

**Jharkhand Council of Educational Research & Training (JCERT)**

**TENDER DOCUMENT**

**For**

- 1. Printing and Distribution of Class-wise OMR Sheets having unique Serial No.**
- 2. Collection, Scanning and Processing of OMR Sheets and Submission of School-wise, Student-wise Report Card with Analysis.**

**Jharkhand Council of Educational Research and Training, Ranchi**

Office Address : Jharkhand Education Project Council Building, Stadium Road, Dhurwa, Ranchi - 834004

E-Mail : [jcertassessments@gmail.com](mailto:jcertassessments@gmail.com) ; Contact No : 8210392037

**SECTION I**  
**INVITATION FOR BID (SHORT-TERM NOTICE)**  
**03/JCERT/SA2/2019-20**

Jharkhand Council of Educational Research & Training (JCERT) invites bids in two bids system (Technical & Financial) from reputed, registered and experienced firms/agencies for the following works related to Summative Assessment (SA - II) of Academic Session 2019-20 for about 15 lakh students of Classes V to VII enrolled in all the government and aided schools of Jharkhand state.

Sl. No.	Work
1.	<b>Printing and Distribution of Class-wise OMR Sheets having unique Serial No.</b>
2.	<b>Collection, Scanning and Processing of OMR Sheets and Submission of School-wise, Student-wise Report Cards with Analysis</b>

**Important dates/details related to the tender:**

Sl. No.	Activity	Start Date	Time	End Date	Time
1.	Availability of bid document in soft copy (From JCERT Office or from the website <a href="http://jepc.jharkhand.gov.in">http://jepc.jharkhand.gov.in</a> )	27.12.2019	04.00 pm	12.01.2020	06.00 pm
2.	Bid Submission (Submission of all necessary documents in original and duly signed by authorised signatory in sealed envelopes separately for technical and financial bids)	-	-	13.01.2020	11.00 am
3.	Opening of Technical Bid	13.01.2020	02.00 pm	-	-
4.	Opening of Financial Bid	To be announced after the technical evaluation			

Interested eligible bidders may view and download bid document from the website **<http://jepc.jharkhand.gov.in>** or collect it from JCERT Office. The cost of bid document including GST is Rs. 6,000.00 (Six Thousand Only) which is to be submitted through bank draft in favour of Director, Jharkhand Council of Educational Research and Training, Ranchi.

Interested eligible bidders should take note that the information on exact number and quantity of OMR Sheets to be printed would be communicated during the issuance of work order.

In the event of the date specified for opening of the bids happens to be a holiday, the appointed time on the next working day will automatically fixed for the purpose.

Any further communication, if required, in the entire duration of contract awarding process would only be done through e-mail only on [jcertassessments@gmail.com](mailto:jcertassessments@gmail.com). However, if required, specific information can be obtained from the Component In-charge on 8210392037.

The Director, JCERT reserves the right to accept or reject (Fully/Partly) any tender without assigning any reason thereof.

Sd/-  
**(Uma Shankar Singh, I.A.S)**  
Director, JCERT, Ranchi

## Disclaimer

The information contained in this Request for Proposal (RFP) document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by JCERT or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

Information provided in this document to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. JCERT accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

JCERT, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder 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 or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Bid Stage.

### A. Introduction

#### **1. Background**

- 1.1 As per the mandate of RTE Act 2009, Government of Jharkhand has introduced Continuous and Comprehensive Evaluation (CCE) for Elementary level Schools.
- 1.2 For the implementation of CCE, 4 Formative Assessments (FA1, FA2, FA3 & FA4) and 2 Summative Assessments (SA1 & SA2) are being done in an academic year. Syllabus and Textbooks for Elementary level (Class I to Class VIII) have been prepared by JCERT and Class-wise Learning Outcomes have been notified by the state government. On its basis, FAs and SAs are conducted.
- 1.3 As per the decision taken by School Education and Literacy Department, Jharkhand, JCERT has been authorized to organize and monitor the conduct of Summative Assessments in schools.
- 1.4 In context to clause 1.1 to 1.4, JCERT shall get the OMR Sheets printed, packaged school-wise and supplied to the destination points (District Headquarters) across the State.
- 1.5 **OMR Sheets** should be composed and printed so as to accommodate minimum 60 questions in one side of OMR Sheet having 4 bubbles per question. The size and spacing of bubbles should be large enough to suit the filling-in of bubbles by students of lower classes as well. Each OMR sheet should have a unique number printed on it. OMR Sheets should be packed in school-wise packets for easy and secure distribution.
- 1.6 Collection of OMR sheets from district headquarters, Scanning of OMR Sheets, Preparation of Result and Analysis of the Result would be the responsibility of the agency.
- 1.7 As per the tender document there shall be two types of bids namely **Technical bid and Financial bid**. The technical bid and financial bid should be sent in separate sealed envelopes marked as "A" and "B" respectively addressed to the Director, Jharkhand Council of Educational Research and Training, JSCA Stadium Road, Jagganathpur, Dhurwa, Ranchi, 834004.

- 1.8 The technical bid should accompany the Earnest Money Deposit of Rs. 5,00,000/- in the form of Bank guarantee of any Nationalised / schedule bank and a Bank Draft of Rs. 6000/- as the tender fee. The tenders containing technical bid and financial bid in separate envelopes as above should be put and sealed in an outer cover (bigger envelope) super-scribed as “Tender for Printing, Supply, Scanning and Analysis of OMR Sheets for SA – II (2019-20).
- 1.9 The firms / agencies are also required to carry adequate financial status with an cumulative annual turnover of Rs.5 Cr or more per year for the last three years and a solvency status of Rs.50 Lacs from their bankers.
- 1.10 The tenders will be received up to 11:00 a.m. on 13.01.2020. The tender received after stipulated date and time shall not be considered and liable to be rejected summarily. Tender document can be downloaded from [jepc.jharkhand.gov.in](http://jepc.jharkhand.gov.in) or collected from JCERT Office (in softcopy) from 27.12.19 (04.00 pm. onwards) to 12.01.20 (till 06:00 pm).
- 1.11 Firms/Agencies are required to submit the details in the prescribed format in chronological order. If any information sought in this RFP is either missing or not clearly specified, it will be presumed that the consultant is not in a position to provide the information and the offer will be evaluated accordingly.
- 1.12 JCERT is not liable for any cost incurred by bidders in preparation and production of any Proposal, the preparation or execution of any benchmark demonstrations, simulation or laboratory service or for any work performed prior to the execution of a formal contract. All materials submitted become the property of the JCERT and may be returned at its sole discretion. The content of proposals received will be kept in strict confidence during the evaluation process, and details will not be exposed outside the evaluation process.
- 1.13 Bidders have to submit information, in accordance with various provisions of this RFP document. The process of selecting L1 party will be finalized through Quality and Cost Based Selection (QCBS) evaluation of proposals received from bidders.
- 1.14 The authorized representative of the bidder should sign all the communication. The pre-qualification and technical proposals are to be signed on each page by the authorized signatory.
- 1.15 The Contract will be awarded from the date of issuance of work order.
- (i) The OMR Sheets are required to reach the destination points (Concerned Blocks/BRCs in the State) within **20 days** from the date of issue of the work order as per the schedule given in annexure.
  - (ii) Tentative number of OMR Sheets to be printed and distributed is detailed. However, the List of destinations along with contact number and address will be provided at the time of Agreement/Work order in softcopy.

## SECTION – II : INSTRUCTIONS TO BIDDERS

### 1. Definitions

In this document, the following terms shall have following respective meanings.

“Agreement” means the Agreement to be signed between the successful bidder and JCERT including all attachments, appendices, all documents incorporated by reference thereto together with any subsequent modifications, the RFP, the bid offer, the acceptance and all related correspondences, clarifications, presentations.

- a. “Authorized Representative” shall mean any person authorized by either of the parties.
- b. “Bidder” means any firm offering the solution(s), service(s) and/or materials required in the RFP. The word Bidder when used in the pre award period shall be synonymous with Bidder, and when used after award of the Contract shall mean the successful Bidder with whom JCERT signs the agreement for rendering of services.
- c. “Contract” is used synonymously with Agreement.
- d. “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value or influence the action of an official in the process of Contract execution.
- e. “Default Notice” shall mean the written notice of Default of the Agreement issued by one Party to the other in terms hereof.
- f. “Law” shall mean any Act, notification, by-law, rules and regulations, directive, ordinance, order or instruction having the force of law enacted or issued by the Central Government and/or the Government of Jharkhand or any other Government or regulatory authority or political subdivision of Government agency.
- g. “LoI” means issuing of Letter of Intent, which shall constitute the intention of the Tenderer to the successful bidder.
- h. “Party” means JCERT or Bidder, individually and “Parties” mean JCERT and Bidder, collectively.
- i. “Period of Agreement” means 90 days from the date of work order.
- j. “Request for Proposal (RFP)” means the detailed notification seeking a set of solution(s), services(s), materials and/or any combination of them.
- k. “Requirements” shall mean and include schedules, details, description, statement of technical data, performance characteristics and standards (Indian & International) as applicable and specified in the RFP.
- l. “Sub-Contracting” means any person to whom any part of work under the agreement is sub-contracted by the Bidder
- m. “Service” means provision of Contracted service viz., operation, maintenance and associated services as per this RFP.
- n. “Tenderer” means the institution which has issued the tender; in the present context Tender has been issued by JCERT
- o. “Termination Notice” means the written notice of termination of the Agreement issued by one Party to the other in terms hereof.
- p. JCERT shall invite parties for attending pre-bid meeting to understand the project. Interested parties are expected to participate in such meetings.

## **2. Scope of Work**

Scope of work includes the following

- a. *Pre Assessment & Survey*
  - (i) Designing & Printing of OMR sheets in black and white and plain paper having 90-100 GSM. There might be more than one type of sheets for each exam and/or standard software having excel based form designer.
  - (ii) School wise packing of OMR sheets in a common sealed covers.
  - (iii) Each package will have summary sheet sticker on it and one blank sheet in the packet which will be used while returning the packet. Agency need to verify these sheets at the time of collection.
  - (iv) Distribution of packed OMR sheets in 24 districts of Jharkhand.
  - (v) OMR Answer Sheet Scanning with OMR/ICR/OCR SoftwareTechnology and related to Result Processing
  - (vi) The output of scanning process should be either in CSV format or any other database table format
- b. *OMR Answer Sheet Scanning with OMR/ICR/OCR SoftwareTechnology and Result Processing.*
  - (i) Scanning of OMR Answer Sheets using OMR/ICR/OCR technology with high speed scanner.
  - (ii) The agency required to scan minimum 100000 (One lac) OMR sheets per day.
  - (iii) Generation of scanned image of each OMR sheet with high resolution.
  - (iv) Generation of soft data from scanned image either in CSV format or any other database table format and reports.
  - (v) Proactive error detection and correction mechanism. OMR technology should be able to proactively indicate the erroneous s OMR sheets at the time of processing itself.
  - (vi) The OMR technology used for processing of sheets should allow the correction of error sheets by looking at the image on the same screen.
  - (vii) Synchronization/Link-up of retrieved data with original Data.
  - (viii) Submission of complete database with scanned images on external storage device with searching software for easy search of OMR images.
- c. *OMR Images Scanning & Technical know how*
  - (i) Tenderer should have enough technical knowledge and infrastructure.
  - (ii) The performance and discipline of the resources provided by the bidder should be ensured by the agency.
  - (iii) Regular progress reporting and review of the same with the concerned user, JCERTwill be an integral part of the responsibility of the agency.
  - (iv) Timely production of quality output will be an overarching responsibility of the agency.
  - (v) Agencies should provide Turn Key solution for the project. i.e. Examination related all the activities.

### **3. Eligibility Criteria**

The eligibility criteria for bidders are as follows:

- a. The bidder should have minimum 3 years of experience as on 31st March, 2019 in the area of similar nature of work i.e. Printing and Supply of OMR, Scanning and Dataprocessing. The bidder must attach a copy of certificate of Incorporation/ experience and satisfactory performance.
- b. The bidder must upload separate copy of certificate showing turnover for similar nature of works in any one of the financial year.
- c. The bidder should have sufficient staff for similar nature of works so as to complete the entire process as per schedule detailed in the tender documents.
- d. The Bidder should have an experience of handling any educational survey of any other State/National level.
- e. Single entity bidding only as Turnkey basis and bid is a rate contract.
- f. Bidder must have registration for GST, Professional tax, Service tax and PAN, copy/certificate of which should necessarily be submitted in technical bid.
- g. The agency should have valid ISO 9001:2008 and ISO 270001 Certification, copy of which should be submitted in physical form.
- h. The agency should have experience in execution of pre and post examination related work i.e. Scanning of OMR using ICR/OCR/OMR technology and Creation of Database with necessary validation, Evaluation of answer script etc. (Agency should provide copy of work orders.)
- i. The bidder shall not have been blacklisted/debarred by any Govt./Semi Govt. organization in the last five years.
- j. The bidder should have successfully completed at least one PAN India survey with similar nature of works conducted by any state government or Govt of India. Experience of working in Jharkhand may be preferred. (Agency should provide copy of work orders.)
- k. The bidder should have the capacity to scan, capture and compile data for 1 lac OMR sheet per day and details of scanners with capacity should be furnished.
- l. The Bidder should have an in house printing facility having at least five 100 ppm laser printing machines.
- m. The bidder should have an experience of handling at least 15 lakh OMR data printing and processing experience in any state education survey or board or any other govt organization
- n. All Govt Registered startups having a valid startup registration certificate are exempted from the Pre-Qualification criteria as well the EMD and tender fees as per the guidelines of Govt of India.
- o. In case of Consortium Bidding the consortium agreement between two parties needs to be submitted in a Non Judicial Stamp Paper of Rs.100/-.
- p. JCERT will provide only the space for scanning. All other resources should arrange by the Bidder.

#### **4. Cost of RFP**

The cost of RFP document i.e. tender fee is as indicated under “Important Information”. The bidder has to submit the non-refundable tender fees through Demand Draft in favor of “ Director JCERT”, payable at Ranchi, on or before as indicated under “Important Information”.

Tenderer reserves the right not to respond to any/all queries raised or clarifications sought if, in their opinion and at their sole discretion, they consider that it would be inappropriate to do so or do not find any merit in it.

#### **5. Amendment or Modification of RFP**

At any time prior to the deadline of submission of proposals, the Tenderer, for any reason, whether its own initiative or in response to clarification request by a prospective bidder, modify the RFP. The Tenderer also reserves the right to change any bid condition including technical specifications even after inviting the proposals with/without prior notification.

The amendments in any of the terms and conditions including technical specifications of this RFP document shall be uploaded on website and will be binding on them.

The Tenderer, in order to allow prospective bidders reasonable time to take into consideration the amendments in their bid preparation process, may extend the last date of bid submission at its discretion.

#### **6. Proposal preparation**

Bidder is expected to examine all instructions, forms, terms and requirements in the RFP document and prepare the proposal accordingly. Failure to furnish all information required by the RFP document will be presumed that bidder is not in a position to provide such information and the offer will be evaluated accordingly.

The proposals should be submitted/uploaded in 2 (two) parts as mentioned in the following A and B. The Documents related to A & B are to be submitted in hard copies only on or before last date & time as indicated in “Important Information”.

The scanned copy of Tender Fee and EMD is to be submitted at JCERT office on or before last date & time as indicated in “Important Information”.



## **7. PRE-QUALIFICATION PROPOSAL**

Documents to be submitted in following order along with Index:

- a. Covering letter on the bidder's letter-head (Annexure 1).
- b. Tender Fee of Rs.6000/- (Non-refundable) in the form of Demand Draft issued by a Scheduled /Nationalized Bank), in favour of "Director JCERT" Payable at Ranchi
- c. EMD of Rs.5,00,000/- (Rupees Five Lakh) in the form of Demand Draft/Banker's Cheque issued by a Scheduled /Nationalized Bank in favour of "Director JCERT", payable at Ranchi
- d. A registered Power-of-Attorney granting the person signing the proposal the right to bind the bidder as the 'Constituted Attorney of the Directorate'.
- e. Profile of bidder (Annexure 2).
- f. Certificate of Incorporation.
- g. Submit Client Completion Certificate indicating number of documents processed for each project.
- h. The bidder must attach separate copy of certificate showing total handled documents during last 3 years for Data Processing in examination related work.
- i. Audited annual financial results (balance sheet and profit & loss statements) of the bidder for the years 2015-16, 2016-2017 and 2017-18. (Annexure 3).
- j. Client Reference list (using equipment/services similar to project requirement). (Annexure 4).
- k. Undertaking for not being blacklisted by bidder.
- l. Undertaking by bidder stating that they have read and understood the entire tender document and agree with all the terms and conditions stated in the RFP.
- m. Permanent Account Number (PAN) from Income Tax authorities of bidder along with certified Xerox copy.
- n. GST, Service Tax, Sales Tax and PF registration details of bidder along with certified Xerox copy.

## **8. TECHNICAL BID**

- a. Proposal particulars
- b. Quality certification in delivery of services sought under this RFP, from an internationally recognized/reputed agency, e.g. ISO.
- c. Qualification and Experience of Management and Technical Staff (Annexure 5) and CVs of Key persons (Annexure 6).
- d. Any other document as required in the RFP.

## **9. COMMERCIAL BID**

Commercial Proposal should also be submitted in JCERT office as mentioned in introduction part of the Bid Document. Rate should be quoted inclusive of all taxes/ duties/levies which is subject to amendment as admissible.

### **9.1. Cost of Bidding**

The Bidder shall bear all costs associated with the preparation and submission of its Proposal, including the cost of presentation for the purposes of clarification of the bid, if so desired by the Tenderer. The Tenderer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bid process.

### **9.2. Bid Security (EMD)**

- a. The bidder shall furnish a bid security (EMD) as indicated under “Important Information” on or before last date & time, 11.00AM of 10.01.2020.
- b. The Bid Security (EMD) Rs.5, 00,000/- (Rupees Five Lakh) shall be in Indian rupees (INR) and shall be in form of Demand Draft/ Bankers Cheque in favor of “Director JCERT”, payable at Ranchi
- c. No interest shall be payable on Bid Security under any circumstance.
- d. Unsuccessful Bidder’s Bid security shall be released at the earliest by the Tenderer.
- e. The successful Bidder’s EMD shall be released upon signing of agreement by the Bidder.
- f. The Bid security will be forfeited at the discretion of Tenderer on account of one or more of the following reasons:
  - i. The Bidder withdraws its Proposal during the period of proposal validity.
  - ii. Bidder does not respond to requests for clarification of its proposal.
  - iii. Bidder fails to co-operate in the Proposal evaluation process.
  - iv. In case of a successful Bidder, the said Bidder fails to sign the Agreement in time.

## **10. Proposal Submission**

- a. Bids are to be submitted in JCERT office only. Bidders have to upload the scanned copy of all below mentioned documents.
- b. Technical Bid: The technical bid will comprise of the following bidding documents: Tender Fee and EMD
- c. Proof of Qualification Criteria; Covering Letter (Annexure- 1) Bidders Profile (Annexure-2)
- d. Financial Information Summery (Annexure-3) Firm’s Experience (Annexure-4)
- e. Qualification & Experience of Management and Technical Staff (Annexure-5) Curriculum Vitae of Management and Technical Staff (Annexure-6)
- f. Format of bank Guarantee (Annexure-8) Bank Solvency certificate

- g. Only original copy of tender fee and EMD should be submitted hardcopy in addition to uploading scanned copy.
- h. **Financial Bid:** The financial bid will comprise of the Bid Form and the Price Schedules, as per Annexure-9 including all taxes and charges.

## **11. Submission of Bids:**

The bid both Technical and Financial Bid will have to submit in JCERT office which shall include the original copy of Tender fee and EMD in sealed envelopes, duly marking the envelopes as described in introduction section.

The Envelop bearing original copy Tender fee and EMD should bear the Project Name, the Invitation for Bids (IFB) title and number, and a statement “Do not open before (date and time as specified in Invitation for Bids (Section I))”.

The envelope shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared “late”.

If the outer envelope is not sealed and marked as required by ITB above, the Purchaser will assume no responsibility for the bid’s misplacement or premature opening. Telex, Telegram or facsimile bids will be rejected.

## **12. Number of Proposals**

Every entity is allowed to submit only one proposal against this RFP. Any individual company who submits or participates in more than one proposal will be disqualified.

## **13. Proposal Validity**

The proposals shall remain valid for a period of 180 (one hundred and eighty) days from the last date of submission of tender. If required, the Tenderer may ask the bidders to extend the proposal validity in writing. Proposals of the bidders who do not agree to extend the validity of proposal will be rejected and EMD will be forfeited. A bidder granting the request for extension of proposal validity will not be allowed to modify its proposal or put any condition for extending the proposal validity.

## **14. Language**

All Proposals, correspondence and documents related to proposals, shall be written in the English language. Supporting documents and printed literature furnished by the Bidder may be in another language, provided they are accompanied by an accurate translation of the relevant passages in English language.

## **15. Late Proposals**

The bidder will not be able to submit the proposals online after final submission date and time. The physical document of proposal, as described in RFP, received by the Tenderer after final submission date and time of proposal prescribed in the RFP document will not be considered and the entire proposal will be rejected.

## **16. Modification & Withdrawal of Proposals**

The Bidder is not allowed to modify its proposal subsequent to the final submission of proposals. The Bidders cannot withdraw the proposal during the period between the last date for receipt of proposals and the expiry of proposal validity period specified in the RFP. A withdrawal of proposal during proposal validity period may result in the forfeiture of its EMD from the Bidder.

## **17. Right to Accept Proposal**

The Tenderer reserves the right to accept or reject any or all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds of such decision.

## **18. Proposal Forms**

Wherever a specific form is prescribed in the RFP document, the Bidder shall use the form to provide relevant information. If the form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the said information.

For all other cases, the Bidder shall design a form to hold the required information. The Tenderer shall not be bound by any printed conditions or provisions in the Proposal Forms designed by the bidder.

## **19. Contacting the Tenderer**

Any effort by a Bidder influencing the Tenderer's bid evaluation, bid comparison or contract award decisions may result in rejection of proposal.

Bidder shall not approach officials of JCERT or any concerned official after office hours and/or outside office premises, from the time of proposal opening till the time of award of Contract.

## **20. Opening & Evaluation of Proposal**

The Tender Committee will open the tenders. Sequence of opening shall be as follows:

The technical bid shall be opened as per the specified date and time in the RFP in the presence of bidders' representatives who intend to attend at their cost. The bidders' representatives who are present shall sign a register evidencing their attendance. In the absence of the bidder(s), the tender committee may choose to open the proposals as per the prescribed schedule.

The Technical bid will be evaluated for being substantially responsive. The proposals will be treated as "not substantially responsive" in case of following events:

- a. Documents not submitted as prescribed and in time.
- b. Demand Draft of Tender Fee and/or EMD not submitted in original
- c. No or Improper Tender Fee and/or Bid Security (EMD).
- d. Is not accompanied by Power of Attorney.
- e. Does not contain all the information as required and prescribed in RFP.
- f. Does not meet the qualifying criterion.
- g. Any other irregularity that disqualifies the bid.

In all such cases, the bid will be treated as not responsive and even the technical bid will not be evaluated. The technical bid of the only substantially responsive proposals will be evaluated. Following the evaluation of proposals for being "substantially responsive" the technical evaluation of the bid will be carried out. During the technical evaluation the responses provided in pre-qualification proposal and technical proposal will be evaluated.

Based on the evaluation eligible party may be sort listed. Please note that the Client is not bound in any manner to select any of the firms submitting proposals.

Further, the scope of the evaluation committee also covers taking of any decision with regard to the RFP.

**21. Evaluation of Proposal:** A detailed evaluation of the bid shall be carried out in order to determine whether the bidders are competent enough and whether the bid technically qualifies to the requirements set forth in the RFP. Proposals received would be assigned scores based on the parameters defined in the table below.

<b>Sr. No.</b>	<b>Criteria / Sub-criteria</b>	<b>Description – Aim / Response expected from Bidder</b>	<b>Maximum Marks (100)</b>
<b>1</b>	<b>Human Resource Strength</b>	<p>Aim: To examine the Bidder's Resource Base and assess its quality. Points would be awarded based on the quality and size of the resource base.</p> <p>Criteria: Documents and Certificates showing Experience and volume of manpower in different Profiles like Managerial level, Software Development team, support team, Data Processing team etc.</p> <p>Bidders having HR Strength:</p> <p>15 to 20 : 5 Marks.</p> <p>21 to 30 : 10 Marks.</p> <p>31 to 50 : 15 Marks.</p> <p>&gt; 50 : 20 Marks.</p> <p>0 to 14 : 0 Marks</p>	<b>20</b>

2.	<b>Relevant Experience</b>	<p>Aim: To assess the Experience base of the Organization.</p> <p>Criteria: The Certificate of first Project executed by the organization as Prime contractor in a project with complete state/Pan India roll-out. The Organization can submit certificates of subsequent projects taken up.</p> <p>Bidders having experience:</p> <p>Upto 1 Project : 5 Marks.</p> <p>1 to 2 Project : 10 Marks.</p> <p>3-5 Project : 15 Marks.</p> <p>&gt;= 5 Project : 20 Marks</p> <p>No Projects : 0 Marks</p>	<b>20</b>
3	<b>Quality Certification</b> ISO 9001/ISO 270001 certificates, etc.	<p>Aim: To give credit to Bidder with quality certifications.</p> <p>Criteria: The Number of internationally Accepted and renowned quality certifications with the organization (provided it corresponds to the scope of work) will be considered.</p> <p>ISO 9001 : 10 Marks</p> <p>ISO 27001 : 10 Marks</p> <p>Without Certification : 0</p>	<b>20</b>
4	<b>Adequate In house Printing and Scanning Infrastructure</b>	<p>Aim : To handle the project execution smooth and timely manner.</p> <p>Criteria : The organization should have 100 ppm digital printing and 80-100 ppm scanners.</p> <p>0-2 Machine : 3 Marks</p> <p>3-4 Machine :5 Marks</p> <p>&gt;=5 Machines :10 Marks</p>	<b>10</b>
5	<b>Organization's Finance capabilities</b>	<p>Aim: To gauge the financial strength of the Bidder and its ability to raise funds for the project.</p> <p><u>Data Processing bidders having cumulative average Turnover (in Crore INR) from.</u></p> <p>&gt;= 5 cr : 10 marks.</p> <p>2 to 5 Cr T : 6 marks.</p> <p>1-2 Cr : 2 marks.</p>	<b>10</b>
6	<b>Handled at least One PAN India similar project in last 3 years</b>	<p>Aim: To examine the experience of the Bidder in related field.</p> <p>Documents required: Completion certificate / purchase order.</p> <p>Criteria: Submission of relevant copy of Purchase order/ completion or Successful Deployment Certificate.</p>	<b>20</b>

Note: Documentary Proof should be either P.O./Agreement/Completion Certificates, detailing Scope of Work, Timelines etc.

21.1.1 The Bidders have to get a minimum score of 70 marks in the Section-I and those bidders only will be eligible for financial bid opening.

- Any Bidder obtaining a Total Score less than 70 (Seventy) means 70% of total score obtained in Tender Evaluation will be treated as “Not Qualifying the Requirements” and will not be considered further.
- JCERT shall select Bidder on the basis of Technical evaluation and financial bid. Weightage for Technical evaluation is 70 % and Financial bid is 30 %.

- JCERT will award the work to the party obtaining highest marks in combine score of Technical and Financial bid. As per the QCBS Table Score mentioned in Technical Evaluation criteria of the RFP .
- JCERT will award the work to the party obtaining highest marks in combine score of Technical and Financial bid.
- The techno-commercial evaluation will be done through the following formula.
- Technical Criteria:
  - The price bids of short listed vendors would then be considered by the concerned SLPC and marks out of 100(F) would be awarded for the combined technical and price bids as per the following formula. The vendor with the highest score would be L1 Vendor.

$$S = \frac{C_{low}}{C} X + \frac{T}{T_{high}} (1-X)$$

where,

$C_{low}$  = lowest price bid,

C = price of the current bid,

$T_{high}$  = highest technical score obtained,

T = technical score of the current bid,

X = weightage (out of 1) for the price component.

The value of X will be 0.30 (price component will carry a weight of 30%).

The supply order will be awarded to the vendor with the highest ranking based on the above formula.

## **22. Award of Contract**

The Tenderer reserves the right to ask for a technical elaboration/clarification in any form from the Bidder on the already submitted Technical Proposal *at* any point of time before the finalization agency. The Bidder shall furnish the required information to the Tenderer and its appointed representative on the date asked for at no cost to the Tenderer. The Tenderer or its representative or a party authorized on its behalf may at its discretion, visit the office/project site/installation etc., of the Bidder for Services, any time before the issue of Letter of Award.

The Tenderer shall notify those Bidders who had qualified the Evaluation process as described in this RFP, informing the date and time set for making presentation. The notification may be sent by mail or fax or published on official website.

### **23. Performance Security**

Within 7 days from the Letter of Award from the Purchase, the successful bidder shall have to furnish performance security of 10% of the total value of the contract in form of Bank Guarantee.

### **24. Confidentiality**

As used herein, the term “Confidential Information” means any information, including information created by or for the other party, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of either party or any of its affiliates, or any client of either party, except such information which is in the public domain at the time of its disclosure or thereafter enters the public domain other than as a result of a breach of duty on the part of the party receiving such information. It is the express intent of the parties that all the business process and methods used by the Bidder in rendering the services hereunder are the Confidential Information of the Bidder.

The Bidder shall keep confidential any information related to this tender with the same degree of care as it would treat its own confidential information. The Bidders shall note that the confidential information will be used only for the purposes of this tender and shall not be disclosed to any third party for any reason whatsoever.

At all times during the performance of the Services, the Bidder shall abide by all applicable security rules, policies, standards, guidelines and procedures. The Bidder should note that before any of its employee or assignee is given access to the Confidential Information, each such employee and assignees shall agree to be bound by the term of this tender and such rules, policies, standards, guidelines and procedures by its employees or agents.

The Bidder should not disclose to any other party and keep confidential the terms and conditions of this Contract agreement, any amendment hereof, and any Attachment or Annexure hereof. The obligations of confidentiality under this section shall survive rejection of the contract.

### **25. Termination of RFP**

JCERT also reserves right to Terminate/Cancel RFP at any time or stage of Bid without giving any reasons. In such case of termination, the EMD shall be returned to the bidder. However, the RFP document fee shall remain non-refundable.



## **SECTION – III**

### **SPECIAL CONDITIONS OF CONTRACT**

The following clauses shall supplement the Instructions to Bidders.

#### **26. Roles & Responsibilities of Stakeholders**

##### Responsibility Matrix

The following shall describe the roles & responsibilities of various stake holders in this project.

##### **JCERT**

- Finalization of RFP for the Project.
- Tender Process for the Selection of agency.
- Carry out process for assigning work to respective agency.
- Monitoring & Supervision
- Verification of the Status Report

##### **Bidder/Operator**

- Carry out work assigned as per terms and conditions.
- Upon verification, evaluation / assessment, if in case any information furnished by the vendor is found to be false/incorrect, their total bid shall be summarily rejected and no correspondence on the same, shall be entertained.
- In such event, the EMD/Security Deposit and the Performance Bank Guarantee submitted by the agency would be forfeited and work order will be cancelled.

##### **Penalty Clause.**

1. In case of supply of the sub-standard items / 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 supplier.
2. Debarment from participation in next tender processes of the JCERT The SLPC reserves the right to declare a firm / Company blacklisted for five years due to the following reasons:

If the supplier,

- Withdraws from agreement after being the “Lowest Evaluated Tenderer”
- Failure in execution within stipulated period.
- For supply of substandard items/Service within tender period as determined by the Competent Authority.
- In consequence of submission of false or fabricated documents by any firm/ company for participating in the tender, if proved later on.
- Submission of tender for the product(s)/Service for which the concerned company has been blacklisted either by the Jharkhand Government or other State / Central Government Organization.

- Submission of tender during the period of blacklisting of Concern / Company either by Tender Inviting Authority or by Jharkhand Government or by other State/Central Government.

**3. Financial Penalties** for deficiencies in services / supplies during the period of the tender and its subsequent extensions:

- For delay in the supply of items/services ordered: The authority shall provide the evidence of sending the order to the successful Tenderer. Part supply/ execution will not be considered.
- Any delay beyond one week will attract an penalty of 1% per week upto maximum of 10% of the contract value.
- The names of the defaulting suppliers will be put up in the Departmental website.
- Enhancement of basic rates etc. or the fact that the tender period has been extended will not be acceptable as a plea for not supplying/executing the order within the stipulated period as provided in the work order.

**4. Non – supply / Risk Purchase:**

- If bidder fails to execute the order within the stipulated period, the Tender inviting authority/order placing authority, is at liberty to make alternative purchase of item/items for which orders have been placed from any other source, following provisions of the existing Acts/ rules/ Orders.
- For the situation as enumerated above, the supplier will be imposed penalty apart from forfeiture of Performance Guarantee. The excess expenditure over and above contracted prices incurred by the Tender inviting authority/ Order

placing authority in making such purchases/execution from any other sources or in the open market or from any other money due and will become due to the default supplier and in the event of such amount being insufficient, the balance will be recovered personally from the agency or from his pending bills, if any.

**5. Penalty for formation of cartel or furnishing of fraudulent/misleading documents:**

If during the tender process or at any stage during the validity of the tender period, if it is found that a Tenderer(s) has formed a cartel in whatsoever form or name to fix up the rates or suppliers to the detriment of the fairness of the tender process, penal measures shall be initiated. Similar penal measures shall also be initiated against those tenderers who have submitted false / misleading / fraudulent documents or made incorrect declarations.

The penal measure will be as follows.

- Forfeiture of Earnest Money
- Forfeiture of Performance Security.
- Cancellation from the approved list of suppliers and debarment from further supply orders
- Black listing from all Departmental tenders, the Principals of the firm(s) and the concerned distributor(s) for a period of five years.

## **27. Appeal:**

Appeal against the decision to impose such a penalty will lie with the Tender Selection Authority, JCERT. The concerned agency may appeal to the authority citing the proper reasons for non-imposing the penalty as stated.

### **Termination for Default**

- If the agency fails to deploy any or all of the services defined in the tender / work order within the specified time period(s) or any extension thereof granted by JCERT
- If the agency fails to perform any other obligations(s) under the contract and/or any of the statutory requirements under the rules and regulations of the Govt.;
- If the agency, in either of the above circumstances, doesn't not take remedial steps within a period of 30 days after receipt of the default notice from JCERT(or takes longer period in spite of what JCERT may authorize in writing), JCERT reserves the right to terminate the contract / work order in whole or in part, as deemed appropriate. Security Deposit of such defaulting agency(s) shall be forfeited and the defaulting agency shall be debarred from participating JCERT Tenders for a period of three years.
- JCERT may at its discretion get the work done at the cost and risk of such defaulting agency and the defaulting agency shall be liable to compensate JCERT for any extra expenditure involved to complete the scope of work in totality. In addition, the defaulting agency shall also be liable to pay 10% of the work order as cancellation charges for each unexecuted order.
- The agency is liable for damages on account of any violation by the employees deployed under the Information Technology Act and other prevalent laws of the country.
- Agency shall provide an undertaking for the implementation of Data Confidentiality and privacy of the projects undertaken.
- In case, the person employed by the Agency commits any act of omission/ commission that amounts to misconduct/indiscipline/incompetence, the Agency will be liable to take appropriate disciplinary action against such persons, including their removal from the site of work / project and any other necessary action as required by JCERT and provisions of the legal framework of the country.
- The Agency shall replace immediately any of its personnel who are found unacceptable to this Department because of security risks, incompetence, conflict of interest, improper conduct etc. upon receiving a notice from JCERT

## **28. Force Majeure**

Neither party shall be responsible to the other for any delay or failure in performance of its obligations due to any occurrence commonly known as Force Majeure which is beyond the control of any of the parties, including, but not limited to, fire, flood, explosion, acts of GoA or any Governmental body, public disorder, riots, embargoes, or strikes, acts of military authority, epidemics, strikes, lockouts or other labor disputes, insurrections, civil commotion, war, enemy actions. If a Force Majeure arises, the Bidder shall promptly notify Tenderer in writing of such condition and the cause thereof. Unless otherwise directed by Tenderer, the successful bidder shall continue to perform his obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The successful bidder shall be excused from performance of his obligations in whole or part as long as such causes, circumstances or events shall continue to prevent or delay such performance

## **29. Payment Terms**

- a. The payment will be made as per actual quantity of item supplied and number of filled-up OMR scanned.
- b. 50% Payment will be released on submission of invoice along with delivery challan of the Supply of OMR sheets to all the district Locations.
- c. Remaining 50% payment will be Released after completion of the scanning and data extraction from the OMR as per work order.
- d. Payment will be in Indian Rupees only

## **30. Bankruptcy & Insolvency**

JCERT can terminate the contract if the bidder becomes bankrupt and/or loses the desired state of solvency with a notice of 15 (fifteen) days. JCERT in such cases of termination, will not be responsible for any loss or financial damage to the service provider resulted due to termination. JCERT will also, in such cases have the right to recover any pending dues by invoking the performance bank guarantee or any such instrument available with JCERT.

## **31. Validity**

Validity of the rate finalized shall be for a period of one year from the date of work order. However, the tenderer and the successful bidder, on a mutually acceptable basis, may extend the contract at the same rate for another period of 1 year based on the review by the tenderer.

## **Implementation Schedule**

Sl. No.	Name of Activity	Schedule
1	Award of Contract and signing of contract	Within 7 days of opening Commercial
2	Printing and Supply of OMR to Blocks	Before 20 days of the Examination
3	Installation of Scanning Infrastructure Computers, laptops, Scanner , etc	Before last day of Examination as per the Requirement
4	Starting of Scanning	Within 5 days after end of the examination
5	Completion of scanning	Scanning will done @1 lakhs sheet per day post 20 days of Exam
6	Validation and data cleaning and submission of final database	Within 25 days after completion of Survey

## **32. Schedule of Requirement**

### **Details of OMR:**

OMR paper should be 105 GSM and will be used for scanning.

Colour of OMR: Black and White

For Scholastic Evaluation:

- Class wise OMR One side for Reading, Writing and Numeracy.
- 60 in one sheet with name & Code/ID of student. (60 in one side)
- Skill wise specification of columns:

### **Packeting & Distribution:**

The OMR formats with students name and Student Code/ID sorting by class wise for one school should be inserted in a single packet.

The school wise packets against each Block should clubbed together to form District packet and such packets of all cluster of block will be inserted in a single box which will be dispatched by the selected bidder.

### **Scanning & Data Extraction :**

The Scanning of OMR sheets to be done school/Block/District wise at the centralized Scanning and Data Processing center at the designated location by JCERT at a Centralized/District locations as per JCERT.

The Required reports to be generated from the OMR software as per the requirement of JCERT.

SECTION – IV :  
ANNEXURE – FORMATS

Annexure 1 – Covering Letter

On Company's letter head.

Date: dd-mm-yyyy

To,  
Director  
JCERT  
Jharkhand

Reference: Name of Tender \_

Dated: \_\_\_\_\_

Sir,

We, the undersigned, offer to provide the services in accordance with your Request for Proposal. We hereby submit our Proposal, which includes the Pre-Qualification Proposal and Technical Proposal along with requisite EMD and tender fees.

We hereby declare that:

- All information and statements made in our Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.
- We are not banned or blacklisted by any Government/Government Undertaking/ Institutions in India.
- There are no deviations from the terms and conditions of the tender.
- The Bidder is a Directorate and the person signing the tender is the constituted attorney.

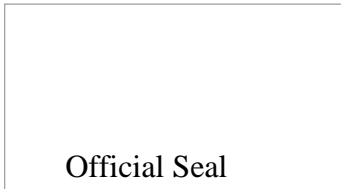
In the event of acceptance of our bid, we do hereby undertake:

- To undertake the assigned project time to time based on procedure carried out by JCERT at that time and provide full support.
- We enclose herewith the complete Technical Proposal along with this covering letter as required by you. This includes:
- All documents required in Prequalification and Technical Proposal in the prescribed format in chronological order.
- Separate Demand Drafts for Tender fee & EMD as per the requirement of RFP as indicated in "Important Information" are enclosed in the cover containing pre-qualifying requirements.

We agree to abide by our offer for a period of 180 (one hundred and eighty) days from the last date of submission of proposal prescribed by JCERT and that we shall remain bound by a communication of acceptance within that time.

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

We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and notification of award of contract, shall constitute a binding contract between us.



Signature of Bidder (with official seal)

Name :

Designation :

Address :

Telephone :

Fax :

E-mail address :

Details of Enclosures :

1.

2.

3.

**Annexure 2 – Bidder’s Profile**

Sr. No	Particulars	Details
1.	Name of the Firm	
	Registered Office Address Telephone Number Fax Number Web site	
3.	Address of Office (Submit documentary proof physically)	
4.	Contact person Details Name & designation Mobile Number Telephone Number Fax Number e-mail	
5.	Is the firm a registered company? Year and Place of the establishment of the Company If yes, submit documentary proof physically.	
6.	Former name of the company, if any.	
7.	Is the firm - Government/Public Sector Undertaking Proprietary Firm Partnership firm (if yes, give partnership deed physically) Limited company or Limited Corporation Member of a <i>group of companies</i> (if yes, give name and address, and description of other companies physically) Subsidiary of a large corporation (if yes give the name and address of the parent organization) If the company is subsidiary, state what involvement if any, will the parent company have in the project.	
8.	GST No	
9.	PAN No	
10.	Is the firm registered for Service Tax? If yes, Submit valid Service Tax registration certificate physically.	
11.	Is the firm registered for Professional Tax? If yes, Submit valid PTax registration certificate physically.	
12.	Is the firm registered for Provident Fund? If yes, Submit valid PF registration certificate physically.	
13.	Submit physically the organizational chart showing the structure of the organization including the names of the directors and the position of the officers. Total number of employees	



Sr. No	Particulars	Details
14.	Number of years of experience as a contractor	
15.	Are you registered with any Government/Department/Public Sector Undertaking (if yes, give details)	
16.	How many years has your organization been in business under your present name? What were your fields when you established your organization?  When did you add new fields (if any)?	
17.	Number of Offices/Project Locations	
18.	Please give details of staff, infrastructure etc in the local office and no. of years of operation of the local office.	
19.	Does your organization have SEI –CMM/ISO 9000 certificates? If so, submit copies of the certificates physically. State details, if certified by bodies, other than that stated.	
20.	List the major clients with whom your organization has been/is currently associated.	
21.	Were you ever required to suspend a project for a period of <i>more than three months continuously after you started? If so, give the names of project and reasons for the same.</i>	
22.	Have you in any capacity not completed any work awarded to you? (If so, give the name of project and reason for not completing the work)	
23.	In how many projects you were imposed penalties for delay? Please give details.	
24.	Whether your organization has Bank's certificate of solvency. If yes, submit documentary proof physically.	
25.	Have you ever been denied tendering facilities by any Government/Department/Public sector Undertaking? (Give details)	
26.	Functional Background of the Firm	
27.	Complete details of Existing Hardware/Licensed Software Platforms	
28.	Examination Projects carried out by agency, Give detail	

### **Annexure 3 – Financial Information Summary**

Overall Turnover:

Sr. No.	Description	Financial Year (Rs. in Lac only)		
		2014-15	2015-16	2016-17
1.	Turnover			
2.	Net Profit			
3.	Net Worth			

Turnover for Data Processing Area:

Sr. No.	Description	Financial Year (Rs. in Lac only)		
		2014-15	2015-16	2016-17
1.	Turnover			
2.	Net Profit			
3.	Net Worth			

Signature of Bidder (with official seal)

Date :

Name :

Designation :

Address :

Telephone :

Fax :

E-mail :

Signature of Chartered Accountant

Date

Name

Membership No

Address

Telephone

Fax

E-mail :

Note: Please submit audited balance sheet and Profit & Loss statement of above years.

**Annexure 4 – Firm Experience**

(Relevant to the nature of Project)

**Annexure 5 – Qualification & Experience of Management and Technical Staff**

Sr. No.	Name	Qualifications	Years of Experience	Area of Expertise	Position Designation
1.					
2.					
3.					
4.					

**Annexure 6 – Curriculum Vitae of Management & Technical Staff**

(CVs of Key Persons only)

Proposed Position [only one candidate shall be nominated for each position]: Name of Firm [Insert name of firm proposing the staff]:

Name of Staff [Insert full name]:

Date of Birth: \_\_\_\_\_

Nationality: \_\_\_\_\_

Employment Record [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment: Period of employment (From To in mm-yyyy),..

Education [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:

Membership of Professional Associations:

Other Training [Indicate significant training since Education degree obtained]:

Countries of Work Experience: [List countries where staff has worked in the last five years]:

Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:

name of employing organization, positions held, brief description of activities.

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date:

[Signature of staff member or authorized representative of the staff] Day/Month/Year

Full name of authorized representative:

**Annexure 7 – Format for Pre-Bid Conference Queries / Clarifications**

Name of the Bidder : \_\_\_\_\_

Address : \_\_\_\_\_

Phone No. (with STD code) : \_\_\_\_\_

Fax No. (with STD code) : \_\_\_\_\_

Mobile No. : \_\_\_\_\_

e-Mail ID : \_\_\_\_\_

Sr. No.	Section No. – Clause No. – Paragraph/ Bullet No. -	Corresponding page no in the RFP Document	Particulars of the query/clarification	Remarks of JCERT
1				
2				
3				
4				

Authorized Signatory: \_\_\_\_\_

Designation: \_\_

(If the queries/clarifications are submitted through e-mail, the bidder shall send the queries/clarifications through official e-mail IDs only.)

## **Annexure 8 – Format for Bank Guarantee**

Ref.: \_\_

Bank Guarantee No.: \_

Date: \_\_

To,

Director, JCERT

Jharkhand

Whereas \_\_\_\_\_ (here in after called "the Bidder")

has submitted its bid dated \_\_\_\_\_ in response to the Tender no:

KNOW \_\_\_\_\_ ALL MEN by these presents that WE

\_\_\_\_\_ having our registered office at

\_\_\_\_\_ (hereinafter called "the Bank") are bound unto the JCERT in the sum of \_\_\_ for which *payment* well and truly to be made to JCERT, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this day of \_\_\_\_\_ 2019.

The Conditions of this obligation are:

1. The Performance security may be forfeited:
  - a. In case of a successful Bidder, if the Bidder fails:
    - To deliver the works as per the Contract as mentioned above within the time limit stipulated by purchaser or
    - If the bidder is found to be involved in fraudulent practices.
    - If the successful bidder fails to complete the work as per prescribed time limit, the performance security of the successful bidder will be forfeited.
    - JCERT also reserves the right to blacklist such bidder from participating in future tenders if sufficient cause exists.

We undertake to pay to the JCERT up to the above amount upon receipt of its first written demand, without JCERT having to substantiate its demand, provided that in its demand JCERT will specify that the amount claimed by it is due to it owing to the occurrence of any of the abovementioned conditions, specifying the occurred condition or conditions.

This guarantee will remain valid up to One year from the date of issue i.e. DD.MM.20XX. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the OWNER/PURCHASER further agrees that if this guarantee is extended for

a period as mutually agreed between bidder & owner/ purchaser, the guarantee shall be valid for a period so extended provided that a written request for such extension is received before the expiry of validity of guarantee.

The Bank shall not be released of its obligations under these presents by any exercise by the OWNER/PURCHAER of its liability with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of the OWNER/PURCHASER or any other indulgence shown by the OWNER/PURCHASER or by any other matter or things.

The Bank also agree that the OWNER/PUCHASER 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 SELLER and not withstanding any security or other guarantee that the OWNER/PURCHASER may have in relation to the SELLER's liabilities.

Dated at \_\_\_\_\_ on this day of \_\_\_\_\_ 2018.

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Signed and delivered by

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For & on Behalf of

Name of the Bank & Branch & Its official Address

\*\*\*\*\*