



Government of India
Staff Selection Commission

Request for Proposal

for

Services of a Firm/Service Provider for translation of Multiple Choice Questions (MCQs) which form the basis of Commission's Computer Based Examinations (CBE)

Disclaimer

1. The information contained in this Request for Proposal document (RFP) or subsequently provided to the Bidders, whether verbally or in documentary or in any other form by or on behalf of the Staff Selection Commission or any of its employees or advisors, is provided to the Bidders on the terms and conditions set out in this RFP and all other terms and conditions subject to which such information is provided.
2. This RFP is not an Agreement and is neither an offer nor an invitation by the Staff Selection Commission to the Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals. The information contained in this RFP has been provided to the best of knowledge of Staff Selection Commission and in good faith. However, the information may not be complete and accurate in all respects and may not be exhaustive. Specifically, the information regarding business processes provided in this RFP is based on the interim decisions taken by the Government and is expected to undergo changes in future. This RFP includes statements which reflect various assumptions and assessments arrived at by the Staff Selection Commission in relation to the project. Information provided in this RFP is on a wide range of matters, some of which depends on the interpretation of law. The information is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.
3. While reasonable care has been taken in providing information in this RFP, the Bidders are advised not to rely on this information only but also carry out their independent due diligence and risk assessments before submitting their response to this RFP. Further, the Bidders are advised to conduct their own analysis of the information contained in this RFP, carry out their own investigations about the project, the regulatory regime which applies thereto and all matters pertaining to the Staff Selection Commission and to seek their own professional advice on the legal, financial and regulatory consequences of entering into an agreement or arrangement relating to this RFP.
4. The information contained in this RFP is subject to update, expansion, revision and amendment prior to the last day of submission of the bids at the sole discretion of

the Staff Selection Commission. In case any major revisions to this RFP are made by the Staff Selection Commission within seven days preceding the last date of submission of the Proposals, the Staff Selection Commission may, at its discretion, provide reasonable additional time to the Bidders to respond to this RFP. Neither the Staff Selection Commission nor any of its officers, employees nor any advisors nor contractors undertakes to provide any Bidder with access to any additional information or to update the information in this RFP.

5. The Staff Selection commission, its employees and advisors make no representation or warranty and shall have no liability of any nature to any person including any Bidder or Vendor under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP.
6. The Staff Selection Commission reserves the right to change/ modify/ amend any or all provisions of this RFP document. The amended RFP will be made available on the website of Staff Selection Commission.

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CRITICAL DATE SHEET

Date of Publishing	23.12.2022 (04:00 pm)
Earnest Money Deposit (EMD)	Rs.03 Lakh
Document Download Start Date	24.12.2022 (11:00 am)
Pre-Bid Conference Date, Time and Venue	05.01.2023 (11:00 am), Mini Conference Room, 4 th Floor, Block No. 12, CGO Complex, Lodhi Road, New Delhi-110003
Seek Clarification Start Date	06.01.2023 (11:00 am)
Seek Clarification End Date	07.01.2023 (06:00 pm)
Bid Submission Start Date	09.01.2023 (11:00 am)
Bid Submission Closing Date	14.01.2023 (06:00 pm)
Date & Time for Opening of Technical Bids	16.01.2023 (11:00 am)
Venue, Date and Time For Opening Of Financial Bid	Will be intimated to Technically Qualified Tenderer/ Bidders.
Addressee and address at which proposal in response to RFP notice is to be submitted	CPP Portal. Hard copy of submitted bid to be sent to: Under Secretary (G), Room No. 701, 7th Floor, Block No. 12, CGO Complex, Lodhi Road, New Delhi-110003. Email ID: meena.mukeshchand@nic.in

1. Invitation for Bid

Staff Selection Commission (SSC) invites responses (“Proposals”/ “Bids”) to this RFP from eligible Bidders for translation of multiple choice questions in different Indian regional languages mentioned under the Schedule-VIII of the constitution of India.

Interested Bidders are advised to study this RFP document carefully before submitting their proposals in response to this RFP Document. Submission of a bid in response to this RFP shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications. Any Bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

The time, date and venue details related to the pre-bid meeting and bid submission are mentioned in the Critical Date Sheet. Proposals must be received not later than time, date and venue mentioned in the RFP. Proposals that are received after the deadline will not be considered. L1 will be selected under QCBS procedure described in this RFP.

The Bidder shall submit the Proposal in the form and manner specified in this RFP. Online submission of proposals must reach SSC office as per the date and time mentioned in this document. It is the responsibility of the Bidder to submit the bid before the last date and time on the online portal, and SSC shall not be responsible for any delay due to any of the technical/server issues.

To obtain first-hand information on the assignment, Bidder is encouraged to attend the pre-bid meeting on the date and venue mentioned. Attending the pre-bid meeting is optional.

GCC as per Department of Expenditure, Ministry of Finance, Government of India’s ‘Model Tender Document for Procurement of Non Consultancy Services’ dated 31.10.2021 will be applicable.

Staff Selection Commission
Block No.12, CGO Complex,
Lodhi Road, New Delhi.

2. Acronyms & Definition(s)

SSC	Staff Selection Commission
DoP&T	Department of Personnel & Training
RFP	Request for Proposal
QCBS	Quality and Cost Based Selection
GST	Goods and Services Tax
BG	Bank Guarantee
ITB	Instructions to Bidders
LD	Liquidated Damages
LOA	Letter of Award
LOI	Letter of Intent
MSA	Master Service Agreement
NDA	Non-Disclosure Agreement
Bidder	Means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial judicial person not falling in any of the descriptions of bidders stated herein above, including any agency, branch or office controlled by such person, participating in the RFP process and offering the Services in accordance with the bid submitted by such organizations/entities pursuant to and in accordance with the terms and conditions of the RFP.
Bidder from a country which shares land border with India	Means: <ul style="list-style-type: none"> a. An entity incorporated, established or registered in such a country; or b. A subsidiary of an entity incorporated, established or registered in such a country; or c. An entity substantially controlled through entities

3. Data Sheet

Tender Reference	HQ-GS022/6/2022-General (Part-I)
Tender Inviting Authority	Staff Selection Commission
Job Requirement	As per scope of work.
Method of Selection	The method of selection is Quality and Cost-Based Selection.
Availability of RFP	<p>RFP is available on the Central Public Procurement Portal (URL: http://eprocure.gov.in).</p> <p>RFP is also published on Staff Selection Commission's portal(https://ssc.nic.in/)</p> <p>All updates, clarifications and corrigenda (if any) will be uploaded on any or both the above-mentioned websites.</p>
Date of issue of RFP	_____
Earnest Money Deposit(EMD)	<p>Rs.03 (Three) Lakhs essential.</p> <p>The Bidders shall also submit the original signed and stamped Integrity Pact as part of an envelope titled "Integrity Pact, Authorization Letter & EMD (Bid Securing Declaration)" before the last date of submission of bid, as per dates mentioned in the Data Sheet, failing which, the Bid submitted by the concerned Bidder will be liable to be rejected.</p>

4. Scope of Work:

The Commission intends to engage the services of a Firm/ Service Provider for translation of Multiple Choice Questions (MCQs) which form the basis of the Commission's Computer Based Examinations (CBE). In this connection, following criteria/ requirements have to be met by the bidders/ prospective Service Providers:

- (a) It may be noted that a question would include the statement and the four (04) choices/options given as answers.
- (b) In the normal course, the question would cover Numerical/ Mathematical Ability, Reasoning Ability & Problem Solving Ability and General Awareness.
- (c) Roughly the exam would be conducted in 50-75 shifts spread over several days/weeks.
- (d) This would entail translation of around 4500-4750 questions. This is only approximate. Bidder should factor in for any increase or decrease.
- (e) The Indian Regional Languages for which translation work is to be undertaken at present shall be (i) Assamese, (ii) Bengali, (iii) Gujarati, (iv) Kannada, (v) Konkani, (vi) Malayalam, (vii) Manipuri, (viii) Marathi, (ix) Odia, (x) Punjabi, (xi) Tamil, (xii) Telugu and (xiii) Urdu.
- (f) In addition to above, the prospective Service Provider may also indicate the per unit cost of translation in case translation work has to be done in all or for lesser number of Indian Regional Languages which are included in Schedule-VIII of Constitution of India.
- (g) The prospective Service Provider may note that the translation work can be in languages more than 13 (thirteen) or for lesser number of languages also depending on the Commission's requirement.
- (h) **The cost of translation shall be paid on unit basis i.e. per multiple choice question (which consist of the passage/question and the 04 options available) x rate charged for translation in each language for which translation work is undertaken by the prospective Service Provider.**
- (i) The payment shall be restricted to the translation work undertaken per unit (language).
- (j) The prospective Service Provider may note that the translation work would mandatorily

involve three stages for translation, wherein one panel shall translate the question from English version to a given Indian Regional Language, the second panel shall verify while translating the same vice-versa and validation shall be done by the third panel.

(k) The translation should be free of any errors. Any error shall entail imposition of financial penalties and the details of which shall be provided separately under the penalty clause in this RFP.

(l) The prospective Service Provider may note that the content is developed by the Commission's Service Provider in English/Hindi. The English version of the multiple choice questions shall form the base material for translation.

(m) The content shared for translation with the prospective Service Provider either by the Commission or its Service Provider shall at all times remain the property of the Commission. The translated content shall also form the property of the Commission.

(n) **The prospective Service Provider has to mandatorily ensure that the translation work is undertaken in a fully secure, confidential and sanitized environment. It shall be the prime responsibility of the Service Provider to ensure safe keeping and preserving the confidentiality of the original as well as the translated material at all times.**

(o) The translation work shall be undertaken and completed in consultation with the Commission's Service Provider. The modality of sharing the original/ translated contents is to be decided in consultation with the Commission's Service Provider.

(p) In normal course the content development starts about 2 to 3 months prior to the date of the exam and is a time-bound process. Therefore, the prospective bidder would need to ensure adherence to the prescribed time lines as decided by the Commission or its Service Provider.

(q) The Commission's Service Provider [providing services for conducting (CBE)] and the prospective Service Provider (providing translation services) would need to enter into a suitable and appropriate agreement which shall bind them both to maintaining the confidentiality of the examination content that is shared between them.

(r) A confidentiality agreement as per the satisfaction of the Commission would need to be submitted by the prospective Service Provider and the said Service Provider shall adhere to

it at all times including after the expiry of the term of the contract i.e. the prospective Service Provider shall not share the details of process or the material revealed to it during the course of its engagement with the Commission.

(s) The prospective Service Provider shall clearly state that the translators/reviewers being engaged shall not be below “Assistant Professor/ Lecturer” level.

(t) **The translators/reviewers may have to be moved to a secure place for the entire translation period so that the work shall be done in a Confidential and Secure atmosphere.**

5. Project Duration and Timelines

This Framework Agreement would be valid for 12 months from date of signing, extendable for further period of 12 months based on satisfactory performance and mutual agreement.

6. Instructions to Bidders

6.1 Eligibility

Bids can be submitted by any agency with expertise in translation work in multiple Indian languages (contained in the Schedule-VIII of the constitution of India). For details on eligibility, kindly refer to the Technical Bid Criteria.

6.2 Bid Preparation Cost

The Bidder shall bear all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation and submission of bid, in providing any additional information required by the Staff Selection Commission to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process. The Staff Selection Commission will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the entire Bidding Process.

6.3 Earnest Money Deposit (EMD)

a) The bidder shall furnish along with its bid, a Bid Securing in the form of Earnest Money Deposit (EMD) of Rs.03 Lacs, in cases where applicable (as provided in this clause)

- b) To safeguard against a bidder(s) withdrawing or altering its bid during the bid validity period, Bid Security (also known as EMD) is to be obtained from all bidders.
- c) EMD is not required from Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department or Startups as recognised by Department of Industrial Policy & Promotion (DIPP), in accordance with the Ministry of Finance office memorandum bearing No. No. F.20/2/2014-PPD (Pt.) dated July 25, 2017 (as amended from time to time).
- d) **Format of EMD:** The Bid Security may be accepted through NEFT/RTGS on or before the closing time as mentioned in this RFP. The Beneficiary Bank Details for furnishing the same are as follows:

Punjab National Bank

Current A/c. No. 0153002100565842

IFSC Code – PUNB0015300

- e) **Validity of EMD:** The EMD will be valid for eighteen months or till signing of contract, whichever is later. The EMD shall be extended from time to time as required by the Buyer and agreed by the Bidder. No interest shall be payable by the Buyer to the Bidder(s) on the EMD for the period of its currency. For unsuccessful bidders EMD will be returned on declaration of successful bidder(s).
- f) **Instances of Forfeiture of EMD:**
 - 6.3.f.1 If the Bidder withdraws or amends, impairs or derogates from the Bid in any respect within the period of validity of this tender.
 - 6.3.f.2 If the Bidder having been notified of the acceptance of his tender by the Buyer during the period of its validity.
 - 6.3.f.2.1 If the Bidder fails to furnish the Performance Security for the due performance of the contract.
 - 6.3.f.2.2 Fails or refuses to accept/ execute the contract.

6.3.f.3 In case of violation of Pre-Contract Integrity Pact, EMD will be forfeited besides other legal penalties as may be decided by the Staff Selection Commission.

6.4 Integrity Pact

The Bidder is required to enter into an Integrity Pact with the Staff Selection Commission. For this, the Bidder shall submit the original signed and stamped Integrity Pact as part of an envelope titled “Integrity Pact, Authorization Letter & EMD (Bid Securing Declaration)” as per dates mentioned in the Data Sheet above, failing which, the Bid submitted by the concerned Bidder will be liable to be rejected. The format for the Integrity Pact is provided in Annexure- 2 of this RFP.

6.5 Pre-Bid Meeting and Clarifications

Pre-Bid Meeting

- a) Staff Selection Commission shall hold a pre-bid meeting with the prospective bidders as mentioned in “Data Sheet”.
- b) The Bidders will have to ensure that their queries for Pre-Bid meeting should reach the officer(s) mentioned in this document by email in Excel format as given in the Data Sheet.
- c) The queries should necessarily be submitted as per format in Annexure –1.
- d) Staff Selection Commission shall not be responsible for ensuring that the bidders’ queries have been received by them. Any requests for clarifications after the indicated date and time may not be entertained by Staff Selection Commission.

Responses to Pre-Bid Queries and Issue of Corrigendum

- a) Staff Selection Commission will endeavor to provide timely response to all queries. However, Staff Selection Commission makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does Staff Selection Commission undertake to answer all the queries that have been posed by the bidders.
- b) At any time prior to the last date for receipt of bids, Staff Selection Commission may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.

- c) The Corrigendum (if any) & clarifications to the queries from all bidders will be posted as per the details given in Critical Date Sheet.
- d) Any such corrigendum shall be deemed to be part of this RFP.
- e) In order to provide prospective Bidders reasonable time for taking the corrigendum into account, Staff Selection Commission may, at its discretion, extend the last date for the receipt of Proposals, if required.

6.6 Submission of proposals

- a) A two bid system will be followed for this RFP with a Quality and Cost-Based Selection criterion. The two bids are as follows:
 - i. Technical Bid
 - ii. Commercial Bid.

Note: For submission dates, kindly refer to Critical Date Sheet in the RFP.

- b) This RFP process will be administered through the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>). The Bidders are required to submit soft copies of their proposals electronically on the CPP Portal, using valid Digital Signature Certificates of officer duly authorized to submit the bid. More information for submitting the Bids online on the CPP Portal may be obtained at <https://eprocure.gov.in/eprocure/app>
- c) All the pages of the Bid must be legible, sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in rejection of the Bid. Failure to submit the Bid on time could cause a bid to be rejected. The Staff Selection Commission will not accept delivery of the Bid by fax/e-mail or any other electronic/non-electronic means other than uploading on the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>).

6.7 Bid Format

Bidder shall submit their bids in the format mentioned in the following sub-sections. **Bids not submitted in the prescribed formats will be liable for rejection.** If a format for specific document is not provided for in this RFP, the document shall be submitted in a format that makes it legally valid / binding on the Bidder and that is acceptable to the Staff

Selection Commission. In any event, the Staff Selection Commission shall have the right to seek clarifications, modifications etc. on the document submitted by the Bidder and the Bidder shall be obliged to provide such clarifications and modifications within the timelines specified by the Staff Selection Commission.

6.7.1 Technical Bid Format

Section No.	Section Heading	Details
Section 1	Integrity Pact	Scanned Copy of the Integrity Pact. Details in Annexure 2
Section 2	EMD	NEFT/ RTGS.
Section 3	Authorization Letter	Scanned copy of Authorization Letter/ Power of Attorney duly executed by Bidder in favor of Authorized Signatory signing the bid or a Board Resolution authorizing the Authorized Signatory to sign the bid.
Section 4	Certificate under Rule 144(xi) in General Financial Rules (GFR), 2017	Certificate under Rule 144 (xi) in General Financial Rules (GFRs), 2017 as per Annexure-7.
Section 5	Profile of the Bidding Firms	As per format provided in Annexure-3.
Section 6	Power of Attorney / Copy of Board Resolution	Power of Attorney duly executed by Bidder in favor of Authorized Signatory signing the bid or a Board Resolution authorizing the Authorized Signatory to sign the bid.

Section 7	About Bidder	Details of the Bidder
Section 8	Pre-Qualification	As per format provided
Section 9	Technical Evaluation Criteria	Response to be in line with the requirements of Technical Evaluation Criteria. Citations need to be provided in the format as in Annexure 5.

6.7.2 Commercial Bid Format

Section No.	Section Heading	Details
Section 1	Commercial Bid	As per BoQ.

The rate invited would be inclusive of all services related to translation in required Indian languages. Bidders are advised to quote rates without the GST/ taxes. GST/ taxes will be paid by the Commission as applicable at the time of placement of work order.

6.8 Language

The bid and all related correspondence and documents in relation to the bidding process shall be in English language only.

6.9 Bids other than CPP Portal

Bids other than on CPP portal shall not be entertained by Staff Selection Commission.

6.10 Staff Selection Commissions' Right to terminate the Process

The Staff Selection Commission may terminate the RFP process at any time and without assigning any reason thereof. The Staff Selection Commission makes no commitments, express or implied,

that this process will result in a business transaction with anyone. The Staff Selection Commission will not be liable in any way to any person in case of termination of this Bid process except that if the EMD (Bid Securing Declaration) has been received from the Bidder prior to such termination, the EMD (Bid Securing Declaration) will be returned as promptly as possible to the respective Bidders, if required.

6.11 Acceptance of Terms & Conditions

By responding to this RFP, bidders submit and confirm their acceptance to the Terms and Conditions of this RFP.

6.12 Disqualification

The bid is liable to be disqualified in the following cases or in case bidder fails to meet the bidding requirements as indicated in this RFP:

- Bid not submitted in accordance with the procedure and formats prescribed in this document or treated as non-conforming bid.
- The bidder's bid is conditional and has deviations from the terms and conditions of RFP.
- Bid is received in incomplete form.
- Bid is received after due date and time.
- Bid is not accompanied by all the requisite documents.
- Information submitted in technical bid is found to be misrepresented, incorrect or false, accidentally, unwillingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period, if any.
- Bidder tries to influence the bid evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process.
- Failure of the successful bidder to agree with Terms & Conditions of the RFP.

6.13 Contacting Staff Selection Commission

From the time of submission of RFP to the time of awarding the contract, if a Bidder needs to contact Staff Selection Commission for any reason relating to this RFP enquiry and/or its bid, it should do

so only over e-mail as specified in the critical date sheet.

In case a Bidder attempts to influence Staff Selection Commission in its decision on scrutiny, comparison & evaluation of proposals and awarding the contract, the RFP of the Bidder shall be liable for rejection in addition to appropriate administrative actions being taken against that Bidder, as deemed fit by Staff Selection Commission.

6.14 Authentication of Bids

The Bid should be accompanied by a power-of-attorney in the name of the signatory of the Bid.

6.15 Deviations

The bidder shall not provide for any deviations in the bid. If Staff Selection Commission is of the opinion that the bid contains any deviation, then Staff Selection Commission reserves the right to seek withdrawal of any such deviation before considering the technical and commercial bid.

6.16 Award of Contract

The contract shall be awarded to the successful Bidder determined on the basis of Quality and Cost Based Selection. The contract shall be awarded to the successful Bidder determined on the basis of Quality and Cost Based Selection. Selection of the Bidder will be based on ratio of 70:30 (Technical Evaluation marks-70% and Commercial Bid-30%). After signing of the Contract/Agreement, no variation in or modification of the terms of the contract shall be made except by mutual written amendment signed by both the parties.

6.17 Contract Period

The terms of contract/agreement shall be initially for a period of one (1) year, which can be extended for further one (01) year on mutual consent. However, the terms & conditions of the contract/agreement shall be applicable from the date of Letter of Award (LOA) and the Agency must sign the Contract within 21 days after issue of LOA.

The Bidder shall be relieved from its contractual obligation only when all the works and responsibilities are completely discharged by the Agency in accordance with the terms & conditions of the RFP/Contract.

6.18 Signing of Contract

The successful bidders will be required to execute an agreement on non-judicial stamp paper of appropriate value with Staff Selection Commission within 21 days of the date of the award letter (LOA). Format of Contract/agreement is enclosed as Volume 2 of RFP.

In case the successful bidder fails to enter into the agreement with Staff Selection Commission within 21 days, the bidder shall stand disqualified from bidding for any contract with Staff Selection Commission for a period of one year from the date of notification.

6.19 Performance Bank Guarantee (PBG)

The successful Bidder shall at his own expense submit to Staff Selection Commission an unconditional, irrevocable and continuing Performance Bank Guarantee (PBG) from a nationalized bank, in the format prescribed in Annexure-6, payable on demand, for the due performance and fulfilment of the contract by the bidder.

This Performance Bank Guarantee will be for an amount equivalent to 10% of total contract value as further detailed in the RFP. Except as otherwise provided in the RFP, no interest shall be payable on the PBG. In case the project is delayed beyond the project schedule as mentioned in the RFP, the performance bank guarantee shall be accordingly extended by the Bidder till completion of scope of work as mentioned in RFP and six months thereafter.

For the successful bidder the Performance Bank Guarantee shall be retained by Staff Selection Commission until the completion of the assignment by the Contractor and be released 180 (one hundred and eighty) days after the completion of the assignment.

6.20 Certificate under Rule 144(xi) in General Financial Rules (GFRs), 2017.

The bid should be accompanied by a certificate for compliance with Rule 144 (xi) in General Financial Rules (GFRs), 2017 as per certificate provided in Annexure-7.

7 Selection Process for Bidder

7.1 Opening of Bids

The Proposals will be opened by the Staff Selection commission in the presence of Bidders or their representatives who may be present at the time of opening. The representatives of the bidders should be advised to carry the identity card or a letter of authority from the

bidder firms for attending the opening of the bid.

There will be two bid-opening events:

- a) Stage 1 Opening: Technical bid
- b) Stage 2 Opening: Commercial bid

The Commercial Bids of only those bidders will be opened who qualify in the Technical Bid.

7.2 Clarification on Bids

During the bid evaluation, Staff Selection Commission may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted.

7.3 Evaluation Process

Staff Selection Commission shall evaluate the responses to this RFP and scrutinize the supporting documents / documentary evidence. Inability to submit the requisite supporting documents / documentary evidence, may lead to rejection. The decision of the Staff Selection commission in the evaluation of proposals shall be final. No correspondence will be entertained outside the process of evaluation with the Staff Selection Commission. Staff Selection Commission may ask for meetings with the Bidders to seek clarifications or conformations on their proposals. During the Bid Evaluation, Staff Selection Commission reserves the right to reject any or all the Proposals. Each of the responses/ Proposals shall be evaluated as per the criteria and requirements specified in this RFP.

The steps for evaluation are as follows:

7.3.1 Stage 1: Minimum qualification (eligibility) criteria

As part of the evaluation, the Pre-Qualification Proposals submitted should fulfil the Minimum Qualification Criteria. In case an Applicant does not fulfil the Minimum Qualification Criteria, the Proposal of such an Applicant will not be evaluated further.

7.3.2 Stage 2: Technical Evaluation

The bidders' technical bid document as uploaded under the technical envelope at CPP portal will be evaluated as per the requirements specified in the RFP.

7.3.3 Stage 3: Commercial Evaluation

- a) The commercial bids for the technically qualified bidders will then be opened on the notified date and time and reviewed to determine whether the commercial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at Staff Selection Commission's discretion.
- b) The bid price will exclude all taxes and levies and shall be in Indian Rupees. Taxes will be paid/reimbursed as per the prevailing rates at the time of placement of work order.
- c) Any conditional bid would be rejected.
- d) Bidders will have to quote their rates as per the BoQ format available under the RFP on CPP portal.

7.3.4 Selection of successful bidder through Quality and cost-Based Selection (QCBS).

- a) Selection of the Bidder will be based on ratio of 70:30 (Technical Evaluation marks- 70% and Commercial Bid -30%)

Final Score = (0.70*Normalized Technical Score) + (0.30*Normalized Commercial Score)
- b) The bidder with the highest Final Score shall be treated as the Successful bidder.

In the event the Final scores are 'tied', the bidder securing the highest technical score will be adjudicated as the Best Value Bidder for award of the Group.

8 Minimum qualification (eligibility) criteria

As part of the evaluation, the Pre-Qualification Proposals submitted should fulfil the Minimum Qualification Criteria. In case an Applicant does not fulfil the Minimum Qualification Criteria, the Proposal of such an Applicant will not be evaluated further.

S. No.	Topic	Eligibility Criteria	Supporting Document
1.	Registration	<p>Bidder should be a registered firm/company/ partnership in India.</p> <p>Relevant documentary proof should be submitted</p>	<p>i. Certificate of Incorporation/ Registration Certificate/ Partnership deed/ Udyog Aadhar certificate</p> <p>ii. Certificate of compliance under company letterhead</p> <p>Note: A Bidder is required to Bid on its own and no Joint Ventures or Consortiums are permitted.</p>
2.	Blacklisting	<p>The agency should not have been blacklisted / debarred by any Central /State Government / Public Sector Undertaking in India or not involved in any major litigation that may have impact or compromise the delivery of services required.</p>	<p>i. Self-Certification.</p>
3.	Annual sales turnover	<p>The Bidding firm must have a positive Net Worth.</p> <p>Turnover shall be at least 01 crore from translation work, cumulatively in last 05 FY (i.e. 2017-18, 2018-19, 2019-20, 2020-21 & 2021-22).</p>	<p>i. Certificate from Auditors/ CA firm/Audited</p> <p>ii. Financial Statements (Profit & Loss Statement and Balance Sheet)for last 5 financial years</p> <p>Note: Only turnover from translation work is considered.</p>

4.	Translation experience	<p>The Bidder should have directly provided translation service to Indian Public Sector Organizations/ Ministries/ Departments/ Enterprises/ Government Undertakings.</p> <p>In the last three years the Single Entity should have undertaken translation work in any of/ at least 06 regional languages among those under consideration.</p> <p>(i) 1 work order of 50% of total value (i.e. 2 cr) OR</p> <p>(ii) 2 work order of 40% of total value (i.e. 1.6 cr) OR</p> <p>(iii) 3 work order of 30% of total value (i.e. 1.2 cr)</p>	<p>i. Work order / Completion certificate for the works carried out clearly specifying the work undertaken</p> <p>Note:</p> <ul style="list-style-type: none"> Start date <u>inside last 3 years</u> from issue date of this RFP <p>For ongoing project, client's certification of satisfactory conduct of business would be necessary.</p>
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9 Technical Criteria

The Bidder's technical bid will be evaluated as per the following criteria:

S. No.	Criterion	Technical Evaluation Criteria	Document Required	Marks to be Assigned
1A	Experience in Translation Work in Indian	Should have experience of translation of question banks with minimum 1000 questions in atleast 06 Indian regional languages out of the	Work order & completion certificate,	<p>12 marks for translation of 1000-2000 questions.</p> <p>16 marks for translation</p>

	Regional Languages	13 mentioned under the scope of work. Note: Hindi and English languages not to be included above.	Or Client Satisfactory certificate.	of 2000-4000 questions. 20 marks for translation of more than 4000 questions.
1B	Specific experience of the Agency relevant to the scope of the RFP.	Agency must be in the business of translation of multiple choice questions for the examinations for recruitment or academic purpose, from English to other languages mentioned under the scope of work and vice-versa. Note: Hindi and English languages not to be included above.	Work order & completion certificate, Or Client Satisfactory certificate.	For having experience with Central/ State Govt./ Public Authority: <ul style="list-style-type: none"> • In 13 or more languages – 20 marks • In 09 to 12 languages – 15 marks • In 06 to 09 languages – 10 marks For having experience with Other Entity: <ul style="list-style-type: none"> • In 13 or more languages – 16 marks • In 09 to 12 languages – 11 marks • In 06 to 09 languages – 06 marks
2.	Quality and adequacy of the proposed team	Servicer Provider must ensure engagement of atleast 03 translators (i.e. resource personnel in each language). Quality and adequacy of each of the following proposed teams as per	Undertaking declaring the correctness of the facts	10 (05+05) max. marks. <ul style="list-style-type: none"> • 05 marks for the resources

		<p>resources to be proposed for following:</p> <ol style="list-style-type: none"> a. Translation team b. Validation team c. Quality check team <p>Resource persons</p> <ol style="list-style-type: none"> i. Lecturer/ Professor/ Assistant Professor/ Grade-A Officers from Central/ State Govt. institute or Autonomous institutes under Govt., in relevant languages and English. ii. Any change in the kind of the resource persons shall be brought to SSC immediate attention for concurrence. iii. Details of experience and qualification of the personnel engaged for translation work, shall be provided to the Commission. iv. Redundancy/ Back-up plan needs to be attached to prove the capability. <p>Note: Experience of each personnel involved in translation team shall be minimum of 05 years, in validation team shall be minimum of 08 years and in quality check team shall be minimum of 10 years, in relevant language and English.</p>	<p>reported & Copy of MoU with knowledge partners/ redundancy or backup plan.</p>	<p>engaged.</p> <ul style="list-style-type: none"> • 01 mark each for every language if the translation team consists of more than 03 translators.
3	Presentation	<p>The Bidder's presentation would be evaluated on following criteria:</p> <ol style="list-style-type: none"> i. Understanding of the project scope and requirements – 25% weightage ii. Capability and Commitment level towards the project including the timelines - 25% weightage 	NA	10 marks (max.)

		<p>iii. Overall solution proposed covering a case study / Proof of concept, presentation / demonstration – Here the bidder is expected to showcase near to documentation of the work being carried out by them earlier etc. – 25% weightage</p> <p>iv. Quality Assessment / Quality Checks and adherence to the international standards – 25% weightage</p>		
4.	Actual Work Output	<p>Note:</p> <ul style="list-style-type: none"> • The Bidder shall translate 10 questions in given time (30min. approx.) to any one regional language of SSC choice (this would be intimated earlier). • The Evaluation shall be based on the output quality. • It shall be expected for the Bidder to mention the processes and details on how translation is carried. <p>The translation work would be carried out in presence of SSC team.</p>	NA	40 marks for translation work with minimum 99% accuracy. Otherwise, no marks will be awarded in the criteria.
Total				100 marks

Minimum qualifying marks in Technical Bid are 70.

Only Bidders scoring more than the minimum qualifying marks will be deemed eligible for consideration in Commercial Bid.

Selection of the Bidder will be based on ratio of 70:30 (Technical Evaluation marks-70% and Commercial Bid -30%)

(a) For all Citations, ongoing projects will be considered for evaluation if the completed component of the project meets the project value requirements. Bidders, in such cases will have to furnish - Copy of Contract/ Work Order and Certificate from the Client / Authorized

Signatory clearly mentioning the completed component of the project and the value of the completed component.

1. Composite Bid Evaluation Methodology

Evaluation of Bids shall be done under combined quality-cum-cost based system (QCBS). Under this system, the Technical Bid evaluation, i.e. Part-I, shall be allotted weightage of "70%" while the Price Bid evaluation shall be allotted the weightage of 30%. The bidder scoring the highest combined score will be declared H-1. The detailed methodology is described below.

The evaluation committee ("Evaluation Committee") appointed by Staff Selection Commission will carry out the technical evaluation of proposals based on the following evaluation criteria and points system. Evaluators of Technical Proposals shall have no access to the financial Proposals until technical evaluation is concluded. Each evaluated proposal will be given a technical score.

The minimum criteria for technical qualification would be as follows

- Minimum qualifying technical marks to be obtained: 70 marks out of 100 marks as detailed above (pre-normalized)
- Financial bid shall be opened for technically qualified bidders who score 70 marks and above (pre-normalized).

Normalization of technical bid scores

The bidder with highest technical marks would be taken as the base / reference for arriving at Technical Score for each technically qualified bidder. The Technical Score for the bidder with highest Technical Marks (out of 100) would be taken as 70 and the Technical Score for other technically qualified bidders will be scaled proportionally. The following example illustrates the proposed methodology for arriving at Technical Score of the Bidders:

Proposal (Assumed)	Technical Marks	Technical Score
A	96/100	$70 \times 96/96 = 70.00$

B	90/100	$70 \times 90 / 96 = 65.63$
C	70/100	$70 \times 70 / 96 = 58.33$

10 Commercial Bid

The Price Bid shall be opened for technically qualified bidders only. The following methodology shall be adopted for evaluation of quoted price of Bidders who qualify in the technical bid evaluation.

1. Normalization of financial bid scores

The minimum quoted price among the technically qualified bids will be taken as base/reference rate for arriving at the evaluated marks for each qualified bidder. The evaluated marks for the lowest priced Bidder in Price Bid shall be 30. The following example illustrates the proposed methodology for arriving at the Financial Score of the Bidders:

Proposal	Quoted rate (assumed)	Financial Score
A	INR 12 Cr	$30 \times 08 / 12 = 20$
B	INR 10 Cr	$30 \times 08 / 10 = 24$
C	INR 08 Cr	$30 \times 08 / 08 = 30$

2. Final Score

The sum of the normalized Technical Score and the normalized Financial Score as detailed above shall be the Total score for the bidders. The bidder with the highest Total Score shall be declared HI.

3. Award of Contract

H1 would be calculated based on **Technical Score** and **Financial Score** and will be awarded the project.

The decision of Staff Selection Commission is final and reserves right to cancel the tender at any stage without assigning any reasons thereof.

Note: The commercial bids strictly as per the BoQ will be taken into the consideration. Further, all payments shall be subjected to deduction of taxes at source as per Applicable Laws.

11 Payment Terms

S. No.	Deliverable	% of Contract Value
1	On submission of verified translated work as per the requirement to the Commission or the main service provider engaged by the Commission for conduct of CBE.	50%
2	After successful completion of the examination for which the translation work had been assigned, subject to the assessment/ evaluation of the translated work and its being free from any error. In the eventuality of translation errors being found, the penalty clause shall be invoked and the payment shall be regulated accordingly.	50%

12 Force Majeure

On the occurrence of any unforeseen event, beyond the control of either Party, directly interfering with the delivery of Services arising during the currency of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the affected Party shall, within a week from the commencement thereof, notify the same in writing to the other Party

with reasonable evidence thereof. Unless otherwise directed by the Procuring Entity in writing, the contractor shall continue to perform its obligations under the contract as far as reasonably practicable and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the force majeure condition(s) mentioned above be in force for 90 days or more at any time, either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this Contract before such termination.

Notwithstanding the remedial provisions contained in GCC-clause 10.5 and 13, none of the Party shall seek any such remedies or damages for the delay and/ or failure of the other Party in fulfilling its obligations under the contract if it is the result of an event of Force Majeure.

13 Terms of Business

Staff Selection Commission will award the contract to the successful bidder for implementation. The award of the contract will be done to the highest scorer of the evaluation done as mentioned above. The successful bidder has to sign a contract for implementation of the project and has to commence the project within 15 working days from the date of issue of the order.

13.1 Responsibilities

Staff Selection Commission will engage Contractor with effect from their acceptance of contract to provide with the services described in the contract, together with such other services as may be reasonably requested from Contractor from time to time. Contractor agrees to perform the services in a timely manner, and to exercise all reasonable skill and care in their performance of them.

Contractor shall provide Staff Selection Commission promptly with any information, data or documents that may reasonably be required in order to comply with obligations under the contract. Contractor shall undergo / undertake specific trainings in the format and to the extent as may be stipulated by Staff Selection Commission, including web-based modular trainings. Such training should be started before or immediately after

commencement of the services and should be finished within 2 weeks thereafter or as prescribed under any specific training format, whichever is later.

13.2 Fees and expenses

Staff Selection Commission will pay the Contractor in respect of their professional fees and expenses as per the scope of work agreed with the Contractor in the applicable contract. Unless otherwise agreed between us, Contractor will invoice based on the billing milestones defined in the Payment Schedule. Each invoice the Contractor submits will include a description of the work the Contractor would have performed during the period to which it relates.

13.3 Termination

Staff Selection Commission may terminate the contract immediately upon written notice to Contractor if:

- i. Contractor is unable to perform the services or have materially or repeatedly breached any of the terms of the agreement
- ii. Contractor performs the services in a manner which is unsatisfactory to Staff Selection Commission. Contractor become bankrupt (or, in the case of a partnership, any of their partners becomes bankrupt), are adjudicated insolvent, have a liquidator or an administrative or other receiver appointed to manage their affairs or have an order made against Contractor that Contractor be wound up or cease to carry on all or substantially all of their business.
- iii. Staff Selection Commission reasonably determine that such termination is required in accordance with applicable law, regulations or professional obligations (including as a result of circumstances that threaten our professional independence or create a potential conflict of interest); or the Contract is terminated.
- iv. Such termination shall be without prejudice to any rights we might have which accrued prior to termination.

13.4 Intellectual Property Rights

Staff Selection Commission will own all rights, title and interest in and to all data, reports,

frameworks, specifications, designs, models, analyses, inventions, programs and other property or materials (collectively, the "Works") that Contractor or, if an entity, employees, officers, managers, directors or agents (collectively, "Personnel") develop in connection with the provision of the services including all copyright interests and intellectual property rights in the design and development of the e- learning materials. Contractor shall perform all such acts as may be reasonably necessary for the purpose of perfecting the assignment to us of all copyright and other intellectual property rights in the Works. Contractor hereby waive all moral rights in all jurisdictions.

Contractor acknowledges that during the performance of their services, they may gain access to certain methodologies, frameworks, know-how, products, processes, ideas, interpretations, models, documentation, manuals, software, discs, reports, research, working notes, papers, data, specifications, designs, analyses, inventions and/or similar items ("Materials") which are proprietary to Staff Selection Commission or other third parties. Contractor agrees that this contract shall not operate to transfer any intellectual property rights or copyright interests in such Materials to them, and Staff Selection Commission (or their Staff Selection Commission and other third parties, as the case may be) shall continue to retain all intellectual property rights and copyright interests in such Materials.

Contractor shall not copy, reproduce, translate, adapt, vary, modify, disassemble, decompile or reverse engineer or otherwise deal with or cause to reduce the value of the Materials except as expressly authorized by us in writing.

13.5 Confidentiality

In the course of providing the Services Contractor will be privy to information of a confidential nature relating to Staff Selection Commission & its working and the Contractor may in the process learn/ acquire confidential information/ details of Staff Selection Commission's business, systems of work and other sensitive details regarding the conduct of recruitment examination. Contractor shall agree that they will use such Confidential Information only in compliance with their obligations under the concerned contract, that Contractor will not disclose such information to any third party except to the extent required by law and that Contractor will, in relation to confidential information which comes into their possession during the performance of the subcontract, comply with the confidentiality obligations placed upon us by the contract as if Contractor were a party to

the contract in Staff Selection Commission's place. These restrictions do not apply to information which has entered the public domain or which has been disclosed to Contractor by a third party who is not subject to any restriction on disclosure.

13.6 Data Protection

To the extent Contractor collect, use, store or otherwise process (collectively, "Process") Confidential Information that can be linked to specific individuals ("Personal Data") in connection with the performance of their Services under a contract, Contractor shall process such personal data in accordance with applicable law, rules and regulations including (without limitation) the Information Technology Act, 2000 (the "Act"), and the Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011 (the "Rules").

Without prejudice to the generality of the preceding clause, Contractor represents that Contractor shall implement and maintain reasonable security practices and procedures (including, without limitation, managerial, technical, operational and physical security control measures) designed to protect such Personal Data against unauthorized access, damage, use, modification, disclosure or impairment, as required by the Rules ("Data Protection Procedures"). Contractor shall not further disclose or transfer Personal Data to any other person or entity, except as required by applicable law or court order.

Contractor shall not retain Personal Data for longer than is reasonably required for the performance of their Services.

13.7 Governing Law and Jurisdiction

This RFP shall be governed by and construed in accordance with the laws of India. Any dispute arising out of the subsequent contract, any contract hereunder services shall be subject to the exclusive jurisdiction of the Indian courts at New Delhi.

13.8 Deliverables

All deliverables and source files will be shared with Staff Selection Commission after the modules have been signed-off. The Intellectual Property Rights for all the work products will rest with Staff Selection Commission.

14 Penalty Clause:

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

S. No.	Service Level	Criticality	Penalty
1.	If exam questions /answer keys get leaked before the examination	Critical	PBG shall be forfeited. Service provider shall be blacklisted by the Commission and termination of the contract. May involve either or all of the mentioned above.
2.	Delay in submission of translation work from the assigned last date:	Critical	<p>For 01 day – 2% of total work order value.</p> <p>For 02nd day and 03rd day – 5% of total work order value.</p> <p>For 04th day and 05th day – 10% of total work order value.</p> <p>Note: It won't be possible for the Commission to conduct examination for concerned shift, in case of delay of more than 05 days. Hence, penalty as mentioned at S. No. 1 will be imposed in case of delay of more than 05 days.</p>
3.	Error in translated question items (in % to the translated question items per shift).	Critical	<p>Up to 2% Error – Rs.10000+(No. of Error per shift * 600).</p> <p>2%<=3% Error – Rs.15000+(No. of Error per shift * 600).</p> <p>3%< Error – Rs.25000+(No. of Error per shift * 600).</p>

S. No.	Service Level	Criticality	Penalty
4.	In case of termination/ cancellation of contract due to the doings of service provider.		PBG shall be forfeited and the service provider shall be blacklisted by the Commission. May involve either or both, as mentioned above.

Note: If examination for any shift is required to be re-conducted due to any reason/ lapse on the part of service provider, the cost of re-conducting of examination for the entire shift and the cost of translation for re-examination will be borne by the service provider (in addition to the penalties applicable).

15. Terms of Payment

- Payment shall be made on each work order separately.
- Payment shall be made only after satisfactory completion of the given work order and due certification to the effect by the SSC.
- No ADVANCES shall be paid.
- Payment shall be made at the rate of 50% of the amount claimed in the given work order, at the time of submission of the invoice/bill to the SSC.
- The balance 50% of the payment shall be made after certification by SSC of all the activities related to the given work order have been duly completed in all respects.
- Deductions from the payment due shall be made for statutory levies, taxes, penalties and liquidated damages etc., as per the contract agreement signed between the SSC and the bidder and in accordance with the applicable rules on the day of the release of payment.
- In case of any recoveries are due to be made with regard to statutory levies, taxes, penalties and liquidated damages, etc., the SSC reserves the right to effect the recoveries from the subsequent payments due to the Service provider.

16 Annexures

16.1 Annexure 1 - Pre-Bid Queries

Bidder shall submit all pre-bid queries in MS word in the following format.

#	Section Name & No.	Page No.	Statement as per tender document	Query by bidder	Reason for Query	Response by Staff Selection Commission
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

16.2 Annexure 2 - Integrity Pact

Integrity Pact

This Integrity Pact is entered by and between the Staff Selection Commission, having its office located at Staff Selection Commission, Block No.12, CGO Complex, Lodhi Road, New Delhi – 110003, of the first part;

AND

<***>, a Company incorporated under the Companies Act, 1956, having its registered office at

<***> (hereinafter referred to as “Bidder” which expression shall, unless the context otherwise requires, include its permitted successors and assigns) of the Second Part.

Preamble

The Staff Selection Commission intends to award, under laid down organizational procedures, contract for selection of agency for service provider for translation work in multiple Indian regional languages, as elaborated in the RFP. The Staff Selection Commission values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and /or Vendor(s)/ Contractor(s).

In order to achieve these goals, the Staff Selection Commission wishes to enter into this Integrity Pact with the Bidder(s) for this tender process and execution of the Agreement and will appoint an Contract Evaluation Committee (comprising of Technical Evaluation Committee and Financial Evaluation Committee) /Independent External Monitor (IEM), who will monitor the tender process and the execution of the Agreement for compliance with the principles mentioned above.

Section 1- Commitments of the Staff Selection Commission

- 1) The Staff Selection Commission commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a) No employee of the Staff Selection Commission, personally or through family members, will in connection with the RFP for, or the execution of the

Agreement, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

- b) The Staff Selection Commission will during this tender process treat all Bidder(s) with equity and reason. The Staff Selection Commission will in, before and during this tender process, provide to all Bidders the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to this tender process or the Agreement execution.
 - c) The Staff Selection Commission will exclude from the process all known prejudiced persons.
- 2) If the Staff Selection Commission obtains information on the conduct of any of its officers / employees which is a criminal offence under the Indian Penal Code 1860 and/or Prevention of Corruption Act 1988, or if there be a substantive suspicion in this regard, the Staff Selection Commission will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2- Commitments of the Bidder

- a) The Bidder commits to take all measures necessary to prevent corruption. It commits itself to observe the following principles during its participation in this tender process and during the Agreement execution.
- b) The Bidder will not, directly or through any other persons or firm, offer promise or give to any of the Staff Selection Commission's employees involved in this tender process or the execution of the Agreement or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during this tender process or during the execution of the Agreement.
- c) The Bidder will not enter with other bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in this tender process.

- d) The Bidder will not commit any offence under the Indian Penal Code 1860 and / or Prevention of Corruption Act 1988; further the Bidder will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Staff Selection Commission as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- e) The Bidder will, when presenting its bid, disclose any and all payments it has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with this tendering process or the award of Agreement under this tendering process.
- f) The Bidder will not, directly or through any other person or firm, approach any Government officials, ministers, political persons public servants, or any external agencies to influence the bidding decision making process or to attain any undue favours to the Bidder.
- g) The Bidder shall exclude, from this tender process or execution of the Agreement, all known prejudiced persons including those employees / Directors /management representatives of the Bidder who have family relationships with the employees or officers of the Staff Selection Commission.
- h) The Bidder shall disclose the circumstances, arrangements, undertakings or relationships that constitute, or may reasonably be considered to constitute, an actual or potential conflict of interest with its obligations specified in the tender process or under any Agreement which may be negotiated or executed with the Staff Selection Commission. Bidder and its employees, agents, advisors and any other person associated with the Bidder must not place themselves in a position which may, or does, give rise to conflict of interest (or a potential conflict of interest) between the interests of the Staff Selection Commission or any other interests during this tender process or through operation of the Agreement.
- i) The Bidder will not indulge in any corrupt, fraudulent, coercive undesirable

or restrictive practice in the tender process or the execution of the Agreement.

- j) The Bidder will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from tender process and exclusion from future Contracts

If the Bidder, during the tender process or before award or during execution of the Agreement has committed a transgression through a violation of Section 2 above, or in any other form, such as to put his reliability or credibility in question, the Staff Selection Commission is entitled to disqualify the Bidder from this tender process or decide not to award the work or terminate the awarded Agreement or blacklist the Bidder.

Section 4: Compensation for Damages

- a) If the Staff Selection Commission has disqualified the Bidder from this tender process prior to the award according to Section 3, the Staff Selection Commission is entitled to disqualify the bidder from bidding for any contract with Department of Personnel & Training (DoP&T) for a period of one year from the date of notification.
- b) If the Staff Selection Commission has terminated the Agreement according to Section 3, or if the Staff Selection Commission is entitled to terminate the Agreement according to Section 3, the Staff Selection Commission shall be entitled to demand and recover from the Bidder / Vendor the amount equivalent to Security Deposit / Performance Bank Guarantee in addition to any other penalties/ recoveries as per terms and conditions of the Agreement.

Section 5: Previous Transgression

- a) The Bidder declares that no previous transgressions occurred in the last three years with any other Central Government / State Government or Central PSU entity in India or any entity in any other country conforming to

the anti-corruption approach that could justify Bidder's exclusion from this tender process.

- b) If the Bidder makes incorrect statement on this subject or hides any material information, the Staff Selection Commission is entitled to disqualify the Bidder from this tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6: Equal treatment of all Bidders

- a) The Bidder undertakes to demand from all subcontractors of the Vendor a commitment in conformity with this Integrity Pact, and to submit it to the Staff Selection Commission before signing of the Agreement with the Staff Selection Commission.
- b) The Staff Selection Commission will enter into individual Integrity Pacts with identical conditions as this one with all sub-Contractors of the Vendor.
- c) Only if the Bidder has entered into this Integrity Pact with the Staff Selection Commission, the Bidder shall be eligible to participate in this tender process or execution of the Agreement.
- d) The Staff Selection Commission will have the right to disqualify the Bidder from this tender process if the Bidder does not get this Integrity Pact from Bidder's authorized signatory or violate any of its provisions.

Section 7: Criminal charges against violation Bidder/ Subcontractor(s)

If the Staff Selection Commission obtains knowledge of conduct of the Bidder or its Sub-Contractor, or of an employee or a representative or an associate of the Bidder or Sub-Contractor which constitutes corruption, or if the Staff Selection Commission has substantive suspicion in this regard, the Staff Selection Commission will inform the same to the Chief Vigilance Officer.

Section 8: Independent External Monitor/Monitors

- a) The Staff Selection Commission appoints as Independent External Monitor for this Integrity Pact. The task of the Monitor is to review

independently and objectively, whether and to what extent the Parties comply with the obligations under this Integrity Pact.

- b) The Monitor is not subject to instructions by the representatives of the Parties and performs his functions neutrally and independently. The Monitor shall report to the__
- c) The Bidder accepts that the Monitor has the right to access without restriction to all project documentation of the Staff Selection Commission including that provided by the Bidder. The Bidder will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-Contractors of the Vendor. The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Sub-Contractor(s) of Vendor with confidentiality.
- d) The Staff Selection Commission will provide to the Monitor enough information about all meetings among the parties related to the tender process or the execution of the Agreement provided such meetings could have an impact on the contractual relations between the Staff Selection Commission and the successful Bidder. The Parties offer to the Monitor the option to participate in such meetings.
- e) As soon as the Monitor notices, or believes to notice, a violation of this Integrity Pact, he will so inform the Staff Selection Commission and request the Staff Selection Commission to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- f) The Monitor will submit a written report to the Staff Selection Commission within 8 to 10 weeks from the date of reference or intimation to him by the Staff Selection Commission and, should the occasion arise, submit proposals for correcting problematic situations.

- g) If the Monitor has reported to the Staff Selection Commission, a substantiated suspicion of an offence under relevant Indian Penal Code 1860 and Prevention of Corruption Act 1988, and the Staff Selection Commission has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- h) The word 'Monitor' would include both singular and plural.

Section 9– Pact Duration

- a) This Integrity Pact begins when both Parties have legally signed it. It expires for the successful Bidder 12 months after the last payment under the Agreement, and for all other bidders, 6 months after the execution of the Agreement with the Vendor.
- b) If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by the Staff Selection Commission.

Section 10 – Other provisions

- a) This Integrity Pact is subject to Indian Law, place of performance and jurisdiction is the Office of the Staff Selection Commission first above written, i.e. New Delhi.
- b) Changes and supplements of this Integrity Pact as well as termination notices need to be made in writing. Parties acknowledge that side agreements have not been made.
- c) Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the Parties will strive to come to an agreement to their original intentions.

**For & On Behalf of the
Staff Selection Commission
(Official Seal)**

Place: _____

Date: _____

Witness:

(Name & Address):

**For & On Behalf of
the Bidder
(Official Seal)**

Place: _____

Date: _____

Witness:

(Name & Address):

16.3 Annexure 3 - Bidder's General Information

Bidders are requested to furnish the following information and enclose along with quotation.

S. No.	Item	Bidder's Response
1.	Company Name	
2.	Year Established	
3.	Incorporated in India (Yes or No)	
4.	Name & Designation of Authorized person	
5.	Contact Name	
6.	Address	
7.	Mobile	
8.	Telephone	
9.	Email Address	
10.	Brief Description of the Organization	

16.4 Annexure 4 - Citations – Work Experience (Submit separate sheets for experience quoted in prequalification and technical criteria)

S. No.	Item	Bidder's Response
1.	Name of Bidder entity	
2.	Assignment Name	
3.	Name of Staff Selection Commission	
4.	Country	
5.	Contact Details of Staff Selection Commission <i>(Contact Name, Address, Telephone Number)</i>	
6.	Approximate Value of the Contract	
7.	Duration of Assignment (months)	
8.	Award Date (month/year)	
9.	Completion Date (month/year)	
10.	Narrative description of the project	
11.	Details of Work that defines the scope relevant to the requirement	
12.	Documentary Evidence attached	

16.5 Annexure 5 - Formats for submission of Profiles

1. Name of Firm:
2. Name of Staff:
3. Designation:
4. Area of Expertise:
5. Date of Birth:
6. Years with the Firm:
7. Total Years of Experience:
8. Nationality:
9. Education:

<Passport Photo>

S. No.	Degree Obtained	Institution	Dates
1			

10. Key Qualifications:
11. Membership of Professional Associations:
12. Professional Certifications:
13. Other Training:
14. Countries of Work Experience:
15. Languages:

S. No.	Languages	Speak	Read	Write
1				

16. Employment Record

From/To	
Client	
Position held	
Key Duties Assigned:	

17. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned
(Please provide the details of the projects undertaken till date)

Name of assignment or project:	
Year:	
Location:	
Client	
Main project features:	
Positions held:	
Activities performed	

16.6 Annexure 6 – Form of Bank Guarantee for Performance Security

(To be stamped in accordance with Stamp Act if any, of the country for issuing bank)

Ref.:

Bank Guarantee:

Date:

Dear Sir,

In consideration of M/s _____(hereinafter referred as the

‘Staff Selection Commission’, which expression shall, unless repugnant to the context of meaning thereof include its successors, administrators and assigns) having awarded to M/s [name of Contractor] a [type of company], established under laws of [country] and having its registered office at [address] (hereinafter referred to as the ‘Contractor’ which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and permitted assigns), an Assignment for preparation of [name of assignment] Contract by issue of Staff Selection Commission’s Contract Letter of Award No. [reference] dated [date] and the same having been unequivocally accepted by the Contractor, resulting in a Contract valued at Rs. [amount in figures and words] for (Scope of Work) (hereinafter called the ‘Contract’) and the Contractor having agreed to furnish a Bank Guarantee amounting to Rs. [amount in figures and words] to the Staff Selection Commission for performance of the said Agreement.

We [Name of Bank] incorporated under [law and country] having its Head Office at [address](hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the Staff Selection Commission immediately on demand an or, all monies payable by the Contractor to the extent of Rs. [amount in figure and words] as aforesaid at any time up to [date] without any demur, reservation, contest, recourse or protest and/ or without any reference to the Contractor. Any such demand made by the Staff Selection Commission on the Bank shall be conclusive and binding notwithstanding any difference between the Staff Selection Commission and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable until the Staff Selection Commission discharges this guarantee.

The Staff Selection Commission shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the Contract by the Contractor nor shall the responsibility of the bank be affected by any variations in the terms and conditions of the contract or other documents. The Staff Selection Commission shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Staff Selection Commission and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Staff Selection Commission and the Contractor any other course or remedy or security available to the Staff Selection Commission. The Bank shall not be relieved of its obligations under these presents by any exercise by the Staff Selection Commission of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Staff Selection Commission or any other indulgence shown by the Staff Selection Commission or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Staff Selection Commission at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Staff Selection Commission may have in relation to the Contractor's liabilities.

This Guarantee shall be irrevocable and shall remain in full force and effect until discharge by the Bank of all its obligations hereunder.

This Guarantee shall not be affected by any change in the constitution or winding up of the Contractor /the Bank or any absorption, merger or amalgamation of the Contractor /the bank with any other Person.

Notwithstanding anything contained herein above our liability under this guarantee is limited to Rs. [amount in figure and words] and it shall remain in force up to and including

[date] and shall extend from time to time for such period(s) (not exceeding one year), as may be desired by M/s[name of Contractor] on whose behalf this guarantee has been given. Date this [date in words] day [month] of [year in 'yyyy' format] at [place].

WITNESS

1. [signature, name and address]
2. [signature, name and address]

[Official Address]

Designation

[With Bank Stamp]

Attorney as Per Power of Attorney

No. Dated

Strike out, whichever is not applicable.

The date will be fixed as indicated in S.C.C.

The stamp papers of appropriate value shall be purchased in the name of bank which issues the 'Bank Guarantee'. The bank guarantee shall be issued either by a bank (Nationalized/Scheduled) located in India or a foreign bank through a correspondent bank (scheduled) located in India or directly by a foreign bank which has been determined in advance to be acceptable to the Staff Selection Commission.

16.7 Annexure 7 - Certificate under Rule 144 (xi) in the General Financial Rules (GFRs), 2017.

<Original signed copy on company letter head>

To:

The Under Secretary (G),
Staff Selection Commission,
Block No.12, CGO Complex,
Lodhi Road, New Delhi

Dear Sir,

Ref: Your REP No. dated

Bidder Name:.....

We, M/s -----are a private/public limited company/LLP/Firm *<strike off whichever is not applicable>* incorporated under the provisions of the Companies Act, 1956/2013 Limited Liability Partnership Act 2008/ Indian Partnership Act 1932, having our registered office at -----
------(referred to as the "Bidder") are desirous of anticipating in the Tender Process in response to your captioned RFP and in this connection we hereby declare, confirm and agree as under:

- a) We, the Bidder have read and understood the contents of the Office Memorandum & the Order(Public Procurement No.1) both bearing no. F.No.6/18/2019/PPD of 23rd July 2020 issued by

Ministry of Finance, Government of India on insertion of Rule 144 (xi) in the General Financial Rules (GFRs) 2017 and the amendments & clarifications thereto, regarding restrictions on availing/procurement of goods and services, of any Bidder from a country which shares a land border with India and / or sub-contracting to contractors from such countries.

- b) In terms of the above and after having gone through the said amendments including in particular the words defined therein (which shall have the same meaning for the purpose of this Declaration cum Undertaking), we the Bidder hereby declare and confirm that:

* We, the Bidder are not from such a country which shares a land border with India, in terms of the said amendments to GFR, 2017.

or

*We, the Bidder are from such a country and has been registered with the Competent Authority i.e the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, as stated under Annexure I to the said Office Memorandum / Order and we submit the proof of registration herewith.

*(*Delete whichever is not applicable)*

- c) We, the Bidders agree and undertake that if the contract is awarded to us, we will not sub- contract or outsource the contract and / or any part thereof unless such subcontract/ outsourcing is permitted by Bank of India in writing, in which case we shall not sub-contract or outsource the work to a contractor from such

countries, unless such contractor is registered with the Competent Authority and proof of same is obtained.

2. We, the Bidders hereby confirm that we fulfill all the eligibility criteria as per RFP and are not ineligible from participating in the Tender in view of the above Office Memorandum and Order. We also agree and accept that if our declaration and confirmation is found to be false at any point of time including after awarding the contract, Bank of India shall be within its right to forthwith terminate the contract/ bid without notice to us and initiate such action including legal action against us. Bank shall also be within its right to forfeit the security deposits provided by us and also recover from us the loss and damages sustained by the Bank on account of the above.

3. This declaration cum undertaking is executed by us through our Authorized signatory/ies after having read and understood the Office Memorandum and Order (Public Procurement No.1) both bearing F.No.6/18/2019/PPD of 23rd July 2020 of Ministry of Finance, Department of Expenditure, Public Procurement Division, Government of India including the words defined in the said order (reproduced hereunder) which shall have the same meaning for the purpose of this Declaration cum Undertaking.

“ Definitions

"Bidder" for the purpose of this Order (including the term 'tenderer', 'Contractor'

'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or

companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

"Tender" for the purpose of this Order will include other forms of procurement, except where the context requires otherwise.

"Bidder from a country which shares a land border with India" for the purpose of this Order means:

- a) An entity incorporated, established or registered in such a country; or*
- b) A subsidiary of an entity incorporated, established or registered in such a country; or*
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or*
- d) An entity whose beneficial owner is situated in such a country; or*
- e) An Indian (or other) agent of such an entity; or*
- f) A natural person who is a citizen of such a country; or*
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above*

"Beneficial owner" for the purpose of above will be as under:

- (i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s),*

has a controlling ownership interest or who exercises control through other means.

Explanation—

- a. *"Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;*
 - b. *"Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;*
- (ii) *In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;*
- (iii) *In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;*
- (iv) *Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;*
- (v) *In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.*

"Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons."

Executed at..... On this the ...day of

Authorised
Signatory M/s.....

Signature and
Name Seal of the
Bidder

**Note: Where applicable, evidence of valid registration by the Competent Authority shall be attached.*