied on each CD. The Table of Contents of the CDs will also be handed over in paper form. Latest versions of software (with source code and executables), design document and user manuals should be made available immediately after its change.
- (14) Time is the essence of contract and work specified in tender is time bound under the project. The work should be completed on turnkey basis within a maximum period as given in the schedule. Tender with early delivery schedule will be given preference. Penalty clause will be enforced for non-completion of work within the stipulated period.

.....

ANNEXURE-1
TENDER OFFER FORM (TOF)

Date: _____

Tender Reference No.:

To
The Secretary,
Sikkim Public Service Commission, Gangtok

SUBJECT: TENDER DOCUMENT FOR PARTICIPATION IN THE TENDER PROCESS FOR EXAMINATION PROCESS MANAGEMENT SYSTEM

Gentlemen:

Having examined the tender documents including all Annexure the receipt of which is hereby duly acknowledged, we, the undersigned, offer to work as Vendor as mentioned in the Scope of the work as required by Secretary, S.P.S.C. in conformity with the said tender documents.

I/We declare that we are an established service Provider in the area of IT service Provider under the name and style of.....

We declare that we are equipped with adequate machinery/technology for providing the services as per the parameters laid down in the Tender Document and we are prepared for live demonstration of our capability and preparedness before the representatives of the SPSC office.

I/ We undertake that the Prices are in conformity with the specifications prescribed. The quote is inclusive of all costs likely to be incurred for executing this work.

I/ we undertake, in the event of acceptance of our bid, the services shall be provided as stipulated in the schedule to the Bid Document and that we shall perform all the incidental services.

If our Bid is accepted we shall submit the performance guarantee of bank in a sum of Rs.5.00,000 for the due performance of the Contract during the Contract period at the time of signing of Agreement in the Form prescribed by the Tendering Authority.

I/ We agree to abide by this Bid for the period of 180 days after the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a formal contract is prepared and executed, this Bid offers, together with your written acceptance thereof and your notification of award shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any offer you may receive.

We agree to the terms and conditions mentioned in the Tender Document.

Dated this ____ day of _____ Signature: _____

(In the Capacity of :) _____

Duly authorized to sign the tender offer for and on behalf of

Encl.: - (A) Envelope-1

- (1) Demand Draft for Tender Document Processing fee.
- (2) Demand Draft for EMD.
- (3) Index
- (4) Tender offer form duly filled in. (Annexure -1)
- (5) Bidders Authorization Certificate. (Annexure 2)
- (6) Self Declaration for unblemished record (Annexure – 3)
- (7) Details of Bidder (Annexure - 4)
- (8) Details of Manpower (Annexure-5)
- (9) Performance statement along with necessary Documents (Annexure - 6)
- (11) VAT Registration Certificate
- (12) VAT Clearance Certificate or VAT payment Challan from concerned Government Department as on 1st April, 2011.
- (13) Tender Document duly signed.
- (14) Copies of Certificate of incorporation of the firm (e.g. Registration as Partnership Firm, Proprietary concern, Company etc.)
- (15) Copy of the Factory Registration Certificate.
- (16) Copy of the PAN Card
- (17) Proof in support of having minimum of 5 years experience in development of software and providing IT related services to the Government / Public Sector Organizations/Undertaking/Corporations, Banks, Universities/State level Board as on 1st April, 2011. Work-orders along with Completion Certificates / Client's Testimonial given by concerned organisations or whom work is done should be submitted.
- (17) Proof in support of successfully execution of one assignment with order value of minimum **Rs.50.00 lacs** from single Public Sector Client within last 3 years as on 1st April, 2011. Work-orders along with Completion Certificates / Client's Testimonial given by concerned organisations or whom work is done should be submitted
- (18) Proof in support of Scanning and Processing of documents using Image Scanner for last 3 years or more in the field of Image based data processing . Client certificate needs to be provided by the Vendor. Work-orders along with Completion Certificates / Client's Testimonial given by concerned organisations or whom work is done should be submitted.
- (19) Proof in support of Scanning and Processing of documents using Image Scanner for successful execution of one assignment with order value of minimum 3,00,000 documents from single Public Sector Client as on 1st April, 2011 Work-orders along with Completion Certificates / Client's Testimonial given by concerned organisations or whom work is done should be submitted.
- (20) Proof in support of having have experience in Examination environment of customizing application and supplying solutions to minimum 3 Public Service commissions having, as on 1st April, 2011. Work-orders along with Completion Certificates / Client's Testimonial given by concerned organisations or whom work is done should be submitted.
- (21) Proof in support of ISO - 9001 Certification.

- (22) Proof in support of Original Equipment Manufacturer or a Subsidiary Company of a Manufacturer Company or an Authorised Supplier / Channel Partner of Manufacturer of the Scanners. Certificate / undertaking from respective OEM authorizing him as a fully empowered representative specific to this tender shall be submitted along with the bid.
- (23) Proof in support of Manufacturer or Direct Authorized dealer for ICR Software & Examination Software
- (24) Certificate from its C.A. stating that minimum average annual turnover for the last three years is of Rs.2.00 Crore each entirely derived from Software Development and IT related activities as on 1st April,2011
- (25) Copies of its audited financial statements for past three years (i.e. 2010-09, 2009-08, and 2008-07).
- (26) Proof in support of prominent client base in North east states
- (27) Technical proposal (Annexure – 7)
- (28) Problem Escalation Mechanism with name, designation and contact details at each level up to the level of CEO
- (29) Proposed Quality Plan.
- (30) Proposed Software Change Management Methodology.
- (31) Proposed Methodology to complete this project.
- (32) Details regarding miscellaneous / Add-on technical services

(B) Envelope-2

Price Schedule (Annexure-8)

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ANNEXURE-2

BIDDER'S AUTHORISATION CERTIFICATE

To,
The Secretary,
Sikkim Public Service Commission,
Old West Point School,
Below Police HQ,
Gangtok-737101,
Sikkim

< Bidder's Name>-----< Designation>-----

is hereby authorised to sign relevant documents on behalf of the Company in dealing with Tender of reference <Tender No. and Date > -----
----- . He is also authorised to attend meetings and submit Technical and Commercial information as may be required by you in the course
of processing above said tender.

Thanking you,

The specimen signature of the authorized person is as :-

Authorised Signatory

<Name>

Seal

This tender document is not transferable

.....

**ANNEXURE-3
SELF-DECLARATION**

Ref.....

Date: -

To,

The Secretary,

Sikkim Public Service Commission,

Ganagatok

In response to the tender No.....Dated..... as a owner/partner / Director of I / We hereby declare that our Agency is having unblemished past record and was not declared ineligible for corrupt and fraudulent practices either indefinitely or for a particular period of time.

2.1 / We M/s _____ (Name of the Company) are not blacklisted in any Department of Government of Sikkim

3. 1 / We further undertake that our partner M/s _____ (Name of Vendor) having office are also not blacklisted in any Department of Government of North East

4 I / We hereby declare that there are no pending cases against M/s _____

(Name & Address of Bidder) with Government of Sikkim or any other court of law

5 I / We hereby declare that Bidder's company or Director/Owner of the company have not been declared by any Court or Competent Authorities in solvent or involved in any fraudulent mean(Economical & Criminal) as on **1st April,2011**

Name of the Bidder: -

Signature: -

Seal of the Organization: -

.....

ANNEXURE-4**DETAILS OF BIDDER**

Please ensure that your response clearly answers all the questions. If you use additional schedules or documentation to support your response, make sure that they are clearly cross-referenced to the relevant question.

3. General Profile of the Company/Firm:-

(1) Name and Address of the Company / Firm With Telephone Nos., Fax, E-mail and Website	
(2) Date of Incorporation	
(3) Offices situated at different locations	
(4) Infrastructure facilities	
(5) Turn over for last three years (Audited Annual Accounts and Annual Reports of three accounting years to be submitted)	
(6) Executive Profile	
(7) Service Tax Registration Number	
(8) VAT Registration Number	
(9) PAN No.	
(10) Premises / space available in square feet	

2. Details of Manpower:-

2.1 Technical Personnel available:

2.2 Number of Operators:

2.3 Number of Supervisors:

2.4 Number of Managers:

3. Hardware

3.1 Number of Servers

3.2 Make and technical specifications of the servers

3.3 Maximum Capacity of Bandwidth

3.4 Names of the Bandwidth service providers

4. List of Clients (For a period of last Five years):

S.N.	Name and Address of the client with Tel. No.	Contact Person and Contact Number	Nature of Job	Total Value of the Contract (In Rs.)

(Separate pages may be taken to elaborate the projects undertaken).

5. Quality Certificate, if any:

S.N.	Name of the Certificate	Certified By	Year of getting Certification	Whether Certificate is valid as on date

6. Awards for products/Services, if any:

S.N.	Name of the Certificate	Certified By	Year of getting Certification	Field of Award (S/W development Consultancy etc.)

ANNEXURE- 5

DETAILS OF MANPOWER EXCLUSIVELY ASSOCIATED WITH THIS PROJECT

NAME OF THE FIRM: _____

- (1) **Name of the staff and Designation:-**
- (2) **Date of Birth:-**
- (3) **Professional Qualification :-**
- (4) **Service in the firm from :-**

Date: -----

Place: -----

Name of the Bidder: -

Signature: -

Seal of the Organisation

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ANNEXURE-6
PERFORMANCE STATEMENT

Bid No. Date of opening.....

Name of the Firm-----

Details of Past Contract similar to this Contract (for a period of last Five years)

Sr. No.	Name and Address of the client with Tel. No.	Contact Person and Contact Number	Nature of Job	Quantity	Total Value of the Contract (In Rs.)	Date of completion of contract		Penalty imposed by clients if any
						As per Contract	Actual	

(Separate pages may be taken to elaborate the projects undertaken).

Note: - Please enclose Work-orders along with Completion Certificates / Client's Testimonial given by concerned organisations or whom work is done.

Date: -----

Place: -----

Name of the Bidder: -

Signature: -

Seal of the Organisation: -

.....

Format for Technical Proposal

Envelope of the Technical Proposal latest copy should contain all information ad seriatim on following points:

- (1) Company's Profile
- (2) Company's exposure to North East Government Organizations and Departments
- (3) Company' exposure to Application developed using, Application Form / Admission Systems of Educational Institutions,
- (4) Proven track record of developing Applications with current technology platforms and use open source technologies
- (5) Proposed Solution - Proposed Architecture of the Software Application including front-end and back-end technology platforms and features.
- (6) Details of the proposed FMS Services.
- (7) The names of the organization and the offices to which similar supplies have been made, and a certificate to the effect, that the performance of the tenderer was satisfactory.
- (8) Bar Chart including the proposed time schedule for completion of the project.

(9) Effort Estimate

Sr. No.	Item	Person-Month Effort
1.	System Study and SRS Preparation of Entire Scope	
2.	System Design of Entire Scope	
3.	Software Development, Testing and Conversion Utilities (if any)	
4.	User Documentation	
5.	Implementation and Training	

Annexure – 8
PRICE SCHEDULE (PS)

Tender Reference:

Last date and time for submission of Tender :

The Secretary,
Sikkim Public Service Commission,
Gangtok

SUBJECT: TENDER DOCUMENT FOR PARTICIPATION IN THE TENDER PROCESS FOR EXAMINATION PROCESS MANAGEMENT SYSTEM

That we are sole owner/authorized agents/ of

.....
.....

That we / the undersigned agency is equipped with adequate hardware/software and other facilities required for providing services and our establishment is open for inspection by the representatives of SPSC

We hereby offer to provide Services at the prices and rates mentioned in the financial bid (as per financial template).

We do hereby undertake, that,

In the event of acceptance of our bid, the Services shall be provided as stipulated in the work order and the tender terms and conditions to the Bid and that we shall perform the entire incidental services.

The prices quoted are inclusive of all charges inclusive of traveling, hardware/software/ manpower etc. for providing the desired services.

We agree to abide by our offer a period of 180 days from the date fixed for opening of the tenders and what we shall remain bound by a communication within that time.

We have carefully read and understood the terms and conditions of the tender and the conditions of the contract applicable to the tender and we do hereby undertake to provide the services as per these terms and condition.

We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof, the tender document and placement of letter of intent awarding the contract, shall constitute a binding contract between us.

PRICE SCHEDULE

Sr No.	Particulars	Unit	Amount (Rs)
1	Supply of ICR/OMR Software as per Scope of Work	1	
2	Supply of high speed scanner as per scope of work	1	
3	Supply of high speed scanner as per scope of work	1	
3	System Design, Development, Customization, Testing, Installation, Implementation, Training of EPMS as per scope of work	1	
4	Supply of General Hardware with Site preparation	As per scope	
5	Comprehensive Annual maintenance charges.(After completion of warranty period	Per year	

Note:

- (1) All the costs should be quoted in Indian Rupees and should be fixed on lump-sum basis, no escalation of cost will be allowed under any circumstances.
- (2) The lowest Bidder shall be calculated on the basis of total cost as per the bill of quantity mentioned in the Financial Bid Document .
- (3) The Rate should be inclusive of all charges / taxes / levies etc
- (4) SPSC shall not pay separately any specific statutory taxes / service charges to any authority.
- (5) No hidden charges will be allowed, if any.

I/We, hereby, undertake that we shall not ask for any other charges other than the charges specified above. We also confirm that we will make our own arrangements at our own cost for traveling, boarding, lodging, communication etc. for successful implementation of the project at site.

Dated:

Company Seal

Signature:

Name of Agency:

Full Address: