



Government of Jharkhand
(Department of Personnel, Administrative Reforms & Rajbhasha)
JHARKHAND STAFF SELECTION COMMISSION
F-49/50, Sector-III, Dhurwa, Ranchi-834004
Web address: www.jssc.in

TENDER DOCUMENT

FOR

**Still Photography of Candidates at the examination
center/Centers**

Tender No: 01/2015

Price Rs. 100/-

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Tender No. 01/2015
NOTICE INVITING TENDER

Jharkhand Staff Selection Commission is a Government Recruitment Organization for recommendation of candidates for recruitment against non-gazetted post under Govt. of Jharkhand.

Recruitment for various post are done mostly through open competitive written exam (which includes different tiers of exam for some of exams) followed by skill test as per Recruitment rule applicable for these posts.

Written examination(s) are conducted within the geographical limits of State of Jharkhand.

Proposal from reputed, experienced and financially sound Companies/Firms/Agencies are invited for taking still photograph of examinees are invited under Two Bid System i.e. Technical Bid and Financial Bid.

The schedule of activity is as follows:

S.N.	Activity Description	Time Schedule
1	Tender No. 01/2015	
2	Pre Bid Conference	11/01/2016. At 11.30 AM in Commission Office.
3	Finalization of Bid Documents	13/01/2016
4	Time and last date of depositing tender / Bid	14.00Hrs / 19-01-2016
5	Time and Date of Opening of Tender / Technical Bid	15.30 Hrs/ 19-01-2016
6	Time and Date of Opening of Financial Bid	15.30 Hrs./ 20-01-2016
7	Minimum Validity of tender offer	90 days from the date of Opening
8	Services to be offered	Photography of candidates appearing in examination(S) center(s) and submitting the soft copy of photographs with examination centers) and roll number of candidates.
9	Estimated number Examination to be held in calendar year	Minimum 4 .
10	Earnest Money Deposit with BID	Rs. 25,000/-
11	Duration of agreement	Two Year from the date of award of agreement , with Provision for extension up to two more year with one year at a time.
12	Cost of Bid Document	Rs.100/-

Tender document can be obtained from Deputy Secretary Jharkhand Staff Selection Commission after paying cost of bid document through DD in favor of Jharkhand Staff Selection Commission Ranchi, payable at Ranchi. Tender document can also be downloaded from the web site of the Commission. The cost of the tender document in the form of Demand Draft in favor of Jharkhand Staff Selection Commission (Ranchi), is to be **enclosed with the bid along with requisite Bid security & other documents, failing which the tender will be out rightly rejected**. The Demand draft of cost of tender form and of Earnest money should bear the date after publication of Tender Notice in News Paper.

The interested Companies/ Firms/ Agencies may submit their Bid complete in all respect (**As mentioned in clause 22 of section I & Clause 16 of section II**) along with Earnest Money Deposit (EMD) of Rs. 25,000/- from 10:30 AM of 13-01-2016 up to 17.00 hours on 19-01-2016 in Commission Office at F-49/50, Sector-III, Dhurwa, Ranchi-834004. Tenders can also be sent by courier/ post but it must reach the Commission office till 17.00 Hrs. of 18-01-2016. Delay by courier/Post office is not acceptable. The tenders shall not be entertained after this deadline under any circumstances whatsoever.

Deputy Secretary,
JSSC.

Signature of bidder with seal

CHECK LIST FOR BIDDERS

SN	Documents	Yes/No/(N/A)
1.	Cost of Tender documents. DD No. Amt. Date	
2.	EMD DD No. Amt. Date	
3.	Whether all the Pages are seal and signed & properly tagged with all documents?	
4.	Whether Bidder's Profile(Section-III) is filled up	
5.	Whether Self Attested copy of Registration of the firm is attached?	
6.	Self Attested copy of Partnership Deed or Proprietorship deed / Memorandum of Association / Articles as applicable.	
7.	Self Attested copy of PAN card.	
8.	Self Attested copy of Service Tax Registration Certificate.	
9.	Self Attested copy of Experience certificate (Minimum three year experience of similar nature of work during last three year from the date Of inviting Tender).	
10	Declaration regarding no relative working in Jharkhand Staff Selection Commission on Rs. 20/- Stamp Paper & notarized (Section-V)	
14.	Letter of Authorization for attending tendering process, in original(if applicable) (Section-VI)	
15.	Declaration towards Non –Tampering of tender document. (Section-VII)	
11.	Declaration about Blacklisted/Non-Blacklisted company Rs. 20/- stamp paper & notarized (Section-VIII)	
12.	Power of Attorney in original, in case tender document is signed by person other than tenderer or tendering company.	
13.	Technical Bid (Clause 22 of Section I & Clause 16 of Section II)	
14.	Financial Bid (Section-IV)	

Signature of bidder with seal

SECTION-I
GENERAL INSTRUCTIONS TO BIDDERS

1. The tenderer must read carefully all the terms, conditions and specifications before filling up the tender and his bid.
2. In respect of the matters pertaining to this bid, tenderer shall not directly or indirectly bring or attempt to bring any political or outside influences or intervention through any association, union or organization. All disputes, differences, clarifications etc. arising out of this agreement will be represented by tenderer himself or by his authorized representative at Ranchi only.
3. The Tenderer shall be bound by all terms, conditions and specifications as detailed in this tender document.
4. It may be noted that the tender notice is only for fixing a rate and selecting an agency and shall not be construed as invitation to bid for providing the job i.e. there is no guarantee for award of work.
5. Any tenderer participating in this tender should make sure that he/she has the necessary eligibility /capability to accomplish the task timely, efficiently and accurately.
6. It is implied that the tenderer has obtained all necessary information directly or indirectly affecting the agreement such as legal stipulation, possible delays and hindrance or interference in executing the agreement and has satisfied him/her before making the offer. Unexpected difficulties or expenses shall NOT be considered excuses for difficulties in performing the agreement. The rate quoted should take all factors into consideration.
7. The tenderer acknowledges that he assumes all risks contingent upon the nature of the agreement to be actually encountered by him in executing the agreement, even though such actual conditions may result in the tenderer performing more or less work than that originally anticipated.
8. The tenderer who are confident of executing the agreement in time by employing the required resources, manpower and materials should only participate in this tender offer.
9. The tender schedule shall be read in conjunction with General Instructions to bidders, Terms & Conditions of Contract and Additional Conditions if any. The tenderer shall be deemed to have carefully examined all these documents. **It is further understood and agreed that the tenderer by careful examination satisfied him/ her with the terms and conditions of the tender document.**
10. The quantities indicated in tender may increase or decrease in each category depending of requirement.

11. SUBMISSION OF BIDS :

The tenders should be submitted in sealed covers super scribed "Tender For Still Photography of Candidates at the examination center/Centers"

The tender should be addressed to Deputy Secretary, Jharkhand Staff Selection Commission, F-49/50, Sector III, Dhurwa, Ranchi-834004 .

12. Method of preparation of bid

- a) Bid for each tender should be submitted in two sealed envelopes placed inside a main sealed envelope. The envelopes inside the main envelope should contain the following;

Envelope	Marked on the cover	Contents of Envelope
First	Technical Bid	Should contain EMD, cost of tender form and documents as per clause 22 of Section I (General Instruction) .
Second	Financial Bid	Rates duly quoted by the tenderer in the prescribed format in Section IV . Conditional Bid will be rejected.

The outer envelopes for Technical and Financial bids should be sealed with PVC tape/ Adhesive tape, and the document should not be sealed merely with gum or stapler pin. These envelopes are to be placed inside an outer envelope (Main envelop) and properly sealed as mentioned above. The tenders which are not submitted in above mentioned manner shall be summarily rejected

- b) The tenderer will be bound by all terms, conditions & specifications as detailed in the tender documents.
- c) **Any tender with conditions other than those specified in the tender documents, is liable to be summarily rejected.** No modification by the agency in any of the conditions will be permitted after the tender is opened.
- d) No person is permitted to bid for tender whose relative(s) is (are) working in Jharkhand Staff Selection Commission, Ranchi. The tenderer thus should give certificate on Rs. 20/- Revenue Stamp paper duly attested by Public Notary along with tender documents that none of his/her relative is working in Jharkhand Staff Selection Commission, Ranchi. Near relative for this purpose is defined in section V.

Note: - The "Financial bid for Technically qualified Tenderer shall be opened."

- 13. **LATE BIDS:** Tenders will not be received after the specified time of closing of the tender and the same shall be rejected and returned unopened to the bidder. It is the sole responsibility of the tenderer that he should ensure timely submission of tender.
- 14. The tenderer shall quote the rate in English or Hindi only, both in words and figures only in the manner as specified for every mentioned item separately.
- 15. The rates quoted in words will have precedence over the rates quoted in figures.
- 16. **All corrections, additions and alterations in the entries and tender papers will be signed in full by the tenderer with date. No errors or overwriting shall be permissible unless signed by the tenderer with date.**
- 17. The tender shall contain the name, address of residence and place of business of tenderer and shall be signed by the tenderer with his usual signature. Partnership firms shall furnish full names and addresses; in case the authorized representative signs it in that behalf, tender shall accompany the **"Power of Attorney"**. In case of the partnership **original** firm, self attested true copy of the **partnership deed must be submitted** along with the tender. Similarly in case of company the Self Attested copy of **Memorandum of Article & Association should be submitted.**
- 18. The tenderer shall certify and sign on each and every page of tender document at the bottom right hand corner and also will sign wherever required in the tender document as his acceptance of each and conditions of the agreement.
- 19. Earnest Money shall be paid by Demand Draft drawn on any Nationalized or Scheduled Bank in favor of the Jharkhand Staff Selection Commission payable at Ranchi as mentioned in the notice inviting tender. Earnest Money in cash or in the form of cheque or in any other form will not be accepted.

20. Interest shall NOT be payable on the Earnest Money deposit.
21. The Earnest Money of the successful tenderer will be adjusted towards security deposit and of the unsuccessful tenderer will be refunded without interest within reasonable time after final decision of the tender, normally within one month from the date of opening of tenders.
22. **The following documents must be submitted by the bidder with technical bid.** The contracting firm/ agency/ company should be registered with appropriate authorities and Self Attested copy of registration **must be** attached.
- a) Self Attested copy of **Service Tax Registration** certificate issued by competent authority.
 - b) Self Attested Copy of **PAN Card**.
 - c) Self Attested Copy of **experience Certificate/ work order** (Minimum three experience/ work order of photography services in multiple City simultaneously in written exam of recruitment agencies or similar nature of work during the last three year from the date of publication of Tender Notice.) of value of Rs. Two Lacks in Central Govt. /State Govt./CPSU/Nationalized Bank/State PSU .The certificate should be issued by the officer of the rank of Branch Manager/Executive Engineer/Under Secretary or above.
 - d) Bidder's profile as per **section III**.
 - e) **Certificate on Rs.20/- stamp paper notarized**, regarding no near relative is working in Jharkhand Staff Selection Commission Ranchi as per **section V**.
 - f) Declaration towards Non –tampering of tender document as per section VII.
 - g) **Certificate on Rs.20/- stamp paper notarized**, regarding Blacklisting and Non- Blacklisting of firm/company/agency as per **section VIII**.
 - h) Self Attested copy of Partnership Deed or affidavit in original regarding sole proprietorship in case of proprietorship firm / Memorandum of Association / Articles as applicable.
 - i) Tender document(s), in original duly filled in and signed by tenderer or his authorized representative along with rubber seal on each page. All corrections and overwriting must be initialed with date by the tenderer or his authorized representative.
 - j) Original **"Power of Attorney"** in case person other than the tenderer has signed the tender documents.
 - k) In case of downloaded tender document, cost of tender document in the form of Demand Draft in favor the Jharkhand Staff Selection Commission, Ranchi, payable at Ranchi.
 - l) Bid Security in the form of Demand Draft in favor of the Jharkhand Staff Selection Commission, Ranchi., payable at Ranchi.

23. REJECTION OF TENDERS

The authority inviting tenders, at his sole discretion shall reserve the right to reject or cancel consideration of any or all tenders:

- a) If the requisite Earnest Money Deposit/ cost of Tender document in the manner does not support the tender provided therein.
- b) If the tender is **not duly signed**, or **not found proper or complete** to the satisfaction of JSSC in any of the requisite matters, particular(s) or formalities or for any reason(s) which shall not be disclosed to the tenderer(s).
- c) If the tenderer seeks changes in terms and conditions, specifications or time limits as envisaged in the agreement.
- d) If tender consists of unwarranted comments, conditions, deviations in specification or any other omissions or commissions compared to documents.
- e) If the financial Bid is conditional,
- f) Without assigning any reason thereof.

24. The bid submitted by tenderer will remain valid for acceptance for a period of **90 (Ninety) days** from the date of opening of the tender. Tenderer shall not be entitled during this period of Ninety days, without the consent in writing of Jharkhand Staff Selection Commission to revoke or cancel or modify his bid submitted or in thereof. The JSSC shall communicate the acceptance of tender to the successful tenderer. Due to administrative reasons, extension of the time period, if requested by the Jharkhand Staff Selection Commission in writing, the tenderer shall accede to such request for extension and communicate his acceptance to the JSSC in writing.
25. Tender will be accepted and rate will be finalized only with those of the tenderer(s), who in the opinion of JSSC shall have capacity and resources to execute the agreement in the prescribed time as per the time schedule.
26. The JSSC reserves the right to award the work or part thereof to **one or more tenderers** whose rate may not necessarily be the lowest. The decision of Jharkhand Staff Selection Commission in this regard shall be final and binding.
27. Any clarifications on details of the work order can be obtained from Deputy Secretary, JSSC before the date specified for opening of the tender.
28. Any attempt to negotiate directly or indirectly by tenderers with the authority to whom the tender is submitted or with the authority who is competent to accept the tender or endeavors to secure interest for actual or prospective tender or to influence by any means will disqualify the tender and same will be summarily rejected and action to black-list the tenderer will be taken by the competent authority.
29. No Gazetted Officer employed in JSSC is allowed to work as a contractor for a period of two years of his retirement. This agreement is liable to be cancelled if either the agency or any of his employee is found at any time to be such a person who had not obtained permission of JSSC as aforesaid before submission of the tender or engagement in the agency's service as the case may be, and any security deposit, earnest money deposit and any other bills due for payment shall stand forfeited forthwith. Under the above circumstances, such agency shall not claim any type of relief or remedy of whatever nature, from the JSSC for his illegal act.
30. JSSC assumes no responsibility whatever for any oral understandings or representations made by any of its officers or agents or servants prior to the execution of the agreement.
31. No communication from the tenderer in the form of any clarification or information/document lost sight of in the original tender etc. will be given any consideration, unless any such clarification has been sought for by the JSSC.
32. JSSC reserves the right to postpone the date of opening of tender or to cancel the tender notice without assigning any reasons thereof. Any request from tenderers to postpone or to change date of opening of the tender due to any reason, whatsoever, will not be considered.
33. JSSC is not bound to accept the lowest tender and reserves absolute right to reject any or all tenders without assigning any reason thereof.
34. The tender form and Document shall be non-transferable.
35. These instructions to the Tenderer/Bidder shall be deemed to form part of the Agreement/Contract for the work.
36. The tender will be in force for a period of **Two Year** commencing from the date of execution of agreement. **Jharkhand Staff Selection Commission may extend the period of agreement for up to two more year (one year at a time) from the date of its expiry on the same terms and conditions. Similarly the JSSC can also reduce the period of agreement which shall be binding on the agency.**
37. In case the date of opening of tender is declared a holiday, the tender will be opened on the next working day.

SECTION-II

Terms and Conditions of Contract

1. About Jharkhand Staff Selection Commission

1.1. Jharkhand Staff Selection Commission conducts the examination for recruitment against non gazetted posts of State Govt., as per requisition from time to time.

Following are the main Open Examinations conducted by JSSC –

- (i) Combined Graduate Level Examination.
- (ii) Combined Intermediate Level Examination.
- (iii) Combined Matric Level Examination.
- (iv) Combined Diploma Level Examination .
- (v) All other examinations as per instructions and requisition of the State Government.

2. Examination Centre (Cities) :

Jharkhand Staff Selection Commission conducts written examination normally at District HQs across the State however if required centers may be at other cities/Blocks also.

3. Scope of Still Photography: Still Photography of examinations should start on the examination

day and continue till last candidate is photographed in a particular examination center. Examinations are held in both single and / or double shifts/sessions. Each examination room shall have 24 candidates with two Invigilators or their multiple of 12. Still photography of each candidate, appearing at the examination centre(s), present during the written examination, shall be performed hall-wise and preferably in serial order. During photography it should be ensured that the full frontal view of the candidates face with his/her roll numbers is captured. Candidates should be advised to hold their admit card close to **their chest so that their Roll Number and Photo printed thereon is clearly visible in the photo shot. Roll Number Data Base will be made variable to the agency by the commission. The hard disc should be handed over to the JSSC. Adequate Back-up should be taken and kept in readiness for use, if required. The hard disc will be supplied to the agency by J.S.S.C.**

4. Retention and Submission of records

4.1. The complete record of the photography, session-wise, Roll numbers wise and venue-wise should be handed over to the JSSC (as the case may be) **within fifteen days after completion of the Written Examination in external hard-discs.** Adequate Back-up should be taken and kept in readiness for use, if required.

5. Selection of photographer :

5.1. The Photographers engaged for each venue should be of good character, experienced and should possess Identity Cards/ Authority Letters signed by the authorized signatory of the agency. Commission to provide details at least one week earlier of examination as far as possible.

6. Single authority letter will be issued to the agency containing list of venue for Photography by JSSC. Name of the person authorized for photography will be intimated to venue supervisor well in advance.

7. **Identity Card: All photographer engaged should bear the identity card issued by the authorized person of the agency. They should also possess ONE ORIGINAL PHOTO ID SUCH AS PAN CARD/ADHAR CARD/DRIVING LICENSE ETC ISSUED BY ANY GOVERNMENT AGENCY while on duty.**

8. **Quality of Photography:** The photos should be of high quality so that the images do not become grainy and fuzzy upon magnification up to 04 times the original image size. Roll No. of candidate printed on Admit card should be clearly visible in photo shot. Digital S.L.R. camera must be used. Roll No. to be printed in bold letters.

9. The work shall be undertaken as per instructions/guidelines given by the Deputy Secretary, JSSC, Ranchi from time to time.

Signature of bidder with Seal

10. The Agency shall have proper Work Place, Manpower including technical Manpower, Computer, etc. (Provide relevant documentary proof).
11. The Agency shall ensure that any details of office, operational process, technical know-how, security arrangements, and administrative/organizational matters are not divulged or disclosed to any person by its personnel deployed and **utmost secrecy and confidentiality must be maintained. Any incidence of compromise with secrecy and confidentiality by the agency shall be construed as breach of agreement and appropriate penal action shall be taken.**
12. The Cities as well as the Centers where photography is to be done will be decided solely by the Commission based on the needs and the successful tenderer must carry out the work at such Cities and Centers as Stipulated by the Commission.
13. **EARNEST MONEY DEPOSIT (EMD)/ Bid Security:**

The EMD (Earnest Money Deposit) for an amount of Rs. 25,000/- (Rupees Twenty Five Thousand Only) should be in the form of Demand Draft. The DD should be in favor of Jharkhand Staff Selection Commission Ranchi, payable at Ranchi. Earnest Money Deposit in any other form will not be accepted. Earnest Money of the successful bidder will be adjusted against the performance security. No exemption of EMD shall be allowed to anyone including PSU/Cooperative Society / Govt. Organization. Tender Bids without EMD or EMD of lesser amount shall be summarily rejected. EMD shall be returned/ refunded to unsuccessful bidders.

14. **PERFORMANCE SECURITY:**

- 15.1. **Earnest Money** of Rs 25,000/- deposited at the time of submission of the tender will be converted into Performance Security Deposit on the acceptance of the tender.
- 15.2. The successful tenderer will have to deposit a Performance Security Deposit of 10% of work order value including BID EMD of Rs. 25,000 at the time of signing of agreement within 10 working days of the issue of the letter of intent. The performance security will be furnished in the form of the Account Payee Demand Draft/Bank Guarantee drawn in favor of the Jharkhand Staff Selection Commission, Ranchi Fixed Deposit Receipt (FDR) from a Commercial Bank made in the name of the Company / Firm / Agency but hypothecated to the JSSC, payable at Ranchi. The performance security should remain valid for a period of 90 days beyond the date of completion of all the contractual obligations.
- 15.3. Security Deposit shall **not bear any interest for any period whatsoever**, and therefore, Interest shall not be payable by the JSSC on the Security Deposit or on amounts payable to the Contractor under the **agreement**.
- 15.4. **Security Deposit shall be liable for appropriation / adjustment against any liquidated damages for delayed execution.** If the agency fails or neglects to perform any of his obligation under the agreement, it shall be lawful for the JSSC to forfeit either whole or any part of the Security Deposit furnished by the agency after issuing a "SHOW-CAUSE" Notice to the agency .
- 15.5. The Security Deposit shall be considered for adjustment against liquidated damages only at the time of final conclusion of the agreement and final settlement of account.
- 15.6. All the compensation or other sum of money payable by the agency under the terms of this agreement may be deducted from the Security Deposit or from any sum which may be due or may become due to the agency by the JSSC on any account whatsoever and in the event of his security deposit being reduced by reason of any such deductions, the agency shall within ten days make good in cash the amount required to make good in

Signature of bidder with seal

full, the security deposit. Otherwise, they said balance in full shall be collected from the bills of the agency.

15.7. If the agency duly performs and completes the work in all respects, the JSSC shall refund the Security Deposit to the agency after deducting all costs and other expenses that the JSSC may have incurred for making good any loss due to any action attributable to the agency which the JSSC is entitled to recover from the agency.

15.8. **Security Deposit will be refundable only after full settlement of final bill for the work order issued/executed under the agreement and on submission of NOC from the all section of JSSC.**

16. **Minimum Eligibility criteria for bidder:**

The following documents must be submitted along with tender document. Any tenderer submitting bid without documents, those specified below, is liable to be summarily rejected:-

- a) Bidder must be a firm/ agency/ company that should be registered with appropriate authorities and Self Attested copy of **registration** may be attached. Self Attested copy of **Partnership Deed or** affidavit in original regarding sole proprietorship in case of proprietorship firm/ **Memorandum of Association / Articles** as applicable.
- b) Bidder must have **Service tax registration number** issued by competent authority.
- c) Bidder must have **PAN card**.
- d) Self Attested Copy of **experience Certificate** -Minimum experience of providing of managing STILL PHOTOGRAPHY or similar nature of work at multiple cities on same day and time during the last three year from the date of PUBLICATION OF Tender notice of value of Rs. Two Lacks in Central Govt. /State Govt./CPSU/Nationalized Bank/State PSU etc. The certificate should be issued by the officer of the rank of Branch Manager/Executive Engineer/Under Secretary or equivalent or above.
- e) Bidders profile dully **filled & signed as per section III**.
- f) Certificate of "No firm/company near relative" be working/employed in of JSSC to the be executed on Rs.20/- Stamp paper & Self Attested by Public Notary/Executive Magistrate by the bidder (Section-V).
- g) Declaration towards **Non –tampering of tender document** (Section-VII).
- h) Certificate BLACKLISTING of bidder executed on Rs.20/- Stamp paper & attested by Public Notary/Executive Magistrate by the bidder(Section-VIII).
- i) All the tender document **pages are sealed and signed**.
- j) Original "**Power of Attorney**" in case person other than the tenderer has signed the tender documents.

17. **FINANCIAL EVALUATION of**

17.1. In case of tie, preference to be given to the bidder/tenderer who have more experience /infrastructure to execute the work.

Signature of bidder with seal

18. **SIGNING OF THE AGREEMENT**

The selected agency will be required to enter into an Agreement with Jharkhand Staff Selection Commission within **10 (Ten) working days** of being called upon on a non-judicial **stamp paper of Rs. 100/-**(One hundred only) at his own cost and in the form annexed hereto to this effect. Such agreement must conform to all the terms and conditions of Tender document and other such condition in the tender offer as may be agreed upon by Deputy Secretary JSSC authorized by commission.

19. The JSSC reserves the right to cancel the agreement executed without any compensation whatsoever to the agency any time before the award of the work. The action of JSSC under this clause shall not construe the breach of agreement.

20. **FORFEITURE OF EARNEST MONEY:** In the event of failure of the tenderer to execute the Agreement or failure to remit the required security deposit **within seven working days** of being called upon to do so, the amount of Earnest Money shall stand forfeited. The acceptance of the tender will be re-considered or revoked or cancelled at the discretion of JSSC which will not amount to imposing of penalty.

21. **PERIOD OF CONTRACT:**

21.1. The selected agency will be for a period of Two year initially from the date of signing the agreement. The agreement with the agency can also be extended for a further period of maximum of two years, one year at a time, upon satisfactory performance of the Agency and requirement of the Commission.

21.2. The agency shall be liable to complete all pending activities in respect of work already assigned during the period of Contract/Agreement.

21.3. After the expiry/Termination of Agreement with Agency by whatever reason, the Commission would be entitled to get the work done from any other firm/agency or person and the bidder would be liable to hand over all materials to the Commission and will not object in any manner to the work being completed by any other agency.

22. **PAYMENT TERMS AND CONDITIONS**

22.1. The agency shall submit bills in duplicate after successful completion of works as per work order within fifteen days along with photography records in reliable media. and certificate of photography done from Center Superintendent/ Static Magistrate/ as the case may be

Signature of bidder with seal

22.2. Payment will be made only after the Commission is satisfied about the completion of work in terms of quality & quantity.

22.3. TDS will be deducted as per prevalent rule of Income Tax Act.

23. **PENALTIES:**

23.1. The Agency shall be responsible for 100% accuracy in the execution of work. The agency shall be responsible for completion of work as per time schedule stipulated in the Bid document/agreement and as per the direction of the Commission.

The Commission will have the right to impose a penalty. The quantum of penalty levied will be based on whether the laxity of work is major or minor. Decision of the Deputy Secretary, JSSC Ranchi will be final on this.

23.2. For any loss, damage, financial liability etc. occurring to the Commission by way of court matter; litigation or under right to Information Act or otherwise on account of any irregularities, negligence, omission, commission or mishandling etc. by the agency, the Agency shall be accountable and the entire damage or loss of financial liability shall be borne entirely by the agency.

24. **TERMINATION OF AGREEMENT:**

24.1. In case of any delay in execution of work assigned, the Agency would be liable to pay penalties. However, in case of regular delays, the Commission would be entitled to cancel the agreement and in that case the agency will not be entitled to any amount payable to them under this agreement.

24.2. In case of excessive errors and if the Commission is of the view that the work has not been performed satisfactorily and cannot be performed by the Agency, the Commission at its discretion may terminate the agreement without any prior notice and in that case the Commission would not be liable to pay any amount on any account to the Agency.

24.3. If the work of the agency is not found satisfactory or any breach is noticed or any manipulation is reported to or noticed by JSSC, the Commission reserves the right to cancel the agreement and/ or forfeit Performance Security submitted by the agency and/ or to take legal action including black listing the agency, at any point of time during the period of agreement without prior notice.

24.4. In case the agreement is terminated with agency, the Commission would be entitled to get the work done from any other firm/agency or person and the bidder would hand over the completed and uncompleted work to the Commission and will not object in any manner to the work being completed by any other agency.

24.5. The agency shall strictly comply with the terms and conditions of the agreement. In case of violation of any of the terms and conditions, the agreement shall be liable to be cancelled immediately and Performance Security shall also be forfeited and the agency will not be entitled to any amount payable to them under this agreement.

25. **FORCE MAJEURE:**

25.1. Notwithstanding the provisions of the tender, the Agency shall not be liable for forfeiture of its Performance Security, liquidated damages or to in performance or other failure to perform its obligations under the agreement is the result of an event of Force Majeure.

25.2. For purposes of this clause, "Force Majeure" not involving the Agency and not involving the Such event may include, but are not restricted to, acts of the client either in its sovereign or

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contractual capacity, war or riot , fires, floods, epidemics, quarantine restrictions and freight embargoes.

- 25.3. If a force Majeure situation arises, the qualified agency shall promptly notify the commission in writing of such conditions and the cause thereof. Unless otherwise directed by the Commission in writing, the Agency shall continue to perform its obligations, under the agreement as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The Commission may terminate the agreement, by giving a written notice of 7 days to the agency, if as a result of force Majeure, the agency being unable to perform activities/functions for a period of more than two weeks.

26. TAXES AND DUTIES

Agency shall pay **all levies, fees, royalties, taxes and duties** payable or arising from out of, by virtue of or in connection with and/or incidental to the agreement or any of the obligations of the parties in terms of the Agreement Documents and/or in respect of the works or operation(s) or any part thereof to be performed by the Agency and the Agency shall indemnify and keep indemnified the JSSC from and against the same or any default by the Contractor in the payment thereof.

27. PRICE ESCALATION

The JSSC shall not be responsible for any escalation in prices of labor or materials, machinery, equipment etc. what-so-ever or any increase in any duties, levies, or taxes in respect thereof whatsoever and the Agency rates and Agency's obligation shall remain unaffected by such escalation and/or increase.

28. SUB-CONTRACTS

The Agency shall not assign or sublet the whole or any part of the work covered by the agreement.

29. **ARBITRATION:** In the event of any dispute or differences, the matter will be referred to the sole arbitrator appointed by Jharkhand Staff Selection Commission (Ranchi), whose decision shall be final and binding

30. **All dispute are subject to jurisdiction of Jharkhand Court at Ranchi only.**

31. DEFINATION:

- 31.1. In the AGREEMENT, the following expressions shall unless where the context otherwise required, have the meaning hereby respectively assigned to them :

The expression "WORKS" or "WORK" shall unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the agreement to be executed whether temporary or permanent and whether original, altered, substituted or additional.

"Change" shall mean a substitution for or omission of any work or other requirements within the general scope of the work; the performance of or compliance with which is contemplated by the agreement documents.

"Extra work" shall mean any work or compliance with any requirements, other than a change which is not, expressly or impliedly contemplated by the agreement documents, and which is necessary to be performed for the proper completion of the contracted work. For the purpose of clarifications, it is declared that, any work or operation which shall be necessarily incidental to the proper performance of any item of work or part thereof shall be deemed to have been by implication provided for in the relevant item of work or part thereof and shall not constitute extra work.

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The "SITE" shall mean the location the agreement wherein.

The "JSSC" means the Jharkhand Staff Selection Commission.

The "PGA" means photography Agency

The "COMPETENT AUTHORITY "means the Dy. Secretary, Jharkhand Staff Selection Commission .

32.2. All references of: -

JSSC /Chairman/Member/ Commission / Secretary/Deputy Secretary /Assistant/Account Officer/Accountant in various clauses shall mean the Officers in their respective Grades/Groups employed in the JSSC, by whatever designations are assigned to them from time to time and who may be in-charge of direction, execution, supervision, testing, acceptance, maintenance of claims, etc. from time to time and includes their successors in office.

Words imparting the singular number include the plural number and vice-versa.

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SECTION-III
PROFILE OF BIDDER

1. Name of Bidding Agency/Firm (Attach certificate of registration) :
 2. Name of proprietor / Director of Agency/Firm
 3. Full Address of Reg. Office with Telephone No., FAX No. & E-Mail :
 4. Full address of Operating/Branch Office with Telephone No., FAX No. & E-Mail :
 5. PAN / GIR/TAN No/
Service Tax Registration
(Attach Self Attested copy) :
 6. Details of available Infrastructure ,equipment used in photography with Bidder (camera, equipments , human manpower etc) :
7. Self Attested copy of experience certificate for the satisfactory execution of work as per requirement in "Eligibility The summary of that can of be tabulated Bidder "in the clause given format in chronological order:--

SN	Details of client along with Address, contact detail etc	Nature of the work executed	Work value (In Rs.)	Experience certificate for the period from to	
1					
2					
3					

(If the space provided is insufficient, a separate sheet may be attached)

8. Additional information, if any (Attach separate sheet, if required)

Signature of authorized person

Date: _____
Place: _____

Name: _____

Rubber Seal of the Agency

Signature of bidder with seal

SECTION-IV
FINANCIAL BID

Following rate in Rs. /candidate/ sitting of examination is quoted for still photography for the candidates appearing in examination to be conducted by Jharkhand Staff Selection Commission.

(A) For Ranchi H.Q. :—

1. Rate in Rs./ candidate/ sitting of examination - in figure-
2. Rate in Rs./ candidate/ sitting of examination - in words-

(B) For outside Ranchi :—

1. Rate in Rs./ candidate/ sitting of examination - in figure-
2. Rate in Rs./ candidate/ sitting of examination - in words-

Date

Signature & Rubber Seal of the Bidder

Place

Name of Signing Authority

SECTION-V

PERFORMA FOR NO NEAR RELATIVE (S) OF THE CONTRACTOR WORKING IN JHARKHAND STAFF SELECTION COMMISSION , RANCHI –834004

(To be executed on Rs.20/- Stamp paper & attested by Public Notary/Executive Magistrate by the bidder)

IS/O Sh.....S/

.....R/o.....

Hereby certify that none of my relative (s) as defined in the tender document is/are employed in Jharkhand Staff Selection Commission, Ranchi as per definition as detailed below. In case at any stage, it is found that the information given by me is false/incorrect, JSSC shall have the absolute right to take any action as deemed fit, without any prior intimation to me.

Signature of the tenderer with seal*

The near relative (s) means:

- a) Members of a Hindu Undivided family;
- b) They are husband and wife.
- c) The one is related to the other in manner
(daughter-in-law), Daughter ,brother(s)and husband of Daughter ,

In case of proprietorship firm, certificate will be given by the proprietor, and in case of partnership firm, Certificate will be given by all the partners and in case of Limited Company, Certificate will be given by all the Directors of the company or company secretary on behalf of all directors). Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/security deposit will be forfeited at any stage whenever it is so noticed. The department will not pay any damages to the company or firm or the concerned person. The company or firm or the persons will also be debarred for further participation in the concerned unit.

Signature of the tenderer with seal*

SECTION VI

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

(Must be submitted to on or before date of bid opening)

To,

Deputy Secretary,
Jharkhand Staff Selection Commission,
F-49/50, Sector-III, Dhurwa, Ranchi.

Sub: Authorization for attending bid opening on _____ (date) in the

Tender of _____

Following person is authorized to attend the bid opening for the tender mentioned above on

behalf of _____ (Bidder).

Name of the Representative

Specimen Signature

1. _____

Signature of the Bidder

(Maximum one representative will be permitted to attend the bid opening. Permission for entry to the venue of bid opening may be refused in case authorization as prescribed above is not received.)

SECTION VII

DECLARATION FOR NON TEMPERING OF TENDER DOCUMENT

I / We /Proprietor/ Partner(s)/ Director(s) of M/s -----,
hereby declare that I / We have not tampered the tender document issued vide TENDER
NO. -----, Dated:----- , which is downloaded from the
website www.jssc.in.

Signature -----

Name -----

Name & address of the firm: -----

Signature of bidder with seal

SECTION VIII

DECLARATION REGARDING BLACKLISTING/ NON-BLACKLISTING

FROM TAKING PART IN GOVT.TENDER BY JSSC/GOVT. DEPT

(To be executed on Rs.20/- Stamp paper & attested by Public Notary/Executive Magistrate by the bidder)

I / We Proprietor/ Partner(s)/ Director(s) of M/S. ----- hereby declare that
the firm/company namely M/S.----- has not been
blacklisted or debarred in the past by JSSC or any other Government organization from taking part in
Government tenders.

Or

I / We Proprietor/ Partner(s)/ Director(s) of M/S. ----- hereby declare that the
firm/company namely M/S.----- was blacklisted
or debarred by JSSC, or any other Government Department from taking part in Government tenders for
a period of ----- years w.e.f.----- . The period is over on -----and now the
firm/company is entitled to take part in Government tenders.

In case the above information found false I/We are fully aware that the tender/ **agreement** will be
rejected/cancelled by JSSC, and EMD/SD shall be forfeited.

In addition to the above JSSC, will not be responsible to pay the bills for any completed / partially
completed work.

Signature -----

Name -----

Capacity in which as signed: -----

Name & address of the firm: -----

**Rubber Seal of the firm
should be Affixed.**

Date:

Signature of Bidder with seal.

SECTION IX

PRE RECEIPT FOR REFUND OF EARNEST MONEY

Received with thanks from Deputy Secretary, Jharkhand Staff Selection Commission , Ranchi-834004 a sum of Rs. -----/- (Rs -----) only, towards refund of Earnest Money Deposit paid in respect of Tender for "Photography of Recruitment Activity of JSSC "in state Jurisdiction of JSSC.

Tender No:	Dated:
-------------------------	---------------------

Date:

Signature of Bidder

(On one rupee revenue stamp)

Place:

(Note: Earnest Money will be returned to unsuccessful Bidder only after finalization/completion Of the tender)

Name & Address: _____

Signature of bidder with seal

SECTION –X

AGREEMENT

(To be executed on Rs.100/- Stamp paper & attested by Public Notary/Executive Magistrate by the bidder)

The agreement signed on..... (date) of this(month) (year) herein after Contra repugnant to the context, include its successors, heir, executors, administrative representative and assignee) of the one part & the Deputy Secretary Jharkhand Staff Selection Commission, Ranchi, herein after referred to as the JSSC, of other part.

Whereas the agency has offered to enter into agreement with the said JSSC for providing “**Photography of candidates appearing in the examination**” on the terms and conditions herein contained and the rates as mentioned here under which have been duly accepted and where as the necessary security deposits have been furnished in accordance with the provisions of the Bid document and whereas no interest will be claimed on the security deposits.

Rate in Rs./appearing candidate/ sitting of Examination for still photography as detailed in Tender Document in Figure-

Rate in Rs./appearing candidate/ sitting of Examination for still photography as detailed in Tender Document in words-

It is hereby agreed and declared by and between the parties to these presents as follows.

1. The agency shall, during the period of this contact that is to say from (Date)To(Date).....or complete work for Rs. (In words) whichever is earlier or until this **agreement** shall be determined by such notice as is hereinafter mentioned , safely carryout, by means of manpower employed at his own expenses and by means of tools, implements and equipment etc. at his own expense, all other associated works as described in Bid documents, when the Deputy Secretary, JSSC ,Ranchi or any other person authorized by the in that behalf require. It is understood by the agency that the quantity of work mentioned on the schedule is likely to change as per actual requirements as demanded by exigencies of service.
2. The NIT (notice inviting tender), Bid documents (Technical and Financial), letter of intent, approved rates and such other additional particulars, instructions, drawings, work orders as may be found requisite to be given during execution of the work shall be deemed to be included in the expression “The Agreement” .
3. The agency hereby declares that nobody connected with or in the employment of the Jharkhand Staff Selection Commission, Ranchi shall not ever be admitted as partner in the agreement.

Signature of bidder with seal

4. The agency shall abide by the terms and conditions, rules, guidelines, construction practices, safety precautions etc, stipulated in the Bid document including any correspondence between the agency and the JSSC having bearing on execution of work and payments of work to be done under the agreement.

In witness whereof the parties present have here into set

Above written:

()

()

Signature on behalf of JSSC

Signature on behalf of Agency

Name:

Name:

Designation:

Designation:

Seal:

Seal:

Agreement signed in the presence of:—

Witness 1:

Witness 1:

Signature:

Signature:

Name:

Name:

Witness 2:

Witness 2:

Signature:

Signature:

Name:

Name:

Signature of bidder with seal