



महाराष्ट्र लोकसेवा आयोग
Maharashtra Public Service Commission

मुख्य कार्यालय : ५/१ व ८ वा मजला, कुपरेज टेलिफोन निगम इमारत, महर्षि कर्वे मार्ग, कुपरेज, मुंबई ४०००२१ दूरध्वनी-२२७९५९०० फॅक्स:२२८८०५२४
फोर्ट कार्यालय : बँक ऑफ इंडिया इमारत, ३ रा माळा, फोर्ट, मुंबई ४००००१ दूरध्वनी :२२६७०२९०/१४८/२४८,२२९०२२२. फॅक्स : २२६७३९९५

ई-मेल – sec.mpsc@maharashtra.gov.in वेबसाईट - www.mpsc.gov.in, <https://mahampsc.mahaonline.gov.in>

No.MIS-0615/CR-02/2021/III

Date: 29th January, 2021

**TENDER FOR PROVIDING IMPERSONATION CONTROL MECHANISM
THROUGH IRIS AND FACIAL RECOGNITION PROCEDURE DURING EXAMINATIONS
Tender Notice No. 01/2021**

The Secretary, Maharashtra Public Services Commission invites online Technical and Commercial bids from eligible bidders for **“PROVIDING IMPERSONATION CONTROL MECHANISM THROUGH IRIS AND FACIAL RECOGNITION PROCEDURE DURING EXAMINATIONS”** as per the Scope and Detailed Specifications of the Requirement given in the detail tender document.

2. It is highly important that all activities like filling of bids/inclusion of bids/depositing tender fees/EMD should be completed within the stipulated time/schedule according to the following time-table:-

Sr. No.	Activity	Date and Time
1	Tender Publication	29/01/2021 at 17.00
2	Bid Submission Start Date	29/01/2021 at 17.00
3	Pre Bid Meeting Date	03/02/2021 at 14.00
4	Place for Pre-Bid Meeting	Maharashtra Public Service Commission, Bank of India Building, 3 rd Floor, M. G. Road, Fort, Mumbai-400001.
5	Bid Submission End Date	22/02/2021 at 15.00
6	Price of Tender Document	RS.20,000/- (Rupees Twenty Thousand Only) (Non refundable) to be paid through Online Payment Modes
7	EMD	Rs. 5,00,000 (Rs. Five Lakh only) to be paid through Online Payment Modes during Bid Preparation Stage.
8	Place of Opening Tender Offers	5 th , 7 th and 8 th Floor, Cooperage Telephone Nigam Building, MaharshiKarve Road, Cooperage, Mumbai – 400 021.
9	Address for Communication	Secretary, Maharashtra Public Service Commission 5 th , 7 th and 8 th Floor, Cooperage Telephone Nigam Building, MaharshiKarve Road, Cooperage, Mumbai – 400 021.
10	Contact Telephone & Fax Numbers	Phone: 022- 22102150 email- sec.mpsc@maharashtra.gov.in

3. Interested Bidders may view and download the Tender document containing the detailed terms and conditions, etc from the websites viz. <https://mahatenders.gov.in> and <https://mpsc.gov.in>

Principal Secretary
Maharashtra Public Service Commission

MAHARASHTRA PUBLIC SERVICE COMMISSION

5½, 7th and 8th Floor, Cooperage Telephone Nigam Building, MaharshiKarve Road,

Cooperage, Mumbai – 400 021.

Telephone No-(022) 22102150

e-mail- sec.mpsc@maharashtra.gov.in



Tender Document

For

**Providing Impersonation Control Mechanism through IRIS and Facial recognition
Procedure during Examinations**

[PRICE RS. 20,000 / -]

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CHAPTER – I
INSTRUCTIONS TO BIDDERS FOR SUBMISSION OF BIDS

1.1 INSTRUCTIONS FOR ONLINE BID SUBMISSION:

- 1.1.1 Tender document is available on e-tendering System of Government of Maharashtra i.e. <https://mahatenders.gov.in>.
- 1.1.2 The bidders are required to submit soft copies of their bids electronically on e-tendering System of Government of Maharashtra using valid Digital Signature Certificates.
- 1.1.3 Detailed information for submitting online bids may be obtained at <https://mahatenders.gov.in>.
- 1.1.4 Any queries relating to the process of online bid submission or queries relating to e-tendering System of Government of Maharashtra i.e. <https://mahatenders.gov.in>, in general is available at 24x7 Help desk, the contact of which is 0120-4200462/4001002/4001005/6277781.

1.2 COST OF TENDER DOCUMENT:

The Bidder needs to submit non-refundable tender fee of Rs. 20,000/- (Rupees Twenty Thousand only) through online mode only.

1.3 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.

1.4 BIDDING DOCUMENTS:

- 1.4.1 The Bidder is expected to examine all instructions, forms, terms, Conditions and specifications given in the bidding documents.
- 1.4.2 Failure to furnish all information 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.
- 1.4.3 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 / Pro-forma in the tender are not fully furnished.
- 1.4.4 A Prospective Bidder requiring any clarification in the Tender document may notify the Tendering Authority in writing or by email at the mailing address as indicated.
- 1.4.5 The Tendering Authority will respond in writing or by email 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.
- 1.4.6 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.

1.5 PRE-BID MEETING/CLARIFICATION OF BIDS:

- 1.5.1 MPSC will host a Pre-Bid Meeting for queries (if any) by the prospective bidders. The date, time and place of the meeting are given in this tender document
- 1.5.2 The representatives of the bidders may attend the pre-bid meeting at their own cost. The purpose of the pre-bid meeting is to provide a forum to the bidders to clarify their doubts / seek clarification or additional information, necessary for them to submit their bid.
- 1.5.3 All enquiries from the bidders relating to this tender must be submitted to the MPSC as per Schedule. These queries should be emailed to sec.mpsc@maharashtra.gov.in with subject line "Pre-bid queries"
- 1.5.4 The queries should necessarily be submitted in the following given format:-

Query Regarding Tender Notice Number – /2021 of MPSC

Request for Clarification					
Name and Address of the Organization submitting request					
Name and Position of Person submitting request					
Contact Details of the Organization /Authorized Representative					
Tel:					
Mobile:					
E-mail:					
Sr. No.	Document Page	Document Clause No.	Clause Title	Queries/Clarification Sought	Justification by Bidder

- 1.5.5 Queries submitted post deadline, or which do not adhere to the above-mentioned format; may not be responded to.
- 1.5.6 MPSC will endeavor to provide timely response to all the queries. However, MPSC makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does it undertake to answer all the queries that have been posed by the Bidders.
- 1.5.7 Any modifications of this Tender, which may be necessary because of the pre-Bid Meeting or for any other reason, shall be made available exclusively through a corrigendum.
- 1.5.8 Any such corrigendum shall be deemed to be incorporated into this Tender. In case of any such amendment of the Tender, the Bid submission date may be extended in its sole discretion
- 1.5.9 Based on queries received, the MPSC may amend the Tender/issue Corrigendum, if required on the website of MPSC viz. www.mpsc.gov.in or e-tendering portal viz. <https://mahatenders.gov.in>.

1.6 AMENDMENT OF BIDDING DOCUMENTS

- 1.6.1 At any time prior to the deadline for 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 terms and conditions in the bidding document.
- 1.6.2 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.

1.7 NON-TRANSFERABLE BID

The tender document is not transferable.

1.8 LANGUAGE OF BID

- 1.8.1 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**.
- 1.8.2 Wherever the correspondence is not in English, requisite translation should be attached, and the English version shall prevail in case of dispute.

1.9 BID FORM

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

1.10 BID CURRENCY

Prices shall be quoted in Indian Rupees only. The bidders are advised not to indicate any separate discount.

1.11 PREPARATION OF BIDS:

1.11.1 Bidders shall go through the 'Tender Document' carefully to understand documents required to be submitted as a part of bid.

1.11.2 Bidder in advance, should get ready the bid documents to be submitted as indicated in the Tender document/schedule and generally, it can be in PDF.

1.11.3 The bidders should take into account corrigendum, if any, published before submitting their bids.

1.12 ELIGIBILITY CRITERIA

1.12.1 Only those vendors who fulfill the following criteria are eligible to COMPETE:-

Sr. No.	Pre-Qualification Criteria	Proof of Document Required
1	The Bidder should have submitted requisite Tender Fee and EMD	Cost of tender document and EMD must be submitted through E-payment only.
2	The bidder should be a registered one under The Companies Act 2013 or Proprietorship firm or registered under other relevant Act/Laws and should be into existence in India for a minimum period of 5 years as on day of bidding.	(1) Certificate of Incorporation / Proprietorship / Partnership (2) PAN Card
3	The bidder should have GST Registration certificate valid as on 1st January, 2021.	Valid GST certificate
4	The bidder should have latest GST Payment Challan as per Laws /Acts/Rules as on 1st January, 2021	Copy of GST payment Challan from concerned Government Department on or after 1st January, 2021
5	The bidder should have Income Tax Clearance Certificate / Income Tax Return acknowledgment for last three years i. e. 2018-2019, 2017-2018, and 2016-2017.	Copy of the Income Tax Clearance Certificate or Income Tax Return acknowledgement for last three years i. e. 2018-2019, 2017-2018 and 2016-2017
6	The Bidder should be profitable with Average Annual turnover of INR 10 Crores during the last three financial years i.e. 2017-18, 2018-19 and 2019-20.	Certificate from its C.A.in Prescribed format (Annexure-8)
7	Bidder should have executed at least 1 work order of any Government Department/Semi-Government Department / PSU/ Autonomous Institutions/ Boards in India for at least 5000 candidate in single shift for the touch less IRIS/Facial authentication service in Examination during last 3 years as on day of bidding.	Work order/ Contract Copy/Completion Certificate
8	Bidder should have executed at least 1 work order of any Government Department/Semi-Government Department / PSU/ Autonomous Institutions/ Boards in India for Impersonation control and candidate authentication services in a Examination for at least 1,00,000 candidates a single assignment during last 3 years as on day of bidding	Work order/ Contract Copy/Completion Certificate
9	The Bidder should have Experience for working with any Public Service Commission in India for Iris/Face recognition based authentication services.	Work order/ Contract Copy/Completion Certificate
10	The Bidder should have a valid ISO9001:2015 certification for at least last one year as on day of bidding.	Copies of valid certificates in the name of the bidding entity
11	The Bidder should have a valid ISO 27001:2013 certification for at least last one year as on day of bidding	Copies of valid certificates in the name of the bidding entity
12	The Bidder must have adequate project resources with minimum of 1500 Portable Integrated IRIS devices.	Proof of purchase with Model No. must be enclosed.
13	The bidder should not have been Black Listed by any Government or PSU on the day of bidding	Self-declaration (Notarized Affidavit) in prescribed format (Annexure-) duly signed by the authorized signatory on Non – judicial stamp paper of INR 100/-

1.12.2 Documentary evidence for compliance of each of the eligibility criteria must be enclosed along with the bid together with the references as required in the Eligibility Criteria

1.12.3 Relevant portions, in the documents submitted in pursuance of eligibility criteria, shall be highlighted and all pages of the bid document should be serially numbered.

1.12.4 If the bid is not accompanied by all the above mentioned documents, the same would be rejected.

1.12.5 The tendering authority reserves the right to verify/evaluate the claims made by the vendor independently.

1.13 SUBMISSION OF BIDS

1.13.1 Bids shall have to be submitted online only.

1.13.2 Bidder should log on the e-tendering system of Government of Maharashtra well in advance for bid submission so that the bid is uploaded in time i.e. on or before the bid submission time.

1.13.3 The MPSC shall not be responsible for any delay due to any issues/ uploading the Bid or depositing online Fee/EMD etc.

1.13.4 Technical Bid:-

The bidder has to digitally sign and upload the following required bid documents one by one as indicated in the Tender document:-

- (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) Financial Information from its C.A. in prescribed format along with necessary documents as on Bid submission date (Annexure-7)
 - (8) Copies of Certificate of incorporation /Proprietorship/Partnership
 - (9) Copy of the PAN Card
 - (10) Copy of GST Registration Certificate from concerned Government Department valid as on 1st January, 2021.
 - (11) Copy of GST Clearance Certificate or GST payment Challan from concerned Government Department on or after 1st January, 2021
 - (12) Copy of the Income Tax Clearance Certificate or Income Tax Return acknowledgement for last three years as on 1st April, 2019
 - (13) Proof in support of having executed at least 1 work order of any Government Department/Semi-Government Department / PSU/ Autonomous Institutions/ Boards in India for at least 5000 candidate in single shift for the touch less IRIS/Facial authentication service in Examination during last 3 years as on day of bidding.
 - (14) Proof in support of having executed at least 1 work order of any Government Department/Semi-Government Department / PSU/ Autonomous Institutions/ Boards in India for Impersonation control and candidate authentication services in a Examination for at least 1,00,000 candidates a single assignment during last 3 years as on day of bidding
 - (15) Proof in support of having Experience for working with any Public Service Commission in India for Iris/Face recognition based authentication services.
 - (16) Copy of valid ISO9001:2015 certification for at least last one year as on day of bidding
 - (17) Copy of valid ISO 27001:2013 certification for at least last one year as on day of bidding
 - (18) Proof in support of having adequate project resources with minimum of 1500 Portable Integrated IRIS devices
 - (19) Escalation Matrix of Telephone Numbers for Service Support
- 1.13.5** Bidders are requested to note that they should necessarily submit their Technical bids and financial bids as per the format prescribed.
- 1.13.6** Bid shall signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation and shall form a part of the Proposal. The name and position of each person signing the authorization must be typed or printed below the signature. All pages of the Proposal shall be signed or sealed by the person signing the Proposal.
- 1.13.7** The time (which is displayed on the bidders' dashboard) will be considered as the standard time for referring the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 1.13.8** Upon the successful and timely submission of bids, the 'Portal' will display a successful bid submission message and a bid summary will be displayed with the Bid No., the date and time of submission of the bid alongwith all other relevant details.
- 1.13.9** The bid summary has to be printed and kept as an acknowledgment for the submission of the bid. This acknowledgment may be used as an entry pass for any bid opening Meetings.
- 1.13.10** Original copies shall be kept ready at the time of opening of the bids.
- 1.13.11 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.
- 1.13.12 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.
- 1.14 EARNEST MONEY DEPOSIT (EMD)**
- 1.14.1** Bidders are required to submit the Earnest Money Deposit (EMD) for **Rs/- 5,00,000/-** [Rupees Five Lakh only]
- 1.14.2** The EMD is to be paid through Online Payment Modes during Bid preparation.
- 1.14.3** Unsuccessful Bidder's Earnest Money Deposit will be returned as per procedure of e-tendering.
- 1.14.4** The successful Bidder's Earnest Money Deposit will be returned upon the Bidder executing the Contract Form and furnishing the Performance Security / Security Deposit.
- 1.14.5** The Earnest Money Deposit shall be forfeited:
- (1) If a Bidder withdraws its Bid during the period of bid validity or
 - (2) If the Bidder fails to accept corrections of arithmetic errors identified by the MPSC in the Bidder's Bid, if any or
 - (3) 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.
- 1.14.6 Exemption from paying Earnest Money Deposit:**
- (1) Indian manufacturers/suppliers who are Micro Small Medium Enterprises (MSME) small scale units and registered with National Small Industries Corporation under single point registration scheme are exempted from payment of earnest money deposit provided they to furnish a photocopy of valid registration with NSIC under the single point registration scheme, for the quoted item/s in support of claim along with their request letter.
 - (2) Mere registration as a SSI Unit does not qualify the Bidder for exemption from furnishing the EMD.
 - (3) The certificate with monetary limit indicated should be valid on the scheduled date/Extended date of submission of tender. Certificates without monetary limit will not be considered.
 - (4) The items of Product/Services mentioned under NSIC certificate should be the same or similar to the tendered item/s.
 - (5) The monetary limit stipulated in the certificate of MSMEs should be equal or more than the value of work(s)/Supply/Service under MSME benefits during the financial year plus estimated cost of this tender for availing EMD exemptions.
 - (6) In case the NISC/MSEs registration certificate is found invalid during evaluation, the bid of such bidder shall be rejected.
- 1.15 COMPLETENESS OF BIDS**
The bid shall be summarily rejected if all or any of the above documents mentioned are not uploaded in technical bid.
- 1.16 DEADLINE FOR SUBMISSION OF BIDS**
- 1.16.1** For Submission of tender, Bidder must complete the online bid submission stage as per online schedule of the tender.
- 1.16.2** 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 appointed time on the next working day.
- 1.16.3** 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.
- 1.16.4** If for any reason, any interested bidder fails to complete any of online stages during the complete tender cycle, the tendering authority shall not be responsible for that and any grievance regarding this shall not be entertained.

1.17 WITHDRAWAL OF BIDS

- 1.17.1** 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.
- 1.17.2** 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.

1.18 PERIOD OF VALIDITY OF BIDS

- 1.18.1** 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.
- 1.18.2** 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.

1.19 EVALUATION COMMITTEE

The Technical and Commercial Committee constituted by the Secretary, MPSC, shall evaluate the Tenders. The decision of the Committee in the evaluation of the Technical and Commercial bids shall be final.

1.20 OPENING OF TECHNICAL BIDS:

- 1.20.1** After the closing time and/or at any time and date specified thereafter, the Tendering Authority shall open the bids .
- 1.20.2** The financial bids shall not be opened till the completion of evaluation of technical bids.

1.21 CLARIFICATION OF BIDS

- 1.21.1** During evaluation of bids, the Tendering Authority may, at its discretion, ask the Bidder for a clarification of its bid.
- 1.21.2** 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.

1.22 SCRUTINY OF THE BID

- 1.22.1** 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.
- 1.22.2** 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.
- 1.22.3** 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.
- 1.22.4** 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 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, if required.

1.23 ADDITIONAL INFORMATION

- 1.23.1** The Tendering Authority may ask Bidder(s) for additional information/clarification, if required so.
- 1.23.2** Timely submission any information/clarification as required by tendering authority is mandatory on the Bidder. Otherwise it shall be treated as not substantially responsive and the Bid shall be rejected.

1.24 EVALUATION PROCESS

- 1.24.1** The Technical evaluation shall be done by a Committee appointed by Secretary, MPSC.
- 1.24.2** 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.
- 1.24.3** The Bidder should submit documentary evidence on its qualification/eligibility with the offer.
- 1.24.4** If the Bidder does not fulfill qualification/evaluation criteria, he will be treated as non – responsive and his/her offer will not be considered for further processing.
- 1.24.5** Technical assessment will be based on profile and track record, design and layout of content and presentable.
- 1.24.6** On the basis of technical assessment, the commercial bids of qualified Bidders be opened.

1.25 DATE OF OPENING OF COMMERCIAL BIDS

- 1.25.1** Commercial Bids of only technically qualified Bidders as mentioned above will be opened.
- 1.25.2** The opening of the commercial bid shall be online only.
- 1.25.3** The date will not be later than 60 days from the date of opening of technical bid.

1.26 REVISED COMMERCIAL BIDS

- 1.26.1** If there be any changes in the terms and conditions of the tender pursuant to the negotiations during the evaluation of the technical bids, which are likely to impact on the financial bids, it shall be mandatory for the Tendering Authority to seek revised commercial bids in sealed covers ONLY from those Bidders cleared by the Technical evaluation committee.

- 1.26.2** While seeking such revised commercial bids, the committee shall give reasons justifying the need for such a course of action.

1.27 OPENING OF COMMERCIAL BIDS

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.

1.28 EVALUATION OF COMMERCIAL BIDS

- 1.28.1** Financial bids will be evaluated on the basis of better quality and performance and/or total price,
- 1.28.2** The Financial Bids of only those Bidders short listed by Tendering Authority will be opened in the presence of their Representatives on a specified date and time to be intimated to the respective Bidders.
- 1.28.3** If the Tendering Authority considers necessary, Revised Financial Bids may be called for from the technically short listed Bidders before opening the original financial bids for recommending the final selection.
- 1.28.4** If revised financial bids are called for, the revised bids should NOT be higher than the original bids except in case of change in Government levies, otherwise the bid shall be rejected. Lowest Bidder will be selected as per the "Award Criteria".

1.29 NEGOTIATIONS:-

- 1.29.1** The Tendering Authority may at its discretion discuss with the Bidder(s) to clarify contents of their financial offer.
- 1.29.2** The successful Bidder will be informed in writing of the date, place and time for negotiations/clarifications, if any.
- 1.29.3** The successful Bidder will confirm in writing its participation in negotiations and ability to adhere to its Technical and Financial Proposals within five (5) days of receiving the notice in accordance with relevant Clauses.

- 1.29.4 Negotiations will include both technical and financial negotiation, depending on the requirement of the Tendering Authority.
- 1.29.5 Representatives conducting negotiations on behalf of the Bidder must have written authority to negotiate and conclude a Contract.
- 1.29.6 The Tendering Authority shall negotiate with the lowest bidder so as to meet its expectation of a cost effective sustainable and economically promising solution.
- 1.29.7 If the negotiation with lowest Bidder fails, the same shall be rejected and negotiation then shall be done with second lowest Bidder.
- 1.30 ACCEPTANCE AND REJECTION OF PROPOSAL:**
- 1.30.1 The tendering authority reserves the right to accept or reject any Proposal, and to annul the bidding process and reject all Proposals at any time before issuance of a Letter of award, without assigning any reasons and without incurring any liability to the Bidders.
- 1.30.2 The Tendering Authority is not bound to accept the lowest tender.
- 1.30.3 Any conditional and/or incomplete bid shall be summarily rejected.
- 1.31 AWARD CRITERIA:**
- 1.31.1 Contract will be awarded to the bidder whose Commercial Offer is determined to be the lowest quoting bidder and/or performance.
- 1.31.2 The Tendering Authority reserves the right to further negotiate the prices quoted by the lowest bidder.
- 1.31.3 If Rates of two or more bidders happen to be equal in that case the contract shall be awarded to the party with more experience/performance/goodwill of providing services at the discretion of Secretary, MPSC.
- 1.32 CONTACTING THE TENDERING AUTHORITY**
- 1.32.1 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.
- 1.32.2 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.
- 1.33 CORRUPT, FRAUDULENT PRACTICES / AND MISREPRESENTATION.**
- 1.33.1 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.
- 1.33.2 For the purposes of this provision, the terms defined for CORRUPT, FRAUDULENT PRACTICES / AND MISREPRESENTATION will be as per Law.
- 1.33.3 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;
- 1.33.4 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.
- 1.34 NOTIFICATION OF AWARD**
- 1.34.1 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.
- 1.34.2 Upon the successful bidder's furnishing of Performance Security /Security Deposit and contract form the Tendering Authority shall promptly notify each unsuccessful bidder and shall discharge their Bid security.
- 1.35 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) To vary, modify, revise, amend or change any of the terms and conditions in this Bid;
 - (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.
- 1.36 CONDITIONAL TENDERS**
- Hypothetical, ambiguous or Conditional tenders shall be summarily rejected.
- 1.37 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.

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" or "MPSC" means Maharashtra Public Service Commission
- 2.1.10** "Centre" means City in which Examination is to be conducted.
- 2.1.11** "Venue or Sub-Centre" means a City may have more than one location for holding the Examination which may be any School/College/Institution or any other location fixed by MPSC for conducting examination
- 2.1.12** "Examination" includes Written Test Interview and Physical Test
- 2.1.13** Devices or Machines means any valid instrument used for completing the contractual obligations

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 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.

2.5 VENDOR'S OBLIGATIONS

- 2.5.1** 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.
- 2.5.2** The Vendor is obliged to work closely with the staff of the Tendering Authority and abide by all instructions and directives issued by them.

2.6 CHANGE ORDERS

- 2.6.1** 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.
- 2.6.2** 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.
- 2.6.3** 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.
- 2.6.4** Expert Committee constituted by the Tendering Authority shall validate all such claims. The rate applicable for such adjustment is as fixed by Commercial Bid.
- 2.6.5** 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.

2.7 USE OF CONTRACT DOCUMENTS AND INFORMATION

- 2.7.1** 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.
- 2.7.2** 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.
- 2.7.3** 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.
- 2.7.4** 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.
- 2.7.5** 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.
- 2.7.6** 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.
- 2.7.7** Strict confidentiality shall be maintained by the Vendor and its employees/agents in respect of the information provided by the Commission to the Vendor.
- 2.7.8** The 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.

- 2.7.9** The Vendor shall have no authority to commit the Commission to any additional costs, fees or expenses in connection with the Project.
- 2.7.10** 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.
- 2.7.11** 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.
- 2.7.12** 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.

2.8 RESPONSIBILITIES

2.8.1 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.

2.8.2 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.

2.9 FINANCIAL AND LEGAL LIABILITY

2.9.1 The Vendor shall be solely responsible for any financial issues arising out of the result of this Contract.

2.9.2 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.

2.10 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:-

- (1) Any negligence or wrongful act or omission by the Bidder, employees of the Bidder or any subcontract or third party in connection with or incidental to this contract or
- (2) Any breach of any of the terms of this contract by all Vendors or any sub-contract or third party.
- (3) All third-party claims of infringement of patent, trademark/ copyright or industrial design rights arising from the use of the Services and related services or any part thereof.

2.11 STANDARDS OF PERFORMANCE

The Vendor is liable to complete the work in accordance with the specification and approved International standard according to various related Laws, Rules and Regulations.

2.12 POINT OF CONTACT

2.12.1 The Service Provider shall provide a single point of contact who will be responsible for the implementation and overall supervision Solution.

2.12.2 In case of any change in the contact person at a later point of time the Service Provider should communicate the same to the authorities.

2.13 DISCLAIMER

(1) This Tender is not an offer by the MPSC, but an invitation to receive offers from vendors.

(2) No contractual obligation whatsoever shall arise from the tender process unless and until a formal contract is signed and executed by duly authorized Officers of the MPSC With the vendor

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 Unless specifically provided for in the tender documents or any Special Conditions, no escalation in the Tender rates or prices quoted will be permitted.
- 3.1.3 Payment shall be made against Invoices after necessary verification (Agreement and Penalty Clause) and due diligence by MPSC
- 3.1.4 All taxes deductible at source, if any, at the time of release of payments, shall be deducted at source as per current rate while making any payment
- 3.1.5 In case of any recoveries are due to be made with regard to statutory levies, taxes, penalties and liquidated damages, etc., the MPSC reserves the right to effect the recoveries from the subsequent payments due to the Service provide
- 3.1.6 Wherever possible, payment shall be tendered in electronic mode (e-payment), through any of the designated bank. The Service Provider will comply by furnishing full particulars of bank account (e-mandate) to which the payments are to be routed.
- 3.1.7 MPSC reserves the right to make payment in any alternate mode also.
- 3.1.8 Normally 3 months' time is required for processing of payments subject to availability of funds in the Department.
- 3.1.9 TDS Certificate, etc will be issued after the deduction of Government taxes.

3.2 PRICE OFFER AND TAXES

- 3.2.1 Prices quoted must be firm and inclusive of all rates, fees, surcharges and duties except GST.
- 3.2.2 GST should be charged extra as actual at prevailing rates notified by Government from time to time
- 3.2.3 Alternate/Conditional Price Offer shall not be allowed.
- 3.2.4 All rates and charges once agreed in the contract shall be fixed for the entire duration of contract.
- 3.2.5 Any modification in offer after the submission of tender will not be considered.
- 3.2.6 The purchaser reserves the right to counter offer price (S) against price (S) quoted by any bidder.

3.3 PENALTY

- 3.3.1 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.
- 3.3.2 If the service provider is not able to install/implement the Aadhar based Authentication services at any of the sub-centre, penalty equivalent to 5 (five) times of total amount admissible in respect of that sub-centre/venue will be imposed
- 3.3.3 For any other irregularities, mistakes, breach of trust/leakages, defective/faulty services, etc. penalty at the discretion of the MPSC will be imposed
- 3.3.4 If the vendor/contractor fails to deliver the services as per specifications and requirements in time, then the tendering authority would be free to get it done from outside. In such scenario, the vendor will be charged at double the rate quoted by him or the cost incurred in getting it done from outside, whichever is higher.
- 3.3.5 Where any claim for the payment of a sum of money arises, out of or under this contract against the Vendor, 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 Vendor under this and any other persons contracting through the Secretary MPSC or from the Performance Security amount.
- 3.3.6 If this sum not be sufficient to recover the full amount recoverable, the Vendor shall pay to this office remaining balance due.
- 3.3.7 For failure to deposit the amount legal action will be taken against the Vendor.
- 3.3.8 However, if the delay or faulty services, non-performance of any of the activity is caused due to unavoidable circumstances, then Tendering Authority reserves the right to waive off the entire penalty or otherwise.

3.4 SUSPENSION OF WORK

- 3.4.1 The Vendor 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.
- 3.4.2 The Vendor 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.
- 3.4.3 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 Vendor, if request for same is made and that the suspension was not consequent to any default or failure on the part of the Vendor.
- 3.4.4 In case the suspension of works, is not consequent to any default or failure on the part of the Vendor, and lasts for a period of more than two months, the Vendor shall have the option to request the tendering authority to terminate the Contract with mutual consent.

3.5 TERMINATION FOR INSOLVENCY

- 3.5.1 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.
- 3.5.2 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 performance of the vendor pursuant to the contract is not satisfactory or not in accordance with industry practice under the circumstances which pertain to the objectionable service (including not limited to loss of damage of material, documents fully or partly or otherwise poor delivery performance, material failure to meet security audits and frequently late, erroneous or illegible reports, etc)
 - (4) If the Vendor, in the opinion of the Tendering Authority has engaged in corrupt or fraudulent practices in competing for or in Executing the Contract.
- 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/services 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 Vendor and get the work done from other vendor at the risk and consequences of the first vendor.

3.6.5 The cost difference between the alternative arrangements and vendor's bid value will be recovered from the Vendor 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.

3.6.6 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 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 Tendering Authority reserves right to disqualify the Vendor for a suitable period who habitually failed to supply services in time.

3.7.3 Further, the Vendor whose services do not perform satisfactory 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 FALL CLAUSE:

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

3.9 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 contracts nor shall either party have any claim for damaged 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 Tendering Authority 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 Tendering Authority shall be at liberty take over from the contract at a price to be fixed by the Tendering Authority 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 Tendering Authority may deem fit accepting such material, bought out components and stores as the contractor may with the concurrence of the Tendering Authority elect to retain.

3.10 RESOLUTION OF DISPUTES

3.10.1 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.

3.10.2 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 Tendering Authority. All arbitrations shall be held in Mumbai.

3.11 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.

3.12 APPLICABLE LAW

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

3.13 TAXES AND DUTIES

3.14.1 The Vendor shall be entirely responsible for all taxes, duties, license fees, road permits etc.

3.14.2 No increase in the rates shall be allowed during the period of the contract.

3.14 NOTICES

3.14.1. 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.

3.14.2. A notice shall be effective when delivered or on the notices effective date whichever is later.

3.14.3 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.

CHAPTER - 4
TERMS AND CONDITIONS SPECIFIC TO THE CONTRACT

4.1 PERIOD OF CONTRACT

- 4.1.1** The contract shall be initially for a period of 5 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.
- 4.1.2** Duration of the contract shall be 5 years subject to quarterly appraisal and review by the Tendering Authority.
- 4.1.3** In case the performance is not found to be satisfactory or not in conformity with terms and conditions of the Tender document, the contract shall be terminated even before the scheduled time after following due procedure of law.
- 4.1.4** 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.

4.2 SECURITY DEPOSIT / PERFORMANCE GUARANTEE

- 4.2.1** The successful Vendor shall furnish Security Deposit as a Performance Guarantee of 3% of total value of work or INR 10,00,000/- whichever is higher in the form of Bank Guarantee valid for the contract period within Fifteen days of the receipt of notification of award / Letter of intent from the Tendering Authority.
- 4.2.2** This bank guarantee should remain valid for a period of one year beyond the contract period.
- 4.2.3** 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
- 4.2.4** 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.
- 4.2.5** This extended bank guarantee should also remain valid for a period of one year beyond the period of which extension has been granted.
- 4.2.6** 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.
- 4.2.7** Failure of the successful bidder to sign the contract 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.
- 4.2.8** 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.
- 4.2.9** 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.

4.3 INTEGRITY PACT:-

- 4.3.1** The Service Provider are required to enter into "Integrity Pact" as notified by the Central Vigilance Commissioner vide Circular No.02/01/2017 (File No.015/VGL/091 dated 13 January, 2017) and amended from time to time. Only those Service Providers/Vendors who commit themselves to such a pact with MPSC would be considered competent to participate in the bidding process.
- 4.3.2** The Integrity Pact is to be submitted on a Non-Judicial Stamp Paper of Rs100/-

4.4 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

TENDER NO. 01/2021

TENDER FOR PARTICIPATION IN THE TENDER PROCESS FOR PROVIDING IMPERSONATION CONTROL MECHANISM THROUGH IRIS AND FACIAL RECOGNITION PROCEDURE DURING EXAMINATIONS

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

DO HEREBY WARRANT THAT:

- (1) The vendor is familiar with all the requirements of the Contract as given in the scope of work and detailed technical requirements.
- (2) The vendor has investigated the site and satisfied himself regarding the character of the work and local conditions that may affect the work or its performance.
- (3) The vendor is satisfied that the work can be performed and completed as required in the contract.
- (4) The vendor has seen all risks directly or indirectly connected with the performance of the Contract.
- (5) The vendor has 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.
- (6) The vendor has not been influenced by any statement or promise of the MPSC or Officers of the MPSC but only by the Contract documents.
- (7) The vendor is financially solvent.
- (8) The vendor is experienced and competent to perform the Contract to the satisfaction of the Tendering Authority.
- (9) The statement submitted by the vendor is true.
- (10) The vendor 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

4.5 SPECIAL CONDITIONS TO THIS CONTRACT:-

- 4.5.1** 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.
- 4.5.2** 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.
- 4.5.3** The Vendor will be responsible for any misconduct, theft / attempt of pilferage or misdemeanor on the part of Vendor's employees engaged 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.

- 4.5.4** The losses to Government properties, if any by contract laborers, 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 the all security instructions and requirements as necessary and intimated by tendering authority

4.6 REPORTING PROGRESS

- 4.6.1** Vendor shall monitor progress of all the activities specified in the contract and submit free of cost progress report about various aspects of the work to the tendering authority.
- 4.6.2** The vendor shall also make such Reports /Executive summary etc. available live to the tendering authority. The tendering authority on mutual agreement between both parties may change the periodicity of such reports.
- 4.6.3** The Reports /Executive summary is required to be submitted in soft copy as well. Formats for such reporting shall be discussed and finalized mutually.
- 4.6.4** The facilities / services, and/or labour to be provided by the vendor 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. If 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 vendor in writing.
- 4.6.5** The vendor 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 vendor 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 vendor 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.
- 4.6.6** In case during the services, the progress falls behind schedule or does not meet the desired requirements, the vendor 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 vendor unless otherwise expressly provided in the Contract.
- 4.6.7** During the course of the work, if the vendor 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 vendor should also discuss with guide/help the staff of the tendering authority in implementation of the critical and important suggestions.

4.7 HANDING OVER OF WORKS

- 4.7.1** 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.
- 4.7.2** The Tendering Authority shall determine the date on which the work is considered to have been completed.
- 4.7.3** 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

4.8 COMMITTEE FOR SUPERVISION

- 4.8.1** The Tendering Authority will be at liberty to set up Committee of Officers to supervise all Services in all the areas mentioned above.
- 4.8.2** 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.

4.9 SUB - CONTRACT

- 4.9.1** 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.
- 4.9.2** Subcontracting or consortium will not be allowed under any circumstances.

4.10 LEGAL JURISDICTION

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

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CHAPTER-5
SCOPE AND DETAILED SPECIFICATIONS OF THE REQUIREMENTS

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 advises Government on various service matters like formulation of recruitment rules, on promotions, transfers and disciplinary actions etc. The Commission conducts recruitment process / examinations for appointment to the services under the Government of Maharashtra

5.1.2 MAJOR FUNCTIONS:

5.1.2.1 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, 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;

5.1.2.2 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 of 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.

5.1.2.3 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.

5.1.2.4 The details about the activities of the Commission, published notification, examinations conducted and other relevant information may be obtained from MPSC portal viz. www.mpsc.gov.in.

5.1.2.5 The examinations are normally conducted at all District Centers throughout Maharashtra depending upon the number of candidates for the respective examination normally on Public Holiday i.e. Sunday etc. at Colleges/Educational Institutes/Schools at the District Head quarters or nearby cities of the respective Districts /Cities in the State of Maharashtra. Following is the statistical information based on the present scenario which may vary as per the requirement in each case:-

- (1) The Number of Districts including Mumbai/Mumbai Suburban-36
- (2) The approximate number of Examinations in a single year-10
- (3) The maximum number of Venues in Maharashtra for a single Examination-1200
- (4) The number of sub centres for a single examination in a single District- 1 to 150
- (5) The maximum number of rooms for a single Examination throughout Maharashtra-15,000
- (6) The maximum number of rooms for one District-1900
- (7) The number of maximum candidates at a single Venue-504
- (8) The approximate number of candidates in one Room-24
- (9) The number of days for Examinations - 1 to 3 for written exam
- (10) For Physical Test and/or Interview as per the schedule of the MPSC.

5.1.2.6 The information given hereinabove is dependent on the number of applied candidates for the concerned examination.

5.1.2.7 All the examinations at Mumbai/Mumbai Sub-Urban are being conducted by the Office of the MPSC whereas examinations at District Centres are conducted by concerned Collectorate Offices as per the instructions of the MPSC.

5.1.2.8 Normally 3 examinations in a single year are conducted at all District Head quarters. All other examinations, Physical Tests and Interviews are conducted at Mumbai/Mumbai Sub-Urban, Pune, Aurangabad, Nasik, Amravati and Nagpur Districts/Cities.

5.1.3 GEOGRAPHICAL SPREAD:

- (1) For Administrative purposes Office of the MPSC is situated at two places viz. 5^{1/2}th, 7th and 8th Floor, Cooperage Telephone Exchange Bldg., Maharshi Karve Road, Mumbai-400021 and Bank of India Bldg., 3rd floor, M. G. Road, Fort, Mumbai 400001
- (2) It is proposed to shift entire office of the MPSC to, Belapur CBD Navi Mumbai or anywhere in Mumbai in future.
- (3) The Service Provider has to make arrangement for the services under this contract at the District Headquarters in the State of Maharashtra as and when required.

5.1.4 Divisions of MPSC

The day to day activities of the Commission are divided into various Divisions/ Wings/Branches or groups of Division/ Wings/Branches like Accounts, Establishment, IT, Pre-Exam, Post-Examination, Direct Recruitment, Departmental Examination, Recruitment and Enquiry, Statistics, etc under a Joint/Deputy Secretary

5.2 SCOPE OF WORK

5.2.1 The requirement:

- (1) Verification of admission certificates of the candidates and Marking/Stamping or sticking of hologram for verification remark on photocopy of the photo identity proof of the candidates
- (2) Installation and commissioning of required Devices at each and every Examination Sub-centre during examinations or the venue of interviews or physical Test conducted by the Maharashtra Public Service Commission as per requirement on turnkey basis for carrying out the Aadhaar based touch less Iris Recognition or Facial Recognition through Integrated Standardization Testing and Quality Certification (STQC) approved Devices

- (3) Matching the demographic data with software solution and Aadhaar data.
- (4) Preparation and storage of data as per requirement.
- (5) Submitting Report in case of discrepancy during matching with Aadhaar data.
- (6) Transfer of data to the Commission within two days of examination duly authenticated.
- (7) Submission of attendance report in required formats for each Sub-centre before completion of examination.
- (8) Deployment of at least one machine for every 72 candidates and one standby machine for every 144 candidates.

5.2.2 Detailed Scope of the Work:-

- (1) MPSC will provide Sub-centre wise data (Roll numbers, name and/or corresponding Aadhaar numbers or Virtual ID) of all registered/admitted candidates to the authorized service provider before 7 days of scheduled examination
- (2) Data of the candidates provided by MPSC shall be configured on the devices being used for authentication and enabled for Aadhaar based authentication and candidate verification during the examination and subsequent stages of the process.
- (3) The Aadhaar based authentication has to be conducted at each phase of the examination; to ascertain and establish the identity of the candidates appearing at various stages.
- (4) The Service Provider has to make all the arrangements according to the strength of the candidates at each and every Sub-centre as provided by MPSC.
- (5) The Bar-code or QR-Code given on the Admission Certificate of the candidates should be captured for verification of admission certification of the candidate.
- (6) After capturing the Bar-Code or QR- Code on the Admission certificate and verification of the identity proof of the candidates from original valid Identity, the photocopy of the identity of proof of the present candidate should be tagged with a hologram
- (7) 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.
- (8) It should be ensured that without verification of the candidate and tagging of hologram on the copy of the identity proof of candidates, not a single candidate should be allowed for the examination.
- (9) After verification of the admission certificate and original valid identity proof of the candidates and marking/stamping or sticking of hologram for verification remark on the photocopy of the photo identity proof of the candidate, required authentication should be done.
- (10) The service provider has to capture and authenticate a demographic entry i.e. touch less iris or facial recognition of the candidates/person and fetch a real-time details of the personnel from the UID server.
- (11) The UID authentication shall be on the basis of virtual ID, UID token and limited e-kyc as per the authentication procedure laid down by UIDAI from time to time.
- (12) For Persons with Disability [PwD] candidates; the service provider has to authenticate the scribe who is present at the time of examination along with concerned candidate.
- (13) The service provider has to authenticate staff/employee appointed for conducting the examinations, if needed
- (14) For the candidates/persons whose real time Aadhaar based authentication is not possible with the UID Servers thus making UID based authentication impossible, the service provider has to capture the thumb or any other finger impression, and photograph of the candidate. Also appropriate reasons for the same should be given. These details must appear on the Centralized dashboard established at MPSC for the day of the examination. Apart from this the service provider has to do offline verification of the Aadhaar of the personnel to establish genuineness through QR code which contain UIDAI's digitally signed KYC information in electronic form embedded in the Aadhaar card/e-aadhaar.
- (15) For such candidates/persons, having UID based authentication impossible, the thumb impression and photograph details captured shall be matched with the data captured at the later stages of the examination/Selection process.
- (16) Photo taken at the time of examination for those candidate whose aadhaar based authentication could not happen, should be clearly visible. It should be ensured that photo is not captured against light/sunrays.
- (17) On the day of the examination a real time dashboard shall be provided at MPSC Office, Mumbai.
- (18) The dashboard should regularly update the status of the details captured of the candidates on real time basis.
- (19) The captured data shall be sole property of MPSC.
- (20) Installation of devices at each Examination sub-centre has to be done well in advance with the required manpower across the designated places where the examination/Selection process is being conducted.
- (21) 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.
- (22) 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.
- (23) 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.
- (24) The authentication shall not be stopped on any ground and data capturing / identification work must be completed during the stipulated time period of the examination.
- (25) It has to be ensured that authentication or capturing of data should take minimum time and should not distract candidate in any form. The manpower should be adequately trained for the same.
- (26) Sufficient number of portable devices and trained manpower shall be utilized during the verification process such that the entire operation gets completed in a smooth way within the specified timeframe.
- (27) Authentication process should be completed well before the schedule exam time and without causing disturbance to the candidates during the Examination
- (28) The service provider 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.
- (29) The identity of the candidates should be verified from the captured data during the selection process at the time of later stages viz. Mains (Written), Mains (Personality Test), Document Verification etc.
- (30) It should be ensured that all the devices 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.
- (31) Adequate mechanism has to be put in place to ensure that no candidate appearing should be left out.
- (32) The installation of devices should be done on scheduled date of examination in such a way that the devices are required to be functional well before and during the scheduled time of commencement of the examination.

- (33) At any point of time, the authentication process shall not be interrupted due to any technical fault/power failure etc. and due care shall be taken for proper functioning of the process with adequate power backup / buffer stock at each examination sub-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. It should be ensured that all the authentication process has been done separately for both the sessions for the examination.
- (35) If required for those candidates, whose Aadhaar based authentication is not done but thumb impressions are captured, the data of Forenoon session should be matched with the Afternoon session and in case of any discrepancy found, same has to be reported to the MPSC.
- (36) The work completion certificate as per prescribed format shall be submitted after the work is completed.
- (37) Authentication data or Thumb and Photo, for those candidates whose Aadhaar authentication is not possible should be uploaded on the Central Server on the same Day only.
- (38) The place for verification of admission certificates and authentication will be decided on case to case basis after mutual consultation.

5.2.3 Technical Features of the Iris Authentication System-

- (1) Dual iris imaging
- (2) The system shall also capture high quality face images simultaneously with iris image capture
- (3) The face imaging sensor shall detect and display the subject's face at up to 1.0 meter from the system on the high resolution color display. The subject is instructed to simply make his or her face fit the positioning "guide box" to intuitively direct the subject to move forward or back into the capture range, that is, the proper distance. In addition, the top border turns green when the subject is within range, which tells the subject to stop and wait until the image capture process is completed. This interface shall be very fast and highly intuitive, with typical capture times of less than 1.0 second.
- (4) The sensor shall accurately locate the position of both eyes in 3D in real time to optimize subject ease of positioning and iris image quality. This feature shall enable the fast and reliable subject distance positioning indicators as blue, green or red.
- (5) The very simple and repeatable subject instructions are: position face within display like smart phone "selfie", and size head to Box. Move closer to see green bars on side of display
- (6) The Stand-off distance of 35 to 45 cm which ensures robust, fast, easy and comfortable positioning.
- (7) Detection of subject gaze angle (i.e. whether the subject is looking directly ahead at the imager), which is essential for optimal iris biometrics. If the subject is looking away, the system will automatically wait to capture a valid iris biometric image until the subject does look straight ahead
- (8) System shall calculate eye motion relative to the system, and waits until subject meets motion threshold (which is adjustable) in order to assure there is no adverse motion blurring
- (9) Face images shall be collected in synchronization with the biometric iris images, so that the data record consists of one face image and two iris image

5.2.4 Technical features of Thumb Impression Capturing 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.

5.2.5 Statutory compliance:-

- (1) The authentication procedure 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 Competent Authority from time to time for this purpose.
- (3) The applications i.e. software used 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) Compliance of guidelines issued from regulating authority regarding information security for Authentication from time to time should be strictly made.
- (5) The authentication API for UID authentication will be provided by tendering authority as per policy guidelines issued by UID from time to time for which the service provider has to make available all technical support.

5.2.6 Security of Systems and Data:

- (1) Appropriate security features in the application for safety of application itself and data should be incorporated. Design and development of the application shall be 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 system should 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 for proposed system, data in transit etc.
- (4) The software developed shall be hosted and maintained 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) De-duplication algorithm across the database to avoid the duplicity of enrollment records should be deployed
- (6) The entire database and application server shall be maintained at two different seismic zones within India, making one site as DC (Data centre) and other site as DR (Disaster recovery).

5.2.7 INTERFACES WITH OTHER SYSTEMS

- (1) The database to be designed and developed would have interfaces with various standard Government Applications.
- (2) Although the integration is not in scope of this project, but the successful bidder should ensure that the designed Database provides Application Program Interfaces (API) to ensure maximum interoperability so that ensuring integration becomes simple in the subsequent phases of the project.

5.2.8 TIME LIMIT FOR COMPLETION OF THE TASK

The vendor's requirement for the completion schedule of different tasks under the contract is given below:

- (1) The performance of the said tasks should be adhered to as mentioned in the Award of Contract. The schedules for delivery of various tasks shall be finalized mutually between the client and the vendor at the time of Award of Contract.
- (2) All the tasks of the scope of work indicated shall be completed within period agreed/ specified by the tendering authority. The decision taken by the tendering authority in this regard will be final.
- (3) Normally six hours will be considered as single session. The time will be calculated from the start of verification of admission certificates.
- (4) The time limit may be fine tuned in consultation with the vendor at the time of award of contract depending upon the nature/ scope of the contract.

5.2.3 The Requirement/Quantity

- (1) On an average MPSC annually conducts recruitment processes for 3000 to 5000 posts for various Government Departments. The details of recruitments conducted in previous years with the number of applications received are as follows:-

Description	Year				
	2016	2017	2018	2019	2020
Number of applications received	7,73,552	16,92,535	9,10,660	9,40,793	5,44,906
Number of candidates for which interviews conducted	4,765	3,707	2,845	4,735	2,246
Number of candidates for which physical Tests conducted	3,183	2,312	3,002	539	514

- (2) Based on the above past requirements the Vendor has to make arrangement as and when required for the concerned District/City.
- (3) Seven days advance intimation before the scheduled examination will be given for making arrangement for providing services as and when required.
- (4) However, there shall be no commitment of minimum quantity which can be ordered during the currency of contract.
- (5) Supply orders shall be placed against the Contract for such quantities and for such District centres as may be decided by the MPSC as and when required.

5.3 GENERAL INSTRUCTIONS:-

- 5.3.1 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.
- 5.3.2 Travel, boarding and lodging of the vendor's team on their visits to the various destinations would be paid by the vendor.
- 5.3.3 Permission, if any required for the installation of the equipment at different places from the local authority/competent authority should be arranged by the service provider itself. MPSC will not facilitate in this regard.
- 5.3.3 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.
- 5.3.4 The Vendor will ensure that the space provided for completion of the work will not be misused in any manner.
- 5.3.5 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 as per schedule/work order, quality decided, the Tendering Authority may impose a penalty.
- 5.3.6 During rainy season arrangement for verification, etc should be made carefully as the same is not possible in open space.
- 5.3.7 The Vendor should provide continuous telephone technical support at all times on all days.
- 5.3.8 The Vendor shall also provide three functional mobile numbers of its personnel for urgent communication.
- 5.3.9 The Owner / Vendor should be available on his own direct telephone (Office as well as residence) and also on mobile phone so as to call in emergency. All the contact numbers should be invariably given.
- 5.3.10 Nature of Work to be carried out is as per Scope of the Work of the tender document which is approximate and liable for alteration, omission, deduction and addition at the discretion of the Tendering Authority.
- 5.3.11 Any counter terms and conditions are not binding unless tendering authority agrees to the same in writing.

5.4 VENDOR'S PERSONNEL:-

- 5.4.1 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.
- 5.4.2 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.
- 5.4.3 The personnel deployed should be properly dressed and uniformed. The personnel engaged at all levels must wear Photo Identity Card at all times.
- 5.4.4 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.
- 5.4.5 As Marathi is Official Language of the Government of Maharashtra, the Vendor has to appoint personnel having proficiency with Marathi language.
- 5.4.6 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.
- 5.4.7 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.
- 5.4.8 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.
- 5.4.9. The Vendor/Service provider should have their own infrastructure/efficient staff, machinery etc. for handling all the tasks/service.
- 5.4.10 At least one Manager in each district of examination, one team Leader/Supervisor for each sub-centre shall be deployed.
- 5.4.11 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.
- 5.4.12 Briefing with respect to the proposed work/services should be given to all the personnel appointed for the proposed services. It should be ensured that all the persons appointed should have got full knowledge of the proposed work/services.

5.5 DELIVERY SCHEDULE

- 5.5.1 The service provider shall arrange to start the services after receipt of Letter of Acceptance / Work Order in a time bound manner as indicated in the Supply Order
- 5.5.2 It may be kept in mind that time is the essence of this contract..

5.6 PROBLEM ESCALATION/REDRESSAL:-

- (1) Problem escalation/redressal mechanism should be detailed in technical bid.
- (2) The escalation should cover each level of the organization up to the level of the CEO of the organization.

ANNEXURE-1
TENDER OFFER FORM (TOF)

Date: _____
Tender Reference No.: _____
To

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

**SUBJECT: TENDER DOCUMENT FOR PARTICIPATION IN THE TENDER PROCESS FOR PROVIDING IMPERSONATION CONTROL
MECHANISM THROUGH IRIS AND FACIAL RECOGNITION PROCEDURE DURING EXAMINATIONS**

Having examined the tender documents including all Annexure the receipt of which is hereby duly acknowledged, we, the undersigned, offer to work as Vendor as mentioned in the Scope and Detailed Specifications of the Requirement given in the detail tender document as required by Secretary, MPSC in conformity with the said tender documents.

I/We declare that we are an established vendor in the area of _____ under the name and style of _____.

I/We declare that we are equipped with adequate machinery/technology 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 as per the requirement 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^{1/2}, 7th and 8th Floor, Cooperage Telephone Nigam Building,
MaharshiKarve 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

Seal

<Name>

This tender document is not transferable

.....

ANNEXURE-3
SELF-DECLARATION (NOTARIZED AFFIDAVIT)

Ref.....

Dated: -

To,

The Secretary,
Maharashtra Public Service Commission,
5^{1/2}, 7th and 8th Floor, Cooperage Telephone Nigam Building,
MaharshiKarve Road, Cooperage, Mumbai – 400 021.

I / We _____ Director/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 in the website and my/our tender may be rejected if any tempering 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 Maharashtra 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 Maharashtra as on today.

10 I / We hereby declare that there are no pending cases against M/s _____ (Name and 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 Original 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 Bidder With Telephone Nos., mobile Nos., Fax, E-mail and Website	
(2) Field of activities	
(3) Offices situated at different locations	
(4) Turn over for last three years (Audited Annual Accounts and Annual Reports) of three accounting years to be submitted/uploaded)	
(5) If registered with panel of any Govt./PSUs / Banks, furnish details	
(6) Date of Incorporation	
(7) Status of the Bidder	Individual/PrivateLtd./PublicLtd./LLP/Partnership Firm/Proprietorship Firm
(8) Bank account details	(1) Name of the Bank (2) Branch (3) Name of account holder as per bank record (4) IFSC (5) Account Number

2. Details of Registrations:-

Sr. No.	Authority	No.	Issue Date
1	Registrar of Companies		
2	Registrar of Firms		
3	Registrar of Societies		
4	Labour Department		
5	Income Tax Department (PAN)		
6	Goods and Service Tax Department		

3. Quality Certificate, if any:

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

4. 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.)

5. Contact Details of officials for future correspondence regarding the bid process:-

Details	Authorized Signatory	Secondary Contact
Name		
Title		
Company Address		
Phone		
Mobile		
E-mail		

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 ADMINISTRATIVE MANPOWER EXCLUSIVELY ASSOCIATED WITH THIS PROJECT**

Sr. No	Name of the Staff	Designation	Qualification	Service in the firm		Total Salary INR
				From	To	

Date: -----

Name of the Bidder: -

Place: -----

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

Name of the Bidder-----

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

S. N.	Name and Address of the client with Contact No.	Contact Person and Contact Number	Nature of Job	Date of Exam	Number of Venues	Number of Candidates verified	Number of devices Provided	Cost of project (In Rs.)	Penalty, if any

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

Note: (1) Please enclose Work-orders along with Completion Certificates / Client's Testimonial given by concerned Organizations or whom work is done.

(2) Submission of work completion certificates / clients testimonial is compulsory.

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

Date: -----

Name of the Bidder: -

Place: -----

Signature: -

Seal of the Organisation: -

**ANNEXURE-7
FINANCIAL INFORMATION**

(1) Name of the Bidder-----

(2) Address as per Record-----

(3) PAN-

Sr. No.	Details	2016-17	2017-18	2018-19
(1)	Gross annual turnover			
(2)	Profit/Loss			
(3)	Net Worth			

Please attach –

(1) Up to date Income Tax Clearance Certificate

(2) Audited Balance Sheet.

(3) Profit / Loss statement

Note: Attach additional sheets, if necessary.

(Signature of Chartered Accountant)

Name:

Date of sign:

Stamp:

ANNEXURE- 8
PRICE SCHEDULE (PS)

To

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

**SUBJECT: TENDER DOCUMENT FOR PROVIDING IMPERSONATION CONTROL MECHANISM THROUGH
IRIS AND FACIAL RECOGNITION PROCEDURE DURING EXAMINATIONS**

Sr. No.	Item Description	Item Code	Quantity	Units	RATE in Figures INR	TOTAL AMOUNT INR	TOTAL AMOUNT In Words
1	2	3	4	5	6	7	8
1	IMPERSONATION CONTROL MECHANISM THROUGH IRIS AND FACIAL RECOGNITION PROCEDURE DURING EXAMINATIONS AS PER SCOPE OF THE WORK FOR SINGLE SESSION	Item1	1.000	Per admitted candidate			

Note: - (1) The basic unit rate should be quoted for each item
(2) GST should be charged extra at prevalent rates and is as actual.

ANNEXURE –9

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) Financial Information from its C.A. in prescribed format along with necessary documents as on Bid submission date (Annexure-7)
- (8) Copies of Certificate of incorporation /Proprietorship/Partnership
- (9) Copy of the PAN Card
- (10) Copy of GST Registration Certificate from concerned Government Department valid as on 1st January, 2021.
- (11) Copy of GST Clearance Certificate or GST payment Challan from concerned Government Department on or after 1st January, 2021
- (12) Copy of the Income Tax Clearance Certificate or Income Tax Return acknowledgement for last three years as on 1st April, 2019
- (13) Proof in support of having executed at least 1 work order of any Government Department/Semi-Government Department / PSU/ Autonomous Institutions/ Boards in India for at least 5000 candidate in single shift for the touch less IRIS/Facial authentication service in Examination during last 3 years as on day of bidding.
- (14) Proof in support of having executed at least 1 work order of any Government Department/Semi-Government Department / PSU/ Autonomous Institutions/ Boards in India for Impersonation control and candidate authentication services in a Examination for at least 1,00,000 candidates a single assignment during last 3 years as on day of bidding
- (15) Proof in support of having Experience for working with any Public Service Commission in India for Iris/Face recognition based authentication services.
- (16) Copy of valid ISO9001:2015 certification for at least last one year as on day of bidding
- (17) Copy of valid ISO 27001:2013 certification for at least last one year as on day of bidding
- (18) Proof in support of having adequate project resources with minimum of 1500 Portable Integrated IRIS devices
- (19) Escalation Matrix of Telephone Numbers for Service Support

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)

Price Schedule (Annexure 7)
