

TENDER NO. 01/ 2018

# Maharashtra Public Service Commission

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**Tender Document**

**For**

**Providing Aadhar based Biometric Authentication and attendance marking Services**

## SCHEDULE

<b>Tender Reference</b>	No. MIS-0618/CR-06/2018/III Dt. 13 <sup>th</sup> April, 2018
Price of Tender Document	RS.10,000/- (Rupees Ten Thousand Only) (Non refundable) to be paid through Online Payment Modes i.e. Net banking, Debit Card and Credit Card during Tender Documents Download stage.
EMD	Rs. 1,00,000/- (Rs. One Lakh Only) to be paid through Online Payment Modes i.e.net Banking Debit Card, Credit Card and NEFT/RTGS during Bid Preparation Stage.
Pre Bid Meeting	Date 20 <sup>th</sup> April, 2018 at 15.00 Hr. Venue – Office of the MPSC
Last Date & Time for receipt of Tender offers	17.00 Hr. on Date - 4 <sup>th</sup> May, 2018 Venue – Office of the MPSC
Place of Opening Tender Offers	5 <sup>1/2</sup> , 7 <sup>th</sup> and 8 <sup>th</sup> Floor, Cooperage Telephone Nigam Building, Maharshi Karve Road, Cooperage, Mumbai – 400 021.
Address for Communication	<b>Secretary,</b> <b>Maharashtra Public Service Commission</b> 5 <sup>1/2</sup> , 7 <sup>th</sup> and 8 <sup>th</sup> Floor, Cooperage Telephone Nigam Building, Maharshi Karve Road, Cooperage, Mumbai – 400 021.
Contact Telephone & Fax Numbers	Phone: 22102133 Fax 022 – 22880524. email- <a href="mailto:sec.mpssc@maharashtra.gov.in">sec.mpssc@maharashtra.gov.in</a>

## DETAILED TENDER SCHEDULE

No.	Activities	Start Date & Time		--	Last Date & Time		Duration
1	Online Tender Release	13/04/2018	11:00 Hrs	To	13/04/2018	16:00 Hrs	1 Day
2	Pre Bid Meeting	20/04/2018	15.00 Hrs	To	20/04/2018	17.00 Hrs	1 Day
3	Online Tender Document Download	13/04/2018	16:01 Hrs	To	04/05/2018	17:00 Hrs	19 Days
4	Online Bid Preparation			To			
5	Online Technical Bid Closing	04/05/2018	17:01 Hrs	To	07/05/2018	17:00 Hrs	3 Days
6	Online Commercial Bid Closing			To			
7	Online Submission of Bid	07/05/2018	17:01 Hrs	To	10/05/2018	17:00 Hrs	3 Days
8	Online Tender Opening (Technical)	11/05/2018	11:00 Hrs	To	19/05/2018	17:00 Hrs	7 Days
9	Online Tender Opening (Commercial)			To			

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**CHAPTER – I**  
**INSTRUCTIONS TO BIDDERS FOR SUBMISSION OF BIDS**

**1.1 GENERAL INSTRUCTIONS**

- 1.1.1 The interested bidders will have to make online payment (using credit card/debit card/net banking) of **Rs.1092/-** (inclusive of all taxes) per bid per tender as a tender cost to online service provider of e-Tendering system (Sify Nex Tenders) at the time of entering online Bid Submission stage of the tender schedule.
- 1.1.2 Bidders Tool Kit link (detailed Help documents, designed for bidders) has been provided on e-Tendering website in order to guide them to use e-Tendering website.
- 1.1.3 All contractors interested in participating in the on-line e-Tendering process are required to obtain Class II or Class III Digital Certificates. The tender should be prepared & submitted online using individual's digital signature certificate.
- 1.1.4 The Contractors participating first time for e-Tenders on GoM e-tendering portal will have to complete the Online Registration Process for the e-Tendering portal.
- 1.1.5 If any assistance is required regarding e-Tendering (registration/upload / download) please contact GoM e-Tendering Help Desk on number: 020 – 25315555

**1.2 PERIOD OF CONTRACT**

- 1.2.1 The contract shall be initially for a period of **3 years or till the date of existence of new contract** on case-to-case basis from the date of issuance of Letter of Award. However, the contract may be renewed further on the basis of performance of work provided that both parties agree on mutual terms and conditions as specified in the contract.
- 1.2.2 Duration of the contract shall be Three years subject to quarterly appraisal and review by the Tendering Authority.
- 1.2.3 In case the performance is not found to be satisfactory or not in conformity with the terms and conditions of the Tender document, the contract shall be terminated even before the scheduled time after following due procedure of law.
- 1.2.4 In the event of premature closure of contract for reasons mentioned herein above, the Security Deposit shall be absolutely forfeited along with penalty as decided by the Tendering Authority.

**1.3 ELIGIBILITY CRITERIA**

- 1.3.1 Only those service providers who fulfill the following criteria are eligible to RESPOND. Offers received from the service providers who do not fulfill all or any of the following eligibility criteria are liable to be rejected
- (1) The bidder should be a registered one under The Companies Act of 2013.
  - (2) The bidder must have an ISO 9001:2008 and ISO 27001:2013 certification.
  - (3) The bidder should be a consistently profit making company for the preceding 3 financial years with a minimum turnover of 3 crores during each year.
  - (4) The bidder should have Income Tax Clearance certificate/Income Tax Return acknowledgment for last three years i. e. 2016-2017, 2015-2016, 2014-2015.
  - (5) The bidder should have GST Registration certificate valid as on 1<sup>st</sup> January, 2018.
  - (6) The bidder should have experience of similar work undertaken in last 3 years for Installation and commissioning of Biometric machines to capture thumb/finger impression and photograph of the candidate in Central/State Government/ University/State Level Board/Government Organization/PSU as on 1<sup>st</sup> January, 2018.
  - (7) The bidder should have executed at least 3 orders from the Government Organization/Central/State Government /University/PSU for providing services of biometric capture and verification for at least of the order of minimum 3,00,000 candidates in a single shift during any of the three previous financial years (2014-2015,2015-2016, 2016-2017).
  - (8) The bidder must have adequate project resources with minimum of 4000 biometric devices.
  - (9) The bidder should have sub-AUA or AUA or ASA license from the concerned regulatory authority (UIDAI) valid as on 1<sup>st</sup> January, 2018.
  - (10) The bidder should have permanent presence of office in Mumbai/Thane/Navi Mumbai.
- 1.3.2 The service provider must comply with all the above mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily.
- 1.3.3 Photocopies of relevant documents/certificates should be submitted as proof in support of the claims made.
- 1.3.4 The tendering authority reserves the right to verify/evaluate the claims made by the vendor independently.

**1.4 COST OF TENDER DOCUMENT**

- 1.4.1 The tender document is uploaded / released on Government of Maharashtra, (GOM) e-tendering website <https://maharashtra.etenders.in> and has to be downloaded as well as filled up and submitted online ONLY as per the schedule.
- 1.4.2 Tender document and supporting documents may be downloaded from following link of **Maharashtra Public Services Commission (MPSC)** on e-Tendering website of Government of Maharashtra, <https://mpsc.maharashtra.etenders.in> by filling through Online Payment Modes i.e. Net banking, Debit Card and Credit Card during Tender Documents Download stage.
- 1.4.3 Only those Tender offers shall be accepted for evaluation for which non-refundable Tender Fee of Rs.10,000/- ( INR Ten Thousand Only), in the form of Online Payment Modes i.e. Net banking, Debit Card and Credit Card, is deposited on or before the scheduled date given in the schedule of the tender.

**1.5 COST OF BIDDING**

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

**1.6 BIDDING DOCUMENTS**

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

## 1.7 PRE BID MEETING

- 1.7.1 In case any bidder requires any clarification on the scope of the work, etc. bidder can feel free to raise their query in prescribed format (Annexure-11) on or before the Pre Bid Meeting date given in the tender notice. Bidders queries will be consolidated and reply will be prepared and offered to tenderers who choose to be present in the Pre Bid Meeting.
- 1.7.2 If bidders prefer Pre Bid Meeting, the same can be held on the date specified in the tender notice between 15.00 Hours to 16.00 Hours at Maharashtra Public Service Commission, 5½, 7th and 8th Floor, Cooperage Telephone Nigam Building, Maharshi Karve Road, Cooperage, Mumbai – 400 021 and this will be arranged only when there is specific request from bidder three days prior to the scheduled meeting. However bidders are advised to visit web site of MPSC for any changes in the schedules of the Pre Bid Meeting.
- 1.7.3 Interested bidder may choose to attend the Pre Bid meeting at their own cost.
- 1.7.4 During the Pre Bid Meeting the clarification will be given and bidders will be allowed to raise further queries if any(Only in writing) and further clarification will be given at the end of the meeting.

## 1.8 AMENDMENT OF BIDDING DOCUMENTS

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

## 1.9 NON-TRANSFERABLE BID

The tender document is not transferable.

## 1.10 REJECTION OF BID

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

## 1.11 LANGUAGE OF BID

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

## 1.12 BID FORM

The Bidder shall complete the Bid Form as mentioned herein along with all annexures wherever applicable.

## 1.13 BID CURRENCY

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

## 1.14 EARNEST MONEY DEPOSIT (EMD)

- 1.14.1. Bidders are required to submit the Earnest Money Deposit(EMD) amounting to **Rs.1,00,000/-** [Rupees One Lakh only]
- 1.14.2 Offers made without Earnest Money Deposit shall be rejected.
- 1.14.3 **The EMD to be paid through Online Payment Modes i.e. Net Banking, Debit Card, Credit Card and NEFT/RTGS during Bid preparation.**
- 1.14.4 Unsuccessful Bidder's Earnest Money Deposit shall be discharged / returned within 30 days after the expiration of the period of Tender Offer validity prescribed in this tender.
- 1.14.5 The successful Bidder's Earnest Money Deposit shall be discharged upon the Bidder executing the Contract Form and furnishing the Performance Security / Security Deposit.
- 1.14.6 The Earnest Money Deposit shall be forfeited and Bid shall be rejected:  
(1) If a Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid form or  
(2) In case of a successful Bidder, if the Bidder fails:  
(a) To sign the contract form in accordance with the terms and conditions  
(b) To furnish performance security/security deposit as specified in this tender.

## 1.15 SUBMISSION OF BIDS

- 1.15.1. Bids shall have to be submitted online only.

### 1.15.2. TECHNICAL BID

1.15.2.1 Technical Bid shall contain the scanned copy of following documents:-

- (1) Tender offer form duly filled in. (Annexure -1)
- (2) Bidders Authorization Certificate. (Annexure - 2)
- (3) Self Declaration for unblemished record (Annexure - 3) (Notarized Affidavit)
- (4) Details of Bidder (Annexure - 4)
- (5) Details of Manpower (Annexure-5)
- (6) Performance statement along with necessary Documents (Annexure – 6)
- (7) Copies of Certificate of incorporation of the firm. (Company registration certificate)
- (8) Copy of ISO certifications.
- (9) Copy of GST Registration Certificate from concerned Government Department
- (10) Copy of GST Clearance Certificate or GST payment Challan from concerned Government Department as on 1<sup>st</sup> January, 2018.
- (11) Copy of PAN Card.
- (12) Copy of the Income Tax clearance certificate or Income Tax Return acknowledgement for last three years as on 1st April, 2017.
- (13) Certificate from its C.A. stating that the Bidder is profit making for preceding three (3) years with a minimum annual turnover of Rupees 3 (Three) Crores from related business as on 1st April, 2017.
- (14) Proof in support of experience of similar work undertaken in last 3 years for Installation and commissioning of Biometric machines to capture thumb/finger impression and photograph of the candidate in Central/State Government/ University/State Level Board/Government Organization/PSU as on 1<sup>st</sup> January, 2018.
- (15) Proof in Support of Execution of at least 3 Orders from the Government Organization/Central/State Government /University/PSU for providing the services of biometric capture and verification for at least of the order of minimum 3,00,000 candidates in a single shift during any of the three previous financial years (2014-2015,2015-2016, 2016-2017).

- (16) Proof in support of purchase/possessing of minimum 4000 biometric machines with make and model No.
- (17) Proof in support of having sub-AUA or AUA or ASA License from concerned regulatory authority(UIDA) valid as on 1<sup>st</sup> January, 2018.
- (18) Copies of its audited financial statements for past three years. (i.e. 2014-15, 2015-16, 2016-17)
- (19) Proof in support of permanent presence of office in Mumbai / Thane / Navi Mumbai (Mumbai Shop and Establishment Registration/ GST Registration Certificate).

**1.15.2.2** All the documents need to be digitally signed by individual bidder's digital signature and uploaded during online bid preparation stage.

**1.15.2.3** Original copies shall be kept ready at the time of opening of the tender.

**1.15.2.4** The Technical Offer (T.O.) shall be complete in all respects and contain all information asked for, except prices. It shall not contain any price information.

**1.15.2.5** The T.O. shall indicate whether all services asked are quoted for and that all requirements therefore are also quoted for.

**1.15.2.6** The **Technical Offer** must be submitted online only.

**1.15.2.7** No documents, brochures, etc. shall be submitted in loose form. All the pages shall be serially numbered.

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

**1.15.2.9** All the documents submitted along with Tender should be certified by the Competent Authority/Authorized person of the company.

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

### **1.15.3 COMMERCIAL BID**

(1) All financial offers must be prepared and submitted online (An online form will be provided for this during online bid preparation stage) and signed using individual's digital certificate.

(2) The Commercial bid shall be on fixed price basis, inclusive of all taxes.

(3) There should be no hidden charges.

(4) Price quotation accompanied by vague and conditional expressions Such as "Subject to immediate acceptance", "Subject to confirmation" etc. shall be treated as being at variance & shall be liable for rejection.

### **1.16 SIGNING OF BIDS**

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

### **1.17 COMPLETENESS OF BIDS**

The bid shall be summarily rejected if all or any of the above documents mentioned are not uploaded in technical bid..

### **1.18 ERASURES OR ALTERATIONS.**

**1.18.1** Offers containing erasures or Alterations shall not be considered.

**1.18.2** There should be no Handwritten Material, corrections or Alterations in the offer.

**1.18.3** Technical details must be completely filled in.

**1.18.4** Filling up of the Technical Detail Form using terms such as "OK","Accepted", "Noted", "As given in brochure/Manual" is not acceptable.

**1.18.5** The purchaser may treat offers not adhering to these guidelines as unacceptable.

### **1.19 DEADLINE FOR SUBMISSION OF BIDS**

**1.19.1.** For Submission of tender, tenderer must complete the online bid submission stage as per online schedule of the tender.

**1.19.2** The tenderers should ensure that their tender is prepared online before the expiry of the scheduled date and time and then submitted online before the expiry of the scheduled date and time.

**1.19.3** Offers not submitted online will not be entertained.

**1.19.4** In the event of the specified date for the submission of Bids being declared as a holiday for the Tendering Authority, the bids shall be received up to the scheduled time on the next working day.

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

### **1.20 LATE BIDS**

**1.20.1** No delay on account of any cause will be entertained. Offers not submitted online will not be entertained.

**1.20.2** If for any reason, any interested bidder fails to complete any of online stages during the complete tender cycle, Commission shall not be responsible for that and any grievance regarding this shall not be entertained.

### **1.21 WITHDRAWAL OF BIDS**

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

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

### **1.22 PERIOD OF VALIDITY OF BIDS**

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

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

### **1.23 EVALUATION COMMITTEE**

The Technical and Commercial Committee constituted by the Secretary, Maharashtra Public Service Commission(MPSC), shall evaluate the Tenders. The decision of the Committee in the evaluation of the Technical and Commercial bids shall be final.

### **1.24 OPENING OF TECHNICAL BIDS:**

**1.24.1.** Immediately after the closing time and/or at any time and date specified thereafter, the Tendering Authority shall open the bids online as per the schedule.

**1.24.2.** The technical bids envelope shall be opened online and listed for further evaluation. The Bidder's names, bid modifications or withdrawals, the presence or the absence of requisite Earnest Money Deposit and such other details as the Tendering Authority, at his discretion, may consider appropriate, shall be announced at the time of opening.

**1.24.3.** The financial bids shall not be opened till the completion of evaluation of technical bids.

**1.24.4.** Bids shall be opened either in the presence of bidders or it's duly authorised representatives. The bidder representatives who are present shall sign a register evidencing their attendance. Only one representative per applicant shall be permitted to be present at the time of opening the tender.

### **1.25 CLARIFICATION OF BIDS**

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

### **1.26 SCRUTINY OF THE BID**

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

### **1.27 ADDITIONAL INFORMATION**

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

### **1.28 EVALUATION PROCESS**

- 1.28.1** The Technical evaluation shall be done by a Committee appointed by MPSC.
- 1.28.2** The decision of the evaluation committee in the evaluation of the technical bids shall be final. No correspondence will be entertained outside the process of negotiation / discussion with the Committee.
- 1.28.3** The tenderer should submit documentary evidence on its qualification/eligibility with the offer.
- 1.28.4** If the tenderer does not fulfill qualification/evaluation criteria, he will be treated as non – responsive and his/her offer will not be considered for further processing.
- 1.28.5** Technical assessment will be based on profile and track record, design and layout of content and presentable.
- 1.28.6** On the basis of technical assessment, the commercial bids of technically qualified bidders only be opened.

### **1.29 DATE OF OPENING OF COMMERCIAL BIDS**

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

### **1.30 REVISED COMMERCIAL BIDS**

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

### **1.31 OPENING OF COMMERCIAL BIDS**

- 1.31.1** The Tendering Authority may at its discretion discuss with the Bidder(s) to clarify contents of their financial offer.
- 1.31.2** The Tendering Authority shall negotiate with the lowest bidder so as to meet its expectation of a cost effective sustainable and economically promising solution. If the negotiation with lowest Bidder fails, the same shall be rejected and negotiation then shall be done with second lowest Bidder.
- 1.31.3** The Tendering Authority reserves the right to open Commercial Bid even if one Bidder qualifies the Technical Bid or only one Bid is received in response to the Tender Notice. However in the case of one Bid the power to negotiate with the Bidder will be reserved with the Tendering Authority

### **1.32 EVALUATION OF COMMERCIAL BIDS AND AWARD CRITERIA**

- 1.32.1** No weightage will be given to the technical bid and it will be solely based on commercial bid only.
- 1.32.2** The bidder whose commercial offer has been determined to be lowest will be selected and awarded the contract.
- 1.32.3** The commercial bid will be evaluated on the basis of cost effectiveness of the Offer. The bidder whose commercial offer has been determined to be economical will be selected finally subject to the discretion of the tendering authority.
- 1.32.4** Evaluation of the bids will be done separately for each item.
- 1.32.5** The Tendering Authority shall have right to negotiate with the successful Bidder for lowering the Bid Price.

### **1.33 CONTACTING THE TENDERING AUTHORITY**

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

### **1.34 CORRUPT, FRAUDULENT PRACTICES / AND MISREPRESENTATION.**

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



### **1.35 NOTIFICATION OF AWARD**

**1.35.1** Prior to expiration of the period of bid validity, the Tendering Authority shall notify the successful bidder in writing that its bid has been accepted.

**1.35.2** Upon the successful bidder's furnishing of Performance Security /Security Deposit, the Tendering Authority shall promptly notify each unsuccessful bidder and discharge the EMD.

### **1.36 ACCEPTANCE OF BIDS**

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

### **1.37 PERFORMANCE SECURITY/ SECURITY DEPOSIT AND SIGNING OF CONTRACT**

**1.37.1.** Within Ten (10) days of the receipt of notification of award from the Tendering Authority, the successful Vendor shall furnish the Performance Security/ Security Deposit in accordance with the Conditions of Contract, in the performance security/ Security Deposit form provided in this document or in another form acceptable to the Tendering Authority.

**1.37.2.** The Performance Security/ Security Deposit shall be denominated in Indian Rupees and shall be in the form of a Bank guarantee issued by a nationalized/scheduled bank located in India acceptable to the Tendering Authority in the form provided in the bidding documents (Annexure-10),

**1.37.3.** The Performance Security/ Security Deposit shall be discharged by the Tendering Authority and returned to the Vendor within thirty (30) days after the expiry of the contract period/extension period.

**1.37.4.** Failure of the successful bidder to sign the contract (**Annexure- 9**), proposed in this document (Conditions of Contract) and as may be modified, elaborated or amended through the award letter, shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Tendering Authority may make the award to another bidder or call for new bids.

### **1.38 BINDING CLAUSE**

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

**1.38.1** To vary, modify, revise, amend or change any of the terms and conditions in this Bid;

**1.38.2** To reject any or all the tender/s without assigning any reason whatsoever thereof or to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

### **1.39 CONDITIONAL TENDERS**

Hypothetical, ambiguous or Conditional tenders shall be summarily rejected.

### **1.40 INTERPRETATION OF THE CLAUSES**

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

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

**2.1 DEFINITIONS**

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

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

**2.2 APPLICATION OF THESE CONDITIONS**

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

**2.3 OTHER DOCUMENTS THAT FORM PART OF THIS CONTRACT**

The Tender Document (along with its amendments if any), the Bid of the Vendor, any clarifications sought by the Tendering Authority, the responses provided by the Vendor, and any other correspondence exchanged shall form part of the contract to the extent the same is not inconsistent with this document and the award document to the Vendor.

**2.4 PERFORMANCE SECURITY**

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

**2.5 HARDWARE AND SOFTWARE REQUIRED FOR DEVELOPMENT PURPOSE.**

All Hardware and Software required shall be of the Vendor.

**2.6 SAFETY REQUIREMENTS**

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

**2.7 VENDOR'S OBLIGATIONS**

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

**2.8 CHANGE ORDERS**

- 2.8.1 The Tendering Authority may at any time, by written order given to the Vendor, make changes within the general scope of the Contract in any one or more of the services to be provided by the Vendor.
- 2.8.2 If any such change causes an increase or decrease in the cost of, or the time required for the Vendor's performance of any provisions under the Contract, an equitable adjustments shall be made in the Contract Price or delivery services, or both, and the Contract shall accordingly be amended.
- 2.8.3 Any claims by the Vendor for adjustment under this clause must be asserted within thirty (30) days from the date of the Vendor's receipt of the Tendering Authority's change order.
- 2.8.4 Expert Committee constituted by the Tendering Authority shall validate all such claims. The rate applicable for such adjustment is as fixed by Commercial Bid given in Annexure-7.
- 2.8.5 The Vendor shall make available to the Tendering Authority documents and records related to the performance of the Vendor for verifying the authenticity of the claims made.

**2.9 USE OF CONTRACT DOCUMENTS & INFORMATION**

- 2.9.1. The Vendor shall treat as confidential all data and information about the Tendering Authority, obtained in the execution of his responsibilities, in strict confidence and shall not reveal such information to any other party without the prior written approval of the Tendering Authority.
- 2.9.2. The Vendor shall not, without the Tendering Authority's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Tendering Authority in connection therewith, to any person other than a person employed by them in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 2.9.3. Any document, other than the Contract itself, shall remain the property of the Tendering Authority and shall be returned (in all copies) to the Tendering Authority on completion of the Vendor's performance under the Contract if so required by the Tendering Authority.
- 2.9.4. The Vendor must act in good faith and at all times extend its fullest cooperation to the Commission, its employees and agents during the performance of the Services.
- 2.9.5. The Vendor shall act with appropriate propriety and discretion and in particular shall refrain from making any public statement concerning the Project or the Services without prior approval of the Commission.
- 2.9.6. The Vendor shall refrain from disclosing or publicizing to its clientele including past and prospective clients or to the public that it has provided Services to the Commission without prior approval of the Commission.

- 2.9.7** The Vendor shall not divulge to any person not authorized by the Commission and shall not use for its own purposes, any information concerning the Commission, its staff or the Project which the Vendor may have access to directly or indirectly from the services performed under this Agreement or otherwise during the course of the Project; strict confidentiality shall be maintained by the Vendor and its employees/agents in respect of the information provided by the Commission to the Vendor. This confidentiality clause shall be applicable not only to existing employees of the Vendor but also to its employees involved in the project who may leave the service of the Vendor, and accordingly, it shall be the responsibility of the Vendor to ensure that any such employee also shall not divulge or use any such information for his/her own purpose; Violation of these terms and Conditions resulted into the Civil as well as Criminal liability against the Vendor and it's both types of employees ( present and past ) providing services.
- 2.9.8.** The Vendor shall have no authority to commit the Commission to any additional costs, fees or expenses in connection with the Project.
- 2.9.9** The vendor shall report immediately to the Commission any circumstances or events which might reasonably be expected to impair or prejudice the performance of the Services.
- 2.9.10** The Vendor shall at all time refrain from showing the report/work in progress or the completed report/work to any person not duly authorized by the Commission in writing.
- 2.9.11** The Vendor at any time shall not show or submit report / work in progress or completed work report to any person / authorities except the person / Authorities duly authorized by the Commission in writing, violation of this shall be civil and criminal liability on Vendor.

## **2.10 RESPONSIBILITIES**

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

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

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

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

## **2.11 FINANCIAL AND LEGAL LIABILITY**

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

## **2.12 INDEMNITY**

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

- 2.12.1** Any negligence or wrongful act or omission by the Bidder or any subcontract or third party in connection with or incidental to this contract or
- 2.12.2** Any breach of any of the terms of this contract by all Vendors or any sub-contract or third party.

## **2.13 STANDARDS OF PERFORMANCE**

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

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**CHAPTER – 3  
COMMERCIAL TERMS**

**3.1 PAYMENT SCHEDULE**

- 3.1.1 No advance payment will be made. Payment of monthly bills shall be made on post service basis.
- 3.1.2 Payment shall be made after the completion of the work as per the scope of the work in good and satisfactory condition and after verification of the services/reports/tasks conforming to the quality, specifications and instructions. Normally 3 months time is required for processing of payments subject to availability of funds in the Department.
- 3.1.3 The office of MPSC will deduct Income Tax and other statutory taxes at Source as applicable from time to time.
- 3.1.4 The payment shall be made by "Electronic Fund Transfer (EFT) or e-payment or by cheque. The Vendors are therefore requested to indicate EFT No. and other relevant details in your offer / bill (s).
- 3.1.5 For claiming payment the Vendor has to submit Invoice duly pre-receipted.

**3.2 PRICES**

- 3.2.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not be higher than the prices quoted by the Supplier in his Bid.
- 3.2.2 In the case of revision of Statutory Levies/Taxes during the finalization period of tender, the Purchaser reserves the right to ask for reduction in the prices.
- 3.2.3 Prices once fixed will remain valid during the schedule delivery period. Increase and decrease of Taxes and other statutory duties will not affect the price during this period.
- 3.2.4 Any increase in taxes and other statutory duties/levies after the expiry of the delivery date shall be to the supplier's account. However benefit of any decrease in these taxes/duties shall be passed on to the Purchaser by the supplier.
- 3.2.5 Any modification in offer after the submission of tender will not be considered.

**3.3 PENALTY**

- 3.3.1 (1) If at any stage it is found that the data of any of the candidate is missed/not captured/not readable/not uploaded, it shall be treated as error and a penalty shall be charged @ Rs. 500/- (Rupees five hundred only) per candidate for each error.
- (2) In case if the Tendering Authority is of the view that the work has not been satisfactorily and professionally performed by the vendor, the Tendering Authority shall in addition to forfeiture of performance security and EMD shall be entitled to terminate the agreement without giving any notice.
- (3) If a dispute arises out of or in connection with this contract, decision of the Tendering Authority shall be final and binding. All disputes in this connection will be settled in jurisdiction of Mumbai court only.
- (4) The tendering Authority also reserves the right to cancel/modify/relax any of the terms and conditions of the tender by declaring/publishing such amendments in a manner that all prospective vendors/parties to be kept informed about it.
- (5) If the bidder is not able to install the Aadhar based Biometric Machines at centres and verifying the thumb impressions is stopped, penalty on pro-rata basis @ 5% of contract value shall be levied.
- 3.3.2 In case of delay tendering authority will be at liberty to procure the services from any other agency at the risk and cost of the vendor and it also will result in the forfeiture of the Performance Security amount.
- 3.3.3 **For any other irregularities, mistakes, breach of trust/leakages etc. penalty at the discretion will be imposed and forfeiture of security amount and legal action will be taken by the tendering authority.**
- 3.3.4 Where any claim for the payment of a sum of money arises, out of or under this contract against the contractor, the tendering authority shall be entitled to recover such a sum by appropriating in part or whole, from the performance security to be deposited by the contractor. In the event of the performance security being insufficient, the balance of the total sum recoverable, as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the contractor under this and any other persons contracting through the Secretary MPSC. Should this sum not be sufficient to recover the full amount recoverable the contractor shall pay to this office the remaining balance due. For failure to deposit the amount legal action will be taken against the contractor.

**3.4 SUSPENSION OF WORK**

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

**3.5 TERMINATION FOR INSOLVENCY**

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

**3.6 TERMINATION**

- 3.6.1 The Tendering Authority may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Vendor, terminate the Contract in whole or part:-
- (1) If the Vendor fails to deliver any or all of the Goods or Services within the period(s) specified in the Contract,
- (2) If the Vendor fails to perform as per the Quality standards and as per the Scope of the Work
- (3) If the Vendor, in the judgment of the Tendering Authority has engaged in corrupt or fraudulent practices in competing for or in Executing the Contract.
- (4) For the purpose of this clause the definition for corrupt practice and fraudulent practice shall be as per the law.
- 3.6.2 The Tendering Authority may also at its sole discretion accept full or part work and also reserves the right to delete any items from the scope of the work.

- 3.6.3** The Tendering Authority may, without prejudice to any other remedy for breach of contract, by written notice sent to the Vendor, without assigning any reason may terminate the Contract in whole or part, if the tendering authority satisfies that the services of the Vendor are no more required or Vendor is not executing its services properly..
- 3.6.4** If the Vendor after submission of Bid and due acceptance of the same i.e. after placement of order fails to abide by the terms and conditions of the tender document or fails to execute the work as per the prescribed schedule given or at any time repudiates the contract, the tendering authority will have the right to forfeit the EMD, invoke performance security deposited by the firm and get the work done from other vendor at the risk and consequences of the first vendor. The cost difference between the alternative arrangements and vendor's bid value will be recovered from the firm along with other incidental charges including transportation, taxes, etc. in case tendering authority is forced to get work done through alternative sources and if the cost is lower, no benefit on this account would be passed on the vendor.
- 3.6.5** In case of failure by the bidder to carry out the job in accordance with provisions of the contract and as per the Scope of the Work, the tendering authority will have right to cancel the contract and award it to any other vendor and any loss sustained thereby will be recoverable from the first vendor.

### **3.7 CONSEQUENCES OF TERMINATION**

- 3.7.1** In circumstances mentioned above, the Tendering / Implementing Authority shall exercise the following steps:-  
(1) Ask the Vendor to leave the job and return the entire material in an "as is where is" condition, and / or.  
(2) Shall forfeit the Security Deposit obtained as performance Guarantee.  
(3) Shall take appropriate steps in terms of remedies for breach of contract under relevant provisions of law.
- 3.7.2** Purchaser reserves the right to disqualify the Vendor for a suitable period who habitually failed to supply the services in time.
- 3.7.3** Further, the Vendor whose services do not perform satisfactory in the field in accordance with the specifications may also be disqualified for a suitable period as decided by the tendering authority.
- 3.7.4** Tendering Authority reserves the right to blacklist a bidder for a suitable period in case he fails to honor his bid without sufficient grounds.

### **3.8 RISK PURCHASE:**

The contractor fails to deliver the stores of any installment thereof within the period fixed for such delivery or at any time repudiates the contract before the expiry of such period, the Government is entitled to cancel the contract and repurchase the stores not delivered at the risk and cost of the defaulting contractor. In the event of such a risk purchase, the defaulting contractor shall be liable for any loss which the Government may sustain on that account provided the purchase, or if there is an agreement to purchase, such agreement is made, in case of default to deliver the stores by the stipulated delivery period, within six months from the date of such default and in case of repudiation of the contract before the expiry of the aforesaid delivery, within six months from the date of cancellation of the contract.

### **3.9 FALL CLAUSE:**

It is a condition of the contract that all through the currency thereof, the price at which contractor will supply the services should not exceed the lowest price charged by contractor to any customer during the currency of the rate contract and that in the event of the prices going down below the rate contract prices contractor shall promptly furnish such information to tendering authority to enable to amend the contract rates for subsequent supplies.

### **3.10 FORCE MAJEURE CLAUSE:**

If, at any time, during the continuance of this contract the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restriction, strikes, lock-outs or acts of God (hereinafter referred to as "events"), provided notice of happening of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance; and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the purchasing officer as to whether the deliveries have been so resumed or not, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract provided also that if the contract is terminated under this clause, the purchaser shall be at liberty to take over from the contract at a price to be fixed by the purchasing Officer which shall be final. All unused, undamaged and acceptable material, bought out components and stores in course of manufacture in the possession of the contractor at the time of such termination or such portion thereof as the purchaser may deem fit accepting such material, bought out components and stores as the contractor may with the concurrence of the purchaser elect to retain.

### **3.11 RESOLUTION OF DISPUTES**

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

### **3.12 GOVERNING LANGUAGE**

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

### **3.13 APPLICABLE LAW**

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

### **3.14 TAXES AND DUTIES**

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

### **3.15 NOTICES**

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

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**CHAPTER - 4**  
**TERMS & CONDITIONS SPECIFIC TO THE CONTRACT**

**4.1 SECURITY DEPOSIT / PERFORMANCE GUARANTEE**

- 4.1.1** The successful Vendor shall furnish Security Deposit as a Performance Guarantee of 3% of initial value of work or Rs. 1,00,000 whichever is higher in the form of Bank Guarantee valid for the contract period within Ten days of the receipt of notification of award / Letter of intent from the Tendering Authority.
- 4.1.2** This bank guarantee should remain valid for a period of one year beyond the contract period.
- 4.1.3** On extension of the contract the successful Vendor shall have to extend the validity of this bank guarantee for the period for which extension has been awarded.
- 4.1.4** This extended bank guarantee should also remain valid for a period of one year beyond the period of which extension has been granted.
- 4.1.5** The pro forma of the performance guarantee is given at **(Annexure -9) (PSF)**
- 4.1.6** If the vendor fails to complete the Contract, The Secretary, MPSC shall have the right to cancel the order in full or part, forfeiting the Performance Security and the balance payments, if any.

**4.2 THE SCOPE OF WORK**

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

**4.3 DELIVERY SCHEDULE**

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

**4.4 PAYMENT TERMS**

- 4.4.1** No advance payment is admissible under any circumstances.
- 4.4.2** The payment shall be made after successful completion of the work as per the Schedule mentioned in Chapter - 3

**4.5 CONFIDENTIALITY**

- 4.5.1** Any information and data pertaining to the MPSC or any other agency involved in the Contract matter concerning Government of Maharashtra or with the agency that comes to the knowledge of the Vendor in connection with this contract shall be deemed to be confidential and the Vendor shall be fully responsible for the same being kept confidential and held in trust, as also for all consequences of its concerned personnel failing to do so. The Vendor shall ensure due secrecy of information and data not intended for Public distribution.
- 4.5.2** The affidavit on the following format to that effect should be submitted along with Security Deposit on appropriate Non-judicial Stamp Paper duly attested by Public Notary:-  
"Certified that any information and data pertaining to the MPSC or any other agency involved in the Contract or matter concerning Government of Maharashtra or with the agency that comes to the knowledge of the Vendor in connection with this contract will be deemed to be confidential and I /we are fully responsible for the same being kept confidential and held in trust, as also for all consequences of I / our personnel failing to do so. Also it is certified that I / we will maintain due secrecy of information and data will not be intended for Public distribution."

**4.6 WARRANTEE**

The Warrantee on the following format should be submitted along with Security Deposit which should be on appropriate Non-judicial Stamp Paper duly attested by Public Notary:-

**WARRANTEE FORM**

M/s -----having its registered office at herein after referred to as the Contractor having carefully studied all the documents, specifications, drawings, etc. pertaining to the Contract for works required for the completion of work of Providing desired services as per the Scope of the Work at both the Offices of the MPSC and the local and site conditions and having undertaken to execute the said works.

**DO HEREBY WARRANT THAT:**

- The Contractor is familiar with all the requirements of the Contract.
- The Contractor has investigated the site and satisfied himself regarding the character of the work and local conditions that may affect the work or its performance.
- The Contractor is satisfied that the work can be performed and completed as required in the contract.
- The Contractor has seen all risks directly or indirectly connected with the performance of the Contract.
- The Contractor has had no collusion with other Contractors, or with any other person to execute the said works according to the terms and conditions of the said Contract.
- The Contractor has not been influenced by any statement or promise of the MPSC or Officers of the MPSC but only by the Contract documents.
- The Contractor is financially solvent.
- The Contractor is experienced and competent to perform the Contract to the satisfaction of the Tendering Authority.
- The statement submitted by the Contractor is true.
- The Contractor is familiar with all general and special Laws, Acts, Ordinances, Rules and Regulations of the Municipalities, District, State and Central Government that may affect the work, its performance or personnel employed therein.

**DATE:**

**FOR AND ON BEHALF OF THE CONTRACTOR**

**4.7 SPECIAL CONDITIONS TO THIS CONTRACT-**

- 4.7.1** It shall be deemed that the tenderer has got fully acquainted with the scope of the work, working and other prevalent conditions and fluctuations thereto whether they actually visited the site/area or not and have taken all the above factors into account while quoting his rates.
- 4.7.2.** Police verification report & security clearance for all the staff is to be obtained before commencement of the work. The Tendering Authority will have the right to ask for police verification from the Vendor at any point of time.
- 4.7.3.** Vendors will have to make their own arrangement for supervision/vigilance on the activities of employees engaged by him for the work inside the office of the Tendering Authority.
- 4.7.4** The Vendor will be responsible for any misconduct, theft / attempt of pilferage or misdemeanor on the part of Vendor's employees engaged in the office of the Tendering Authority in connection with the contract work. If the Vendor's employee(s) is/are found to be involved in such activities the Vendor will be held responsible for the same, and apart from penalty/penal action, Vendor will be liable for administrative action including Blacklisting the Vendor for future Contracts.
- 4.7.5** The losses to government properties, if any by contract labourers, will be recovered from the Vendor. The demurrages charges/losses if any due to Vendor will be recovered from the Vendor. The Vendor will have to abide by all the security instructions and requirements as necessary and intimated by tendering authority

- 4.7.6 The Vendor will have to maintain daily attendance register and get it duly signed by representative of the tendering authority.
- 4.7.7 A complaint register will be kept at suitable location for complaints with regard to any aspect of service provided by the contractor.
- 4.7.8 Vendor is responsible for Verification and compliance of system and procedures as per IT Security Policy/ guidelines of the tendering authority.

#### **4.8 REPORTING PROGRESS**

- 4.8.1 Service Provider shall monitor progress of all the activities specified in the contract and submit free of cost daily progress report about various aspects of the work to the tendering authority.
- 4.8.2 The service provider shall also make such reports /Executive summary etc. available on live to the tendering authority. The tendering authority on mutual agreement between both parties may change the periodicity of such reports.
- 4.8.3 Extracts of the progress report to be termed, as "Executive Summary" shall be submitted in 3 copies, along with 3 copies of daily progress report.
- 4.8.4 The same is required to be submitted in soft copy as well. Formats for such reporting shall be discussed and finalized mutually.
- 4.8.5 The facilities / services, and/or labour to be provided by the Service Provider under the Contract and the manner and speed of execution and maintenance of the work are to be conducted in a manner to the satisfaction of the representative of the tendering authority in accordance with the Contract. Should the rate of progress of the work, compliance to the requirements of its facilities, or any part of them at any time fall behind the stipulated time for completion or is found to be too slow to ensure completion of the works or insufficient for satisfactory operation of the services, the representative of the tendering authority shall so notify the Service Provider in writing.
- 4.8.6 The Service Provider shall reply to the written notice giving details of the measures he proposes to take to expedite the progress so as to complete the works by the prescribed time. The Service Provider shall not be entitled to any additional payment for taking such steps. If at any time it should appear to the tendering authority or the representative of the tendering authority that the actual progress of work does not conform to the approved programme, the Service Provider shall produce at the request of the representative a revised programme showing the modification to the approved programme necessary to ensure completion of the works within the time for completion or steps initiated to ensure compliance/improvement to the stipulated requirements.
- 4.8.7 In case during the services, the progress falls behind schedule or does not meet the desired requirements, the Service Provider shall deploy extra manpower, resources, infrastructure to make up the progress or to meet the requirements. Programme for deployment of extra man power/ resources/ infrastructure will be submitted to the tendering authority for its review and approval, which approval shall not be unreasonably withheld. All time and cost effect in this respect shall be borne, by the Service Provider unless otherwise expressly provided in the Contract.
- 4.8.8 During the course of the work, if the service provider observes any major deficiencies, they should immediately bring such observations, deficiencies, areas of improvement and suggestions for improvement to the notice of the concerned persons. The service provider should also discuss and guide/help the staff of the tendering authority in implementation of the critical and important suggestions.
- 4.8.9 At the end of each phase, the service provider should submit a detailed report containing all the observations, deficiencies, areas of improvement and suggestions for improvement, for each system separately.

#### **4.9 HANDING OVER OF WORKS**

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

#### **4.10 COMMITTEE FOR SUPERVISION**

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

#### **4.11 SUB - CONTRACT**

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

#### **4.12 LEGAL JURISDICTION**

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

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**CHAPTER-5**  
**SCOPE OF WORK AND DETAILED TECHNICAL SPECIFICATIONS**

**5.1 Background**

**5.1.1 About MPSC:**

**Maharashtra Public Service Commission ("MPSC" or "the Commission")** is an Autonomous Body constituted and set up under Article 315 of the Constitution of India to discharge the duties and functions as assigned under Article 320 of the Constitution. The Commission accordingly recommends suitable candidates for the various Government posts and advising Government on various service matters like formulation of recruitment rules, advice on promotions, transfers and disciplinary actions etc. The Commission conducts recruitment process / examinations for appointment to the services of Government of Maharashtra and other allied organizations like BMC, BEST etc.

**5.1.2 Geographical Spread:**

(1) For Administrative purposes the Office of the MPSC is situated at two places viz. 5<sup>1/2</sup><sup>th</sup>, 7<sup>th</sup> and 8<sup>th</sup> Floor, Cooperage Telephone Exchange Bldg., Maharshi Karve Road, Mumbai-400021 and Bank of India Bldg., 3rd floor, M. G. Road, Fort, Mumbai-400001.

(2) The Vendor/Contractor has to make arrangement for the services under this contract at various places across the State of Maharashtra as per the requirement.

**5.1.3 Major Functions:**

**5.1.3.1** As assigned under Article 320 of the Constitution of India, MPSC has been entrusted with the following major functions:-

- (1) To conduct examinations for appointments to the services of Government of Maharashtra and other allied organizations.
- (2) To advise the state Government on:
  - (a) Matters relating to methods of recruitment to the various services
  - (b) Suitability of candidates for appointment to the services through promotions, deputations and nominations and transfers
  - (c) Disciplinary matters affecting Government servants;
  - (d) Claims for reimbursement of legal expenses incurred by Government servants while defending legal proceedings instituted against them for acts done or purporting to be done in the execution of their duties.
  - (e) Claims for award of injury/family pension to Government servants and;
  - (f) Any other matter referred to them by the Governor;

**5.1.3.2** In addition, in the State of Maharashtra, the Commission also deals with the following matters:

- (1) Under Section 80-B of the Mumbai Municipal Corporation Act, the Commission have been entrusted with the responsibility of advising –
  - (a) The Municipal Corporation of Greater Mumbai regarding appointments to posts under the control of Corporation, which are equivalent to or higher than the post Executive Engineer. And;
  - (b) The Mumbai Electric Supply and Transport undertaking regarding appointments to posts in Grade – A – II.
- (2) To hold departmental examinations for certain Government Departments for employees of their Departments and advice government regarding other matters pertaining to the examinations.

**5.1.3.3 The recruitment may consist of the following methods:-**

- (1) Preliminary and Main examination.
- (2) Preliminary and Main examination + Physical Test.
- (3) Preliminary and Main examination + Physical Test and Interview.
- (4) Written Test followed by Interview.
- (5) Only Written Test.
- (6) Selection through Interview.

**5.1.3.4** On an average MPSC annually recruits for 3000 to 5000 posts for various Government Departments. The details of examinations conducted in previous year with the number of applications received are as followed:-

Description	2015	2016	2017
Number of applications received	8,72,839	7,73,552	16,92,535
Number of candidates for which interview conducted	9,054	4,765	3,707
Number of candidates for which physical Test conducted	765	3,183	2,312

**5.1.3.5** The details about the activities of the Commission, published notification, examination conducted and other relevant information may be obtained from MPSC portal viz. [www.mpsc.gov.in](http://www.mpsc.gov.in)

**5.2 Scope of work**

**5.2.1 The requirement:**

- (1) Installation and commissioning of Biometric Machines at each and every Examination Sub-centre at the time of examination or the venue of interviews or physical Test conducted by the Maharashtra Public Service Commission, Mumbai as per requirement on turnkey basis for carrying out the Aadhaar based biometric identification OR capture of thumb impression through Integrated Standardization Testing and Quality Certification (STQC) approved thumb scanner and photograph capture of those candidates whose Aadhaar identification is not possible due to various reasons on the day of the examination and verify the identity of such candidates during later stages of the examination.
- (2) Capturing of thumb/finger impressions, barcodes or QR codes and photographs using the Biometric Machines without causing disturbance to the candidates during the Examination at each and every examination centre across all the district centres of Maharashtra.
- (3) Capturing of thumb/finger impression of the candidates well before the schedule exam time.
- (4) Matching the demographic data with software solution and Aadhaar card
- (5) Preparation and storage of data.
- (6) Submitting Report in case of discrepancy during matching with earlier data.
- (7) Transfer of data in new Hard Disc to the Commission within two days of examination duly authenticated.
- (8) Submission of attendance report in PDF/Excel/SQL formats for each Sub-centre along with present percentage to the nodal officer before completion of examination.
- (9) Deployment of at least one machine for every 75 candidates and one standby machine for every 150 candidates.



(10) Marking/Stamping or sticking of hologram for verification remark on copy of the photo identity proof of the candidates.

#### **5.2.2 Detailed Scope of the Work:-**

- (1) MPSC has invited the online applications from the candidates for various examinations. The application data has been captured by MPSC.
- (2) Centre and Sub-Centre allotment as per the option exercised by the candidate will be done by MPSC.
- (3) MPSC will provide Sub-centre wise data (Roll numbers, name and/or corresponding Aadhaar numbers) of all registered candidates to the authorized service provider.
- (4) The entire data will be provided to the agency well in advance so that they get enough time for preparation and mobilization of their resources for the concerned activity.
- (5) Service Provider has to use this data for the configuration of their biometric devices and shall enable Aadhaar based authentication OR fingerprint capture and candidate verification during the examination and subsequent stages of the process.
- (6) Examinations have to be conducted in various phases as stated herein above. The Aadhaar based biometric authentication has to be conducted at each phase of the examination; to ascertain and establish the identity of the candidates appearing at various stages as per the discretion of the tendering authority.
- (7) The Sub-centres for the preliminary examination have been fixed at each district centre (Approx-37 District centres) in Maharashtra. The agency has to make arrangements according to the strength of the candidates in the Sub-centres as provided by MPSC.
- (8) The centres for the Main Examination (Written), Physical Test and Interview will be normally Aurangabad, Nagpur, Mumbai and Pune. If there is change then it will be communicated later to the agency as and when required.
- (9) The aadhar based authentication of the candidates should be done after verification of the admission certificate and photocopy of the identity proof of the candidates and thereafter marking/stamping or sticking of hologram for verification remark on copy of the photo identity proof of the candidate.
- (10) The Vendor has to capture Bar-code or QR-Code given in the Admission Certificate of the candidates before Aadhar based Authentication.
- (11) After capturing the Bar-Code or QR- Code on the Admission certificate and verification of the identity proof of the candidates, the vendor/service provider has to tag the photocopy of the identity of proof of the present candidate with a hologram after successful verification of the identity of the candidate.
- (12) The hologram tagged on the identity proof of the candidates should contain serial number/employee id of the service provider. The matter on the hologram will be finalized after mutual discussion with officers of the tendering authority which may be different for each exam, if needed. The cost of hologram will be borne by service provider.
- (13) Without verification of the candidate and tagging of hologram on the copy of the identity proof of candidate, not a single candidate should be allowed for the examination.
- (14) The authentication of the candidate should be Aadhaar based. Aadhaar based means that the Biometric device used by the authorized agency has to capture a biometric entry (mostly thumb or any other finger impression or Iris) from the candidate who are appearing and writing the examination at the examination hall and fetch a real time detail of the candidate from the UID server and store it in the Central Database.
- (15) The KYC data of the candidate should be downloaded and stored against the candidate details provided by the MPSC. It should not be simple YES/NO based authentication.
- (16) For Persons with Disability [PwD] candidates; the agency has to capture biometric entry of the scribe who is present at the time of examination along with concerned candidate.
- (17) The agency has to provide a real time dashboard which will be located at MPSC Office, Mumbai on the day of examination.
- (18) The dashboard should regularly update the status of the biometric details captured of the candidates on real time basis.
- (19) It should clearly show the reason for those cases where Aadhaar based authentication could not be done and identity could not been established for the candidates and whether thumb impression with photograph has been captured and updated in the database.
- (20) For the candidates whose real time Aadhaar based biometric details couldn't be matched with the UID Servers thus making UID base authentication impossible, the agency has to capture the biometric and photograph of the candidate and store it in the database. Also in the comment section of the database it has to be clearly mentioned that due to what reason Aadhaar base authentication couldn't have been done. These details must appear on the Centralized dashboard established at MPSC for the examination. For such candidates, the biometric details captured at the preliminary examination level will be matched with the data captured at the later stages of the examination/Selection process. There may be various reasons for that, for example network problem, wrong UID data being provided by the candidate at the time of applying, problem in finger print recognition, any other unforeseen reason etc. In all such cases agency has to take the action as prescribed above.
- (21) For candidates whose Aadhaar based authentication couldn't happen, their biometric registration shall involve capturing the digital photo and scanning their index fingers. The scanning of the fingers shall be done in the following sequence if the index finger scanning cannot be done: middle finger, ring finger, little finger, and thumb of the hand. If required, toe print may be collected.
- (22) Photo taken at the time of examination for those candidate whose aadhar based authentication could not happen, should be clearly visible. It should be ensured that photo is not captured against light/sunrays.
- (23) The captured data shall be sole property of MPSC.
- (24) Installation of Biometric Machine at each Examination venue has to be done well in advance with the required manpower across the designated places where the examination/Selection process is being conducted. The entire effort estimation has to be done by the service provider agency in this regard.
- (25) All the devices provided should be in working condition and they should have minimum 8 to 10 hours backup power supply on the day of the examination. Additional/extra devices/instruments should be made available as per normal practice in case of emergency.
- (26) All the devices/instruments provided for proposed work/services should be thoroughly tested before one day of the scheduled exam day. It should be ensured that all the devices/instruments are in working conditions for all purposes. If at any stage it is found that devices/instruments provided do not work satisfactory or failure due to any reason, it will be treated as breach of contract and penalty will be levied at the discretion of the tendering authority.
- (27) The network connectivity for each sub-centre should be checked before one day of the scheduled exam and it should be ensured that full coverage of mobile network is available at that sub-centre. Also, the connection of mobile service provider whose best network is available at respective sub-centre should be provided for uninterrupted mobile coverage.

- (28) The capturing of thumb / finger & Photographs by the Biometric Machines shall not be stopped on any ground and data capturing / identification work must be completed during the stipulated time period of the examination.
- (29) It has to be ensured by the agency that biometric authentication or capture of biometric data should take minimum time of a candidate and should not distract candidate in any form. The manpower should be adequately trained for the same.
- (30) Sufficient number of portable devices and trained manpower shall be utilized during the verification process such that the entire operation of biometric registration gets completed in a smooth way within the specified timeframe that is the time of examination.
- (31) The agency is not allowed to take away any data either in hard copy or soft copy and the work is to be carried out only at the designated venue.
- (32) The agency must verify identity of the candidates from the captured data taken during the selection process at the time of later stages viz. Mains (Written), Mains (Personality Test), Document Verification etc.
- (33) The agency will have to ensure that the Biometric Machines are functional and have done Aadhaar based Authentication or captured thumb/finger, Barcodes or QR Codes and Photographs of all the candidates who have appeared in the examination at the venue. Any omission in this regard will be taken seriously by the Commission. Adequate mechanism has to be put in place by the agency to ensure that no candidate appearing should be left out. The installation of Biometric Machines should be done on scheduled date of examination in such a way that the Biometric machines are required to be functional well before and during the scheduled time of commencement of the examination. The Agency should keep in mind that no candidate should get left out during the process. To organize this, required manpower shall be provided by the agency only. At any point of time, no Biometric facility shall be interrupted due to any technical fault/power failure etc. and the Agency shall take due care of functioning of the process with adequate power backup / buffer stock at each examination centre during the conduct of examination and as per the time period mentioned in the Work Order.
- (34) The examination may be conducted in two sessions in a day at the same centre. The agency has to ensure that the biometric authentication capturing of thumb/finger, Barcodes or QR Codes, verification of Admission certificates and photo identity proof of the present candidates, tagging of hologram with the copy of the photo identity proof of the candidates and capturing of photographs has been done separately in both the sessions for the examination. If required for those candidates, whose Aadhaar based authentication is not done but biometrics are captured and stored, agency has to match the Forenoon session data with the Afternoon session and in case of any discrepancy found, same has to be reported to the MPSC. The scheme and schedule of activities for the selection process will be communicated later to the agency well in advance on case-to-case basis.
- (35) The agency has to submit work completion certificate along with the centre details as provided by the MPSC after the work is completed.
- (36) Aadhaar Authentication or (Thumb and Photo, for those candidates whose Aadhaar authentication is not possible) should be uploaded on the Central Server on the same Day.

#### **5.2.3 Statutory compliance:-**

- (1) The authentication should be done as per Aadhaar (Authentication) Regulations 2016 amended from time to time.
- (2) All devices and equipment used for authentication shall be certified as required and as per the specifications issued, by the Authority from time to time for this purpose.
- (3) The client applications i.e. software used by requesting entity for the purpose of authentication, shall conform to the standard APIs and specifications laid down by the Authority from time to time for this purpose.
- (4) Agency should make compliance of guidelines issued from regulating authority regarding information security for Authentication User Agencies from time to time.

#### **5.2.4 Technical features of Biometric devices/Machines:-**

- (1) The machine should have capability of capturing and authenticating finger print in both offline and online modes.
- (2) The machine should have an integrated camera to take the photographs of the candidates. The quality of integrated camera should be of high resolution and should not be less than 5 Mega Pixel.
- (3) The machine should have battery backup of at least 10 hours of continuous working.
- (4) It should not be a laptop based solution.
- (5) The machines should be GSM/at least 3G enabled.
- (6) Agency should have Sub-AUA or AUA or ASA license.

#### **5.2.5 Security of Systems and Data:**

- (1) It is expected that the Vendor will incorporate appropriate security features in the application for safety of application itself and data. The Vendor shall design and develop the application in such a way that proper security is implemented at various levels such as Application, Database and also provide security and antivirus protection at Operating System Level.
- (2) The Vendor shall, to the extent relevant and possible, be guided by the standard information Systems Security Policies and Guidelines or suitable Industry standards
- (3) The software solution shall contain all suitable security features and firewalls using the latest features to protect and secure the databases used by the proposed system, data in transit etc.
- (4) The software developed by the Vendor shall be hosted and maintained by the Vendor on its Web Server in India. And it should be as per the general guidelines issued by Government of India as amended from time to time.
- (5) **Disaster Recovery ("DR") Site:**

- (1) It is expected that the Vendor should establish DR Site and replicate the database of software at DR Site Instantaneously with online connectivity.
- (2) In case of any disaster, such as fire, flood, terrorist threat or other disruptive event, the Vendor should activate the Software to function from the DR Site and continue to operate in a reasonable period of time of 48 hrs.

#### **5.2.6 CHANGE OF SCOPE**

**5.2.6.1** The client may at any time, by written order make changes within the general scope of contract.

**5.2.6.2** If any such change causes an increase or decrease in the cost of, or the time required for the tenderer's performance of any part of work under the contract whether changed or not changed by the order, an equitable adjustment shall be made in the contract price or delivery schedule or both, as per the procedure mentioned herein the Tender Document and the contract shall be accordingly amended.

#### **5.2.7 VENDOR'S PERSONNEL**

**5.2.7.1.** The vendor shall employ and provide such qualified and experienced personnel acceptable to tendering authority as are required to perform the services under the contract. It is desired that required number of resource personnel with adequate knowledge and speaking, writing capabilities of Marathi shall be made available by the Vendor at the office of MPSC.

- 5.2.7.2** A high standard of workmanship is required. Bidder must submit resumes of the personnel who would be employed for this project. Any change in the personnel on the project will require the prior approval of MPSC. The only personnel acceptable to the tendering authority should be deployed for this project.
- 5.2.7.3** The personnel deployed by the Vendor should be properly dressed and uniformed. The personnel engaged at all levels must wear Photo Identity Card at all times in the office premises.
- 5.2.7.4** The staff of the Vendor should be of an enthusiastic personality with excellent interpersonal skills flare for relations, Modest, fluent in written and spoken English, fluent in local languages.
- 5.2.7.5** During the contract period and after the end of the contract period, the vendor shall refrain from canvassing the client with the view to procure employment to the vendor's personnel.
- 5.2.7.6** As Marathi is Official Language of the Government of Maharashtra, the Vendor has to appoint personnel having proficiency with Marathi language. It may be ensured that some of the personnel should have knowledge of Marathi Typing.
- 5.2.7.7** The staff provided by the vendor will perform their duties in accordance with the instructions given by the officers of the Tendering Authority from time to time. The Tendering Authority will examine the qualification, experience etc. of the personnel provided before they are put on area positions. The vendor has to take approval for the staff deployed from the tendering authority before deployment. The tendering authority has every right to reject names of the personnel if the same is not acceptable to them before or after commencement of the project.
- 5.2.7.8** Substitute will have to be provided by the vendor against the staff proceeding on leave/or remaining absent.
- 5.2.7.9** The vendor will have to arrange the necessary Tools/Instruments/Software/Hardware required for smooth implementation of the project within the cost quoted in the Scope of Work. Tendering Authority shall entertain no separate claim of any kind by the vendor under any circumstances.
- 5.2.7.10** The proposed services shall be normally manned from 9.45 a.m. to 5.30 p.m. as per the requirement throughout the year as decided by the Tendering Authority depending upon necessity of the work/services. The Office of the Tendering Authority will remain closed on all Sundays, Second and Fourth Saturdays of every month and on all public holidays declared by Government of Maharashtra.
- 5.2.7.11** The Vendor should provide continuous telephone technical support at all times on all days.
- 5.2.7.12** The vendor should also deploy a person with adequate authority in the control room of the MPSC on the day of examination to deal with logistic problems arising at the venues/sub-centres of the examination.
- 5.2.7.13** The Vendor/Service provider should have their own infrastructure/efficient staff, machinery etc. for handling the above mentioned activity. The firm shall have to depute at least one Manager in each district of examination, one team Leader/Supervisor for each sub-centre. The Manager shall be permanent employee and other person should be empanelled by the tenderer after verifying their antecedents. No person deputed shall be less than higher secondary qualification.
- 5.2.7.14** The team leader appointed on each sub-centre should have full knowledge of the proposed work/services and he should take care of all activities to be done.
- 5.2.7.15** Briefing with respect to the proposed work/services should be done to all Supervisors/Team Leaders and Managers appointed for this project. It should be ensured that all the persons appointed should have got full knowledge of the proposed work/services.

#### **5.2.8 PROBLEM ESCALATION**

Problem escalation mechanism should be detailed in technical bid. The escalation should cover each level of the organization up to the level of the CEO of the organization.

#### **5.2.9 OTHER CONDITIONS**

- 5.2.9.1** Latest Technologies and hardware configuration shall be used for the proposed solution by taking the consent of the Client before finalizing the tools and technologies to be used for development.
- 5.2.9.2** Travel, boarding and lodging of the vendor's team on their visits to the various destinations would be paid by the vendor.
- 5.2.9.3** The Vendor shall indemnify the Client against all third-party claims of infringement of patent, trademark/ copyright or industrial design rights arising from the use of the supplied software and related services or any part thereof.
- 5.2.9.4** The Vendor shall provide training on appropriate aspects of the Software and Hardware or any other aspect that Client feels necessary to such persons nominated by the Client.
- 5.2.9.5** The number of candidates may vary from hundreds to Lakhs but there will not be minimum guaranteed number of candidates. Supply orders shall be placed on the Agency against the Contract for such quantities as may be decided by the MPSC.
- 5.2.9.6** Permission, if any required for the installation of the equipment at different places from the local authority/competent authority should be arranged by the agency itself, if they are selected. MPSC will not help or facilitate in this regard.
- 5.2.9.7** The number of candidates admitted at each examination Sub-centre varies from 100 to 504 approximately. Normally 24 candidates are permitted to appear for the examination in a single room.
- 5.2.9.8** Tendering authority will not be responsible for loss/damage of any equipment installed at all examination Sub-centres. The service provider shall be fully responsible for safety insurance and security of its equipments/infrastructure. Staff deployed for the services at examination Sub-centre should be in proper specific dress and should wear Identity card.
- 5.2.9.9** The Vendor will ensure that the space provided for completion of the work will not be misused in any manner.
- 5.2.9.10** The staff of the Tendering authority will carry out random checking of the work being done by the service provider and in the event, the bidder is not executing or completing the work of installation of Aadhar based Biometric machines for capturing and verifying Thumb impression, barcodes or QR codes and photographs of the candidates as per schedule/work order and quality decided, the Tendering Authority may impose a penalty. The penalty may be imposed for faulty Aadhar based biometric machines/inaccurate verification of thumb impressions of the candidates/faulty operation of the Aadhar based Biometric machines/erroneous transmission of the captured data. The bidder will ensure confidentiality of the data captured and undertaking should be given by the agency.
- 5.2.9.11** During rainy season arrangement for verification, etc should be made carefully as the same is not possible in open space.

#### **5.2.10 EXIT MANAGEMENT PLAN**

- 5.2.10.1** A detailed program of the transfer process that could be used in conjunction with a replacement Successful Service Provider including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer.
- 5.2.10.2** Plans for the communication with such of the Service Provider, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on Project's operations as a result of undertaking the transfer.
- 5.2.10.3** Plans for provision of contingent support to Services and Replacement Service Provider for a reasonable period (minimum one month) after transfer.
- 5.2.10.4.** Service Provider shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date, in case the contract is extended.

- 5.2.10.5.** Each Exit Management Plan shall be presented by the Service Provider to and approved by the tendering authority.
- 5.2.10.6.** The terms of payment as stated in the Terms of Payment Schedule include the costs of the Service Provider complying with its obligations under this Schedule.
- 5.2.10.7** In the event of termination or Scope of Work each Party shall comply with the Exit Management Plan.
- 5.2.10.8** During the exit management period, the Service Provider shall use his best efforts to deliver the services.
- 5.2.10.9** This Exit Management plan shall be furnished in writing to the tendering authority within 15 days from the receipt of notice of termination or one month prior to the expiry this Agreement.

\*\*\*\*\*

**ANNEXURE-1**  
**TENDER OFFER FORM (TOF)**

Date: \_\_\_\_\_  
Tender Reference No.: \_\_\_\_\_  
To  
The Secretary,  
Maharashtra Public Service Commission, 5<sup>1/2</sup>, 7<sup>th</sup> and 8<sup>th</sup> Floor, Cooperage Telephone Nigam Building, Maharshi Karve  
Road, Cooperage, Mumbai – 400 021.

**SUBJECT: TENDER DOCUMENT FOR PARTICIPATION IN THE TENDER PROCESS FOR PROVIDING AADHAR BASED  
BIOMETRIC AUTHENTICATION AND ATTENDANCE MARKING SERVICES**

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

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

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

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

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

If our Bid is accepted we shall submit the performance guarantee of bank of 3 % of the initial value of work or Contract or Rs. 1,00,000/- whichever is higher at the time of signing of Agreement in the Form prescribed by the Tendering Authority.

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

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

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

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

Dated this \_\_\_\_ day of \_\_\_\_\_ Signature: \_\_\_\_\_

(In the Capacity of : ) \_\_\_\_\_

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

.....

ANNEXURE-2

BIDDER'S AUTHORISATION CERTIFICATE

To,

**The Secretary,  
Maharashtra Public Service Commission,  
5<sup>1/2</sup>, 7<sup>th</sup> and 8<sup>th</sup> Floor, Cooperage Telephone Nigam Building,  
Maharshi Karve Road, Cooperage, Mumbai – 400 021.**

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

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

Thanking you,

The specimen signature of the authorized person is as:-

Authorised Signatory

<Name>

Seal

This tender document is not transferable

.....

**ANNEXURE-3  
SELF-DECLARATION (NOTARIZED AFFIDAVIT)**

Ref.....

Date: -

To,

**The Secretary,**

**Maharashtra Public Service Commission,**

**5<sup>1/2</sup>, 7<sup>th</sup> and 8<sup>th</sup> Floor, Cooperage Telephone Nigam Building,**

**Maharshi Karve Road, Cooperage, Mumbai – 400 021.**

I / We \_\_\_\_\_ Partner / Legal Attorney / Proprietor / accredited Representative of M/s \_\_\_\_\_ solemnly declare that:-

2. I / We are submitting tender for the work Against Tender Notice No. .... Dated .....

3. All documents/credentials submitted along with this tender are genuine, authentic, true and valid.

4. The price bid is unconditional.

5. If any information or document submitted is found to be false/incorrect, department may cancel my/our Tender and action as deemed fit may be taken against me/us including termination of the contract/supply order, forfeiture of all dues including Earnest Money and blacklisting of me/our firm and all Partners of the firm etc.

6. I / We accept the tender document as available on the website and my/our tender may be rejected if any tampering is found in them. I/We also undertake that I/We cannot raise any dispute in this regard.

7. I / We hereby declare that our Agency ..... is having unblemished past record and was not declared ineligible for corrupt and fraudulent practices either indefinitely or for a particular period of time.

8. I / We M/s \_\_\_\_\_ (Name of the Company) are not blacklisted in any Department of Government of India or any State Government or any public sector undertaking of State/Central Government as on today.

9. I / We further undertake that our partner M/s \_\_\_\_\_ (Name of Vendor) having office are also not blacklisted in any Department of Government of India or any State Government or any public sector undertaking of State/Central Government as on today.

10. I / We hereby declare that there are no pending cases against M/s \_\_\_\_\_ (Name & Address of Bidder) with Government of Maharashtra or any other court of law as on today.

11. I / We hereby declare that Bidder's company or Director/Owner of the company have not been declared by any Court or Competent Authorities in solvent or involved in any fraudulent mean(Economical & Criminal) as on today.

12. I/We hereby declare that any legal case and / or process is not pending against the company in any of the Courts/Statutory Authority in India or Abroad in respect of violation of IPR or any other provisions of Government of India's IT Act.

Name of the Bidder: -

Signature: -

Seal of the Organization: -

Note :-

(1) The Notorised Affidavit should be submitted before closing date fixed for Online Technical Bid Closing.

(2) No change of any kind should be made in this format. In-adequate information or change in format could lead to disqualification of the bid.

.....

**ANNEXURE-4  
DETAILS OF BIDDER**

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

**1. General Profile of the Company/Firm:-**

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

**2. Details of Manpower:-**

- 2.1 Technical Personnel available:
- 2.2 Number of Operators:
- 2.3 Number of Supervisors:
- 2.4 Number of Managers:

**3. Hardware**

- 3.1 Number of Aadhar based biometric (machines) available:-
- 3.2 Capacity for attending candidates per day : ----- Candidates
- 3.3 Since when engaged in providing services of biometrics:-
- 3.4 Experience in Domain Expertise:-

Ownership basis	Rental basis

**4. Quality Certificate, if any:**

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

**5. Awards for products/Services, if any:**

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

**6. Name, address and Telephone Number [Office, Residence, Mobile] of the Contact Person to whom all References shall be made regarding this tender:**

Telephone: Office -

Residence -

Mobile -

Fax No.:

E-mail:

Place:

Signature:

Date:

Name:

Company Seal

Note:

- [1] In-adequate information could lead to disqualification of the bid.
- [2] All items should be supported by proper documents.
- [3] No change of any kind should be made in this format. In-adequate information or change in format could lead to disqualification of the bid.

.....



**ANNEXURE- 5**

**DETAILS OF MANPOWER EXCLUSIVELY ASSOCIATED WITH THIS PROJECT**

(To be furnished on a separate sheet for each employee)

**NAME OF THE FIRM:** \_\_\_\_\_

- (1) Name of the staff and Designation:-
- (2) Date of Birth:-
- (3) Professional Qualification :-
- (4) Service in the firm from :-
- (5) Present Salary :-
- (6) Previous employment record :-

Sr. No	Organization	From	to	Total Salary
1				
2				
3				
4				
5				

**(7) Details of Key assignments handled in the past three years**

Sr. No	Organization	Month & Year	Details of assignment done
1			
2			
3			
4			
5			

Date: -----

Place: -----

Name of the Bidder: -

Signature: -

Seal of the Organisation

**Note:-** No change of any kind should be made in this format. In-adequate information or change in format could lead to disqualification of the bid.

.....

**ANNEXURE-6  
PERFORMANCE STATEMENT**

Bid No. .... Date of opening.....  
Name of the Firm.....

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

S.N. (1)	Name and Address of the client with Tel. No. (2)	Contact Person and Contact Number (3)	Nature of Job (4)	Number of subcentres involved in the project assignment (5)	Number of Candidates verified (6)	Number of biometric devices supplied (7)	Cost of project (In Rs.) (8)	Penalty imposed by clients if any (9)

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

**Note: (1)** Please enclose copies of Work-orders along with Completion Certificates / Client's Testimonial given by concerned organizations for whom work is done. Please note that, submission of completion certificates / clients testimonial is compulsory.

**(2)** In-adequate information or change in format could lead to disqualification of the Bid.

Date: -----

Name of the Bidder: -

Place: -----

Signature: -

Seal of the Organisation: -

.....

**ANNEXURE- 7**  
**Declaration for Price Schedule (PS)**

Tender Reference:

Last date and time for submission of Tender :

**The Secretary, Maharashtra Public Service Commission,**

**5<sup>1/2</sup>, 7<sup>th</sup> and 8<sup>th</sup> Floor, Cooperage Telephone Nigam Building, Maharshi Karve Road, Cooperage, Mumbai – 400 021.**

**SUBJECT:TENDER DOCUMENT FOR PARTICIPATION IN THE TENDER PROCESS PROVIDING AADHAR BASED BIOMETRIC AUTHENTICATION AND ATTENDANCE MARKING SERVICES.**

That we are sole owner/authorized agents/ of

.....  
That we/the undersigned agency is equipped with adequate machinery and other facilities/authorization/Licence required for providing services and our establishment is open for inspection by the representatives of MPSC

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

We do hereby undertake, that,

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

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

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

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

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

I / We agree to abide by the Terms and Conditions specified in this Tender and in the event of my / our Tender being successful/ we abide by it and to arrange supplies to your entire satisfaction.

Dated:

Signature:

Name of Agency:

Full Address:

Company Seal

**(ONE) PRICE SCHEDULE:**

**Providing services of Aadhar based biometric authentication and attendance marking services with device on turnkey basis as per the scope of the work:-**

Sr. No.	Description	Basic Rate (In INR)	Mention Type and Percentage of Tax (If any)	taxes (If any) (In INR)	Final Price (Inclusive of All Taxes) (In INR)
1	Rate per Candidate actually present for single session:-				
2	Rate per Candidate actually present for two session:-				

**(TWO) Time frame for making arrangement for providing Services/Authentication/Data/Reports as per scope of work:**

Sr. No.	Description	Time frame in working days
1	Upto 50,000 Candidates	
2	Upto 1,00,000 Candidates	
3	Upto 2,00,000 Candidates	
4	Upto 3,00,000 Candidates	
5	More than 3,00,000 Candidates	

**Note: - (1)** The prices quoted shall be in Indian Currency.

**(2)** The rates should be quoted for each cost item only and not as a lumpsum or minimum amount. Otherwise it could lead to disqualification of bid.

**(3)** Evaluation of the bids will be done to be summarized to arrive at lowest bidder.

**(4)** Time frame for making arrangement for providing services as per scope of work starts from date of purchase order.

.....

**ANNEXURE 8**  
**CONTRACT FORM (CF)**

AGREEMENT MADE this \_\_\_\_\_ day \_\_\_\_\_ of Two thousand \_\_\_\_\_  
Between \_\_\_\_\_ (hereinafter called "the Contractor") of the one part and the Secretary, Maharashtra Public Service Commission (hereinafter called "the MPSC") of the other part.

WHEREAS the contractor has tendered for providing Aadhar based Biometric Authentication Services to the MPSC, Mumbai (hereinafter called "The Tendering Authority ") as per the terms and conditions mentioned in the tender document. Whereas such tender has been accepted and the contractor has deposited with the Tendering Authority the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as security for the fulfillment of this Agreement.

NOW IT IS HEREBY AGREED between the parties hereto as follows:

The contractor has accepted the contract on the terms and conditions set out in the tender notice no. \_\_\_\_\_ dated \_\_\_\_\_ as well in the acceptance of tender no. \_\_\_\_\_ dated \_\_\_\_\_, which shall hold good during period of this agreement.

Upon breach by the contractor of any of the conditions of the agreement, the Tendering Authority may issue a notice in writing, determine and put an end to this agreement without prejudice to the right of the Government to claim damages for antecedent breaches thereof on the part of the contractor and also to reasonable compensation for the loss occasioned by the failure of the contractor to fulfill the agreement as certified in writing by the Tendering Authority which certificate shall be conclusive evidence of the amount of such compensation payable by the contractor to the Government.

Upon the determination of this agreement whether by efflux ion of time or otherwise the said deposit shall after the expiration of \_\_\_\_\_ months from the date of such determination be returned to the contractor but without interest and after deducting there from any sum due by the contractor to the Government under the terms and conditions of this agreement.

This agreement shall remain in force until the expiry of 36 months from the date of entering into the contract but the Tendering Authority may cancel the contract at any time upon giving one months notice in writing without compensating the contractor.

In witness whereof the said \_\_\_\_\_ has set his hand hereto and the Tendering Authority has on behalf of the Government of Maharashtra affixed his hand and seal thereto the day and year first above written.

The Tendering Authority may give notices in connection with the contract.

In consideration of the payments to be made by the Tendering Authority to the Bidder as hereinafter mentioned the Bidder hereby covenants with the Tendering Authority to provide the Services and to remedy defects therein conformity in all respects with the provisions of the Contract.

The Tendering Authority hereby covenants to pay the Bidder in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

If subject to circumstances beyond control (Force Majeure) the contract fails to deliver the services in accordance with the conditions mentioned in the tender, the Tendering Authority shall be entitled to render services from else other organization after giving due notice to the Bidder on the amount and at the risk of the Bidder without canceling the contract in respect of the consignment not yet due for delivery, or to cancel the contract.

In the event of action to be taken, the contractor shall be liable for any losses, which the Tendering Authority, may sustain on that account. The recovery by way of penalty shall be made by deducting the amount from the bills be made good by a credit note within the stipulated period for the purpose.

Mumbai

CONTRACTOR

Witness:

- 1.
- 2.

Secretary, Maharashtra Public Service Commission  
On behalf of the Maharashtra Public Service Commission

**ANNEXURE-9**  
**PERFORMANCE SECURITY FORM (PSF)**

To:  
(Name of Indenter)

WHEREAS \_\_\_\_\_ (Name of Bidder) hereinafter called "the Bidder" has undertaken Contract No. \_\_\_\_\_ dated \_\_\_\_\_ 20\_\_ to render services hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the Bidder shall furnish you with a bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Bidder's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Bidder a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Bidder, up to a total of \_\_\_\_\_ (Amount of the guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Bidder to be in default under the contract and without cavil or argument, any sum or sums within the limit of \_\_\_\_\_ as aforesaid, without your needing to prove or to show the grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Signature and Seal of Guarantors

\_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

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

\_\_\_\_\_

\*\*\*\*\*

**Annexure – 10**

**Format for Technical Proposal**

**LIST OF DOCUMENTS / INFORMATION TO BE UPLOADED/SUBMITTED ONLINE**

The following documents should be uploaded in the form of PDF files / Scanned images on the e-Tendering website by the tenderers during online bid preparation stage.

**Technical Bid (T1)**

- (1) Tender offer form duly filled in. (Annexure -1)
- (2) Bidders Authorization Certificate. (Annexure - 2)
- (3) Self Declaration for unblemished record (Annexure - 3) (Notarized Affidavit)
- (4) Details of Bidder (Annexure - 4)
- (5) Details of Manpower (Annexure-5)
- (6) Performance statement along with necessary Documents (Annexure – 6)
- (7) Copies of Certificate of incorporation of the firm. (Company registration certificate)
- (8) Copy of ISO certifications.
- (9) Copy of GST Registration Certificate from concerned Government Department
- (10) Copy of GST Clearance Certificate or GST payment Challan from concerned Government Department as on 1st January, 2018
- (11) Copy of PAN Card.
- (12) Copy of the Income Tax clearance certificate or Income Tax Return acknowledgement for last three years as on 1st April, 2017.
- (13) Certificate from its C.A. stating that the Bidder is profit making for preceding three (3) years with a minimum annual turnover of Rupees 3 (Three) Crores from related business as on 1st April, 2017.
- (14) Proof in support of experience of similar work undertaken in last 3 years for Installation and commissioning of Biometric machines to capture thumb/finger impression and photograph of the candidate in Central/State Government/ University/State Level Board/Government Organization/PSU as on 1<sup>st</sup> January, 2018.
- (15) Proof in Support of Execution of at least 3 Orders from the Government Organization/Central/State Government /University/PSU for providing the services of biometric capture and verification for at least of the order of minimum 3,00,000 candidates in a single shift during any of the three previous financial years (2014-2015,2015-2016, 2016-2017).
- (16) Proof in support of purchase/possession of minimum 4000 biometric machines with make and model No.
- (17) Proof in support of having sub-AUA or AUA or ASA License from the concerned regulatory authority(UIDA) valid as on 1<sup>st</sup> January, 2018.
- (18) Copies of its audited financial statements for past three years. (i.e. 2014-15, 2015-16, 2016-17)
- (19) Proof in support of permanent presence of office in Mumbai / Thane / Navi Mumbai (Mumbai Shop and Establishment Registration/ GST Registration Certificate).

**Note:**

- (1) If, during online bid preparation, any need arises to upload additional documents, apart from the above mentioned documents, an option to upload additional documents has been provided in the e-Tendering software which will be available to bidders during online bid preparation stage.
- (2) Original notarised affidavit of self declaration for unblemished record should be submitted in the office of tendering authority before opening of technical bid.

**Commercial Bid (C1)**

- (1) Declaration for Price Schedule (Annexure 7)

\*\*\*\*\*

**Annexure-11**  
**Format for clarification**

**Pre-Bid Queries Format**

**Name of the Supplier:**

**Department Name:**

**Tender Ref No. :**

**Tender Name:**

**Due Date:**

<b>Sr. No.</b>	<b>REP Page No.</b>	<b>RFP Clause No.</b>	<b>Clause Title</b>	<b>Queries/Clarification</b>	<b>Justification by Bidder</b>