

**DIRECTORATE OF INFORMATION TECHNOLOGY
GENERAL ADMINISTRATION DEPARTMENT
GOVERNMENT OF MAHARASHTRA**

TENDER DOCUMENT

Tender Number: मातंसं/संदर्भ-09/5191

For

**SUPPLY OF PC BASED
BIOMETRIC ATTENDANCE SYSTEM**

**RATE CONTRACT FOR THE PERIOD
2009-10**

7TH FLOOR, MANTRALAYA, MUMBAI – 400032.

Tender Fee: Rs. 5,000/- (Rupees Five thousand Only)

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INVITATION FOR TENDER

**Directorate of Information Technology,
7th Floor, Mumbai - 400 032.**

On behalf of the Governor of Maharashtra, the DIT, Government of Maharashtra invites sealed tender offers (Technical and Commercial) for supply of Biometric attendance system for approving the Rate Contract valid up to one year from contract signing.

1. The Tender Form along with tender document is available on Website www.maharashtra.gov.in. This can be downloaded. The filled tender form shall accompany a crossed Demand Draft for Rs. 5,000/- as tender fee drawn on any Nationalized Bank in favour of the Director, Directorate of Information Technology, Government of Maharashtra, payable at Mumbai at par without which tender will be taken as incomplete and non responsive and shall not be considered. The D.D. shall be kept in separate envelope, which will be kept inside technical offer envelope/box. The tender fee shall be non refundable.

2. Summary of the tender notice is as follows:

Tender Reference	मातंसं/संदर्भ-09/5191
Tender Fee	Rs. 5,000/-
Availability of Tender form and Tender document	From 17 December 2009 on GoM Website.
Pre-bid Conference date & place	On 29 December 2009 at 15:00 HRS
Last Date, Time and place for receipt of offers	15:00 HRS on 07 January 2010 in the office of the Directorate of Information Technology, 7th Floor, Mantralaya, Mumbai 400 032.
Time and Date of Opening of the Technical offer	16:00 HRS on 07 January 2010 in the office of the Directorate of Information Technology, 7th Floor, Mantralaya, Mumbai 400 032.
Address of Communication	Director, Directorate of Information Technology 7 th Floor, Mantralaya, Mumbai 400 032.
Contact Person and Telephone Numbers	Shri. V B Kale, Officer on Special Duty. Phone: 022-22024177 Fax: 022-22044586 eMail ID: osd_it@maharashtra.gov.in

3. The offer must be valid for acceptance for a period of 180 days from the date of opening of the bids.
4. The Director, Directorate of Information Technology reserves the right to accept or reject or cancel any tender or relax any part of the tender offer without assigning any reason thereof.
5. The Biometric attendance system will be purchased on rate contract basis, for supply and installation at any location in Mumbai, district headquarters / Taluka places or any other place in the State of Maharashtra. The rate contract shall be valid for the period of one year from the signing of the contract.
6. Tender Notice is available on <http://www.maharashtra.gov.in> Website.
7. The rate quoted for this RC must be the lowest and if a lower rate is quoted to anyone / to government / public at any point of time during the validity of the Rate Contract, anywhere in India, both the OEM and the vendor shall be blacklisted.

Dated: 17 December 2009

Director,
Directorate of Information Technology.

INSTRUCTIONS TO BIDDERS

1. TENDER FORM AND TENDER FEE

The tender Form along with tender document is available on Website www.maharashtra.gov.in. This can be downloaded. The filled tender form shall accompany a crossed Demand Draft for an amount indicated above as tender fee drawn on any Nationalized Bank in favour of the Director, Directorate of Information Technology, Government of Maharashtra, payable at Mumbai at par without which tender will be taken as incomplete and shall not be considered. The D.D. shall be kept in a separate envelope, which will be kept inside technical offer envelope/box.

2. DEFINITIONS

In this tender document and associated documentation, the following terms shall be interpreted as indicated below:

- a) "OEM" means Original Equipment Manufacturer.
- b) "The Bidder" means the supplier who bids or offers the goods and services against this tender.
- c) "Eligible Bidder" means bidder satisfying qualifying criteria.
- d) "The Purchaser" means Director, Directorate of Information Technology, G.A.D., Govt. of Maharashtra or any officer authorized by the Government of Maharashtra to enter into the Rate Contract with the Vendor.
- e) "The Indenter/Buyer" means any officer authorized by the Government of Maharashtra to place an order for supply of goods and services under the Rate Contract to the vendor.
- f) "The Vendor" means the successful bidder with whom the Purchaser enters into a Rate Contract against this tender.
- g) "The Contract" means an agreement entered into by the Purchaser with the successful bidder by signing a contract form in a given format by the parties, including all the attachments and appendices thereto, and all documents incorporated by reference therein;
- h) "The Contract Price" means the price payable to the Vendor under the contract for the full and proper performance of its contractual obligations;
- i) "The Goods" means the Biometric Attendance System which the Vendor required to supply to the Indenter under the Contract;
- j) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services applicable etc, such as installation, commissioning, provision of technical assistance, training, on-site comprehensive warranty, Testing, annual maintenance and other obligations of the Vendor covered under the Contract.
- k) "Consignee" means the officer authorized by the Government of Maharashtra for receiving goods/services at the place where the Biometric Attendance system has to be supplied and installed;
- l) "Non compliance" means failure/refusal to comply the terms and conditions of the tender;
- m) "Non responsive" means failure to furnish complete information in a given format and manner required as per the tender documents or non-submission of tender offer in given Forms / Performa or not following procedure mentioned in this tender or any of required details or documents is missing or not clear or not submitted in the prescribed format or non submission of tender fee on EMD.

- n) "Testing" means testing of the equipments exclusively in STQC (Standardization Testing and Quality Certification) approved laboratory www.stqc.nic.in under specified environment;
- o) "Registered" Means Company registered under Indian companies Act 1956 or firm registered under Partnership Act or firm registered as SSI/ SSSBE/ MSI with Directorate of Industries, Maharashtra State.

3. TECHNICAL QUALIFICATION CRITERIA FOR BIDDERS

- a) Any company registered under Company Act 1956 or partnership Act or firm registered as SSI/ SSSBE/ MSI with Directorate of Industries, Maharashtra State can bid the tender.
- b) The bidder should have positive net worth firm for each of the last two years.
- c) The Annual turnover of the bidder during each of the last 2 years shall not be less than Rupees one crore.
- d) The bidder should have Offices in all divisional headquarters in Maharashtra or tie-ups with organizations in all divisional headquarters.
- e) The bidder should have a minimum experience of 6 projects for installation & maintenance of Biometric Attendance System in the last 5 years. Each of these six projects should have a User base of at least 200 users.
- f) The bidder or the Software OEM for the biometric attendance system should be an ISO 9001:2000 certified company.
- g) The bidder should not be blacklisted by the Central Government, State Governments or Government Corporations in India.
- h) There should not be any complaints against bidders such as delayed supply, non-submission of performance guarantee B.G and refusal of supply and for which no punishment of any type should have been given.

4. EARNEST MONEY / BID SECURITY DEPOSIT

Bidders are required to submit a Bank Guarantee for Rupees Two Lac as an Earnest Money Deposit valid for 3 months from the date of submission of the tender. The bank guarantee must be submitted in the format specified in Bid Security Form (BSF). Offers, made without EMD / Bid Security, will be treated incomplete and non responsive and the same will not be considered. The Bank guarantee must be from a Nationalized Bank: any schedule bank.

EMD / Bid Security will be discharged / returned to Unsuccessful Bidders within 30 days from the finalization of the tender. However, for successful bidder, EMD will be discharged on executing the Contract and furnishing the B.G. for Security Deposit/Performance Guarantee.

The EMD / Bid Security may be forfeited:

In case of a successful bidder, if the bidder fails:

- i. To execute the agreement / contract within given period of time from the date of the issue of the Letter of the Intent.
- ii. To submit Security Deposit as specified in the terms and conditions

5. COSTS & CURRENCY

The offer must be given in Indian Rupees only, inclusive the following:

- Cost of the equipment
- Installation and commissioning charges
- Warranty charges
- Transportation and Forwarding charges to the site

- Insurance to cover equipment up to installation of equipment at the respective sites and handing it over to end-user.
- All taxes both direct and indirect including service tax and levies except Octroi.

6. AREA OF OPERATION

The products covered under the RC shall be procured, installed and commissioned at any Maharashtra State Government office/ Institutions, as may be specified by the purchaser/ Indenter.

7. COST OF BIDDING

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

8. OFFER VALIDITY PERIOD

The tender offer must be valid for 180 days from the date of opening of the tender. However, the Secretary, IT, GoM may extend this period for another 90 days, if the bidder accepts the same in writing.

9. OCTROI EXEMPTION CERTIFICATES

The Indenter will provide necessary Octroi Exemption certificates otherwise Octroi will have to be borne by the consignee.

10. FIXED PRICE

The Commercial Offer shall be on a fixed price basis, inclusive of all taxes and levies except Octroi (all direct and indirect taxes including local duties, levies etc). No price variation shall be asked for relating to increase in customs duty, excise tax, dollar price variation, etc.

11. PRE-BID CONFERENCE :

A Pre-Bid conference of all the interested bidders will be held at the scheduled date and time and the bidders will have to submit their queries in the format provided in Annexure- M. The bidders will also have to e-mail their queries in the format provided in Annexure- M at least 2 days prior to the pre bid conference as MS Doc or MS excel files to the contact person indicated in the Schedule. In pre-bid meeting problems of general nature will be entertained. Any change decided in the pre-bid shall be uploaded on the Maharashtra Government Website as corrigendum. This will form a part of this bid document.

12. METHOD OF SUBMISSION OF TENDER FORM

The two bids system shall be followed. Technical and Commercial Offers shall be put in two separate sealed envelopes/boxes. The sealed envelopes/boxes must be super-scribed with the following information:

- Type of Offer (Technical or Commercial)
- Name of Bidder
- Tender Reference Number

However, the Technical and commercial offers kept in separate envelopes may be put in another larger envelope/box bearing information of Tender Reference Number and Name of the Bidder.

13. ENVELOPE - I (TECHNICAL OFFER):

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

The **Technical Offer** must be submitted in an organized and neat manner and in spiral binding. The documents should be serially numbered and Proper references of such documents must be mentioned in index. Each page of the document must bear

seal and signature of the authorized signatory. Documents submitted must have the relevance with the technical qualification. No documents, brochures, leaflet, etc. shall be submitted in loose form. Bidder will be liable for disqualification if unwanted/irrelevant documents are submitted.

The Soft copy of the Technical Offer shall also be submitted in a CD along with the Technical Offer.

ENVELOPE - I:

The following documents should be submitted as part of the Technical Offer and in the same sequence as indicated below. Without proper indexing, paging and sequence of the documents the bid may be rejected.

- i) Index should be provided in the format given in Annexure- N and should contain name of the documents in the same serial order in which they have been asked and their page numbers
- ii) The Covering Letter for the bid document in the format given in Annexure B.
- iii) Power of Attorney by the Bidder in favor of the person signing the bid.
- iv) Copy of the tender document (downloaded along with all corrigendum) sealed and signed each page by the authorized signatory. Bid cannot be considered without signed and sealed tender document and it will be summarily rejected at bidder's cost.
- v) Non refundable tender fee for an amount indicated above in the form of crossed Demand Draft drawn in favor of the Director, Directorate of Information Technology, Mumbai, payable at Mumbai.
- vi) Earnest Money Deposit for the amount indicated above in the form of B.G. in the format given in Annexure-F.
- vii) Documents Establishing Bidder's Eligibility and Qualifications:

The Bidder shall furnish, as part of its tender offer, following documents establishing the bidder's qualification as per criteria given to participate in the tender and perform the Contract.

- a) Details of Bidder (Annexure- C)
- b) A copy of the partnership deed in case of partnership firm or a copy of the certificate of incorporation in case of company or copy of certificate of registration as SSI/ SSSBE/ MSI with Directorate of Industries, Maharashtra State.
- c) Bidders shall submit C.A. Certificate and/ or Certified copy of Balance Sheet showing their Net worth and annual turnover of the bidder for the last two year.
- d) Sales Tax Clearance Certificate from the competent authority showing the Sales Tax paid upto December 2008.
- e) If STCC cannot be submitted, a copy of challan receipt shall be enclosed along with MST/CST Registration certificate
- f) A notarized affidavit (on stamp paper) verifying that it is not black listed in the format given in Annexure-J.
- g) Self declaration certificate in a given format for not having any pending case either with GoM or in any court (Annexure-I).
- h) Copy of a valid ISO 9001-2000 certificate for Software development
- i) Document showing the bidders past project experience in biometric Attendance system implementation in the format given in

Annexure-D. Copy of any of the following documents should be provided as supporting document:

- Purchase Order/ Work Order
- Agreement signed with the client
- Letter from the client certifying that the bidder has worked in the said project

The above documents (any one or a combination of few) need to have the following information mentioned (at a minimum)

- WO/PO/Agreement Date or the Project Start Date
 - Name of the client organization
 - Number of users
- iv) Technical Specification Form (Annexure- A) duly completed with two additional columns of Compliant/Deviation and Remarks. In the Remarks column provide information on the Deviation.
- v) Technical Documentation (Product Brochures and leaflets). The model number and name of the product quoted along with printed literature describing the specification, configuration and functionality. No documents related to other model shall be submitted otherwise bid will be rejected. Any departure from the printed specifications shall be clearly identified in the Annexure- under the title 'Deviations' to the offer document.
- vii) The certificate of the OEM (Annexure-K) regarding the warranty offer as per the RFP.

14. ENVELOPE-II (COMMERCIAL OFFER)

- i. Bidder shall submit their prices only in the Bid Form (Annexure - E) given in the bid document. Price quoted other than the bid form shall be liable to reject. The Bid Form must be filled in completely, without any errors, erasures or alterations.
- ii. The Bid Form (Annexure -E) should be kept in a separate sealed envelope superscribed with following information:
- a) Commercial Envelope
 - b) Bidder name
 - c) Tender Reference Number
- iii. Rate quoted shall be **all-inclusive** Price i.e. inclusive of Supply, Installation and 3 Years Warranty, taxes and duties etc.
- iv. Forms and formats to fill the tender shall be scrupulously followed. Any deviation in it shall be taken as major deviation and bid shall not be considered.
- v. After three years of warranty, the rate for AMC for 4th and 5th year. (Quote shall be given separately on letter head in a separate envelope)

15. COMPLETENESS OF TECHNICAL OFFER

Technical details must be completely filled in. Correct technical information of the product being offered must be filled in. Filling up of the Technical Detail Form using terms such as "OK", "accepted", "noted", "as given in brochure / manual" is not acceptable. The Purchaser may treat offers not adhering to these guidelines as non acceptable.

Price quotation accompanied by vague and conditional expressions such as "subject to immediate acceptance", "subject to confirmation before sales", etc. will be treated as being at variance and shall be liable for rejection.

16. ERASURES OR ALTERATIONS AND SIGNING OF TENDER OFFERS

The original Tender Offer shall be signed by the Bidder or a person or persons duly authorized in writing to bind the Bidder to the terms and conditions of the tender

and the contract. Such authorization shall be indicated by power-of-attorney accompanying the tender offer. The person or persons signing the Tender Offer shall initial all pages of the Tender Offer, except for unamended printed literature.

The Tender Offer shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in that case such corrections shall be initialed by the person or persons signing the offer.

17. SPECIFICATIONS OF EQUIPMENT

The technical specifications in the Annexure – A is the minimum requirements of the purchaser. The Bidder can offer higher/latest specification without changing the make and model of the product. However, if the particular model becomes obsolete and such certificate is produced by the OEM with supporting document showing the replacement of the existing model with new model with higher specifications, the DIT will consider replacing the existing model with new model and the same will be published on the website as corrigendum. Purchase and Supply of product other than Make and Model mentioned in the RC / Corrigendum shall be construed beyond the RC purview.

18. RIGHT TO ALTER ITEMS

The Purchaser reserves the right to make change in specifications of any items.

19. SUBMISSION OF TENDER OFFERS

Sealed Tender offers shall be received by the Director, Directorate of Information Technology at the address and before the time and date specified in the schedule of the tender notice. In the event of the specified date for the submission of tender offers being declared a holiday, the offers will be received up to the appointed time on the next working day.

The Director, Directorate of Information Technology may, at its discretion, extend this deadline for submission of offers by issuing corrigendum and uploading the same on Maharashtra Government Website.

Telex, cable or facsimile offers will be rejected.

20. LATE TENDER OFFERS

Tender offer brought by the bidder after the deadline prescribed in the tender will not be accepted. Delay due to any entry problem e.g. gate entry or lift etc problem delay will not be condoned.

21. MODIFICATION AND WITHDRAWAL OF OFFERS

The Bidder may modify its bid by way of submitting supplement with a request to specific amendment in the original bid submitted, provided a written request for the same is received by the Purchaser before closing of the submission of bid. However, withdrawal of original offer will not be allowed. No offer can be modified by the Bidder, subsequent to the closing date and time for submission of offers. If date of submission is extended due to some reasons, modification in offer is possible till extended period provided bid has not been opened.

22. AWARD CRITERIA

- i. L1 is the bidder with the least composite commercial offer.
- ii. The composite commercial offer is the sum of the prices quoted for the Biometric attendance system (Software and one Fingerprint reader) and additional one Fingerprint reader. It is mandatory for the bidder to quote for both the Biometric attendance system (Software and one Fingerprint reader) and additional one Fingerprint reader. If it is found that he has not quoted for all the items his commercial offer will be rejected and he will not be eligible for award of contract.
- iii. Rate Contract will be awarded to the L1. However, the Secretary, IT, GoM reserves the right to invite technically qualified bidders, whose Composite

commercial quote lies within a price range of 10% of L1, to match L1 as per recommendations of the committee.

- iv. If there is more than one bidder having the lowest offer, the Committee reserves the right to select the vendor(s) based on past performance and that will be binding on bidders.
- v. It will be obligatory upon the vendor to make the supply of Add on at the approved rate either separately or with main hardware as per buyer's requirement. On refusal of the supply, the RC of the company will be cancelled, Security Deposited will be forfeited and other appropriate action will be initiated.

23. TENDER OPENING AND METHOD OF EVALUATION

The technical bids will be opened before the committee in presence of the bidders and the same will be evaluated as per the given qualification criteria and relevant documents in support of them. Commercial bids of only technically qualified bidders will be opened before the committee in presence of the concerned bidders. Decision of the committee will be final.

24. PRELIMINARY SCRUTINY

Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each offer to the tender documents. For purpose of this Clause, a substantially responsive bid is one, which is in conformity with all the terms and conditions of the Tender Documents without any material deviations. The Purchaser's determination of an offer's responsiveness will be based on the contents of the tender offer itself without recourse to extrinsic evidence.

The DIT will scrutinize the offers in respect of their completeness, submission of technical documents duly signed, etc. The Purchaser will short-list technically qualified bidders based on compliance of the qualifying criteria.

The Secretary, IT reserves the right to waive any minor infirmity or irregularity in the tender offer on recommendation of the committee, if he finds, it is in the interest of the Government. The decision in these regards of the Secretary, IT will be final and binding on all Bidders.

25. CLARIFICATION OF OFFERS

To assist in the scrutiny, evaluation and comparison of offers, the Purchaser may, at its discretion, ask some or all the Bidders for clarification of their offers on any of the points mentioned therein and the same may be sent through email, facsimile. However, in such cases, original copy of the technical clarifications shall be sent to the Purchaser through courier or in person. The request for such clarifications and the response shall be in writing.

26. PRICE COMPARISONS

The Purchaser will evaluate Commercial Offers of only short listed technically qualified Bidders. After opening Commercial Offers of the short-listed Bidders they will be determined to be substantially responsive before comparing the commercial bids submitted by the bidders. If there exists any discrepancy between words and figures, the lower amount indicated will be considered.

27. NO COMMITMENT TO ACCEPT LOWEST OR ANY TENDER

The Purchaser shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers, including those received late, or incomplete, without assigning any reason therefore. The Purchaser reserves the right to make changes in terms and conditions of the tender. The Purchaser will not be obliged to meet and have discussions with any of the Bidder and / or to give a hearing on their representations.

28. CORRUPT OR FRAUDULENT PRACTICES

The Purchaser requires that the Bidders under the Rate Contract should observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser defines the terms set forth as follows:

- i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in award of the tender.
- ii) "fraudulent practice" means a misrepresentation of facts in order to influence award of contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of the free and open competition;
- iii) The Purchaser will reject a proposal for award if it is prima-facie established that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- iv) The Purchaser will declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it is found that the Bidder has engaged in corrupt and fraudulent practices in competing for an award.

29. SIGNING OF CONTRACT

- i. The successful Bidder shall execute an agreement of contract in a given format (Annexure - G) within 7 days from issue of the letter of intent from DIT. In exceptional circumstances, on request of the successful bidder in writing for extension, Director (IT) reserves the right to grant an extension for appropriate period after getting satisfied with the reasons given.
- ii. The successful Bidder shall submit Security Deposit in the form of Bank Guarantee from any Nationalised Bank at the time of signing the agreement.
- iii. On failure of execution of the agreement by the successful bidder, E.M.D. furnished will be forfeited.
- iv. Some changes may be done in the Terms and conditions of the contract even at the time of signing the agreement. Draft terms and conditions for the contract will be provided by the DIT.

30. PERIOD OF CONTRACT

The Rate contract shall remain valid for one year from signing of the contract. However, this may be extended for the period approved by the Committee. Due to rapid changes in prices of the IT products, rates may be revised from time to time as decided by the Committee during the period of Rate Contract. Revision in both rates and specifications may be done and normally the revision will be done on quarterly basis.

Vendors will have to quote the discount with latest specifications in the Performa given in Annexure-L. For revision in rates and specifications, the discount with old and new specifications will be called from RC holders only. The highest discount and latest specifications will be basis of the revised RC.

31. LEGAL JURISDICTION

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

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TERMS AND CONDITIONS GOVERNING THE RATE CONTRACT FOR PC BASED BIOMETRIC ATTENDANCE SYSTEM VALID FOR ONE YEAR FROM SIGNING OF THE CONTRACT:

1. SECURITY DEPOSIT

The vendor shall furnish the security deposit for an amount of Rs. 2,00,000/- and it shall be in the form of Bank Guarantee from any nationalised bank. The same shall be submitted at the time of signing the contract agreement without which agreement will not be executed. Security Deposit will be refunded after 3 months of the expiry of the rate contract, after deducting the penal amount, if any, and after furnishing indemnity bond.

2. CONTRACT EXECUTION

- 2.1. In addition to terms and conditions being mentioned hereunder, all terms and conditions of the RFP and corrigenda issued will also be applicable for the contract.
- 2.2. The successful bidder shall execute the agreement of contract in a given format (Annexure -G) within 7 days from issue of the letter of intent from DIT. In exceptional circumstances, on request of the successful bidder in writing for extension, Director (IT) reserves the right to grant an extension for appropriate period after getting satisfied with the reasons given.
- 2.3. At the time of signing the agreement, the successful Bidder shall submit Security Deposit for required amount in the form of Bank Guarantee drawn on any Nationalised Bank in favour of the Director, Directorate of Information Technology, GoM valid for 15 months from the date of signing the agreement in a format given in Annexure- H. Without this agreement will not be executed.
- 2.4. On failure of execution of the agreement by the successful bidder within stipulated period, E.M.D. furnished will be forfeited.
- 2.5. There shall be tripartite agreement on which Director, DIT, OEM and the vendor will sign.
- 2.6. The responsibility of the OEM under the contract will be to supply quality product and support thereafter. Any action taken by the DIT in respect the quality and service support shall be challenged only by the OEM.
- 2.7. The responsibility of the vendor is to supply brand new and standard products without any damage with its / their installation and commissioning. The vendor shall be responsible for delay in supply, installation & commissioning. The vendor shall also be responsible for installing only licensed software.

3. VALIDITY PERIOD OF THE CONTRACT

- 3.1. The Rate contract shall remain in force for one year from the date of signing of the contract. Due to rapid changes in prices of the IT products, rates will be revised from time to time as decided by the Committee during the period of Rate Contract. Normally, the revision will be done on quarterly basis. Revision in both rates and specifications will be done. Vendors will have to quote the discount with latest specifications in the Performa given in Annexure-K.

For revision in rates and specifications, the discount with old and new specifications will be called from RC holders only. The highest discount and latest specifications will be basis of the revised RC.

- 3.2. A supply order may be placed up to the last day of the currency of the rate contract. Delivery date in the supply order need not necessarily fall within the currency of the rate contract but it can go beyond it depending upon the

terms of delivery stipulated in the rate contract or in specifically agreed condition of delivery in respect of particular purchase order.

- 3.3. No extension of validity period of the rate contract itself is required when deliveries against outstanding supply orders continue even after expiry of the validity period. The rate contract will remain alive for purpose of delivery for all the stores ordered during the currency of the rate contract until deliveries have been completed.

4. SCOPE OF CONTRACT

This Rate Contract will be applicable for the departments/offices of Government of Maharashtra, Zilla Parishad, all the State Government Undertakings, Municipal Corporations, Municipalities, Nagar Parishad and other local bodies, PSUs, Quasi Public Bodies etc.

5. AREA OF OPERATION AND LOCATION OF SUPPLY OF GOODS AND SERVICES

The Rate Contract items being procured through this tender shall be installed and commissioned at any State Government offices/ Institutions, as may be specified by the authority issuing purchase order.

6. RESPONSIBILITIES OF OEM AND VENDORS

- 6.1. The service support during the contract period shall be exclusive responsibility of the OEM and the same shall be discharged through its own service engineer/Authorized Service Engineer.
- 6.2. The responsibility of the vendor is to supply brand new and standard products without any damage with its/their installation and commissioning. The vendor shall be responsible for delay in supply, installation & commissioning. The vendor shall also be responsible for installing only licensed software and the License should be in the name of the Indenter of the particular item.

7. INSTRUCTIONS TO VENDORS & BUYERS

- 7.1. The intender/buyer shall mark a copy of the Purchase order to this Directorate. The vendor shall submit a report to the DIT regarding execution of the said order. Non submission on the part of vendor will be treated as violation of terms and conditions of the contract.
- 7.2. The report submitted by the vendor to the DIT shall include purchase order, corresponding number of equipments dispatched, and licence numbers of the software dispatched, manufacturer's unique ID number on the equipment, packing list and other such documents.
- 7.3. Equipment dispatched without such reports to DIT shall be considered as violation of the terms and conditions of the rate contracts and necessary action shall be initiated against the vendor.
- 7.4. The rates approved under this RC will be the lowest in the market. Any violation of this clause shall make the vendor liable for blacklisting.

8. VENDORS PLAN FOR OBTAINING ORDER

The vendor shall provide contact details of its offices / service centre's located in the divisional headquarter locations Viz Mumbai / Pune / Nagpur / Aurangabad / Nashik / Amravati and details of coverage of each of the 35 districts of Maharashtra by them. The details must include the contact person, telephone numbers and the escalation matrix, who will collect the purchase order and from whom enquiry about the supply can be made by the intender/buyer. The same will be displayed on GoM, Website for intender's / buyer's convenience.

9. PURCHASE ORDER & PAYMENT RESPONSIBILITY

- 9.1. Selection of product included in the Rate Contract and placing purchase order shall be discretion of the intender/buyer, which cannot be challenged by any vendor. Raising any objection by the vendor over the selection of the product by the buyer shall amount to violation of the terms & conditions of the contract for which vendor shall be liable for penal and other appropriate actions
- 9.2. The purchase order for the product shall be placed directly by the authorized officer of the respective departments/offices under the Government of Maharashtra, Local Bodies, State Government, Undertakings etc in accordance with the existing rules, procedures and GRs. The authority issuing purchase order shall be responsible for making payments as per payment terms for the goods supplied and services rendered.
- 9.3. The purchase order shall be issued exclusively in the name of the Vendor and payment shall also be made in the name of the vendor only. Purchase order issued/received in different name or cheque issued in different name shall not be taken as purchase under the Rate Contract.
- 9.4. The Vendor cannot delegate its rights to any institution to receive purchase order or/and payment in its name. If it is found that the vendor has appointed such institution to receive order and payment in its name, the vendors name will be removed from the Rate Contract list and such purchase will be treated as purchase outside the Rate Contract.
- 9.5. The vendor cannot refuse to supply the Biometric attendance System and refusal shall be violation of the term and condition of the contract and vendor shall be liable for punishment. The nature and quantum of punishment shall be decided by the Director, IT, GoM in accordance with the law. An appeal, within 30 days of the date of passing order, can be preferred to the Secretary, IT whose decision will be final.
- 9.6. On receipt of the equipment/s in good condition and the same is/are accepted by the concerned intender/buyer, payment as per payment terms shall be made. Payment can not be withheld on pretext of non installation.

10. ACKNOWLEDGEMENT OF THE PURCHASE ORDER

- 10.1. The vendor shall accept Supply Order from the intender/buyer against this Contract. The vendor shall examine the supply order(s) immediately on their receipt and bring to the notice of officer placing the supply order, within 7 days of the receipt of supply order, any discrepancy, with regard to the nomenclature, manufacturers part no. of the stores etc. ordered for due rectification. The letter should be sent by Registered Post. A.D. Meanwhile, supply of items which are clear for acceptance should not be held up and supplies be arranged by the date mutually agreed upon.
- 10.2. The vendor shall maintain stocks at the station (s) indicated by him in his bid and shall make deliveries against Supply Orders from such stocks as and when required. Upon receipt of a Supply Order (S.O.), the vendor, within Seven (7) days, intimate to the S.O. issuing authority, the quantity which can be supplied from stocks at the station(s) specified in the S.O. and within the Delivery period stipulated therein and the time required to supply the balance.
- 10.3. If the Vendor is unable to supply the entire quantity within the time stipulated in the S.O. and intimate the time within which supplies will be made by the Vendor, the Officer placing the S.O. will notify his acceptance of the Delivery Time offered by the Vendor or negotiate until an agreement is reached between the S.O. issuing Authority and the Vendor.
- 10.4. If the Vendor fails to give such intimation within Seven (7) days, it will be taken that the Vendor has agreed to supply the stores within the Delivery Date Stipulated in the Purchase order.

10.5. In all cases, the Delivery Time as deemed to be accepted by the Vendor or agreed upon as aforesaid between him and the officer placing the Purchase Order shall be deemed to be essence of the Contract and delivery must be completed not later than such Date. If in any case, no agreement with respect to the Delivery Time is reached between the Vendor and the Officer who has issued the Purchase Order, it shall be lawful for such officer to withdraw the Purchase Order and the Vendor shall have no claim in respect of such withdrawal(s).

11. QUALITY OF GOODS & SERVICES

11.1. The equipment/product must conform to the specifications given and of desired quality. Vendor shall guarantee that the item/s delivered to the purchaser is/are brand new. The vendor shall provide the original CD of the software along with the documentation, authentication and licence. Vendor shall guarantee that the software supplied to the purchaser is legal and authorized.

11.2. Consistency in delivery shall be maintained for the entire lot of products ordered. All the required quantity of product/s in schedule of requirement shall be of the same brand and model number. The Vendor shall not substitute any internal components or subsystems of the product by similar items of different manufacturer/s.

11.3. All the equipments shall be supplied with the relevant interface cables and necessary standard accessories.

11.4. The OEM as well as the vendor shall be jointly and severally responsible for and quality of the supply.

12. INSPECTION OF STORES

The Vendor shall have to submit in detail Quality Control Procedures and standards adopted in the manufacturing process.

12.1 LABORATORY TESTING

The vendor shall submit the reports stating that product have been tested and certified by STQC (Standardization Testing and Quality Certification) approved laboratory in India for adherence to standards on Calibration, Quality, Reliability, Environmental conditions.

The test reports should be for the same make and model that the bidder is quoting for. These test reports would have to be submitted within 1 month from the date of issue of LoI. However, if the Test Report for a given make and model issued on or after 1 January 2009 by such laboratories is already available the same will also be considered.

13. PACKING AND MARKING:

13.1 Unless specified otherwise, consignment shall be securely and properly packed, and every precaution taken to avoid loss or damage during transit. The packing shall be all-weather proof and sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

13.2 Each package should be clearly marked to indicate Description and Quantity of stores, Name and Address of the intender/buyer, Gross weight of the Package, S.O. No. and Date and the Name of the Vendor as provided in the General Conditions of the Contract.

13.3 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the

purchase order and in any subsequent instructions ordered by the intender/buyer.

14. DESPATCH INSTRUCTIONS AND NOTIFICATION:

- 14.1 Unless otherwise specified, supplies will be available from the date of Contract commences.
- 14.2 It is essential that full and clear instructions regarding dispatch are given in the Supply Order. Any changes in dispatch or delivery instructions should be notified to the vendor under intimation to the DIT.
- 14.3 Challans, Packing Notes must be submitted to the intender/buyer sufficiently in advance of the actual arrival of Stores at destination failing which the vendor shall be held responsible for any subsequent discrepancy between actual receipt and the materials detailed in the challan received later.
- 14.4 The stores will be delivered free at intender's/buyer's end including freight.
- 14.5 It will be responsibility of supplier for safe arrival of stores in full and good conditions at intendor's/buyer's specified destination and intender/buyer will not pay separately for transit insurance, if any.
- 14.6 Product shall confirm to standard guarantee/warranty effecting for a period of three years from the date of installation and demonstration.
- 14.7 The time lines for delivery and installation of equipment for all the divisional headquarter location(which includes Mumbai) would be within 4 weeks of placing orders and for all other locations it would be within 5 weeks of placing orders

15. DELIVERY DOCUMENTS

Within 24 hours of shipment, the Vendor shall notify the indenter/buyer, by cable/telex/Fax the full details of the shipment including Contract No., Receipt No., Date, Description of Goods, quantity etc. The vendor shall submit the following documents to the purchaser:

- a) 4 copies of the Vendor invoice showing goods description, quantity, unit price, and total amount.
- b) Railway / Lorry receipt
- c) Inspection report
- d) Manufacturer's /Vendor's guarantee certificate

16. EXTENSION OF DELIVERY PERIOD

As soon as it becomes apparent to the vendor that the delivery date(s) stipulated in the Supply Order(s) can not be adhered to, Vendor should apply for extension to the officer(s) who placed the supply order(s) giving reasons for the delay and also the date up to which extension is required. The Officer placing the Supplying Order will consider such request and if he has no objection, extend the delivery date suitably subject to the following conditions:

- a. That an amount equal to the liquidated damage for delay in the supply of the stores after the expiry of contract delivery period shall be recovered from the vendor as mentioned for the extended period, notwithstanding the grant of this extension.
- b. That no increase in price on account of any statutory increase in or fresh imposition of Customs Duty, Excise Duty, Sales Tax or on account of any Tax or Duty leviable in respect of stores specified in the said Supply Order which

takes place after the agreed delivery date Shall be admissible on such of the said stores as are delivered after the said date.

- c. That notwithstanding any stipulation in the contract for increase in price or any other ground no such increase which takes place after delivery date shall be admissible on such of the said stores as are delivered after the said date.

17. LIQUIDATED DAMAGES FOR DELAYED SUPPLY

- 17.1 If the vendor fails to deliver any or all of the equipments/products or does not perform the Services within the time period(s) specified in the Contract, the intender/buyer shall, without prejudice to its other remedies under the Contract, deduct from the Payable Amount, as liquidated damages, a sum equivalent to 0.5 percent of the price of the undelivered stores at the stipulated rate for each week or part thereof during which the delivery of such stores may be delayed subject to a maximum limit of 10 percent of the stipulated price of the stores so undelivered. Such penalty is to be deducted always by the intender/buyer from the bill of the vendor or if purchased elsewhere the extra amount paid will be recovered from Performance Guarantee.
- 17.2 Once the penalty reaches maximum, the intender/buyer shall make a report to the DIT for terminating the contract and initiating other appropriate action against the vendor.

18. ORDER CANCELLATION

- 18.1 The intender/buyer also reserves the right to cancel the order in the event of one or more of the following circumstances:
 - Serious discrepancy in hardware noticed during the pre-dispatch inspection, if any.
 - Delay in delivery and installation beyond a period mentioned in the purchase order.
 - Breach by the vendors of any of the terms and conditions of the tender.
 - If the Vendor goes into liquidation voluntarily or otherwise.
- 18.2 In addition to the cancellation of purchase order, the intender/buyer reserves the right to forfeit the performance guarantee submitted to the intender/buyer (in form of Bank guarantee) by the Vendor. However, proposal for cancellation of Supply Order need be referred to DIT if Supply Orders is above Rs. 10 lakh in value and where it is established that the delay in supply is due to willful negligence on the part of the vendor.

19. RISK PURCHASE

In case the Vendor fails to deliver the quantity as stipulated in the delivery schedule, the intender/buyer reserves the right to procure the same or similar materials from alternate sources at the risk, cost and responsibility of the Vendor.

20. INSPECTION AT INTENDER/BUYER PREMISES

- a. The intending officer or the team constituted by him/her shall physically inspect the equipments supplied and check the list of items and their physical state. The vendor shall help in conducting this inspection and satisfy the intender/buyer.
- b. The Vendor shall proceed to open the packing and to carry out the installation only after a written acknowledgement has been obtained from the intender/buyer that the goods have been inspected and found to be in order.

21. SURPRISE INSPECTION BY DIT

- 21.1 In addition to the above inspection, the officer or the representative of the DIT

may do the surprise inspection of any destination of supply to check genuineness of the hardware, software and peripherals supplied. Director, IT or his representative can choose any unit of any product from any of the Indenter for lab testing. The STQC lab where testing is to be carried out shall be decided by the DIT. If the quality of the product is found contrary to the specification given in the RC, the vendor's RC shall be suspended. However, the final decision will be taken as per existing law.

21.2 Any interference by the vendor during the process of lab testing will be considered as violation of terms and conditions and vendor will be liable for the punishment. After supply, vendor shall not be authorised to take any supplied unit for testing. Besides, interfering directly or indirectly in laboratory testing by the vendor/OEM to influence to the laboratory authority shall be taken a fraudulent act on the part of the vendor/OEM and severe act as per law will be taken. It will be the duty of the head of the office concerned to carry out laboratory testing as per direction of the Director, IT.

22. PERFORMANCE BANK GUARANTEE

22.1 The OEM shall submit before installation of the equipments a Performance Security Deposit for an amount equal to 10% of the value of the purchase in the form of Bank Guarantee in a given format from any Nationalised Bank in favour of the buyer valid for 39 months from the date of installation and commissioning. Equipments will not be accepted and payment against delivery will not be released without Performance Security Deposit.

22.2 The proceeds of the performance guarantee shall be payable to the Indenter as compensation for any loss / penalties / liquidated damages resulting from the vendor's failure to complete its obligations under the contract.

22.3 The performance guarantee shall be discharged by the buyer to the vendor within 60 days of the expiry of the warranty period. Date of warranty shall start from the date of successful commissioning of the equipment.

23. INSTALLATION, COMMISSIONING & ACCEPTANCE

23.1 The Vendor shall be responsible for delivery and installation of the Biometric Attendance System at site of the order and for making them fully operational.

23.2 The Vendor at the destination site, in the presence of intender/buyer and/or its representative, shall conduct acceptance test. The tests will involve installation and commissioning and trouble free operation of the complete system for two consecutive days apart from physical verification and testing. There shall not be any additional charges payable by the intender/buyer for carrying out this acceptance test.

24. INTEGRATION OF HARDWARE, SOFTWARE AND PERIPHERALS

24.1 The Vendor shall integrate the hardware, software and peripherals supplied by him to make them fully operational and he will be responsible for installing patches from time to time for the software supplied by him. The vendor will be responsible for demonstrating various parts to integrate peripherals. However, in case of problems with machines and / or equipments, it will be the Vendor's responsibility to locate the exact nature of the problem/s and rectify the same except for the problems in the application software installed on the machine/s, if any. Under no circumstances, problem shall be posed on the application software without sufficient reasons and justifications.

24.2 The Vendor shall also take required steps to successfully install the entire driver Software for the peripherals supplied by him. It will be the responsibility of the vendor to keep all software updated through relevant patches during the warranty period.

24.3 The Vendor shall note that all the equipments and peripherals shall be supplied with the relevant interface cables.

25. SOFTWARE DRIVERS AND MANUALS

All equipments will have to be supplied with all the software drivers and detailed operational and maintenance manuals free of cost.

26. TAXES AND DUTIES

Rate of RC is inclusive of Supply, Installation and 3 Years on site warranty, all taxes and duties etc. Octroi Exemption Certificate, if applicable, shall be given by the purchaser along with purchase order to the Vendor. If Octroi exemption certificate cannot be given, the Octroi will be borne by the intender/buyer.

27. PAYMENT TERMS

27.1 90 % payment towards supply will be made by the intender/buyer within **45** days from the date of receipt and acceptance of stores. Balance 10% payment shall be made within **45** days from the date of satisfactory Installation of equipment/s.

27.2 On receipt of the equipment in good condition and the same has been accepted by the Indenter, making payment of the above amount is obligatory upon the Indenter. The Payment cannot be delayed due to a delay in installation and commissioning that is solely attributable to the indenter. Delay on the part on the indenter for installation cannot be treated as delay for penalty.

28. OPERATIONAL TRAINING

The vendor will have to train two users nominated by the intender/buyer for a day (full-time) at his cost for operation of all the equipments supplied and installed. The training will be as per the satisfaction of the client / end user.

29. WARRANTY

29.1 The OEM shall provide comprehensive on site warranty for a period of Three years from the date of installation and commissioning of equipment/s and software supplied.

29.2 Any defect observed within 6 months of the supply, the vendor shall be obliged to change the equipment with new piece of equipment without making any charge.

29.3 The buyer will take appropriate action against the concerned, if needed. An appeal, within 30 days of the date of passing the order by the buyer, can be preferred to the Director, IT, GoM. He will decide the case on merit. However, an appeal against the order passed by the Director, IT can be filed to the Secretary, IT whose decision will be final and binding.

29.4 Warranty shall not become void if the intender/buyer buys any other supplemental hardware from a third party and installs it with/in these machines. But, the warranty will not apply to such hardware items installed. The equipment, if necessary, will be opened only by the OEM Engineer for repair/otherwise during the warranty period.

The warranty shall cover the following

- a) The equipments/products should be repaired and made operational within 48 hours, failing which a replacement should be given till the equipment is repaired. In case of software, it shall be replaced.

- b) The warranty period will get extended by 3 months for each failure to provide a quality service cum checkup, which is required to be provided by the OEM.

30. SUPPORT PLAN OF OEM

The Vendor shall submit the support plan which will include details of contact and escalation matrix to whom the buyer will contact for support. Support plan with escalation matrix shall be displayed on GoM, Website for intender's/buyer's convenience.

31. COMPLETENESS OF CONTRACT

31.1 The contract will be deemed as incomplete if any component of the hardware, software, network devices, etc., or any documentation / media relating thereto is not delivered, or is delivered but not installed and /or not operational or not acceptable to the intender/buyer after acceptance testing /examination.

31.2 In such an event, the supply and installation will be termed as incomplete and it will not be accepted and the warranty period will not commence. The equipment will be accepted after complete commission and satisfactory functioning of equipments for a minimum period of 10 days. The Warranty period will commence only on acceptance (based on acceptance test) of equipments by the intender/buyer.

32. PROTECTION AGAINST RISK OF OBSOLESCENCE

32.1 Service Support partner will make the spare parts for the systems available for a minimum period of four years from the time of acceptance of the system. Thereafter, Service Support partner will give at least twelve months notice prior to discontinuation of support services, so that the Indenter/buyer may order its requirements of the spares, if he so desires. If any of the components are not available or difficult to procure, or the procurement is likely to be delayed for replacement, if required, the replacement shall be carried out with state of the art technology equipment of equivalent or higher capacity, at no additional charges to the Indenter/buyer or Tenderer.

32.2 During the validity period of the order, if any of the machines /chips /parts becomes unavailable in the market, the vendor will be bound to supply the next higher version /configuration /family of the machines /chips /parts at the same price at which the rate contract is fixed.

33. REPLACEMENT DUE TO REPEATED FAILURE

If, during the warranty period, any equipment has any failure on two or more occasions, it shall be replaced by equivalent new equipment / software by the Vendor at no cost to the indenter/buyer.

34. PENALTY FOR DOWNTIME

34.1 The Indenter/buyer may make a complaint about the equipment/service through letter, fax, e-mail, phone, SMS or any other means as the Indenter/buyer thinks fit or convenient to the Service centre reported by OEM.

34.2 On receiving complaint about equipment/service, the service support partner will respond and repair/replace or provide required services as per the schedule given below:

Sr. No.	Location of complaint	Response Period (Visiting site)	Resolution Period (After response period)
1	Mumbai, Thane & Pune	Next Business	24 hrs

		day	
2	Nashik, Aurangabad, Amravati, Nagpur,	Next Business day	48 hrs
3	Other places	Next Business day	48 hrs

- 34.3 Public Holidays as declared by Government of Maharashtra will be excluded for the above downtime calculation.
- 34.4 In case Vendor fails to meet the above standards of maintenance, there will be a penalty of Rs. 200 per day after resolution period
- 34.5 In case the equipment is not repaired/replaced within one week, the penalty will be charged at 5 (Five) times of the penalty shown above.
- 34.6 If the original equipment/s is/are replaced by a temporary substitute equipment/s within resolution period, the penalty will not be charged for one week from the date of substitution /replacement. If the same is not repaired/replaced within one week, the penalty at the above rate will be charged thereafter for one week and the same shall be 5 times thereafter. The penalty shall be deducted from the performance guarantee.
- 34.7 If the total penalty reaches an amount equal to or more than 5% of the order value of the indenter, the same shall invoke the Performance Bank Guarantee.

35. INDEMNITY

Service Support partner shall indemnify, protect and save the Indenter/buyer against all claims, losses, costs damages, expenses, action suits and other proceeding, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respects of all the hardware and software supplied by him.

36. PUBLICITY

Any publicity by the vendor in which the name of the Indenter/buyer is to be used should be done only with the explicit written permission of the Indenter/buyer. The vendors shall not print RC at their own end. It will be seen as violation of the terms and condition of the contract.

37. CORRUPT OR FRAUDULENT PRACTICES

The Purchaser requires that the Bidders under this tender should observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser defines the terms set forth as follows:

- 37.1 "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the award of the RC, procurement process or in contract execution;
- 37.2 In the event of corrupt practice and fraudulence in addition to penal action as per the terms and conditions of the contract, legal action shall also be initiated against the concerned.
- 37.3 "Fraudulent practice" means a misrepresentation of facts in order to influence award of contract or a procurement process or a execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of the free and open competition;

37.4 The Purchaser will suspend the award of contract if prima-facie it is established that the vendor had engaged in corrupt or fraudulent practices in competing for the contract in question.

37.5 The Purchaser will declare a Bidder ineligible after giving opportunity of being heard, either indefinitely or for a stated period of time, to be awarded a contract if at any time it is found that the Bidder has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract.

38. SUSPENSION & CANCELLATION OF RATE CONTRACT

38.1 The Rate Contract of the Vendor shall be suspended forthwith by the DIT without issuing notice on any of the following circumstances/reasons:

- i) On finding deviation in technical specification as given in Appendix – A, in the supplied product, or
- ii) Violation of any condition of the tender/ contract or part of any condition of the tender contract of RC, or
- iii) Deviation found in quality and quantity of the product supplied, or
- iv) On finding software supplied with hardware as pirated, or
- v) If it is found that during the process of award of contract, fraudulence was made by the bidder or the vendor if found to resort to the fraudulent practice in getting supply order like offering incentive in terms of free product or money.

38.2 As stopping the supply of faulty/substandard product and taking appropriate action in this regard is of an urgent and emergent nature required to protect the interest of the Government, the Rate Contract of the concerned will be first suspended without issuing any notice. However, before taking the final decision on the matter, all concerned will be given reasonable opportunities to explain their stand. After enquiry, if the vendor is found guilty, the Rate Contract of the concerned vendor for the product in question will be cancelled and other appropriate legal action shall also be initiated against all concerned.

38.3 The aggrieved party against the order passed by the Director, IT, GoM may file an appeal to the Secretary, IT, GoM within 30 days of passing the order. The decision of the Secretary, IT, GoM shall be final and binding.

39. RESOLUTION OF DISPUTES

39.1 The Indenter/buyer and the Vendor shall make every effort to resolve amicably, by direct negotiation, any disagreement or dispute arising between them under or in connection with the any of the or part of the terms and conditions of the contract.

39.2 If within thirty days from the commencement of such negotiations, the Indenter/buyer and the Vendor have been unable to resolve dispute amicably, either party may referred it for resolution to the Director, IT, GoM who will decide it on merit.

39.3 An appeal against the order passed by the Director, IT, GoM may be preferred to the Secretary, IT, Government of Maharashtra as a sole arbitrator whose decision shall be final and binding on both the parties.

39.4 Vendor or OEM's liabilities under the contract will not exceed the price of the product and services supplied to the Indenter/buyer.

40. LEGAL JURISDICTION

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

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ANNEXURE – A**TECHNICAL SPECIFICATIONS OF THE PC BASED BIOMETRIC ATTENDANCE SYSTEM**

S. No.	Item	Minimum Specification
1.	Make	Must be Specified. Manufactured in Plant having Certification ISO 9000
2.	Model	Must be Specified. All the relevant product brochures and manuals must be submitted as per specifications.
3.	Authentication	Finger print only
4.	Speed of reading	1:N Node with speed less than 2 seconds
5.	Algorithm	FAR: < 0.001 % FRR: < 0.1%
6.	No of Users	Approx. 200
7.	Communication	USB
8.	Enrollment	PC Based
9.	Sensor type	Optical
10	Minimum Sensor resolution	Minimum 500 dpi
11	Image grayscale	256 shades (8-bit grayscale)
12	Encryption	No
13	Operating Environment	Temp: 0- 47 °C Humidity : 0-90 % Power Input: Only through USB Port
14	Biometric Data Interchange Format	ANSI/INCITS 378

15.	Biometric attendance software	<p>PC based enrollment and authentication software containing the following features</p> <p>Enrollment</p> <p>a. PC based</p> <p>Reports</p> <p>Should be able to generate the following reports on daily, weekly, monthly, quarterly and annual basis</p> <p>b. Physical arrival c. Physical departure d. Late arrival e. Early departure f. Attendance g. Absence h. Continuous absence i. Overtime j. Leave availed k. Leave balance l. Working on holiday</p> <p>Capacity</p> <p>m. Should be able to perform well for offices with about 200 employees n. Should be able to read from multiple optical fingerprint scanners connected to the same PC</p> <p>Compatibility</p> <p>o. Should be compatible with Windows Vista, XP, 2000, Server 2003</p> <p>Database</p> <p>p. Should be compatible with Open Office Database and MS Access</p> <p>Other</p> <p>q. The system should be able to take incremental backup of the attendance and enrollment data on a weekly, bi-weekly and monthly basis r. The system should be able to export the database onto excel sheets and other popular formats</p>
16.	Warranty	3 years onsite replacement warranty

Additional Item for Biometric

S.No.	Item	Minimum Specification Required
1	Optical fingerprint scanner	As mentioned above (without the attendance software) With 3 years onsite replacement Warranty

ANNEXURE - B

COVERING LETTER

Tender Reference No.: मातंसं/संदर्भ-09/5191

Date: __/01/2010

To: (Name and address of purchaser)

Gentlemen:

Having examined the tender documents including all annexure the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver the PC based Biometric Attendance System in conformity with the said tender documents.

If our tender offer is accepted we will submit the guarantee of bank in a sum of Rupees Two Lacs for the due performance of the Contract within 15 days from the date of receipt of your Notification of Award / Letter of Intent.

We agree to abide by this tender offer for a period of six months from the date of submission of bids and shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this tender 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 bond to accept the lowest or any offer you may receive.

Dated this ____ day of _____2010

Signature: _____

(In the Capacity of:) _____

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

Annexure-C**DETAILS OF BIDDER**

Tender Number: मातंसं/संदर्भ-09/5191

Date: / 01 /2010

Details filled in this form must be accompanied by sufficient documentary evidence, in order to verify the correctness of the information.

Sr. No.	Item	Details	
1.	Name of the Company		
2.	Postal Address		
3.	Postal Address in Maharashtra		
4.	Type of Company Sole Trader//Partnership//Joint Stock Company//Private LimitedCompany//PublicLimitedCompany//Undertaking// M.N.C.//Any other type.		
5.	Telephone No.of Company		
6.	Fax No. of Company		
7.	Name of Contact Person		
8.	Telephone No. of Contact Person Mobile No. eMail ID		
9.	Turn Over of the Company	Turn Over (Rs. in Lac)	Profit (Rs. in Lac)
		2006-2007	
		2007-2008	
		2008-2009	
10.	Sales Tax Clearance Certificate (upto December 2009) attached?	Yes/No	
11.	Address of Offices/ Tie ups with Organizations in the Divisional Head Quarters Pune Nagpur Amravati Aurangabad Konkan Nashik		

Date- /01/2010

Signature of Bidder

Annexure-D

Project Experience

(For a period of last five years)

Name of the Firm _____

Sr. No	Order Number & Date	Order Placed by (Full Address of Purchaser/ Client)	No of Users

Date: _____

Place: _____

Signature of the bidder

Annexure- E

PRICE SCHEDULE

This has to be submitted along with the Tender in ENVELOPE-II (Commercial Offer)

Please note that the bidder should quote the price all-inclusive and FD destination separately for each item in the following format.

A	B	C	D	E
Sr. No.	Item	Make	Model	Cost/unit in Rs.
1	Biometric Attendance System including Software and one Fingerprint reader			
2	Fingerprint Reader			
Total (Composite Commercial Offer)				

Note:

- 1) Please quote the make and model nos. for the equipments in the table above.

Signature of Bidder _____

Business Address _____

Place:

Date:

Annexure-F

BID SECURITY FORM (BSF)

Whereas _____(hereinafter called "the Bidder") has submitted its tender offer dated ____ January 2010 for the supply of PC based Biometric Attendance System (hereinafter called "the tender")

KNOW ALL MEN by these presents that WE _____of _____(hereinafter called the Bank:) are bound upto _____(hereinafter called "the Purchaser") in the sum of _____for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its sucesors and assigns by these presents. Sealed with the Common Seal of the Said Bank this _____ day of January 2010

THE CONDITIONS of this obligation are :

1. If the bidder withdraws its tender during the period of tender validity specified by the bidder on the Tender Form ; or
2. If the Bidder, having been notified of the acceptance of its tender by the purchaser during the period of tender validity :
 - (a) fails or refuses to execute the DRAFT CONTRACT FORM if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the instruction given in tender document;

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

This guarantee will remain in force up to and including _____ 2010 and any demand in respect thereof should reach the Bank not later than the above date

(Signature of the Bank)

Annexure-G

DRAFT CONTRACT FORM (CF)

This AGREEMENT is MADE at this _____ day of _____ Two thousand Eight Between _____(hereinafter called "the Contractor") of the one part and the Governor of Maharashtra through Director, IT, Government of Maharashtra (hereinafter called "the Government") of the other part.

WHEREAS the contractor has tendered to the Government for supply to the Director of Industries and Central Purchasing Officer, Mumbai (hereinafter called "The Director") of the articles specified in the schedule A (attached) as per delivery instructions given in the acceptance of tender at the respective prices or rate mentioned opposite to the said articles in the column provided for the purpose and whereas such tender has been accepted and the contractor has deposited with the Director the sum of Rs. _____ (Rupees _____only) as security for the fulfillment of this Agreement.

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

1. The contractor has accepted the contract on the terms and conditions set out in the tender notice no. _____ dated _____ as well in the acceptance of tender no. _____ dated _____, which will hold good during period of this agreement.
2. Upon breach by the contractor of any of the conditions of the agreement, the Director may issue a notice in writing, determine and put an end to this agreement without prejudice to the right of the Government to claim damages for antecedent breaches thereof on the part of the contractor and also to reasonable compensation for the loss occasioned by the failure of the contractor to fulfill the agreement as certified in writing by the Director which certificate shall be conclusive evidence of the amount of such compensation payable by the contractor to the Government.
3. Upon the determination of this agreement whether by effluxion of time or otherwise the said deposit shall after the expiration of _____ months from the date of such determination be returned to the contractor but without interest and after deducting therefrom any sum due by the contractor to the Government under the terms and conditions of this agreement.
4. This agreement shall remain in force until the expiry of the date of delivery of materials but notwithstanding herein or in the tender and acceptance forms contained the Government shall not be bound to take the whole or any part of the estimated quantity herein or therein mentioned and may cancel the contract at any time upon giving one months notice in writing without compensating the contractor.

5. In witness whereof the said _____ hath set his hand hereto and Director of Industries has on behalf of the Government of Maharashtra affixed his hand and seal thereto the day and year first above written.
6. Notices in connection with the contract may be given by the Director of Industries or any gazetted officer of the Stores Purchase Organization authorized by the Director.
7. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned the Supplier hereby covenants with the Purchaser to provide the goods and Services and to remedy defects therein conformity in all respects with the provisions of the Contract.
8. The Purchaser hereby covenants to pay the supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.
9. If subject to circumstances beyond control (Force Majeure) the contract fails to deliver the stores in accordance with the conditions mentioned in the A/L, the Director of Industries and the Central Purchasing Officer shall at his option be entitled either:
 - (a) to recover from the contractor as agreed liquidated damages or by way of penalty a sum not exceeding $1/2$ % of the price of the stores which the contractor has failed to deliver as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears, or
 - (b) to purchase elsewhere, after giving due notice to the contractor on the amount and at the risk of the contractor the stores not delivered or others of a similar description (where other exactly complying with the particulars are not in the opinion of the Director of Industries and Central Purchasing Officer which shall be final readily procurable) without canceling the contract in respect of the consignment not yet due for delivery, or
 - (c) to cancel the contract.
10. In the event of action to be taken under (a), (b) or (c) the contractor shall be liable for any losses which the Director of Industries and Central Purchasing Officer, may sustain on that account. The recovery on account of agreed liquidated damage or by way of penalty under (a) above will be made by deducting the amount in the bills and the recovery of any loss, which the Director of Industries and Central Purchasing Officer may sustain under (b) & (c) should be made good by a credit note within the stipulated period for the purpose.

Mumbai
Witness :

CONTRACTOR

- 1.
- 2.

On behalf of the Governor of Maharashtra, Mumbai
Directorate of Information Technology,
General Administration Department, GoM.

Annexure-H

PERFORMANCE SECURITY FORM (PSF)

To:
(Name of Purchaser)

WHEREAS _____(Name of Supplier) hereinafter called "the Supplier" has undertaken, purchase of Contract No. _____ dated, _____2010 to supply _____(Description of goods and Services) hereinafter called "the Contract".

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

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

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

This guarantee is valid until the _____ day of _____ 2011

Signature and Seal of Guarantors

Date _____
Address: _____

Annexure-I

SELF DECLARATION FORM FOR NOT HAVING PENDING CASES

To:
The Director,
Directorate of Information Technology,
Government of Maharashtra,
Mumbai – 400032.

Dear Sir,

I hereby declare that there are no pending cases against M/s_____ (Name & Address of Bidder) with Government of Maharashtra or any other court of law.

Signature of Bidder

Business Address

Place:

Date:

Annexure-J

(NOTARIZED AFFIDAVIT)

Undertaking

We M/s _____ (Name of the OEM) having head office at
_____ undertake the following

1. We M/s _____ (Name of the OEM) are not blacklisted in any
Department of Government of Maharashtra

2. We further undertake that our partner M/s _____ (Name of
Vendor) having office are also not blacklisted in any Department of Government of
Maharashtra

Signed on behalf of M/s _____ (Name of OEM)

Place:

Date:

Annexure - K

OEM Certificate regarding Warranty Offer

To
The Director
Directorate of Information Technology
Government of Maharashtra
Mumbai-400032

Subject: Warranty Offer Letter

Tender Ref no:

Dear Sir

With regards to the above Rate Contract tender No _____, we
hereby agree to the terms of warranty of three years for _____ supplied
through our partner against the rate contract

Yours truly

Authorized Signatory
(Name of OEM)

Annexure - L

PRICE SCHEDULE FOR PRICE REVISION

Please note that the bidder should quote the discount on the existing Rate Contract price with and without the change in Specifications and model if applicable

A	B	C	D	E		F
Sr. No.	Item	Make	Model	Discount on existing RC price		Remarks
				With existing specifications	With latest specifications	
1	Biometric Attendance System including Software and one Fingerprint reader					
2	Fingerprint Reader					

Note:

1. Please quote the make and model nos. for all the equipment in the table above.

Signature of Bidder_____

Business Address

Place:

Date:

Annexure – M

Queries for Prebid Meeting

BIDDER'S REQUEST FOR CLARIFICATION			
Name of agency submitting request		Name & position of person submitting request	Full address of the organization including phone, fax and email points of contact
			Tel:
			Fax:
			Email:
S. No	Bidding Document Reference(s) (section number/ page)	Content of RFP requiring Clarification	Points of clarification required
1			
2			

Signature of Authorized Signatory

Date:

Company Seal:

Annexure N**Index/ Check list**

S.No.	Document	Yes/No/NA	Page No.
1.	Covering letter in the format given Annexure		
2.	Power of Attorney		
3.	Signed copy of tender document		
4.	Signed copy of all corrigendum issued		
5.	Tender fee		
6.	EMD in format given in Annexure		
7.	Details of bidder		
8.	Copy of partnership deed or Certificate of Incorporation or Certificate of Registration as SSI		
9.	CA Certificate and / or Certified copy of Balance Sheet and P&L for two years		
10.	Sales tax clearance certificate up to December 2008		
11.	Sales tax challan receipt		
12.	MST/CST registration certificate		
13.	Notarized Affidavit in format given in Annexure		
14.	Self declaration in format given in Annexure for not having any pending cases		
15.	Copy of ISO 9001 certification		
16.	ISO 9001 certificate valid as of bid submission date		
17.	Details of six prior project experience each for at least 200 users in format mentioned in Annexure		
18.	Supporting documents for each of the six projects (PO/WO/Agreement/Client letters)		
19.	Technical Specification Form		
20.	Technical Documentation		
21.	Brochures and Leaflets		
22.	Certificate of OEM regarding warranty offer		

Signature of Authorized Signatory

Date:

Company Seal: