



No .37 - P.S.C.W.B.

The 11th April, 2023

NOTICE INVITING QUOTATION (NIQ)

Sealed quotations are hereby invited for '1. Scanning, evaluation & result processing of answer sheets and Attendance sheets for an OMR based examination and 2. Generation of e-admit card and supply of OMR based attendance sheet for a Main Examination to be held in first week of May, 2023 ' from recognized, resourceful and reputed organizations (referred to as bidders). The closing date of submission of the bids/quotations is the **13.04.2023** up to **3.00 p.m.** The bids/quotations so submitted will be opened on the same day i.e. **13.04.2023 at 4:00 p.m.**

The intending bidders who are willing to comply with the following terms and conditions should quote rate:-

1. The rate of item of the above quotation shall remain valid for a period of 6 (six) months from the date of opening of the quotations.
2. Intending bidder has to submit bid/quotation with the photocopies of the latest and valid Trade license, PAN Card, valid 15 digit goods and services taxpayer identification number (GSTIN).
3. The authority reserves the right to reject any or all quotations without assigning any reason whatsoever. The authority also has the right to extend the period of submission of bid/quotation, by issuance of notice through office notice board/website, if the circumstances so warrants.
4. Intending bidders should submit bid/quotation during office hours of the above-mentioned time period at the earmarked drop box to be kept at the corridor of 8th floor in front of the chamber of the Accounts Officer, PSC.

1. Scope of the work:

The configuration details and present condition of the Biometric Attendance machines are mentioned below.

Sl. No.	Description	Approx. no. of candidates
01	1. OMR answer sheets scanning, Evaluation & Result Processing of the preliminary Exam. 2. Scanning of OMR based Attendance sheets (Candidate database will be provided by the office of the Commission) 3. Generation of combined & category-wise list of Candidates along with the marks obtained in the written test as per the format provided by the Commission. 4. Preparation of Merit list or Shortlist for the Main Examination to be held in the first week of May, 2023	1167
02	1. Design and online generation and hosting of e-admit cards for the Main examination 2. Design, supply and printing of OMR based attendance sheets for the main examinations to be conducted in 10 days (Candidate database will be supplied by the Commission)	300

2. Eligibility Criteria:

- i) Bidder should be a Registered Company/Partnership Firm/LLP. Registered for a minimum of 5 years before the date of publication of this quotation.
- ii) The bidder must have an ISO 9001:2015 and ISO 27001: 2013 or above certification.
- iii) The bidder must have experience of executing similar nature of work with at least 3 (three) Govt./PSU/ University/Commission/Recruitment Board in last 3 (three) years.
- iv) Past credential along with competitive Price will be the main criteria for selection of contractor.
- v) The bidder or any organization previously owned or directed by the owner/director of the bidder should have never been blacklisted by any Central/State Government organization/Public Sector Undertaking/Govt. aided organization for the tendered item and/or any other item. An undertaking in this regard should be submitted by the bidder, otherwise the bid shall be summarily rejected.
- vi) None of the partners/owner/Senior officials should be insolvent, in receivership, bankrupt or being wound up and their affairs are not being administered by the Court or a judicial officer, their business activities have not been suspended and subjected to any legal proceedings.
- vii) None of the partners/owner/Senior officials should have been convicted of any criminal offence related to professional conduct or of the making of false statement or misrepresentation as to their qualifications.

3. Submission of Bids:

A) Technical Proposal – Photocopies of the following documents will have to be submitted in an envelope to be sub-titled as “Technical”:

- a. PAN card
- b. GST Registration Copy
- c. Trade License
- d. Copy of CMMI and ISO certificates
- e. Credential of similar nature of works

B) Financial Proposal – Financial proposal should be submitted in an envelope to be sub-titled as “Finance”.

4. Period of Validity of Contract and Proposals:

The contract shall remain valid for a minimum period of 6 months. The price offers shall remain firm within the currency of contract and no escalation of price will be allowed. The authority reserves the right for seeking extension of validity of offered rates from the successful bidder. Acceptance of such request during actual offer is however optional to the bidder. The price validity will remain unaltered irrespective of any reason including foreign exchange rate variation.

Variation in statutory rate levied by Government will however be reflected for both reduction and escalation.

5. Selection Criterion/Award of work order:

The lowest quoted aggregate rate for the 2 (two) items will be considered for selection of L1 bidder.

6. Quotation Acceptance & Rejection:

The following considerations shall be taken into account while evaluating the bids –

- i. Whether the goods and services offered are as per the requisite quotation specifications in the document.
- ii. Whether the bidder has submitted all the information/documents as required to be submitted along with the Bid.
- iii. Bidders with variance/contradiction between Technical Bid and Financial Bid will be liable for rejection.
- iv. Bidders submitting incomplete information, subjective and conditional offers as well as partial offers will be liable for rejection.
- v. In addition to the above rejection criteria, if there is non-compliance of any of the other clauses of this Quotation Document, the quotation is liable for rejection.

7. Letter of Intent/Acceptance (LoI/LoA) :

- i. On completion of quotation formalities, Letter of Intent (LoI) / Letter of Acceptance (LoA) will be issued in favour of the Contractor (L1).
- ii. PSCWB reserves the right for placement of work order at any time during the validity period of the quotation and the contractor will be bound to execute the work as per accepted rate.

8. Work Order:

Work order will be issued subsequently as per requirement after completion of required formalities. The quotation accepted rate of the quotationed items will remain valid for 06 (six) months from the date of issuance of first work order.

09. Agreement:

The successful bidder to execute an agreement before the issuance of the Work Order failing which the Letter of Acceptance (LoA)/Work Order may liable to be cancelled.

10. Award of Work Order:

The Award of Work Order will be issued after execution of the Agreement.

11. Ground for Blacklisting:

a) At the stage of competitive bidding – on the ground of:

- i. Submitting false documents as far as the eligibility criteria are concerned,
- ii. Submission of bid which involves concealment/suppression of facts in the bids in order to influence the outcome of eligibility screening or any other stage of open bidding.
- iii. Unauthorized use of one's name or the name of any other firm for the purpose of bidding,
- iv. Withdrawal of a bid, or refusal to accept an award, or enter the contract with the PSCWB without justifiable cause, after the bidder had been adjudged as having submitted the lowest responsive bid,
- v. Refusal or failure to post the required performance security within the prescribed time, as indicated in the detailed quotation notice.
- vi. Refusal to clarify in writing its Bid during post qualification within the prescribed period as contained in the detailed quotation notice from receipt of the request for clarification.
- vii. Any documented unsolicited attempt to unduly influence the outcome of bidding in his favour,

- viii. All other acts that tend to defeat the purpose of competitive bidding which is contrary to financial rules of the Government e.g. habitual withdrawing from bidding except valid reasons, not complying with the requirements during bid evaluation.

b) At the stage of contract implementation – on the ground of:

- i. Failure on the part of the firm to supply items/services as per Supply Order/Work Order due solely to his fault or negligence within the prescribed period as mentioned in the detailed quotation notice.
- ii. Failure to fully and faithfully comply with the contractual obligations without valid cause or failure to comply with any written lawful instruction of the procuring entity or its representative(s) pursuant to the implementation of the contract.
- iii. Assignment and sub-contracting of the contract or any part thereof
- iv. Unsatisfactory progress in the delivery/execution of goods/items/work/service in case of procurement,
- v. Supply of inferior quality of goods/service/work, as per accepted specification/sample/specimen of item(s).
- vi. Any other reason, which the procuring entity deems it logical to include in the contract, duly agreed by the Contractor.
- vii. Failure of supply/execute within the stipulated period of time to be mentioned in the supply order/work order.
- viii. Insolvency, in receivership, bankrupt or being wound up and the affairs that are not being administered by the Court or a judicial officer, suspended business activities and any legal proceedings.
- ix. Any criminal offence of the owner/partner/managing director/Director/Senior officials related to professional conduct or of the making of false statement or misrepresentation as to their qualifications.

12. Disputes and Arbitrations:

In case of any dispute or differences, breach and violation relating to the terms of this agreement, the said dispute or difference shall be referred to the sole arbitration of the Chairman, Public Service Commission, West Bengal or any other person appointed by him. The award of the arbitrator shall be final and binding on both the parties.

In the event of such arbitrator to whom the matter is originally referred to vacates his office on resignation or otherwise or refuses to do works or neglecting his work or being unable to act as arbitrator for any reason whatsoever, the Chairman shall appoint another person to act as arbitrator in the place of outgoing arbitrator and the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by the predecessor. The contractor will have no objection in any such appointment that arbitrator so appointed is employee of PSCWB. The adjudication of such arbitrator shall be governed by the provision of the Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof or any rules made thereof.

The arbitration shall be held in Kolkata only.

13. Governing Laws:

This Bid Document and the contract shall be governed by and interpreted in accordance with Laws in force in India. The courts at Kolkata shall have exclusive jurisdiction in all matters arising under the contract.

14. Force Majeure Condition:

If the execution of the contract/supply of selected items is delayed beyond the period stipulated in the supply order as result of outbreak of hostilities, declaration of an embargo or blockade of road, fire, flood or any such act of nature, then commission may allow such additional time by extending the project execution timeframe as considered to be justified by the circumstances of the case and its decision will be final. If additional time is granted by the commission, the supply order shall be read and understood as if it had contained from its inception the execution date as extended.

15. Termination of contract:

- i. PSCWB may, without prejudice to any other remedy under this Contract and applicable law, reserves the right to terminate the contract by providing a written notice of 30 days and terminate the contract either in whole or in part.
- ii. If the contractor (Bidder) materially fails to render any or all the services within the time period(s) specified in the contract/work order or any extension thereof granted by PSCWB in writing and fails to remedy its failure within a period of thirty (30) days after receipt of the default notice form PSCWB.
- iii. If the contractor in the judgment of PSCWB has engaged in corrupt or fraudulent practices in competing or in executing the contract.

16. Withdrawal/ Cancellation Policy:

- i. The PSCWB reserves the right to reject or accept any offer or part thereof at any stage or to split any service(s) without assigning any reason. Withdrawal of offer or any revision after submission of offer by the Bidder will not be allowed.
- ii. The PSCWB reserves the right to cancel the whole bidding process without assigning any reason.

17. Penalty Clause:

- i. In case of deficient/sub-standard services, any such items determined by the appropriate authority will not be accepted and the payment for such items will not be made to the contractor.
- ii. Financial Penalties will be applied for deficiencies in services during the period of the quotation and its subsequent extensions for delay in the supply of services and/or quality of service.

18. Payment Terms:

- i. It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/NEFT mechanism. The payment will be made as per the following terms, on production of the requisite documents:
- ii. 100% payment on Completion of the job(s) awarded and on submission of job completion certificate by the user.
- iii. Separate payment will be made for Printing & Supply and For Scanning evaluation and preparation of merit list.
- iv. No advance payment(s) will be made.

19. Maintenance of confidentiality criteria for the contractor:

- i. The contractor shall enter into a Service Level Agreement with the PSCWB for maintaining confidentiality of all data and process connected with the subject examination.
- ii. The agencies will ensure security, confidentiality and professional integrity throughout the process. They will not disclose or rent or lend any information, data and records related to this

service to any third party, even at a later stage. The contractor shall not interact with Press/media at any stage regarding the recruitment process.

- iii. Any breach of the aforesaid conditions shall entitle PSCWB to cancel the contract and to purchase or authorize the purchase of services at the risk and cost of the contractor.

20. Some important points to note:

- i. Accuracy, security, confidentiality and professional integrity of the Agency is paramount.
- ii. The Agency should preserve all information for any future reference and for any query under the RTI Act, 2005.
- iii. The Agency should take full responsibility for the proficiency and integrity of the staff detailed for holding the exam.
- iv. The Agency shall not interact with media or any other third party on any matter related to the project.
- v. Any information, data and records related to the service shall not be disclosed or rented or lent to any third party.
- vi. All assigned work has to be completed within the prescribed/stipulated time frame as specified by PSCWB.
- vii. There should be zero failure in all the stated and implied activities on the part of the Agency.
- viii. The contractor to submit 'due diligence report' during the handover of result/merit list etc.
- ix. The bidder shall be construed to mean the prime bidder and all clauses as are applicable to a bidder shall also be applicable to the prime bidder.
- x. Other Terms and Conditions are as mentioned in quotation specification.

SD/-

Deputy Secretary

Financial Bid format:

Intending bidder shall have to submit bid/quotation as per following format: Submission of Financial bid/quotation by M/s In response to NIQ No..... dated

Sl. No.	Description	Quoted Base rate for the job	Applicable GST	Total
01	1. OMR answer sheets scanning, Evaluation & Result Processing of the preliminary Exam. 2. Scanning of OMR based Attendance sheets (Candidate database will be provided by the office of the Commission) 3. Generation of combined & category-wise list of Candidates along with the marks obtained in the written test as per the format provided by the Commission. 4. Preparation of Merit list or Shortlist for the Main Examination to be held in the first week of May, 2023			
02	1. Design and online generation and hosting of e-admit cards for the Main examination 2. Design, supply and printing of OMR based attendance sheets for the main examinations to be conducted in 10 days (Candidate database will be supplied by the Commission)			
Total				

Intending bidders may visit the office of the Commission on 13.04.2023 at 01:00 PM for queries.

SD/-

Deputy Secretary