RAILTEL CORPORATION OF INDIA LIMITED

(A Govt. of India Undertaking)

Expression of Interest for Selection of Partner from Empanelled Business Associate for Exclusive Teaming Arrangement

For

"Enquiry for

'Providing Ancillary Security Services during Examinations Conducted by MPSC

EOI No: RCIL/WR/RO/Mktg/26-27/02 Dt: 18th May 2026

EOI NOTICE

RailTel Corporation of India Ltd,
Western Railway Microwave Complex, Senapati Bapat Marg,

Mahalaxmi, Mumbai – 400013

EOI Notice No: RCIL/WR/RO/Mktg/26-27/02 Dt: 18th May 2026

RailTel Corporation of India Ltd., (here after referred to as "RailTel") invites EOIs from RailTel's Empanelled Partners for Exclusive Pre Bid Arrangement For "Providing Ancillary Security Services during Examinations Conducted by MPSC' **and any other addendums/ corrigendum's/ documents contained within and related to the same.**

The details are as under:

1	Last date for submission of Technical Packet against EOIs by bidders	21st May 2026 12:00 hrs
2	Opening of Technical Bid of EOIs	21st May 2026 12:30 hrs
4	EOI fees inclusive tax (Non-refundable)	Rs. 50,000/- (INR Ten Thousand Only) (Non-Refundable in the form of Online transfer)
5	EMD for Pre-Bid Arrangement	Rs 10,00,000/- (INR Ten Lakhs only)
6.	Advertised Value	Rs. 5 Cr (Excluding GST)
7.	No. Of Packets	1

The EMD should be in the favor of RailTel Corporation of India Limited payable at Mumbai through online bank transfer only. Partner needs to share the online payment transfer details like UTR No, date of payment.
RailTel Bank Details: Union Bank of India, Account No. 317801010036605, IFSC Code - UBIN0531782.

Eligible Business Associates are required to direct all communications related to this Invitation for EoI document, through the following Nominated Point of Contact persons:

1. Level 1
Contact Name: Mr. Piyush Shinde
Designation: Assistant Manager/ Marketing
E-Mail Address: piyush.shinde@railtelindia.com
Mobile No: +91- 8999292981

Level 2
Contact Name: Sh. Viplov Nath Mishra
Designation: Senior Deputy General Manager/ Marketing
E-Mail Address: viplovmishra@railtelindia.com
Mobile No: +91- 90044 44124

Note:

1. Empanelled partners are required to submit soft copy of technical & price packet through an e-mail at **eoi.wr@railtelindia.com** duly signed by Authorized Signatories with Company seal and stamp.
2. The EOI response is invited from eligible **Empanelled Partners of RailTel only. The Empanelled partner has to submit its valid empanelment Letter of Intent along with his Bid.**
3. All the document must be submitted with **proper indexing** and **page no**.
4. This is an **exclusive pre-RFP partnership arrangement with empanelled business associate of RailTel for participating in the end customer RFP**. Selected partner's authorized signatory has to give an undertaking they will not submit directly or indirectly their bids and techno-commercial solution/association with any other organization once selected in this EOI for pre-bid teaming arrangement (before and after submission of bid to end customer organization by RailTel). This undertaking has to be given with this EOI Response.
5. Partner has to submit their response as an individual organization.
6. **Transfer and Sub-letting**. The Business Associate has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contractor any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof without the prior written approval from RailTel.
7. All Bidders to sign and stamp RailTel's EOI and its corrigendum's implying acceptance of all terms and conditions as mentioned and submit the same along with their Bids.
8. Any changes made by RailTel's end customer in enquiry up to the last date of submission of the said tender by RailTel will be unquestionably & without any objection accommodated by the Bidders in their Technical & Price offer submitted against this EoI. Changes include all the technical, financial, format changes and any other changes as applicable and deemed applicable by RailTel.

1. As Introduction about RailTel

RailTel Corporation of India Limited (RailTel), an ISO-9001:2000 organization is a Mini Ratna Government of India undertaking under the Ministry of Railways. The Corporation was formed in Sept 2000 with the objectives to create nationwide Broadband Telecom and Multimedia Network in all parts of the country, to modernize Train Control Operation and Safety System of Indian Railways and to contribute to realization of goals and objective of national telecom policy 1999. RailTel is a wholly owned subsidiary of Indian Railways.

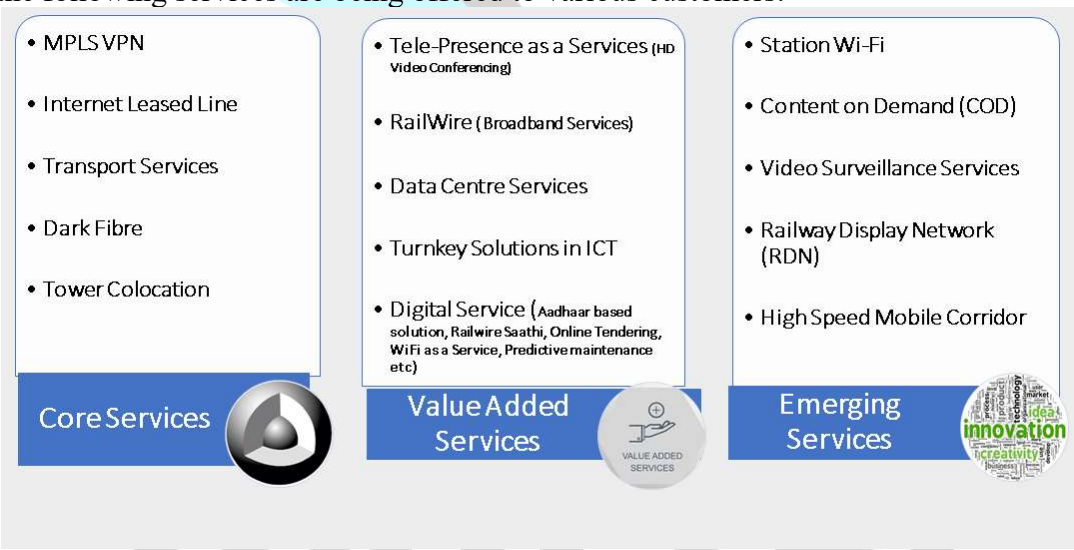
RailTel has approximately 60000 kms of OFC along the protected Railway tracks. The transport network is built on high capacity DWDM and an IP/ MPLS network over it to support mission critical communication requirements of Indian Railways and other customers. RailTel has Tier-III Data Center in Gurgaon and Secunderabad hosting / collocating critical applications. RailTel is also providing Telepresence as a Service (TPaaS), where a High-Definition Video Conference facility bundled with required BW is provided as a Service.

For ensuring efficient administration across India, country has been divided into four regions namely, Eastern, Northern, Southern & Western each headed by Executive Director and Headquartered at Kolkata, New Delhi, Secunderabad & Mumbai respectively. These regions are further divided into territories for efficient working. RailTel has territorial offices at Guwahati, & Bhubaneswar in East, Chandigarh, Jaipur, Lucknow in North, Chennai & Bangalore in South, Bhopal, and Pune & Ahmedabad in West. Various other territorial offices across the country are proposed to be created shortly.

RailTel's business service lines can be categorized into three heads namely B2G/B2B (Business to Government and Business to Business) and B2C (Business to customers):

Licenses & Service portfolio:

Presently, RailTel holds Infrastructure Provider -1, National Long-Distance Operator, International Long-Distance Operator and Internet Service Provider (Class-A) licenses under which the following services are being offered to various customers:



a) Carrier Services

- National Long Distance: Carriage of Inter & Intra -circle Voice Traffic across India

using state of the art NGN based network through its Interconnection with all leading Telecom Operators

- Lease Line Services: Available for granularities from E1 to multiple of Gigabit bandwidth & above
- Dark Fiber/Lambda: Leasing to MSOs/Telco's along secured Right of Way of Railway tracks
- Co-location Services: Leasing of Space and 1000+ Towers for collocation of MSC/BSC/BTS of Telco's

b) Enterprise Services

- Managed Lease Line Services: Available for granularities from E1, DS-3, STM-1 & above
- MPLS VPN: Layer-2 & Layer-3 VPN available for granularities from 2 Mbps & above
- Dedicated Internet Bandwidth: Experience the "Always ON" internet connectivity at your fingertips in granularities 2 Mbps to several Gbps

c) DATA CENTER

- Infrastructure as a service (IaaS), Hosting as Services, Security operation Centre as a Service (SOCaaS): RailTel has MeitY empaneled two Tier-III data centres in Gurgaon & Secunderabad. Presently RailTel is hosting critical applications of Indian Railways, Central & State government/ PSUs applications. RailTel will facilitate Government's applications
- Hosting services including smooth transition to secured state owned RailTel's Data Centers and Disaster Recovery Centres. RailTel also offers SOC as a Service 'SOCaaS'. In addition, RailTel offers VPN client services so that employees can seamlessly access government's intranet, applications securely from anywhere without compromising security.

d) National Long Distance:

Carriage of Inter & Intra -circle Voice Traffic across India using stateof the art NGN based network through its Interconnection with all leading Telecom Operators

- Lease Line Services: Available for granularities from E1 to multiple of Gigabit bandwidth & above
- Dark Fiber/Lambda: Leasing to MSOs/Telco's along secured Right of Way of Railway tracks
- Co-location Services: Leasing of Space and 1000+ Towers for collocation of MSC/BSC/BTS of Telco's

e) High-Definition Video Conference:

RailTel has unique service model of providing high -definition video conference bundled with Video Conference equipment, bandwidth and FMS services to provide end to end

seamless services on OPEX model connecting HQ with other critical offices. RailTel also offers application-based video conference solution for employees tobe productive specially during this pandemic situation.

f) Retail Services – RailWire

RailWire: Triple Play Broadband Services for the Masses. RailTel has unique model of delivering broadband services, wherein local entrepreneurs are engaged in delivering & maintaining broadband services and up to 66% of the total revenues earned are shared to these local entrepreneurs in the state, generating jobs and revitalizing local economies. On date RailTel is serving approx. 4,68,000 subscribers on PAN Indian basis. RailTel can provide broadband service across– Government PSU or any organization's officers colonies and residences.

2. Project Background and Objective of EOI

RailTel intends to submit commercial quotation to its end customer organization for 'Development of an Exclusive End-to-End Online Portal for the Goa Labour Welfare Board' as per Scope of Work enclosed.

RailTel invites EOIs from RailTel's Empanelled Partners for the selection of suitable partner for participating in above mentioned work for the agreed scope work. The empanelled partner is expected to have excellent execution capability and good understanding customer local environment.

3. Scope of Work

The scope of work will be as mentioned in the end Customer Organization Enquiry for **Providing Ancillary Security Services during Examinations Conducted by MPSC** as per Scope of Work enclosed and any other addendums/ corrigendum's/ documents contained within and related to the same uploaded up to the last date of submission of the aforesaid tender.

The broad scope of work is mentioned in end customer enquiry enclosed along with its latest amendments and clarifications.

In case of any discrepancy or ambiguity in any clause / specification pertaining to scope of work area, the tender/RFP and corrigendum/addendum released by end customer organization shall supersede and will be considered sacrosanct. (All associated clarifications, response to queries, revisions, addendum, and corrigendum, associated prime service agreement PSA/MSA/SLA also included.)

Business associate can participate as a sole bidder or part of consortium. Bidder/s must be RailTel's empanelled partner/s and will be responsible for all the conditions mentioned in this and the end customer RFP

Special Note: RailTel has floated the EOI for rate discovery and identifying the BA to support RailTel for timely execution of the work. RailTel may retain some portion of the work mentioned in the end organization RFP, where RailTel has competence so that overall proposal becomes most winnable proposal.

4. Response to EOI guidelines

4.1 Language of Proposals

The proposal and all correspondence and documents shall be written in English in soft copy through an email.

4.2 RailTel's Right to Accept/Reject responses

RailTel reserves the right to accept or reject any response and annul the bidding process or even reject all responses at any time prior to selecting the partner, without thereby incurring any liability to the affected bidder or Business Associate or without any obligation to inform the affected bidder or bidders about the grounds for RailTel's action.

4.3 EOI response Document

The bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the bidding documents. Submission of bids, not substantially responsive to the bidding document in every aspect will be at the bidder's risk and may result in rejection of its bid without any further reference to the bidder.
All pages of the documents shall be signed by the bidder including the closing page in token of his having studies the EOI document and should be submitted along with the bid.

4.4 Period of Validity of bids and Bid Currency

Bids shall remain valid for a period of 180 days from the date of Bid submission issued by the end Customer organization for which bid is going to submitted.

4.5 Bid Earnest Money (EMD)

4.5.1 The Business Associate shall furnish a sum as given in EOI Notice via online transfer from any scheduled bank in India in favour of "RailTel Corporation of India Limited" along with the offer. This will be called as EOI/Token EMD.

4.5.2 Offers not accompanied with valid Token Earnest Money Deposit shall be summarily rejected.

4.5.3 In case if offer is selected for bidding, the partner has to furnish Earnest Money Deposit (for balance amount as mentioned in the customer's Bid or as per

RailTel policy as applicable) for the bid to RailTel in the form of Online Transfer/BG/combination of both. The selected Business Associate shall have to submit EMD before submission of bid to end customer as applicable.

4.5.4 **Return of EMD for unsuccessful Business Associates:** EOI EMD of the unsuccessful Business Associate shall be returned without interest after completion of EOI process.

4.5.5 **Return of EMD for successful Business Associate:** EOI-EMD & Earnest Money Deposit (balance proportionate EMD) and Integrity Pact BG of the successful bidder will be discharged / returned as promptly as possible after the receipt of RailTel's EMD/BG from the end Customer and or on receipt of Security Deposit Performance Bank Guarantee as applicable (clause no. 4.6) from Business Associate whichever is later.

4.5.6 **Forfeiture of EOI EMD or EOI EMD & balance EMD (balance proportionate EMD) and or Penal action asper EMD Declaration:**

4.5.6.1 The EOI EMD will be forfeited if the Balance EMD is not paid before RailTel's bid submission in end customers Tender

4.5.6.2 The 20% of EOI EMD may be forfeited, or penal action shall be initiated if a Business Associate withdraws his offer or modifies the terms and conditions of the offer during validity period.

4.5.6.3 In case of non-submission of SD/PBG (as per clause no. 4.6) lead to forfeiture of EOI EMD.

4.5.6.4 Having participated with another party/directly/through consortium apart from RailTel in RailTel's end customer Tender

4.6 Security Deposit / Performance Bank Guarantee (PBG)

4.6.1 In case the bid is successful, the PBG will have to be submitted to RailTel on back-to-back basis.

4.6.2 As per work share arrangements agreed between RailTel and Business Associate the PBG will be proportionately decided and submitted by the selected Business Associate. (If applicable)

4.7 Last date & time for Submission of EOI response

EOI response must be submitted to RailTel at the email address specified in the preamble not later than the specified date and time mentioned in the preamble.

4.8 Modification and/or Withdrawal of EOI response

EOI response once submitted will treated, as final and no modification will be permitted except with the consent of the RailTel.

No Business Associate shall be allowed to withdraw the response after the last date and time for submission.

The successful Business Associate will not be allowed to withdraw or back out from the response commitments. In case of withdrawal or back out by the successful business associate, the Earnest Money Deposit shall be forfeited, and all interests/claims of such

Business Associate shall be deemed as foreclosed.

4.9 Details of Financial bid for the above referred tender

Business Associate meeting eligibility criteria and lowest price will be selected for exclusive pre-bid arrangement for optimizing technical and commercial solution so that most winnable solution is submitted to end customer.

In case if there are Two or more Business Associate meeting eligibility criteria and quoting same price, then negotiation will be conducted within these Sole partner in the second stage for the given scope of the work and Sole bidder with overall lowest (L1) offer will be selected for exclusive pre bid arrangement for optimizing technical and commercial solution.

The final bid for the tender will be prepared jointly with the selected Business Associate so that the optimal bid can be put with a good chance of winning the Tender.

Also it may be noted that RailTel may choose multiple BAs for final bidding depending upon the lowest offer received so that a winning bid can be put forth.

The BA's will have to encompass RailTel margin over all components of the Price in end customer Tender/RFP.

Any Changes in the end customer Tender after the last date of submission of RailTel EoI shall be unquestionably & without any objection accommodated by the BA/BAs in their Technical & Price offer submitted against this EoI.

4.10 Clarification of EOI Response

To assist in the examination, evaluation and comparison of bids the purchaser may, at its discretion, ask the Business Associate for clarification. The response should be in writing and no change in the price or substance of the EOI response shall be sought, offered or permitted.

4.11 Period of Association/Validity of Agreement

RailTel will enter into a pre-bid agreement with selected bidder with detailed Terms and conditions.

5. Eligibility Criteria for Bidding Business Partner of RailTel

S No	Particulars	Criteria for Tender Package (Mandatory Compliance & Document Submission)
A)	**Financial Conditions**	
1.	Partner must be an empanelled partner of RailTel. Organization should be in existence in India for at least the last 7 years as on date of submission of the bid.	(1) Copy of Certificate of Incorporation/Registration under companies act 1956 /2013 OR Partnership Deed duly registered under partnership act OR LLP firm registration certificate, OR Proprietor as applicable/ Udyam Registration (2) Copy of valid GST certificate with GST registration number (3) Copy of valid PAN Card (4) BA Empanelment letter issued by RailTel
2.	Partner should have Cumulative turnover of INR 7.5 Cr during the last 7 years, ending 31st March (FY 2018-19 To FY2024-25) or (FY 2019-18 To FY2025-26)	Copy of the audited Balance Sheet and Profit and Loss Statement of the company. OR Turnover Certificate from the statutory auditor /chartered accountant with valid UDIN No.
3.	Partner should have a positive net worth in FY 2025-26.	Certificate from the statutory auditor /chartered accountant with valid UDIN No.
4.	The Partner must have completed/ongoing similar nature of work during last 7 (Seven) years ending Bid submission date as per following capacity for any Central / State Government Organization / Public Sector Unit (PSU)/Private Entity/organization in India. 1. One Similar work, each costing not less than the amount equal to 50% of the advertised value of the EOI. OR 2. Two Similar works, each costing not less than the amount equal to 30% of the advertised value of the EOI. OR 3. Three Similar works, each costing not less than the amount equal to 25% of the advertised value of the EOI Similar Work means: Execution of Examination Related Service (including, but not limited to, CCTV Surveillance, Biometric Attendance, Frisking/Metal Detection, Baggage Scanners, Access Control Systems, or Facial Recognition) for any Central	The Partner shall furnish Work order/ Purchase order /LOA issued by customer

	/ State Government Organization / Public Sector Unit (PSU)/Private Entity/organization in India.	
5.	The bidder must possess any one of the following valid certifications, which shall have been issued as on day of bidding : (1)ISO 9001 (2)ISO 27001	Copy of valid certificates as on date of submission of bid and duly Signed and stamped by Authorized Signatory of bidder
6.	The Partner should not be blacklisted/debarred by any Governmental/ Non-Governmental Organization in India as on bid submission date.	Declaration from the partner on company letter head in the prescribed format provided duly signed by the authorized signatory

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6. Bidder's Profile

The bidder shall provide the information in the below table:

S. No.	ITEM	Details
1.	Full name of bidder's firm	
2.	Full address, telephone numbers, fax numbers, and email address of the primary office of the organization / main / head / corporate office	
3.	Name, designation and full address of the Chief Executive Officer/Director of the bidder's organization as a whole, including contact numbers and email Address	
4.	Full address, telephone and fax numbers, and email addresses of the office of the organization dealing with this tender	
5.	Name, designation and full address of the person dealing with the tender to whom all reference shall be made regarding the tender enquiry. His/her telephone, mobile, Fax and email address	
6.	Bank Details (Bank Branch Name, IFSC Code, Account number)	
7.	PAN, GST, TAN Registration numbers	

7. Evaluation Criteria

7.1 The Business Associates are first evaluated on the basis of the Eligibility Criteria as per clause 5 above.
7.2 The Business Associate qualifying the Eligibility criteria will be selected for exclusive pre-bid arrangement for optimizing technical and commercial solution so that most winnable solution is submitted to end customer.
7.3 In case if there are two or more Sole Bidders meeting eligibility criteria then the price bids will be sought from these Sole Bidder in the second stage for the given scope of the work and Sole Bidder with overall lowest (L1) offer will be selected for exclusive pre-bid arrangement for optimizing technical and commercial solution.
7.4 RailTel reserves the right to accept or reject the response against this EOI, without assigning any reasons. The decision of RailTel is final and binding on the participants. The RailTel evaluation committee will determine whether the proposal/ information is complete in all respects and the decision of the evaluation committee shall be final. RailTel may at its discretion assign lead factor to the Business associate as per RailTel policy for shortlisting partner against this EOI.
7.6 All General requirements mentioned in the Technical Specifications are required to be complied. The solution proposed should be robust and scalable.

8. Withdrawal of Bids

A Bidder wishing to withdraw its bid shall notify to RailTel by e-mail prior to the deadline prescribed for bid submission. The notice of withdrawal shall be addressed to RailTel at the address named in the Bid Data Sheet, and bear the Contract name, the <Title> and < Bid No.>, and the words "Bid Withdrawal Notice." Bid withdrawal notices received after the bid submission deadline will be ignored, and the submitted bid will be deemed to be a valid submitted bid.

No bid can be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified in the Bid Data Sheet. Withdrawal of a bid during this interval may result in the forfeiture of the Bidder's EMD.

9 Evaluation Process

The evaluation process of the bid proposed to be adopted by RailTel is indicated in this section. The purpose of this section is to provide the Bidder an idea of the evaluation process that RailTel may adopt.

RailTel shall appoint a Bid Evaluation Committee (BEC) to scrutinize and evaluate the technical and commercial bids received. The BEC will examine the Bids to determine whether they are complete, responsive and whether the bid format conforms to the bid requirements. RailTel may waive any informality or non-conformity in a bid which does not constitute a material deviation according to RailTel.

The bid prices should not be mention in any part of the bid other than the Commercial Bid. Any attempt by a bidder to influence the bid evaluation process may result in the rejection of Bid and forfeiture of EMD.

10 Performance Bank Guarantee

The Bidder shall at his own expense, deposit with RailTel, an unconditional and irrevocable Performance Bank Guarantee (PBG) from nationalized banks or scheduled banks excluding Co-operative banks as per the format given in this bid, payable on demand, for the due performance and fulfilment of the contract by the Bidder.

This Performance Bank Guarantee will be submitted within 25 days of the notification of award of the contract/ Letter of Acceptance (LOA) issuance whichever is earlier. If PBG is not submitted within this time frame a delayed PBG penalty will be attracted. Post 25 days and up to 50 days from date of notification of award of the contract/ Letter of Acceptance (LOA) issuance a penalty at 15% per annum interest of LOA amount will be levied as delayed PBG penalty and this penalty will be deducted from the Invoices & EMD of the Bidder. After these 50 days if PBG is not submitted then it will be assumed that the Bidder is not interested in submitting PBG and the Amount of PBG along with the delayed PBG penalty calculated will be retained from Invoices & EMD of the Bidder. Non-submission of PBG can also lead to cancellation of contract and the decision with respect to whether, to retain the PBG Amount and penalty from Invoices & EMD or cancellation of contract, will be at the sole discretion of RailTel. In the event of cancellation of contract EMD will be forfeited. If PBG is retained from Invoices & EMD then the PBG Amount only and not the penalty attracted will be paid to the Bidder in such a case post

the contract period plus three months (expected PBG validity date) are over after deducting any applicable deductions (e.g.: Poor service, etc).

This Performance Bank Guarantee will be for an amount equivalent to a particular percentage of the total contract value or as specified in RailTel's end customers tender. All charges whatsoever such as premium, commission, stamp duties etc. with respect to the Performance Bank Guarantee shall be borne by the Bidder. The Performance Bank Guarantee format can be found in this document.

The Performance Bank Guarantee may be discharged/ returned by RailTel upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee.

In the event of the Bidder being unable to service the contract for whatever reason, RailTel would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of RailTel under the Contract in the matter, the proceeds of the PBG shall be payable to RailTel as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract. RailTel shall notify the Bidder in writing of the exercise of its right to receive such compensation within 30 days, indicating the contractual obligation(s) for which the Bidder is in default.

The 30 days' notice period shall be considered as the 'Cure Period' to facilitate the Implementation Agency to cure the breach. The PBG shall be invoked only if the breach is solely attributable to the bidder and the bidder fails to rectify the breach within the 'Cure Period'.

RailTel shall also be entitled to make recoveries from the Bidder's bills, performance bank guarantee, or from any other amount due to the Bidder, the equivalent value of any payment made to the Bidder due to inadvertence, error, collusion, misconstruction or misstatement.

11 Rights to Terminate the Process

RailTel may terminate the bid process at any time and without assigning any reason. RailTel makes no commitments, express or implied, that this process will result in a business transaction with anyone.

This bid document does not constitute an offer by RailTel. The Bidder's participation in this process may result in RailTel selecting the Bidder to engage in further discussions and negotiations towards execution of a contract. The commencement of such negotiations does not, however, signify a commitment by RailTel to execute a contract or to continue negotiations. RailTel may terminate negotiations at any time without assigning any reason.

12. Payment terms

12.1 RailTel shall make payment to selected Business Associate after receiving payment from Customer for the agreed scope of work. In case of any penalty or deduction made by customer for the portion of work to be done by BA, same shall be passed on to Business Associate.

12.2 All payments by RailTel to the Partner will be made after the receipt of payment by RailTel from end customer organization and upon submission of correct Tax Invoices as per statutory norms.

12.3 The Payments received from end customer will be disbursed Scope wise to the selected BA.

12.4 Payments to selected BAs will be in Arrears only

13 SLA/Penalty/LD

The selected bidder will be required to adhere to the SLA/Penalty/LD matrix as defined in the end Customer organization tender for his scope of work and the SLA/Penalty/LD breach penalty will be applicable proportionately on the selected bidder, as specified in the end Customer organization Tender. The SLA/Penalty/LD scoring and penalty deduction mechanism for in-scope of work area shall be followed as specified in the Tender. All associated clarifications, responses to queries, revisions, addendum and corrigendum, associated Prime Services Agreement (PSA)/ MSA/ SLA also included. Any deduction by Customer from RailTel payments on account of SLA/Penalty/LD breach which is attributable to Partner and will be passed on to the Partner proportionately based on its scope of work.

14 Duration of the Contract Period

The contract shall remain in force for a minimum period of 1 year from the Commercial Operation Date (COD) which will be back to back as per end customer tender. The effective date will be the day when the Condition Precedents are met. After 1 year, RailTel may extend the agreement as per its end customers' requirements and performance.

Note:

1. **Depending on RailTel's business strategy RailTel may choose to work with Partner who is most likely to support in submitting a winning bid**
2. **All Documents and requirements like EMD, Tender Fees, PBG, Contract Agreement to be shared/executed Back-to-Back as per the end customer RFP/Tender with Tender. In case of any discrepancy or ambiguity in any clause /specification pertaining to scope of work area, the RFP released by end customer organization shall supersede and will be considered sacrosanct. (All associated clarifications, response to queries, revisions, addendum and corrigendum, associated prime service agreement (PSA)/ MSA/ SLA also included.)**
3. **All clauses such as cost involved, payment term, validity, lock in period, etc will be back to back as per customer tender**
4. **All required MAFs and other OEM related documents along with end customer consortium partner related documents like Integrity pact, Manpower CVs, etc which are mandatory in RailTel's end customer tender is to be arranged by Selected Bidders before RailTel's submission of Bid in end customer tender.**

Annexure 1: COVERING LETTER (To be submitted on Letter head)

EoI Reference No: _____Date: _____

To
RailTel Corporation of India Ltd
Western Railway Microwave Complex
Senapati Bapat Marg, Mahalaxmi, Mumbai – 400013

Dear Sir,

SUB: Participation in the EoI process

Having examined the Invitation for EoI document bearing the reference number _ Dt. _____ released by your esteemed organization, we, undersigned, hereby acknowledge the receipt of the same and offer to participate in conformity with the said Invitation for EoI document.

If our application is accepted, we undertake to abide by all the terms and conditions mentioned in the said Invitation for EoI document.

We hereby declare that all the information and supporting documents furnished as a part of our response to the said Invitation for EoI document, are true to the best of our knowledge. We understand that in case any discrepancy is found in the information submitted by us, our EoI is liable to be rejected.

We hereby Submit EMD amount of Rs. _____ issued vide _____ from Bank _____.

Authorized Signatory Name:
Designation:
Contact No:
E-Mail Address:
Signature:
Seal of the Organization:

Annexure 2: Self-Certificate & Undertaking

Self-Certificate (To be submitted on company letter head)

EoI Reference No: _____Date: _____

To
RailTel Corporation of India Ltd
Western Railway Microwave Complex
Senapati Bapat Marg, Mahalaxmi, Mumbai – 400013

Dear Sir,

Sub: Self Certificate for Tender, Technical, Commercial & other compliances

1. Having examined the Technical specifications mentioned in this EOI & end customer tender, we hereby confirm that we meet all specification.
2. We agree to abide by all the technical, commercial & financial conditions of the end customer RFP for which EOI is submitted (except pricing, termination & risk purchase rights of the RailTel). We understand and agree that RailTel shall release the payment to selected sole partner/lead partner after the receipt of corresponding payment from end customer by RailTel. Further we understand that in case selected sole bidder fails to execute assigned portion of work, then the same shall be executed by RailTel through third party or departmentally at the risk and cost of selected sole partner bidder.
3. We agree to abide by all the technical, commercial & financial conditions of the end customer's RFP for the agreed scope of work for which this EOI is submitted.
4. We hereby agree to comply with all OEM technical & financial documentation including MAF, Technical certificates/others as per end-to-end requirement mentioned in the end customer's RFP. We are hereby enclosing the arrangement of OEMs against each of the BOQ item quoted as mentioned end customer's RFP. We also undertake to submit MAF and other documents required in the end Customer organization tender in favour of RailTel against the proposed products.
5. We hereby certify that any services, equipment and materials to be supplied are produced in eligible source country complying with OM/F. No. 6/18/2019 dated 23rd July 2020 issued by DoE, MoF.
6. We hereby undertake to work with RailTel as per end customer's RFP terms and conditions. We confirm to submit all the supporting documents constituting/ in compliance with the Criteria as required in the end customer's RFP terms and conditions like technical certificates, OEM compliance documents.
7. We understand and agree that RailTel is intending to select a sole bidder who is willing to accept all terms & conditions of end customer organization's RFP for the agreed scope of work. RailTel will strategies to retain scope of work where RailTel has competence.

8. We hereby agree to submit that in case of being selected by RailTel as sole bidder for the proposed project (for which EOI is submitted), we will submit all the forms, appendix, relevant documents etc. to RailTel that is required and desired by end Customer well before the bid submission date by end customer and as and when required.
9. We hereby undertake to sign Pre-Bid Agreement, Pre-Contract Integrity Pact and Non-Disclosure Agreement with RailTel on a non-judicial stamp paper of Rs. 500/- in the prescribed Format.
10. We undertake that we will not submit directly or indirectly out bids and techno-commercial solution/association with any other organization once selected in this EOI for pre-bid teaming arrangement (before and after submission of bid to end customer organization by RailTel)

Authorized Signatory Name:
Designation:
Signature:
Seal of the Organization:

Annexure 3: Undertaking for not being Blacklisted/Debarred

EoI Reference No: _____Date: _____

To
RailTel Corporation of India Ltd
Western Railway Microwave Complex
Senapati Bapat Marg, Mahalaxmi, Mumbai – 400013

Dear Sir,

Subject: Undertaking for not being Blacklisted/Debarred

We, <Company Name>, having its registered office at <Address> hereby declares that that the Company has not been blacklisted/debarred by any Governmental/ Non-Governmental organization in India for past 3 Years as on bid submission date.

Authorized Signatory Name:
Designation:
Signature:
Seal of the Organization:

Annexure 4: Format of Affidavit

FORMAT FOR AFFIDAVIT TO BE UPLOADED BY SOLE PARTNER ALONGWITH THE EOI DOCUMENTS

(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs. 500/-. The paper has to be in the name of the BA) **

I……. (Name and designation) * appointed as the attorney/authorized signatory of the BA (including its constituents),
M/s _____(hereinafter called the BA) for the purpose of the EOI documents for the work of _____ as per the EOI No._____Dt. _____of (RailTel Corporation of India Ltd), do hereby solemnly affirm and state on the behalf of the BA including its constituents as under:

1. I/we the BA (s), am/are signing this document after carefully reading the contents.
2. I/we the BA(s) also accept all the conditions of the EOI and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the EOI documents from RailTel website www.railtelindia.com. I/we have verified the content of the document from the website and there is no addition, no deletion or no alternation to be content of the EOI document. In case of any discrepancy noticed at any stage i.e. evaluation of EOI, execution of work or final payment of the contract, the master copy available with the RailTel Administration shall be final and binding upon me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/we also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
6. I/we declare that the information and documents submitted along with the EOI by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.
7. I/we undersigned that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of EOI, it shall lead to forfeiture of the EOI EMD besides banning of business for five years on entire RailTel. Further, I/we (insert name of the BA) * and all my/our constituents understand that my/our constituents understand that my/our offer shall be summarily rejected.
8. I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business for five years on entire RailTel.

DEPONENT
SEAL AND SIGNATURE OF THE BA

VERIFICATION

I/We above named EOI do hereby solemnly affirm and verify that the contents of my/our above affidavit are true and correct. Nothing has been concealed and no part of it is false.

DEPONENT

SEAL AND SIGNAURE OF THE ADVOCATE

Place:
Dated:

**The contents in Italics are only for guidance purpose. Details as appropriate are to be filled in suitably by BA. Attestation before Magistrate/ Notary Public.

Annexure 5: Draft Non-Disclosure Agreement

(To be submitted on a Rs. 500 Stamp Paper)

This Non-Disclosure Agreement ("Non-Disc") is made and entered into _____ day of _____ month _____ year (effective date) by and between _____ ("Department") and _____ ("Company"). Whereas, Department and Company have entered into an Agreement ("Agreement") _____ effective _____for _____and

Whereas, each party desires to disclose to the other party certain information in oral or written form which is proprietary and confidential to the disclosing party, ("CONFIDENTIAL INFORMATION").

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein, the parties agree as follows:

1. **Definitions. As used herein:**
    a. The term "Confidential Information" shall include, without limitation, all information and materials, furnished by either Party to the other in connection with citizen/users/persons/customers data, products and/or services, including information transmitted in writing, orally, visually, (e.g. video terminal display) or on magnetic or optical media, and including all proprietary information, customer and prospect lists, trade secrets, trade names or proposed trade names, methods and procedures of operation, commercial or marketing plans, licensed document know-how, ideas, concepts, designs, drawings, flow charts, diagrams, quality manuals, checklists, guidelines, processes, formulae, source code materials, specifications, programs, software packages, codes and other intellectual property relating to the disclosing party's data, computer database, products and/or services. Results of any tests, sample surveys, analytics, data mining exercises or usages etc. carried out by the receiving party in connection with the Department's information including citizen/users/persons/customers personal or sensitive personal information as defined under any law for the time being in force shall also be considered Confidential Information.
    b. The term, "Department" shall include the officers, employees, agents, consultants, contractors and representatives of Department.
    c. The term, "Company" shall include the directors, officers, employees, agents, consultants, contractors and representatives of Company, including its applicable affiliates and subsidiary companies.
2. **Protection of Confidential Information:** With respect to any Confidential Information disclosed to it or to which it has access, Company affirms that it shall:
    a. Use the Confidential Information as necessary only in connection with Project and in accordance with the terms and conditions contained herein;

b. Maintain the Confidential Information in strict confidence and take all reasonable steps to enforce the confidentiality obligations imposed hereunder, but in no event take less care with the Confidential Information that the parties take to protect the confidentiality of its own proprietary and confidential information and that of its clients;
c. Not to make or retain copy of any commercial or marketing plans, citizen/users/persons/customers database, Bids developed by or originating from Department or any of the prospective clients of Department except as necessary, under prior written intimation from Department, in connection with the Project, and ensure that any such copy is immediately returned to Department even without express demand from Department to do so;
d. Not disclose or in any way assist or permit the disclosure of any Confidential Information to any other person or entity without the express written consent of the other party; and
e. Return to the other party, or destroy, at Department's discretion, any and all Confidential Information disclosed in a printed form or other permanent record, or in any other tangible form (including without limitation, all copies, notes, extracts, analyses, studies, summaries, records and reproductions thereof) immediately upon the earlier to occur of (i) expiration or termination of either party's engagement in the Project, or
(ii) the request of the other party therefore.
f. Not to discuss with any member of public, media, press, any or any other person about the nature of arrangement entered between Department and Company or the nature of services to be provided by the Company to the Department.

3. **Onus.** Company shall have the burden of proving that any disclosure or use inconsistent with the terms and conditions hereof falls within any of the foregoing exceptions.
4. **Exceptions.** These restrictions as enumerated in section 1 of this Agreement shall not apply to any Confidential Information:
   a. Which is independently developed by Company or lawfully received from another source free of restriction and without breach of this Agreement; or
   b. After it has become generally available to the public without breach of this Agreement by Company; or
   c. Which at the time of disclosure to Company was known to such party free of restriction and evidenced by documentation in such party's possession; or
   d. Which Department agrees in writing is free of such restrictions.
   e. Which is received from a third party not subject to the obligation of confidentiality with respect to such Information;

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5. **Remedies.** Company acknowledges that
   (a) any actual or threatened disclosure or use of the Confidential Information by Company would be a breach of this agreement and may cause immediate and irreparable harm to Department;
   (b) Company affirms that damages from such disclosure or use by it may be impossible to measure accurately; and
   (c) injury sustained by Department may be impossible to calculate and remedy fully. Therefore, Company acknowledges that in the event of such a breach, Department shall be entitled to specific performance by Company of Company's obligations contained in this Agreement. In addition, Company shall indemnify Department of the actual and liquidated damages which may be demanded by Department. Moreover, Department shall be entitled to recover all costs (including reasonable attorneys' fees) which it or they may incur in connection with defending its interests and enforcement of legal rights arising due to a breach of this agreement by Company.
6. **Need to Know.** Company shall restrict disclosure of such Confidential Information to its employees and/or consultants with a need to know (and advise such employees of the obligations assumed herein), shall use the Confidential Information only for the purposes set forth in the Agreement, and shall not disclose such Confidential Information to any affiliates, subsidiaries, associates and/or third party without prior written approval of the disclosing party.
7. **Intellectual Property Rights Protection.** No license to a party, under any trademark, patent, copyright, design right, mask work protection right, or any other intellectual property right is either granted or implied by the conveying of Confidential Information to such party.
8. **No Conflict.** The parties represent and warrant that the performance of its obligations hereunder does not and shall not conflict with any other agreement or obligation of the respective parties to which they are a party or by which the respective parties are bound.
9. **Authority.** The parties represent and warrant that they have all necessary authority and power to enter into this Agreement and perform their obligations hereunder.
10. **Dispute Resolution.** If any difference or dispute arises between the Department and the Company in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement, any such dispute shall be referred appropriately to RailTel/ stakeholders/ partners/ patrons
    a. The arbitration proceedings shall be conducted in accordance with the (Indian) Arbitration and Conciliation Act, 1996 and amendments thereof.
    b. The place of arbitration shall be Mumbai.
    c. The arbitrator's award shall be substantiated in writing and binding on the parties.
    d. The proceedings of arbitration shall be conducted in English language.
    e. The arbitration proceedings shall be completed within a period of 180 days from the date of reference of the dispute to arbitration.
11. **Governing Law.** This Agreement shall be interpreted in accordance with and governed by

the substantive and procedural laws of India and the parties hereby consent to the exclusive jurisdiction of Courts and/or Forums situated at Mumbai, India only.

12. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement of the parties, and supersedes all previous or contemporaneous agreement or communications, both oral and written, representations and under standings among the parties with respect to the subject matter hereof.
13. **Amendments.** No amendment, modification and/or discharge of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized officers or representatives.
14. **Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
15. **Severability.** It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such provision shall be modified to the extent necessary to render it, as modified, valid and enforceable under applicable laws, and such invalidity or unenforceability shall not affect the other provisions of this Agreement.
16. **Waiver.** If either party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.
17. **Survival.** Both parties agree that all of their obligations undertaken herein with respect to Confidential Information received pursuant to this Agreement shall survive till perpetuity even after any expiration or termination of this Agreement.
18. **Non-solicitation.** During the term of this Agreement and thereafter for a further period of two (2) years Company shall not solicit or attempt to solicit Department's employees and/or consultants, for the purpose of hiring/contract or to proceed to conduct operations/business similar to Department with any employee and/or consultant of the Department who has knowledge of the Confidential Information, without the prior written consent of Department. This section will survive irrespective of the fact whether there exists a commercial relationship between Company and Department.
19. **Term.** Subject to aforesaid section 17, this Agreement shall remain valid up to ____years from the "effective date".

IN WITNESS HEREOF, and intending to be legally bound, the parties have executed this Agreement to make it effective from the date and year first written above.

For Department

Name:

Title:

WITNESSES:

1. _____

_____

2. _____

_____

For Company

Name:

Title:

WITNESSES:

1. _____

_____

2. _____

_____

Annexure 6: Complete EoI Examination & Nil Deviation Certificate--

(To be submitted by Bidder)

To
RailTel Corporation of India Ltd
Western Railway Microwave Complex
Senapati Bapat Marg, Near Railway Sports Ground
Mahalaxmi, Mumbai – 400013

Sub: Complete EoI Examination & Nil Deviation Certificate

Ref: EoI Number: _____Dated: _____

Dear Sir,

We <Bidder Name> having completely examined the referred EoI, its corrigendum and any other documents/its addendums/corrigendum referred in this EoI, conclude that we have understood the Terms & Conditions of the EoI and its subsequent addendums & corrigendum (if any) and any other documents/its addendums/corrigendum referred in this EoI. We declare that we have sought all clarifications for the same from RailTel or its end customer for anything contained in this EoI & any other documents/its addendums/ corrigendum referred in this EoI and have been satisfied with the clarifications to the fullest extent and there are no terms, clauses, conditions, etc which are ambiguous.

We also declare that there is no deviation from adhering to anything that is contained in this EoI and any other documents/its addendums/corrigendum referred in this EoI and that any deviation later raised by us shall lead to forfeiture of the Bid/Contract at complete discretion of RailTel.

Signature of Authorized Signatory (with official seal)
Name :
Designation :
Address :
Telephone and Fax :
E-mail address :

Annexure 7: Back to Back Compliance Certificate

(To be submitted by Bidder)

To
RailTel Corporation of India Ltd
Western Railway Microwave Complex
Senapati Bapat Marg, Near Railway Sports Ground
Mahalaxmi, Mumbai – 400013

Sub: Complete back to back Compliance Certificate

Ref: 1) EoI Number: _____Dated: _____

Dear Sir,

Considering reference 1 & 2 we would like to declare that we have read and understood the EoI, its corrigendum and any other documents/its addendums/corrigendum referred in this EoI thoroughly. We would like to give you our back to back compliance for all the tender terms and conditions, clauses, timelines, deliverables and anything explicitly mentioned in the EoI, its corrigendum and any other documents/its addendums/corrigendum referred in this EoI.

Signature of Authorized Signatory (with official seal)
Name :
Designation :
Address :
Telephone and Fax :
E-mail address :

Annexure 8: Performance Bank Guarantee Format

(For a sum of percentage of the value of the contract as per RailTel's end customer RFP/tender)
(Stamp Duty to be confirmed by RailTel in co-ordination with RailTel's Legal Department)
(Final Draft to be confirmed by RailTel Legal before BG issuance)

To
RailTel Corporation of India Ltd
Western Railway Microwave Complex
Senapati Bapat Marg, Mahalaxmi
Mumbai – 400013

WHEREAS:

_____name and address of Applicant] (hereinafter called "the Applicant") and RailTel (the "Authority") have entered into an agreement (the "Agreement") for '**Tender Work Details'** subject to and in accordance with the provisions of the Agreement.

(A) The Agreement requires the Applicant to furnish a Performance Security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the {Implementation Period/ Defects Liability Period and Maintenance Period} (as defined in the Agreement) in a sum of Rs ***** Cr.

(B) We, ……. Through our branch at(The "Bank") have agreed to furnish this bank guarantee (hereinafter called the "Guarantee") by way of Performance Security. NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Applicant obligations during the {Implementation period /Defects Liability Period and maintenance period} under and in accordance with the Agreement, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Applicant, such sum or sums up to an aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

2. A letter from the Authority, under the hand of an officer not below the rank of General Manager in RailTel that the Applicant has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Applicant is in default in due and faithful performance of its obligations during and under the Agreement and its decision that the Applicant is in default shall be final and binding on the Bank, notwithstanding any difference between the Authority and the Applicant, or any dispute between them pending before any court, tribunal, arbitrators or any other Authority or body, or by the discharge of the Applicant for any reason whatsoever.
3. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Applicant and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Applicant before presenting to the Bank its demand under this Guarantee.
5. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfilment and/or performance of all or any of the obligations of the Applicant contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Applicant, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Applicant or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Agreement or for the fulfilment, compliance and/or performance of all or any of the obligations of the Applicant under the Agreement.
7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the guaranteed amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.

8. The Guarantee shall cease to be in force and effect on ****$ unless a demand or claim under this Guarantee is made in writing before expiry of the Guarantee, the Bank shall be discharged from its liabilities hereunder.
9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.
11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for up to the date specified in paragraph 8 above or unit it is released earlier by the Authority pursuant to the provisions of the Agreement.

Signed and sealed this …….. day of ……. 20…….. at …… SIGNED, SEALED AND DELIVERED For and on behalf of the Bank by:
(Signature) (Name) (Designation) (Code Number) (Address)

NOTES:

a. The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.
b. The address, telephone number and other details of the head office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing branch

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Annexure 9: Agreement Draft Format

(As per Customer **Tender** and any of its addendums/ corrigendum's/ clarifications issued by the Tender floating authority. The agreement will be signed with selected Bidder on Back-to-Back basis and will be binding upon the parties)

`

Annexure 10: Price Bid Format

(Back-to-Back as per end customer RFP/Tender referred including all its amendments/ corrigendum/ clarifications)

SR.NO.	SERVICE DESCRIPTION AS PER SCOPE OF WORK/SERVICES	UOM	UNIT PRICE INR
(1)	Frisking of Candidates through Hand Held Metal Detectors (HHMD)	Per Candidate Per Shift	
(2)	Frisking of Candidates through Door Frame Meal Detectors (DFMD)	Per Candidate Per Shift	
(3)	Scanning and Verification of QR Code of e-Admission Certificate at entry point	Per Candidate Per Shift	
(4)	Biometric Authentication and Attendance Marking Services during examination	Per Candidate Per Shift	
(5)	Live Webcasting and recording of Examination Sub-Centres with Central Control Room Management	Per Camera Per Shift	
(6)	CCTV recording (Non-Live) of Examination Sub-Centres for post Exam Review	Per Camera Per Shift	
(7)	Artificial Intelligence (AI) Based Live Webcasting with recording of Examination Sub-Centres and Integrated Command Control Centre Management	Per Camera Per Shift	
(8)	SIP Enabled Phones at Examination Sub-Centres	Per Phone Per Shift	
(9)	Photograph Quality check and facial comparison for candidate verification	Per Photograph	

ANNEXURE – 11: UNDERTAKING REGARDING CONTRACTOR ALL RISK (CAR) INSURANCE

(To be submitted on the Business Associate/Contractor's Letterhead)

To,
RailTel Corporation of India Ltd
Western Railway Microwave Complex
Senapati Bapat Marg, Mahalaxmi
Mumbai – 400013

Subject: Undertaking for Maintenance of Contractor All Risk (CAR) Insurance Policy.

Ref: EOI No: Dt:

I/We, M/s _____, hereby solemnly undertake and declare the following in respect of the project "Development of an Exclusive End-to-End Online Portal for Goa Labour Welfare Board":

1. Mandatory Insurance Coverage: I/We shall obtain and maintain a valid Contractor All Risk (CAR) Insurance Policy for the entire scope of work. We acknowledge that this requirement is mandatory and binding, irrespective of whether such insurance is explicitly stipulated in the specific Customer Agreement or Tender.
2. Period of Effectiveness: The said insurance policy shall be obtained prior to the commencement of work and shall remain valid and effective until the project is formally and duly handed over to the end customer.
3. Beneficiary Clause: I/We shall ensure that RailTel Corporation of India Ltd. is explicitly mentioned as a Beneficiary in the insurance policy document. A copy of the policy shall be submitted to RailTel's Project Coordinator/Manager before the commencement of work.
4. Compliance for Payment Release: I/We understand that the validity of the CAR Insurance Policy is a prerequisite for the release of any payments. I/We agree to provide proof of valid insurance/renewal to the RailTel Project Coordinator/Manager prior to the processing of each invoice/payment milestone.
5. Additional Insurance Requirements: In the event that the end Customer Agreement/Tender stipulates any additional insurance requirements—including but not limited to coverage during the Warranty Period or Defect Liability Period (DLP)—I/We hereby undertake to ensure full compliance with all such additional stipulations at our own cost.
6. Indemnity: I/We shall keep RailTel indemnified against any claims, losses, or liabilities arising due to our failure to maintain the required insurance coverage or any lapse in the policy during the project lifecycle.

Date: _____ **Place: _____**

(Signature of Authorized Signatory)
Name: _____
Designation: _____
Seal of the Firm/Company:

-

- END OF DOCUMENT -

Government of Maharashtra
Maharashtra Public Service Commission
Trishul Gold Field, Plot no 34, Opp.Sarovar Vihar, Sector 11, CBD Belapur, Navi Mumbai - 400614 022-69385900
Email ID : contact-secretary@mpsc.gov.in Website : https://mpsc.gov.in , https://mpsconline.gov.in
@mpsc_office @official_mpsc

No. MIS-0120/CR-33/2025/IT **Dated: 29th April, 2026**

Tender for Providing Ancillary Security Services during Examinations Conducted by MPSC
Tender Notice No. 04/2026

The Secretary, Maharashtra Public Services Commission invites online Technical and Commercial bids from eligible bidders for Providing Ancillary Security Services during Examinations Conducted by MPSC for 5 years from the date of contract 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	29/04/2026 at 15.00
2	Bid Submission Start Date	29/04/2026 at 15.00
3	Pre Bid Meeting Date	07/05/2026 at 15.00
4	Place for Pre-Bid Meeting	Maharashtra Public Service Commission, Trishul Goldfield Building, Plot No.34, Sector 11, Opposite Sarovar Vihar, Belapur CBD, Navi Mumbai 4000614
5	Bid Submission End Date	21/05/2026 at 15.00
6	Price of Tender Document	Rs. 50,000/- (Rupees Fifty Thousand Only)
7	EMD	Rs. 10,00,000/- (Rupees Ten Lakhs Only) to be paid through Online Payment Modes during Bid Preparation Stage.
8	Place of Opening Tender Offers	Maharashtra Public Service Commission, Trishul Goldfield Building, Plot No.34, Sector 11, Opposite Sarovar Vihar, Belapur CBD, Navi Mumbai 4000614
9	Presentation / demo on technical solution by bidders	To be Informed Later
10	Address for Communication	Maharashtra Public Service Commission, Trishul Goldfield Building, Plot No.34, Sector 11, Opposite Sarovar Vihar, Belapur CBD, Navi Mumbai 4000614
11	Contact Details	Phone: 022-69385968 email- sectionofficer-it@mpsc.gov.in

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

Secretary
Maharashtra Public Service Commission

DISCLAIMER

1. Detailed schedule for the various activities to be performed in e-tendering process by the Bidder for quoting their offer is given in this Tender Document under “Tender Schedule”. Bidder should carefully note down the cut-off dates for carrying out each e-tendering process / activity.
2. Every effort is being made to keep the Website up to date and running smoothly 24 x 7. However, MPSC takes no responsibility, and will not be liable for, the website being temporarily unavailable due to any technical issue at any point of time.
3. The MPSC will not be liable or responsible for any damages or expenses arising from any difficulty, error, imperfection or inaccuracy with this Website. It includes all associated services, or due to such unavailability of the Website or any part thereof or any contents or any associated services.
4. Bidders must follow the schedule of e-tendering process and get their activities of e-tendering processes done **well in advance** so as to avoid any inconvenience due to unforeseen technical problem if any.
5. MPSC will not be responsible for any incomplete activity of e-tendering process of the tenderer due to technical error/ failure of website and it cannot be challenged by way of appeal, arbitration and in the Court of Law.
6. This document is not an agreement and is not an offer or invitation by MPSC to any other Party. The purpose of the document is to provide interested bidders with information to assist in formulation of their Proposal. The document does not purport to contain all the information any bidder may require. The interested bidders should check the accuracy, reliability and completeness of the information in this document and respond suitably for the proposal.
7. The MPSC may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in the document at any point of time before the submission of the proposal by the bidders.

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CHAPTER – I
INSTRUCTIONS TO BIDDERS FOR SUBMISSION OF BIDS

1.1 DEFINITIONS AND INTERPRETATION:

1.1.1 DEFINITIONS

1.1.1.1 "Bidder" means any legal entity participating in the tender process. Upon award of the Contract, the term "Bidder" shall be deemed synonymous with "Service Provider" or "Successful Bidder" or "Contractor"

1.1.1.2 "Vendor or Contractor or Service Provider" shall mean the successful bidder to whom the contract has been awarded and with whom MPSC enters into an agreement for provision of proposed services as per the scope of the work

1.1.1.3 "Contract" means the legally binding agreement entered into between MPSC and the Service Provider, including the Tender Document, Letter of Award (LoA), executed Contract Agreement, Scope of Work, Work Orders, annexures, schedules, amendments, corrigenda, clarifications, and all documents incorporated by reference.

1.1.1.4 "MPSC" / "Commission" / "Tendering Authority "or "Purchaser" means the Maharashtra Public Service Commission, acting through the Secretary or any officer duly authorized by MPSC for the purposes of this Tender and Contract.

1.1.1.5 "Bid" means the complete proposal submitted by a Bidder in response to this Tender/RFP, including the Pre-Qualification Bid, Technical Bid, Financial Bid, including all instructions, eligibility conditions, evaluation criteria, schedules, annexures, corrigenda, and amendments thereto issued from time to time and all supporting documents, annexures, declarations, and forms, as uploaded on the designated Tendering Portal.

1.1.1.6 "Contract Period" means the duration for which the Contract remains valid as specified in the Letter of Award and the Contract Agreement, including any extensions granted in accordance with the terms of the Contract

1.1.1.7 "Work Order" means the examination-specific written order issued by MPSC to the Service Provider during the Contract Period, specifying the nature of Ancillary Security Services to be provided, scope, timelines, locations, and applicable commercial terms for a particular examination.

1.1.1.8 "Contract Price" means the amount payable/receivable to the Service Provider by MPSC for full, proper and complete performance of of its contractual obligations /services in accordance with the Contract and the applicable Work Orders.

1.1.1.9 "The Goods" means all the material/ all services, which the Vendor is required to supply to the Tendering Authority as per the scope of work/scope of services as under the Contract.

1.1.1.10 "Services" means services ancillary to the Scope of Work hereinabove, transportation, payment and any other incidental services and other obligations of the Vendor covered under the Contract.

1.1.1.11 "Examination City "or "Centre" means the city or town notified by MPSC for conduct of an examination, which may contain one or more examination subcentres.

1.1.1.12 "Examination Sub- Centre" or "Sub-Centre" "Venue "means a specific premises designated by MPSC for conduct of an examination, such as a school, college, institution, or any other location, where candidates are physically present for appearing in the examination which may be specific building, block, room, or identifiable unit within an Examination sub-Centre, including classrooms, labs, halls, or rooms, where examination activities are carried out.

1.1.1.13 "Examination" means any recruitment-related assessment conducted by MPSC, including written examinations, computer based examinations, interviews, physical tests, or any other selection-related activity.

1.1.1.14 "Service Level Agreement" or shortly called SLA refers to the minimum performance criteria the service provider promises to meet while delivering and executing the contract entered into with the Commission. It includes service hours, service availability, throughputs and responsiveness, customer support levels, performance standards, timelines, deployment requirements, and penalties applicable to the Services, as specified examination-wise in this Tender, the Contract and the respective Work Orders, service levels to be provided during contingency and any other services that are related to or incidental to the execution of the contract

1.1.1.15 "Data" means all information, records, images, biometric data, logs, reports, audio-video recordings, and examination-related information generated, processed, stored, or transmitted during execution of the Services

1.1.1.16 "Data Processing" includes any kind of collection, capture, verification, authentication, encryption, storage, validation, analysis, transmission, reporting, Data Extraction from database, Data integration, Data security, Data Validation and generation of reports and disposal of examination-related data, in compliance with applicable laws.

1.1.1.17 "Confidential Information" means all information relating to examinations, candidates, staff, systems, deployment plans, processes, data, reports, or documents disclosed by MPSC or generated during execution of the Contract, whether in written, electronic, or oral form, and designated as confidential or reasonably understood to be confidential.

1.1.1.18 "Day" means a working day as observed by MPSC, unless otherwise specified.

1.1.1.19 "OAS" as per this tender document means user friendly Online Application Management System with payment gateway and other Facilitation developed by the MPSC

1.1.1.20 "OTR" means One Time Registration and Dashboard of the candidates

1.1.1.21 "Website or Portal" means current website, advisor portal and Online Application Management System Portal of the MPSC along with new developed portals, if any that are related to or incidental to the execution of the contract

1.1.2 INTERPRETATION

1.1.2.1 References to any statute, law, rule, regulation, or guideline shall mean such statute or law as amended, re-enacted, or replaced from time to time and applicable in India.

1.1.2.2 Words importing the singular shall include the plural and vice versa. Words importing any gender shall include all genders.

1.1.2.3 References to a Clause, Section, Sub-section, Schedule, or Annexure shall mean a reference to the corresponding Clause, Section, Sub-section, Schedule, or Annexure of this Tender Document, unless otherwise specified.

1.1.2.4 Headings and titles are included for convenience only and shall not affect the interpretation of any provision of this Tender or Contract.

1.1.2.5 Wherever provision is made for giving any notice, approval, or consent by either Party, such notice, approval, or consent shall be in writing.

1.1.2.6 In the event of any inconsistency or conflict between the provisions of this Tender Document and the Bid submitted by the Bidder, the provisions of this Tender Document shall prevail.

1.1.2.7 In case of any inconsistency between this tender and the Bid made to MPSC, the terms of this Tender shall prevail.

1.1.2.8 In Case the tender is silent on the items contained in the bid, and or any ambiguity in the tender document or in the Agreement to be signed, the decision of MPSC shall be final and binding on the Bidder/ Bidders

1.2 INSTRUCTIONS FOR ONLINE BID SUBMISSION:

1.2.1 Purchaser invites e-bids in the prescribed format to be submitted on https://mahatenders.gov.in (herein after referred as "Tender Portal" or "e-tendering portal") from qualified, reputed and experienced Bidders for providing desired services as per the Scope and Detailed Specifications of the Requirement given in the detail tender document

1.2.2 Tender document is available on https://mahatenders.gov.in and https://mpsc.gov.in

1.2.3 Any queries relating to the bid document and the terms and conditions contained therein should be addressed to the Bid Inviting Authority for a bid or the relevant contact person indicated in the bid.

1.2.4 Any queries relating to the process of online bid submission or queries relating to Tender Portal in general may be directed to the Tender Portal Helpdesk.

1.3 COST OF TENDER DOCUMENT:

The Bidder needs to submit non-refundable tender fee of **Rs. 50,000/- (Rupees Fifty Thousand Only**) through online mode only during bid preparation.

1.4 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.

1.5 BIDDING DOCUMENTS:

1.5.1 The Bidder is expected to examine all instructions, forms, terms, Conditions and specifications given in the bidding documents.

1.5.2 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.

1.5.3 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.

1.5.4 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.

1.5.5 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.

1.5.6 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.

1.6 PRE-BID MEETING/CLARIFICATION OF BIDS:

1.6.1 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.

1.6.2 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.

1.6.3 All enquiries from the bidders relating to this tender must be submitted to the MPSC as per Schedule. These queries should be emailed to sectionofficer-it@mpsc.gov.in with subject line "Pre-bid queries".

1.6.4 The queries should necessarily be submitted in the given format:-

Query Regarding Tender Notice Number – 04/2026 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

1.6.5 Queries submitted post deadline, or which do not adhere to the above-mentioned format; may not be responded to.

1.6.6 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.

1.6.7 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.

1.6.8 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

1.6.9 Based on queries received, the MPSC may amend the Tender/issue Corrigendum, if required on the website of MPSC viz. https://mahatenders.gov.in and https://mpsc.gov.in

1.7 AMENDMENT OF BIDDING DOCUMENTS

1.7.1 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.

1.7.2 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.

1.8 NON-TRANSFERABLE BID

The tender document is not transferable.

1.9 LANGUAGE OF BID

1.9.1 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**.

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

1.10 BID FORM

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

1.11 BID CURRENCY

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

1.12 PREPARATION OF BIDS:

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

1.12.2 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.

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

1.13 ELIGIBILITY CRITERIA

1.13.1 Only those Bidders who fulfill the following criteria are eligible to COMPETE:-

Sr. No.	Basic Requirements	Eligibility Criteria	Document to be submitted
PQ1	Legal Entity	The bidder must be a company registered under the Companies Act, 1956 or 2013, or partnership firm under the Partnership Act 1932, or Limited Liability Partnership (LLP) under LLP Act 2008, and should be in existence in India for at least the last 7 years(2019-20 to 2025-26) as on date of submission of the bid	(1) Copy of Certificate of Incorporation/ Registration under companies act 1956 /2013 OR Partnership Deed duly registered under partnership act OR LLP firm registration certificate, as applicable (2) Copy of valid GST certificate with GST registration number (3)Copy of valid PAN Card
PQ2	Turnover	The bidder must have minimum average annual turnover of INR 50 Crores in last three financial years (FY 2022-23, FY2023-24, FY2024-25) with minimum net worth of INR 50 Crores as on 31 March 2025.	(1) Copy of the audited Balance Sheet and Profit and Loss Statement of the company (FY 2022-23, FY 2023-24, FY 2024-25) (2) Certificate from the statutory auditor /chartered accountant with valid UDIN No. clearly stating the turnover and net worth.
PQ3	Overall Examination Experience in Ancillary Security Services	The bidder must have successfully executed/completed direct work orders for at least 3 different organization's for providing any one or more Ancillary Security Services (i.e. CCTV, Biometric and Frisking) similarly those defined in this Tender during the last 5 years ended on Bid submission date from any of the Public Service Commission/ Boards / Staff Selection / Universities / CBSE / State Educational Boards / Government Departments / IITs / IIMs / Institute of Banking Personnel Selection / Railway Recruitment Boards / Central Public Sector Undertakings in India and must satisfy all of the following requirements: (1) One examination project having a minimum value of INR 5 Crore exclusively from any one or more Ancillary Security service(s), (2) One work order for a minimum of 3,00,000 candidates in a single shift of an examination for any one or more Ancillary Security service(s) similar to those defined in this Tender	(1)Work order or contract agreement signed by a competent authority clearly mentioning the scope and project value (2) Completion certificates or experience certificates or payment invoice(s) raised to the client
PQ4	Technical Experience	The bidder must have successfully executed/completed providing Frisking Service/ Equipments in Examination based projects for candidate to any of the Public Service/ Staff Selection Commission / Universities / CBSE / State Educational Boards / Government Departments / IITs / IIMs / Institute of Banking Personnel Selection / Railway Recruitment Boards / Central Public Sector Undertakings in India directly over the last three years i.e. the current financial year and the last three financial (2022-23 to 2025-26) years: - (1) Three similar completed Projects for providing Frisking Services/ Equipments in examination for candidate costing not less than the amount equal to INR 1.12 Crores OR (2) Two similar completed Projects for providing Frisking Services/ Equipments in examination for candidates costing not less than the amount equal to INR 1.40 Crores OR (3) One similar completed Project for providing Frisking Services/ Equipments in examination for candidadtes costing not less than the amount equal to INR 2.25 Crores	(1)Work order or contract agreement signed by a competent authority clearly mentioning the scope and project value (2) Completion certificates or experience certificates or payment invoice(s) raised to the client.
PQ5	Technical Experience	The bidder must have successfully executed/completed providing Biometric based Impersonation control into Examination based projects to any of the Public Service/ Staff Selection Commission / Universities / CBSE / State Educational Boards / Government Departments / IITs / IIMs / Institute of Banking Personnel Selection / Railway Recruitment Boards / Central Public Sector Undertakings in India directly over the last three years i.e. the current financial year and the last three financial [2022-23 to 2025-26] years: - (1) Three similar completed Projects for Biometric based Impersonation control into Examination based projects costing not less than the amount equal to INR 1.70 Crores OR (2) Two similar completed Projects for Biometric based Impersonation control into Examination based projects	(1) Completion certificates or experience certificates or payment invoice(s) raised to the client.

Sr. No.	Basic Requirements	Eligibility Criteria	Document to be submitted
		costing not less than the amount equal to INR 2.10 Crores OR (3) One similar completed Project for biometric based Impersonation control into Examination based projects costing not less than the amount equal to INR 3.35 Crores	
PQ6	Technical Experience	The bidder must have successfully executed/completed providing CCTV Surveillance of candidates into Examination based projects to any of the Public Service/ Staff Selection Commission / Universities / CBSE / State Educational Boards / Government Departments / IITs / IIMs / Institute of Banking Personnel Selection / Railway Recruitment Boards / Central Public Sector Undertakings in India directly over the last three years i.e. the current financial year and the last three financial [2022-23 to 2025-26] years: - (1) Three similar completed Projects for CCTV Surveillance of candidates into Examination based projects costing not less than the amount equal to INR 5 Crores OR (2) Two similar completed Projects for CCTV Surveillance of candidates into Examination based projects costing not less than the amount equal to INR 6.15 Crores OR (3) One similar completed Project for Live CCTV Surveillance of candidates into Examination based projects costing not less than the amount equal to INR 10 Crores	(1)Work order or contract agreement signed by a competent authority clearly mentioning the scope and project value (2) Completion certificates or experience certificates or payment invoice(s) raised to the client.
PQ7	Certification	The bidder must possess any two (2) of the following valid certifications, which shall have been issued as on day of bidding : (1) ISO 9001 (2) ISO 27001 (3) CMMi Level 3 or above	Copy of valid certificates as on date of submission of bid and duly Signed and stamped by Authorized Signatory of bidder
PQ8	Non-Blacklisting	The bidder should not be debarred / blacklisted by any Public Service/ Staff Selection Commission / Universities / CBSE / State Educational Boards / Government Departments / IITs / IIMs / Institute of Banking Personnel Selection / Railway Recruitment Boards / Central Public Sector Undertakings in India for failure to perform or deliver services as on date of submission of the bid	Declaration from all the members on company letter head in the prescribed format provided duly signed by the authorized signatory

1.13.2 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. The bidder shall check a list before uploading documents for the eligibility criteria.

1.13.3 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.

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

1.13.5 MPSC reserves its right to call any further records / documents from the bidders or from the departments where the bidder has executed projects. MPSC has the right to verify the credentials of the bidder either by confidential enquiry or by calling documents from any departments

1.14 SUBMISSION OF BIDS

1.14.1 Bidders shall submit the bid through Portal on or before the closing date.

1.14.2 Pre-Qualification, Technical bid and financial bid should be submitted separately.

1.14.3 Pre-Qualification

1.14.3.1 The bidder has to 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) Certificate of Annual Turnover (Annexure - 5)
(6) Summary of Work Experience/Project Execution Experience (Annexure - 6)
(7) Credential Summary (Annexure - 7)
(8) Details of Proposed Manpower (Annexure-8)
(9) Copies of Certificate of incorporation
(10) Copy of the PAN /TAN Card
(11) Copy of GST Registration Certificate from concerned Government Department valid as on 1st January, 2026.
(12) Copy of GST Clearance Certificate or GST payment Challan from concerned Government Department on or after 1st January, 2026
(13) Copies of the Income Tax Clearance Certificate or Income Tax Return acknowledgement for last three years as on 31st March, 2025
(14) Proof in support of having successfully executed/completed direct work orders for at least 3 different organizations for providing any one or more Ancillary Security Services (i.e. CCTV, Biometric and Frisking) similarly those defined in this Tender during the last 5 years ended on Bid submission date from any of the Public Service Commission/ Boards / Staff Selection / Universities / CBSE / State Educational Boards / Government Departments / IITs / IIMs / Institute of Banking Personnel Selection / Railway Recruitment Boards / Central Public Sector Undertakings in India satisfying all the requirements as per eligibility criteria Sr.No.PQ3 at para 1.13.1 of this Tender document
(15) Proof in support of having successfully executed/completed providing Frisking Services/ Equipments in examination based projects for candidates to any of the Public Service/ Staff Selection Commission / Universities / CBSE / State Educational Boards / Government Departments / IITs / IIMs / Institute of Banking Personnel Selection / Railway Recruitment Boards / Central Public

Sector Undertakings in India directly over the last three years i.e. the current financial year and the last three financial years satisfying all the requirements as per eligibility criteria Sr.No.PQ4 at para 1.13.1 of this Tender document

(16) Proof in support of having successfully executed/completed providing Biometric based Impersonation control into Examination based projects to any of the Public Service/ Staff Selection Commission / Universities / CBSE / State Educational Boards / Government Departments / IITs / IIMs / Institute of Banking Personnel Selection / Railway Recruitment Boards / Central Public Sector Undertakings in India directly over the last three years i.e. the current financial year and the last three financial years satisfying all the requirements as per eligibility criteria Sr.No.PQ5 at para 1.13.1 of this Tender document

(17) Proof in support of having successfully executed/completed providing CCTV Surveillance of candidates into Examination based projects to any of the Public Service/ Staff Selection Commission / Universities / CBSE / State Educational Boards / Government Departments / IITs / IIMs / Institute of Banking Personnel Selection / Railway Recruitment Boards / Central Public Sector Undertakings in India directly over the last three years i.e. the current financial year and the last three financial years satisfying all the requirements as per eligibility criteria Sr.No.PQ6 at para 1.13.1 of this Tender document

(18) Copy of Latest Property Tax Bill /Latest Electricity / Latest Telephone Bill / GST Registration /Valid Lease agreement/ Shop and Establishment Certificate (Any Two)

(19) Escalation Matrix of Telephone Numbers for Service Support with name, designation and contact details at each level up to the level of CEO.

(20) Copy of valid ISO 9001:2008 certification as on date of bid submission.

(21) Copy of the valid ISO 27001:2013 certification as on date of bid submission

(22) Copy of the valid CMM / CMMI Level 3 certification as on date of bid submission

1.14.3.2 Technical Proposal:-

(1) Understanding of project
(2) Overall approach and methodology
(3) Proposed solution, its components and scalability plan
(4) Implementation methodology, approach and staffing plan
(5) Project organization and management plan
(6) Operation and maintenance plan of overall solution
(7) Training and capacity building approach
(8) Any Other Application/System Related Technical Details
(9) Frequency and mode of backup in readable format
(10) Proposed Quality Plan along with time chart for development and implementation (PERT Chart)
(11) Details regarding proposed infrastructure for desired services.
(12) Details regarding miscellaneous / Add-on technical services

1.14.4 Bidders should note that they should necessarily submit their bids in the PDF format. No other format is acceptable.

1.14.5 Technical and Financial bid shall be typed or written and shall be 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.

1.14.6 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.

1.14.7 Original copies shall be kept ready at the time of opening of the bids.

1.14.8 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.

1.14.9 COMMERCIAL BID

(1) All financial offers must be prepared and submitted online
(2) The bidder will submit its rates in BID format as uploaded on portal as prescribed in **Annexure-9**.
(3) Rates should be quoted inclusive of all charges except GST. GST shall be as actual while billing
(4) Disclosing of quoted rates in any manner in the technical bid will result in summary rejection of the bid. Quoting the rates apart from the prescribed format in the bid shall lead to disqualification of the bidder.
(5) Price quotation accompanied by vague and conditional expressions Such as "Subject to immediate acceptance", "Subject to Confirmation" etc. shall be treated as being at variance and shall be liable for rejection.

1.15 EARNEST MONEY DEPOSIT (EMD)

1.15.1 Bidders are required to submit the Earnest Money Deposit (EMD) to **Rs. 10,00,000/-** [Rupees Ten Lakhs only]

1.15.2 The EMD is to be paid through Online Payment Modes during Bid preparation.

1.15.3 Unsuccessful Bidder's Earnest Money Deposit will be returned as per procedure of e-tendering.

1.15.4 The successful Bidder's Earnest Money Deposit will be returned upon the Bidder executing the Contract Form and furnishing the Performance Security / Security Deposit.

1.15.5 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.

1.15.6 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.

1.16 COMPLETENESS OF BIDS

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

1.17 ERASURES OR ALTERATIONS.

1.17.1 Offers containing erasures or alterations shall not be considered.
1.17.2 There should be no Handwritten Material, Corrections or Alterations in the offer.
1.17.3 Technical details must be completely filled in.
1.17.4 Filling up of the Technical Detail Form using terms such as “OK", "Accepted", "Noted", "As given in brochure/Manual" is not acceptable.
1.17.5 The tendering authority may treat offers not adhering to these guidelines as unacceptable.

1.18 DEADLINE FOR SUBMISSION OF BIDS

1.18.1 For Submission of tender, Bidder must complete the online bid submission stage as per online schedule of the tender.
1.18.2 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.
1.18.3 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.
1.18.4 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.

1.19 WITHDRAWAL OF BIDS

1.19.1 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.
1.19.2 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.
1.19.3 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.

1.20 PERIOD OF VALIDITY OF BIDS

1.20.1. 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.
1.20.2. 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.

1.21 EVALUATION COMMITTEE

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

1.22 OPENING OF TECHNICAL BIDS:

1.22.1 After the closing time and/or at any time and date specified thereafter, the Tendering Authority shall open the bids
1.22.2 The technical bid shall be opened online and listed for further evaluation. The Bidder’s names, bid modifications or withdrawals, the presence or the absence of requisite Earnest Money Deposit and such other details as the Tendering Authority, at his discretion, may consider appropriate, shall be announced at the time of opening.
1.22.3 The financial bids shall not be opened till the completion of evaluation of technical bids.

1.23 CLARIFICATION OF BIDS

1.23.1 During evaluation of bids, the Tendering Authority may, at its discretion, ask the Bidder for a clarification of its bid.
1.23.2 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.

1.24 SCRUTINY OF THE BID

1.24.1. 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.
1.24.2. 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.
1.24.3 If a bid is not substantially responsive, it shall be rejected and shall not subsequently be made responsive by the bidder by correction of the nonconformity.
1.24.4 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.

1.25 ADDITIONAL INFORMATION

The Tendering Authority may ask Bidder(s) for additional information, if required so.

1.26 EVALUATION PROCESS

1.26.1 Bidders who have qualified as per the Pre-Qualification Criteria of this Tender Document shall be evaluated by the Evaluation Committee based on a weighted point system, assessing each bidder’s ability to satisfy the requirements set forth in this Document.
1.26.2 The information furnished by the Bidders in the Technical Bid and presentation of the Bidder shall be the basis for this evaluation.
1.26.3 In case any of the information is not made available, the Committee will assign zero marks to that item
1.26.4 Bids will be evaluated on both technical and financial criteria.
1.26.5 The technical bids shall be evaluated on a score of 100 points.
1.26.6 The Evaluation Committee will evaluate the technical proposals by taking into account factors mentioned below:-

Sr. No.	Criteria	Maximum Score	Score
TQ1	Company Profile	10	Annual average Turnover for last three audited years [2022-23 to 2024-25] :- (1) Average Turnover ≥ INR 50 and < INR 75 Crores: 5 Marks (2) Average Turnover ≥ INR 75 and < INR 100 Crores: 7 Marks (3) Average Turnover >= INR 100 Crores: 10 Marks

TQ2	Certifications: - (1) ISO 9001:2008 and above (2) ISO 27001-2013 and above (3) CMM/CMMI Level 3 or above	10	(1) Any 2 Certifications: 3 Marks (2) All 3 Certifications: 5 Marks (3) Upgraded or additional certifications (e.g. -CMMI5, etc.): 10 Marks
TQ3	Experience in Ancillary Security Services for Examinations	10	Executed examination projects directly to Public Service/ Staff Selection Commission / Universities / CBSE / State Educational Boards / Government Departments / IITs / IIMs / Institute of Banking Personnel Selection / Railway Recruitment Boards / Central Public Sector Undertakings in India for providing any one or more Security Ancillary Services similar to those defined in this Tender, during the last five (5) years [From FY 2021-22 to FY 2025-26] up to the date of bid publication, (1) Project value ≥ INR 5 and < INR 8 Crores: 5 Marks (2) Project value≥ INR 8 and < INR 12 Crores: 7 Marks (3) Project value >= INR 12 Crores : 10 Marks
TQ4	Experience of providing Frisking Services in Examination	15	Executed examination projects directly to Public Service/ Staff Selection Commission / Universities / CBSE / State Educational Boards / Government Departments / IITs / IIMs / Institute of Banking Personnel Selection / Railway Recruitment Boards / Central Public Sector Undertakings in India for providing Frisking Services/ Equipment in examination for candidates during the last five (5) [FY 2021-22 to FY2025-26] years up to the date of bid publication, with Number of Candidates Handled in a Single Examination Shift :- (i) ≥ 3,00,000 and < 4,00,000: 5 Marks (ii) ≥ 4,00,000 and < 5,00,000: 7 Marks (iii) ≥ 5,00,000 and < 7,00,000 : 10 Marks (iii) ≥ 7,00,000 and < 10,00,000 : 12 Marks (iii) Candidates Count ≥ 10,00,000: 15 Marks
TQ5	Experience of providing biometric based Impersonation control services in Examination	15	Executed examination projects directly to Public Service/ Staff Selection Commission / Universities / CBSE / State Educational Boards / Government Departments / IITs / IIMs / Institute of Banking Personnel Selection / Railway Recruitment Boards / Central Public Sector Undertakings in India for providing services of biometric based Impersonation control of candidates, during the last five (5) [FY 2021-22 to FY2025-26]years up to the date of bid publication, with Number of Candidates Handled in a Single Examination Shift :- (i) ≥ 3,00,000 and < 4,00,000: 5 Marks (ii) ≥ 4,00,000 and < 5,00,000: 7 Marks (iii) ≥ 5,00,000 and < 7,00,000 : 10 Marks (iii) ≥ 7,00,000 and < 10,00,000 : 12 Marks (iii) Candidates Count ≥ 10,00,000: 15 Marks
TQ6	Experience of providing CCTV Surveillance Service in Examination	15	Executed examination projects directly to Public Service/ Staff Selection Commission / Universities / CBSE / State Educational Boards / Government Departments / IITs / IIMs / Institute of Banking Personnel Selection / Railway Recruitment Boards / Central Public Sector Undertakings in India for providing services of CCTV Surveillance of candidates, during the last five (5) [FY 2021-22 to FY2025-26] years up to the date of bid publication, with Number of Candidates Handled in a Single Examination Shift :- (i) ≥ 3,00,000 and < 4,00,000: 5 Marks (ii) ≥ 4,00,000 and < 5,00,000: 7 Marks (iii) ≥ 5,00,000 and < 7,00,000 : 10 Marks (iii) ≥ 7,00,000 and < 10,00,000 : 12 Marks (iii) Candidates Count ≥ 10,00,000: 15 Marks
TQ7	Presentation for undertaking of the proposed solution and proposed Infrastructure	25	(1) Understanding of the Project -2 Marks (2) Adequacy of the proposed methodology and work plan – 2 Marks (3) Device deployment and Implantation plan – 2 Marks (4) Biometric authentication and Attendance marking service features – 4 Marks (5) Frisking of Candidates through HHMD features – 4 Marks (6) CCTV Surveillance System features -4 Marks (7) Manpower deployment plan - 2 Marks (8) Business continuity plan – 2 Marks (9) Issues and Risks in the implementation of the Project – 1 Mark. (10) Network provision and backup – 2 Marks

1.26.7 Depending upon the project infrastructure availability, marks will be awarded for proposed infrastructure for desired services.

1.26.8 The Technical score will be denoted by symbol "**S(t)**".

1.26.9 Minimum qualifying marks for acceptance of the Technical Bid would be 70. The Bidder, who scores less than this shall be rejected at this stage and the Commercial Bids of such Bidders shall not be opened.

1.26.10 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

1.27 DATE OF OPENING OF COMMERCIAL BIDS

1.27.1 Commercial Bids of only technically qualified Bidders as mentioned above will be opened.

1.27.2 The date for opening of the commercial bid shall be announced after the scrutiny of the technical bid has been completed

1.27.3 The date will not be later than 60 days from the date of opening of technical bid.

1.28 REVISED COMMERCIAL BIDS

1.28.1 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.

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

1.29 OPENING OF COMMERCIAL BIDS

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 Tendering Authority shall negotiate with the lowest bidder so as to meet its expectation of a cost effective sustainable and economically promising solution.

1.29.3 If the negotiation with lowest Bidder fails, the same shall be rejected and negotiation then shall be done with second lowest Bidder and so on.

1.29.4 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. The procedure as envisaged by General Financial Rule 2017 will be followed in this regard

1.30 EVALUATION OF COMMERCIAL BIDS

1.30.1 The commercial bids of only technically successful bidders, who have scored minimum 70 Marks in the technical evaluation, shall be opened. However, MPSC reserves its right to open commercial bid, in case if only one bidder is qualified.

1.30.2 After opening of Commercial Bid, the bid shall be evaluated. Lowest Commercial Bid [denoted by Symbol "F(m) "] will be allotted Commercial score of 100 marks. The Commercial score will be denoted by Symbol "S(r) ". The Commercial score of other Bidders will be computed by measuring the respective Commercial Bids against the lowest proposal.

1.30.3 These Commercial scores will be computed as: S(r) = 100 x [F (m) / F] where "F"is the Commercial Bid of the Bidder whose Commercial score is being calculated. The Commercial score shall be out of a maximum of 100 marks.

1.30.4 Computing the final score (**S**): -

(1) **There will be 70% weightage to technical and 30% weightage for financial evaluation. S(r) and S(t) shall be rounded upto two decimal places**.

(2) The composite score is a weighted average of the Technical and Commercial scores. The weightages of the Technical vis-à-vis the Commercial score is 0.70 of the Technical score and 0.30 of the Commercial score. The composite score (S) will be derived using following formula:

S = [S (t) x 0.70] + [S(r) x 0.30]

Thus the composite score shall be out of a maximum of 100 marks.

(3) The responsive Bidders will be ranked in descending order according to the composite score as calculated based on the above formula. The highest-ranking Bidder(H-1) as per the composite score will be selected.

(4) However in order to ensure that the MPSC gets best solutions in Technical terms, the MPSC reserves its right to enter into negotiation with Bidder having highest Technical score and place order with this Bidder at a suitable price

1.30.5 If the tie exists, Bidder having more score in Technical Evaluation will be given priority.

1.31 NEGOTIATIONS:-

1.31.1 The successful Bidder will be informed in writing of the date, place and time for negotiations/clarifications, if any.

1.31.2 Representatives conducting negotiations on behalf of the Bidder must have written authority to negotiate and conclude a Contract.

1.31.3 The successful Bidder will confirm in writing its participation in negotiations and ability to adhere to its Technical and Financial Proposals within 7 days of receiving the notice in accordance with relevant Clauses.

1.33.4 Negotiations will include both technical and financial negotiation, depending on the requirement of the Tendering Authority.

1.32 ACCEPTANCE AND REJECTION OF PROPOSAL:

1.32.1 The Tendering Authority is not bound to accept the lowest tender.

1.32.2 Any conditional and/or incomplete bid shall be summarily rejected.

1.33 AWARD CRITERIA:

1.33.1 Contract will be awarded to the highest-ranking Bidder (H-1) as per the composite score as calculated based on the above formula.

1.33.2 The Technical Committee will visit the premises of the Vendor for verification of the infrastructure facilities, Data Centre, etc**.** before award of contract, if necessary

1.34 CONTACTING THE TENDERING AUTHORITY

1.34.1 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.

1.34.2 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.

1.35 CORRUPT, FRAUDULENT PRACTICES / AND MISREPRESENTATION.

1.35.1 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.

1.35.2 For the purposes of this provision, the terms defined for CORRUPT, FRAUDULENT PRACTICES / AND MISREPRESENTATION will be as per Law.

1.35.3 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;

1.35.4 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.

1.36 NOTIFICATION OF AWARD

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

1.36.2 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.

1.37 BINDING CLAUSE

1.37.1 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.

1.37.2 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.

(3) Negotiate with Successful (L1) Bidder whose offer is the lowest evaluated price for further reduction of prices.

(4) Insist on quality

(5) Reallocate the Project to other Bidder/Bidders if the performance of the L1 Bidder is not satisfactory or as per the Standard.

(6) Inspect the Bidders' Premises/Company before or after placement of orders and based on the inspection.

(7) Withhold any amount for the deficiency in Quality/Service aspect of the ordered items.

1.38 CONDITIONAL TENDERS

Hypothetical, ambiguous or Conditional tenders shall be summarily rejected.

1.39 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 AND APPLICABILITY

2.1 APPLICATION OF THESE CONDITIONS:

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

2.2 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.

2.3 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.

2.4 VENDOR'S OBLIGATIONS:

2.4.1 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.

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

2.5 CHANGE ORDERS:

2.5.1 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.

2.5.2 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 adjustment shall be made in the Contract Price or delivery services, or both, and the Contract shall accordingly be amended.

2.5.3 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.

2.5.4 Expert Committee constituted by the Tendering Authority shall validate all such claims. The rate applicable for such adjustment is as fixed by Commercial Bid.

2.5.5 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.

2.6 PROCESS OF CHANGE REQUEST MANAGEMENT

2.6.1 The change Request management procedure will follow the following steps:

(1) Initiation of Change request – Using the change request management tool provided by the service provider will raise the change. The information related to initiator, initiation date and details of change required, and priority of the change will be entered by the MPSC. For change which are critical and need to get implemented on urgent basis, MPSC by a written order, will direct the Service Provider to deploy the change. However, MPSC will have to raise the request later-on.

(2) Analysis and evaluation of the Change Request – Impact of the change in terms of the estimated effort, changed schedule, cost and the items impacted will be analysed and documented by the service provider.

(3) Approval or disapproval of the change request – MPSC will approve or disapprove the change requested including the additional payments for any services, quoted man-month rate shall be used for cost estimation, efforts of all technical resources shall be considered for total man-month estimation to carry out the services resulting from the change request. Efforts of support staff shall not be taken into consideration for this purpose.

(4) Implementation or deployment of the change – The change will be implemented in accordance to the agreed cost, effort, and schedule by the service provider.

(5) Verification of the change - The change will be verified by MPSC on implementation of the change request.

2.6.3 In case there are changes in the priorities and timelines of the services listed in the scope of work, the service provider shall be communicated the same and the service provider shall have to prepare and submit a revised implementation plan to the technical committee in such situations. The plan shall also specify additional requirement of resources and any expected deviations in timelines.

2.6.4 Any change with respect to adding or removing any line items from the scope, adding or removing any services from the scope could be initiated by the MPSC. All the decisions including approval of the changes, escalations in costs, changes in timelines, etc. shall be taken by the MPSC in such cases and its decision shall be final.

2.6.5 While approving any change request, if required, MPSC may ask the service provider to deploy the required resources on-site.

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 Service Provider: -

2.8.1.1 Fulfilling the services assigned under each examination-wise Work Order, in accordance with the scope of the respective service as defined in Chapter 5 (Scope of Work) of this Tender.

2.8.1.2 Timely and satisfactory execution of Ancillary Security Services for each examination event, strictly as per the timelines and instructions issued by MPSC.

2.8.1.3 Deployment of trained, verified, and authorized personnel for the respective examination events.

2.8.1.4 Execution of the Master Service Agreement/Non-Disclosure Agreement/Service Level Agreement, and submission of the Performance Security, along with appropriate stamp duty as per Government of Maharashtra Rules/Regulations prior to commencement of services under the Contract.

2.8.1.5 Payment of additional stamp duty as per Government of Maharashtra Rules/Regulations

2.8.1.6 Resource planning, coordination, and operational management on an examination-wise basis, in accordance with the Scope of Work and the relevant Work Orders.

2.8.1.7 Completion of the services assigned under each Work Order in accordance with the approved scope, quality standards, and examination schedules.

2.8.1.8 Appointment of a representative as a single point of contact who shall coordinate with MPSC during the conduct of each examination event.

2.8.1.9 Provision and deployment of all required hardware, software, devices, accessories, and consumables, as specified in the Scope of Work, for the duration of the examination events, at the Service Provider's cost.

2.8.1.10 Deployment of the necessary manpower required for execution of the assigned services for the duration of the respective examination events, at the Service Provider's cost.

2.8.1.11 Responsibility for all other activities, arrangements, and resources reasonably required for executing the services assigned under the Contract and the respective Work Orders

2.8.2 MPSC: -

2.8.2.1 The Information Technology (IT) Division of the MPSC shall act as the nodal point for coordination and implementation of the Contract and for issuing necessary instructions, approvals, acceptance certificates, bill verification, and payments to the Service Provider, subject to approval of the competent authority.

2.8.2.2 MPSC shall interface with the service provider, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract.

2.8.2.3 MPSC shall provide requisite data related to its functioning, facilitate obtaining of approvals from various governmental agencies, in cases, where the intervention of MPSC is proper and necessary.

2.8.2.4 MPSC shall assist the Service Provider with all necessary information, documents and circulars during design and development phase.

2.8.2.5 MPSC shall communicate the examination schedule, list of examination centers/sub-centers, shifts, and examination dates to the Service Provider at least two (2) weeks in advance.

2.8.2.6 MPSC shall provide centre/sub-centrewise-wise and examination-wise data of registered candidates and staff, including roll numbers, photographs, examination dates and shift details, as required for the services opted by MPSC from among the services defined in this RFP.

2.8.2.7 MPSC shall arrange and facilitate required authorizations such as AUA/ASA/Sub-AUA licensing for Aadhaar-based authentication, wherever applicable.

2.8.2.8 MPSC shall facilitate access to examination centres /sub-centres and coordinate with district administration, sub-center charge, and other authorities to enable smooth deployment and operation of Ancillary Security Services.

2.8.2.9 MPSC shall issue examination-wise instructions, placement directions, and operational guidelines to the Service Provider, including directions related to CCTV placement, frisking arrangements, biometric verification points, and control room operations.

2.8.2.10 All candidate data, examination data, recordings, images, logs, and reports generated under the Contract shall remain the property of MPSC. MPSC shall receive custody of such data upon completion of the respective examination activities.

2.8.2.11 MPSC shall notify the Service Provider regarding schedules for post-examination verification activities, where applicable.

2.8.2.12 MPSC shall define authorized personnel for access to examination data

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:

2.10.1 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.

2.10.1 The Service Provider shall fully comply with the applicable provisions of law including the Aadhaar Act 2016, Aadhaar Authentication for Good Governance (Social Welfare, Innovation, Knowledge) Rules, 2020, Information Technology Act, 2000, Digital Personal Data Protection Act, 2023 or any other rule made under the Act from time to time and that they shall completely indemnify MPSC in case of any breach of data in the execution of this contract at any point of time.

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:

2.13.1 This Tender is not an offer by the MPSC, but an invitation to receive offers from Bidders.

2.13.2 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 service provider

CHAPTER – 3
COMMERCIAL TERMS

3.1 PAYMENT SCHEDULE

3.1.1 No advance payment will be made. Payment shall be on post service basis.

3.1.2 Payments will be made on the basis of finally admitted candidates for each category of services for every examination for the services indicated in the work order as per the price quoted in the financial bid.

3.1.3 Payment towards CCTV surveillance will be made on the basis of number of CCTV cameras installed and working during the examination for the services indicated in the work order as per the price quoted in the financial bid.

3.1.4 The payment shall be made only in the form of legal tender as per the price quoted in the financial bid.

3.1.5 In condition one or more category of service from combined package is not availed by MPSC then rate quoted for particular Categories will be considered for bill amount presented by service provider

3.1.6 Payment shall be made after the completion of the work as per the scope of the work for every examination/recruitment in good and satisfactory condition and after verification of the services/reports/tasks conforming to the quality, specifications and instructions

3.1.7 Payment shall be made against Invoices after necessary verification (Agreement and Penalty Clause) and due diligence by MPSC

3.1.8. Unless specifically provided for in the tender documents or any Special Conditions, no escalation in the Tender rates or prices quoted will be permitted throughout the contract period

3.1.9 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

3.1.10 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

3.1.11 Wherever possible, payment shall be tendered in electronic mode (e-payment), through any of the designated bank. The Service Provider have to comply and update by furnishing full particulars of bank account (e-mandate) to which the payments are to be routed.

3.1.12 MPSC reserves the right to make payment in any alternate mode also.

3.1.13 Normally 3 months' time is required for processing of payments subject to availability of funds in the Department.

3.1.14 TDS Certificate, etc will be issued after the deduction of Government taxes.

3.2 ADDITIONAL COSTS

3.2.1 MPSC shall make payments to the bidder at the times and in the manner set out in the terms of payment schedule subject always to the fulfillment by the Service Provider of the obligations herein.

3.2.2 All payments shall be made after adjustments required for any SLA based penalties.

3.2.3 No invoice for extra work / change order on account of change order will be submitted by the Service Provider unless the said extra work / change order has been authorized / approved by MPSC in writing in accordance with change control schedule of the Tender

3.2.4 The successful bidder shall be entirely responsible for all the taxes (excluding the Goods and Services Tax), stamp duties, license fees and other such levies imposed etc.

3.2.5 Payments for any additional work items beyond the scope of work defined in the Tender, in accordance with Change request Management Clause outlined therein in the relevant section of this Tender, shall be subject to finalization and approval by MPSC. Subsequently, such tasks shall be allocated to the successful bidder at the rates sanctioned by MPSC.

3.2.6 The change request rates submitted by service provider shall be negotiable. The maximum payment admissible will be as per the rates fixed by Government of Maharashtra from time to time for man-month rates for change request management which will be further negotiable with the service provider as and when required

3.3 PRICE OFFER AND TAXES

3.3.1 All payments shall be made in Indian Rupees

3.3.2 Prices quoted must be firm and inclusive of all incidental costs including but not limited to transportation, mobilization, loading, unloading, delivery at proper place, installation, deployment, dismantling, manpower, consumables, insurance, statutory compliances, and logistics, etc. Excluding GST.

3.3.3 GST should be charged as actual while billing the concerned consignment

3.3.4 Alternate/Conditional Price Offer shall not be allowed.

3.3.5 All rates and charges once agreed in the contract shall be fixed for the entire duration of contract.

3.3.6 In case of change in rates of taxes/levies, the same shall not be passed to the tendering authority.

3.3.7 Any modification in offer after the submission of tender will not be considered.

3.3.8 All payments shall be subject to deduction as per legal norms and conditions prevailing at that time such as Income Tax Act, Goods and Services Act.

3.3.9 Additional/extra payment shall not be made in respect of any other work /generation of reports which may be specified by MPSC from time to time for all the day to day activities

3.3.10 The payment shall be made by "Electronic Fund Transfer (EFT) directly

3.3.11 The purchaser reserves the right to counter offer price (S) against price (S) quoted by any bidder.

3.4 SERVICE LEVELS AND PENALTY

3.4.1 Service Levels

3.4.1.1 Service Levels shall be exam-wise and Work Order–specific, applicable only for the duration of the respective examination events.

3.4.1.2 Compliance with timelines, deployment ratios, uptime, data completeness, and functional availability as specified in the Scope of Work and Work Orders shall constitute the Service Levels.

3.4.1.3 The key service level requirements as given in the Scope of the work which needs to be ensured by the Service Provider.

3.4.1.4 These performance requirements shall be strictly imposed and a third party audit/certification agency also be deployed by MPSC for certifying the performance of the Service Provider against the target performance matrix.

3.4.1.5 The SLA monitoring shall be performed/reviewed on a regular basis.

3.4.1.6 During the Contract period, it is envisaged that there could be changes to the SLA, in terms of addition, alteration or deletion of certain parameters, based on mutual consent of both the Parties i.e. MPSC and Service Provider

3.4.1.7 Penalties shall be exam-specific and shall be imposed for non-deployment, partial deployment, malfunction, non-performance, or data shortfall,etc as detailed in the Penalty clause of this Tender.

3.4.1.8 The maximum cumulative penalty imposed for a particular examination and specific service shall be capped at 5% of the total Work Order value for that examination and service

3.4.2 SLA Management Tool(s)

3.4.2.1 Service Provider shall supply, install and configure SLA management and monitoring tool for the Project.

3.4.2.2 The SLA Management Tool will work under direct and exclusive control of MPSC.

3.4.2.3 The SLA Management tool should have following features:-

(1) SLA management tool should be able to monitor the all the service levels defined in the service level agreement.

(2) The proposed solution should provide comprehensive and end-to-end management of all services.

(3) The proposed SLA management tools should automatically document problems and interruptions for services and provide the consolidated violations as per the SLA.

(4) Tool should allow changing the parameters of the measurement and should allow adding new SLAs on need basis.

(5) SLA management tool should enable the MPSC to have a unified view of the entire system SLA at single console

3.4.3 SLA Monitoring

3.4.3.1 The SLA parameters shall be measured on a daily/weekly/monthly/quarterly basis as per the individual SLA parameter requirements, through appropriate SLA Measurement tools provided by the Service Provider for the purpose and audited by a third party for accuracy and reliability.

3.4.3.2 If the performance of the system/services is degraded significantly at any given point in time during the Contract and if the immediate measures are not implemented and issues are not rectified to the satisfaction of MPSC, then MPSC will have the right to take appropriate corrective actions including termination of the Contract.

3.4.3.3 The Service Levels shall be reviewed on an annual basis by MPSC after taking the advice of the Service Provider,

3.4.3.4 The availability for a services will be the average of availability across all components rather than on individual component. However, non-compliance with performance parameters for infrastructure and system/service degradation will be considered for downtime calculation.

3.4.3.5 The SLAs will prevail from the start of the Operations Phase. However, SLAs will be subject to being redefined, to the extent necessitated by field experience at the user units and the developments of technology practices globally. During the contract period, it is envisaged that there could be changes to the SLA, in terms of addition, alteration or deletion of certain parameters, based on mutual consent of both the parties i.e. MPSC and the service provider.

3.4.3.6 All the interfaces in the proposed solution shall be made user friendly

3.4.4 PENALTY

3.4.4.1 Various penalties for non-performance of the contractual obligations will be as listed below:-

Sr. No	Performance/Activities	Penalty
(1)	Non-deployment of necessary logistical support and manpower at any exam venue	Penalty of 5% of total billed amount for such service of that exam venue
(2)	Staff not being present at Exam venue for Frisking stage at the time of Examination,	(1) Amount of leftover candidates would not be paid (2) 100% amount would be penalized as of leftover (number of candidates* Per Candidate Per Shift rate)
(3)	Scanning of QR code of any candidate's admission certificate being leftover, intentionally or unintentionally, during the scanning of the QR code at the time of Examination,	(1) Amount of leftover candidates would not be paid (2) 100% amount would be penalized as of leftover from QR code Scanning (number of candidates * Per Candidate Per Shift rate)
(4)	Any candidate is left unattended from scanning of QR code on Admission certificate being leftover	(1) Amount of leftover candidates would not be paid (2) 100% amount would be penalized as of leftover from QR code Scanning (number
(5)	Entry / Crowd management service not being delivered at required examination sub-centres/venue	Penalty of 5% of total billed amount for such service of that exam venue
(6)	Candidate being leftover, intentionally or unintentionally, during frisking stage at the time of Examination	Penalty @ Rs. 500/- per candidate per session for each error.
(7)	Not able to install/implement cameras/machines at any of the sub-centre	Penalty equivalent to 5 (five) times of total amount admissible per session in respect of that sub-centre/venue
(8)	Not able to install/implement the Aadhaar 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
(9)	Candidate being leftover, intentionally or unintentionally, during Biometric authentication/digital fingerprint capturing and facial recognition stage at the time of Examination	(1) No Amount will be paid for such number of candidates (2) 10 percent of the total amount payable per shift for that component of work for the venue (3) In case of any impersonation detected at a later stage at any exam venue, the payment for that venue shall not be paid by the Commission. (4) In case payment is made by that time, the service provider will have to deposit the said amount with the Commission. (4) In addition, a penalty of 10 percent of the estimated payment for the venue
(10)	CCTV Camera(s) is not deployed at all in accordance with the Work Order at any examination sub-centre/venue (fully or partial)	(1) Amount of leftover exam sub-centre would not be paid (2) 100% amount would be penalized as of estimated no. of CCTV cameras for that specific Exam Sub-centre (number of estimated CCTV cameras (24 Candidate) * Per Candidate Per Shift rate)
(11)	Deployment of CCTV Cameras at any venue is less than the ratio stipulated in the Scope of Work (i.e. 1 CCTV camera per 24 candidates)	(1) Amount for not installed/failed Cameras would not be paid (1 camera = 24 Candidates) (2) Penalty equal to 10 times the amount for each less camera for that venue (i.e. 10 x No. of less cameras x Rate per camera per shift rate x No.of shifts).
(12)	Failure of Camera to provide Live CCTV Feed during Live CCTV Surveillance stage	(1) Amount for failed Cameras would not be paid (1 camera = 24 Candidates)

		(2) 100% amount would be penalized as of failed cameras (number of failed CCTV cameras (24 Candidate) * Per Candidate Per Shift rate)
(13)	CCTV Recording of any of the candidate is missed/not captured/ not readable/not uploaded,	@ Rs. 500/- (Rupees five hundred only) per candidate for each error
(14)	Any candidate is left over by the CCTV camera installed in the exam room in any shift of the exam	(1) No payment will be made for CCTV cameras installed in the room for that shift (2) 10 percent of the total amount payable for CCTV for the venue would be levied as penalty for that shift
(15)	Data of any of the candidate is missed/not captured/not readable/not uploaded	Rs. 500/- (Rupees five hundred only) per Candidate per shift for each error.
(16)	SIP enabled Phone not being supplied and/or not working as per work order	(1) Amount of leftover Exam centre would not be paid (2) 100% amount would be penalized as of SIP enabled Phone for that specific Exam sub-centre (Number of Candidate in that Exam Centre x Per Candidate Per Shift rate).
(17)	Photograph quality check of any applicant is leftover at the time of submission of result/report	(1) Amount of leftover Photograph for quality check would not be paid (2) 100% amount would be penalized as of leftover Photograph for quality check (number of Photograph* per Photograph rate)
(18)	Photograph Comparison of any applicant is leftover at the time of submission of result/report	(1) Amount of leftover Photograph Comparison would not be paid (2) 100% amount would be penalized as of leftover Photograph Comparison (number of Photograph*per Photograph rate)
(19)	Any candidate's Photograph is left unchecked during quality check at the time of submission of result/report	(1) Amount of unchecked Photograph for quality check would not be paid (2) 100% amount would be penalized as of unchecked Photograph for quality check (number of Photograph* per Photograph rate)
(20)	Any candidate's Photograph is left unverified during comparison at the time of submission of result/report,	(1) Amount of unverified Photograph for comparison would not be paid (2) 100% amount would be penalized as of unverified Photograph for comparison (number of Photograph* per Photograph rate)
(21)	Any of the service/services provided are found defective or otherwise	Penalty 0.5% of the total value of the respective payment due
(22)	For any other irregularities, mistakes, breach of trust/leakages etc.	(1)Penalty at the discretion of the MPSC (2) Forfeiture of security amount and/or legal action as per Law

3.4.4.2 INTERPRETATION AND GENERAL INSTRUCTIONS

(1) In case the Service Provider is not able to adhere to the Scope of Work as specified in the relevant clauses of this Tender document, penalty/penalties as mentioned above shall be imposed from the total payment due for that RT/Exam.

(2) The primary intent of Penalties is to ensure that the system performs in accordance with the defined service levels and penalties are not meant to be punitive or, conversely, a vehicle for additional fees.

(3) If the Service provider 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

(4) All the penalties mentioned in the above sections are exclusive to each other.

(5) Where any claim for the payment of a sum of money arises, out of or under this contract against the Vendor, the tendering authority shall be deposited in the form of DD in the name of Secretary MPSC, payable at Navi Mumbai or electronically transferred to account of the MPSC within 15 from the date of intimation in this behalf.

(6) In case Vendor fails to deposit the amount of penalty within 15 days, it will be recovered from BG.

(7) In the event of the performance security being insufficient, the balance of the total sum recoverable, as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the Vendor

(8) If this sum not be sufficient to recover the full amount recoverable, the Vendor shall pay to this office remaining balance due.

(9) For failure to deposit the amount legal action will be taken against the Vendor.

(10) The conduct and behavior of the deployed personnel at the examination venue is the sole responsibility of the service provider. Any indiscipline/foul practice, if surfaces, at the examination venues shall attract either legal or penal or both action may be initiated against the service provider/ deployed personnel as decided by MSPC.

(11) If the competent authority finds the service provider /deployed personnel prima facie guilty of any discipline/foul practice penalty may be imposed, as decided by MPSC and fiscal penalty shall be borne by service provider.

(12) In addition to the penalty terms mentioned above, MPSC reserves the right to take appropriate legal action against the Service Provider for breach of the Scope of Work as per the provisions of the law/ Maharashtra Competitive Examination (Prevention of Unfair Means) Act, 2024 or any rules made under the Act and as amended from time to time.

3.5 SUSPENSION OF WORK

3.5.1 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.

3.5.2 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.

3.5.3 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.

3.5.4 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.

3.6 TERMINATION FOR INSOLVENCY

3.6.1 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.

3.6.2 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**.**

3.7 TERMINATION

3.7.1 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 examination 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.

(5) At the convenience for MPSC

3.7.2 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.

3.7.3 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.

3.7.4 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.

3.7.5 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.

3.7.6 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.

3.8 CONSEQUENCES OF TERMINATION

3.8.1 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.

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

3.8.3 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.

3.8.4 Tendering Authority reserves the right to blacklist a bidder for a suitable period in case he fails to honor his bid without sufficient grounds.

3.8.5 Even after completion of the Contract period if any court cases arise or are prevalent, the service provider shall provide reasonable assistance and the information required by the MPSC (including that about subject matter experts) for presenting it in the court of law and representative of the service provider shall appear in person before Hon'ble Court whenever desired by the court. Notwithstanding anything written herein, the primary responsibility to comply and adhere any notice(s)/complaint(s)/summon(s)/litigation(s) whether civil or criminal or statutory etc., with regard to violation of the Digital Personal Data Protection Act, 2023 and Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011 shall be of MPSC, and the service provider shall only be responsible for giving advisory help to the MPSC in this regard.

3.9 FALL CLAUSE:

It is a condition of the contract that all through the currency thereof, the price at which Vendor will the 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.

3.10 FORCE MAJEURE CLAUSE:

3.10.1 The Service Provider shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

3.10.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Service Provider and not involving the Service Provider's fault or negligence and not foreseeable.

3.10.3 Such events may include, but are not limited to, acts of the Tender Accepting Authority in its sovereign or contractual capacity, war or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

3.10.4 If a force Majeure situation arises, the Service Provider shall promptly notify the Tender Accepting Authority in writing of such conditions and the cause thereof. Unless otherwise directed by the Tender Accepting Authority in writing, the Service Provider shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure

3.11 RESOLUTION OF DISPUTES

3.11.1 The Tendering Authority and the Vendor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them in connection with the contract.

3.11.2 If, after thirty (30) days from the commencement of such informal negotiations, the Tendering Authority and the Vendor have been unable to resolve amicably a contract dispute, all such disputes, differences, claims and demands arising under the contract shall be referred to arbitration of a sole Arbitrator to be appointed by the mutual consent.

3.11.3 All arbitrations shall be as per Arbitration and Conciliation Act, 1996 and will be held in Mumbai.

3.12 GOVERNING LANGUAGE

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

3.13 APPLICABLE LAW

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

3.14 TAXES AND DUTIES

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.

3.15 NOTICES

3.15.1 Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing or by telex, cable or facsimile and confirmed in writing to the party's address.

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

3.15.3 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 12 months reckoned from the date as notified in the Letter of Award (LOA) .The maximum period of contract will be 5 years subject to extension in the interval of 12 months

4.1.2 If required, further extension beyond 5 years will be given through mutual consent based on the satisfactory performance of the service provider according to initial term and conditions

4.1.3 The Tendering Authority reserves right to extend the contract for further period of 12 months beyond 5 years on the same terms and conditions. The Contractor is bound to accept such extension orders, if any

4.1.4 Even in case, the contractor is not interested to extend the contract for 12 months period, he will be essentially required to execute the work at least for next 6 months period on the same rates and terms and conditions of the contract

4.1.5 Duration of the contract shall be subject to appraisal and review by the Tendering Authority. In case the performance is not found be satisfactory or not in conformity with terms and conditions of the Tender document, or if the tendering authority feels necessary that it is not required to extent, the contract shall be terminated even before the scheduled time in the interest of MPSC, issuing a 4-weeks prior notice to the service provider.

4.1.6 The service provider shall not have the right to withdraw from the contract during the agreed contract period.

4.1.7 The Contract shall operate as a framework / rate contract, under which MPSC shall issue examination-wise Work Orders from time to time during the Contract Period specifying the nature and scope of services required, timelines, and other relevant details.

4.1.8 Each Work Order shall clearly mention the specific Ancillary Security Services (one or more) to be provided by the Service Provider for that examination. Work Orders shall be issued based on the actual number of candidates admitted for the respective examination, and payments shall be made as per the terms and conditions of the Contract.

4.1.9 The Service Provider shall ensure flawless and uninterrupted execution of services as per the directions and requirements communicated under each Work Order.

4.1.10 The Contract does not guarantee any minimum volume of Work Orders. Services shall be rendered strictly on an event basis, as and when Work Orders are issued by MPSC.

4.1.11 The Tendering Authority reserves the right in the interest of MPSC, for new bidding process well before the expiration of contract, to select new Service Provider. However if selection process is delayed, the present contractor/Service Provider will have to continue to work beyond expiration of the contract till selection of new Service Provider

4.2 COMMENCEMENT AND EXPIRATION OF CONTRACT:

4.2.1 Effectiveness of Contract:

This Contract shall come into force and effect on the date (the "Effective Date") as specified in the Letter of Award. In case effective date is not stipulated, the contract shall be effective from the date it is signed by both parties.

4.2.2 Expiration of Contract:

(1) The contract will automatically stand terminated as soon as the period of contract is over.
(2) No separate notice will be issued to the contractor for the termination of the contract Withdrawal of personnel.
(3) On expiry of the contract, Service provider shall withdraw all its personnel from 0000 hours midnight of the day immediately succeeding the date on which contract expires

4.3 ENTIRE AGREEMENT:

4.3.1 This Contract contains all covenants, stipulations and provisions agreed by the Parties.

4.3.2 No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for any other statement, representation, promise agreement not set forth herein.

4.4 MODIFICATIONS OR VARIATIONS:

4.4.1 Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties.

4.4.2 Each Party shall give due consideration to any proposal for modification or variation made by the other Party.

4.5 AWARD OF CONTRACT:

4.5.1 Letter of Award:

The tendering authority will notify the successful bidder by post or email that his/her bid has been accepted. The notification of award will constitute the formation of the Contract upon the furnishing by the successful bidder of a performance security/security deposit and other documents in accordance with relevant clause mentioned.

4.5.2 Letter of Acceptance:

Within 7days of receipt of notification of award, the successful bidder shall furnish Letter of Acceptance to MPSC conveying willingness to accept the work/supply order in accordance with the provisions of this tender and the Letter of Award.

4.5.3 Selection of Service Provider:

In case highest-ranking Bidder (H-1) as per the composite score as mentioned in the relevant clauses of this Tender does not submit Letter of Acceptance as above, MPSC may at its discretion issue Letter of Award to the second highest ranking bidder (H-2) as per the composite score on the rates of highest ranking Bidder(H-1). In case, second highest ranking Bidders (H-2) is not agreeable to provide services on these rates then the contract may be awarded to third highest ranking bidder(H-3) on the rates of highest ranking Bidder(H-1).

4.6 SECURITY DEPOSIT / PERFORMANCE GUARANTEE:

4.6.1 The successful Vendor shall furnish Security Deposit as a Performance Guarantee equivalent to 3% of notional contract value **as** decided by MPSC 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. For the purpose of Performance Security only, the notional Contract Value shall mean the estimated annual value of services for the first year of the Contract, as communicated by MPSC in the Letter of Award (LoA). The notional Contract Value shall not be construed as a guaranteed value of work

4.6.2 This bank guarantee should remain valid for a period of three months beyond the contract period.

4.6.3 In case of extension of the Contract Period or a material increase in the annual value of Work Orders, the Performance Security shall be correspondingly enhanced and validity extended, as directed by MPSC.

4.6.4 The extended bank guarantee should also remain valid for a period of three months beyond the period for which extension has been granted

4.6.5 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

4.6.6 Tendering Authority shall have the right to invoke the Performance Security, in full or in part, in the event of:-

(1) Material breach of contractual obligations,
(2) Non-performance or persistent poor performance,
(3) Failure to comply with Service Levels,
(4) Termination of the Contract due to default attributable to the Service Provider.

4.6.7 The Performance Security/ Security Deposit shall be discharged by the Tendering Authority and returned to the Vendor immediately 3 months after the completion of the contract or after defect liability period /extension period.

4.6.8 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.

4.6.9 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.

4.7 CONFIDENTIALITY AND DATA PROTECTION

4.7.1 The Service Provider will come into possession of confidential public records. Service Provider shall maintain the highest level of secrecy, confidentiality and privacy with regard thereto. Service Provider would be required to sign a Non-Disclosure Agreement with MPSC as per format prescribed which will be finalized after award of contract.

4.7.2 Additionally, the Service Provider shall keep confidential all the details and information with regard to the Project, including systems, facilities, operations, management and maintenance of the systems, during implementation or after completion of the project.

4.7.3 MPSC shall retain all rights to prevent, stop and if required take the necessary punitive action against the Service Provider regarding any forbidden disclosure.

4.7.4 The Service Provider shall ensure that all its employees execute individual nondisclosure agreements, which have been duly approved by MPSC with respect to this Project.

4.7.5 The aforesaid provisions shall not apply to the information:

(1) Already in the public domain;
(2) That has been received from a third party who had the right to disclose the aforesaid information;
(3) Disclosed to the public due to a court order.

4.7.6 Proprietary Data

(1) Subject to the provisions of various Clause of this Tender, all documents and other information provided by MPSC or submitted by the Service Provider to MPSC shall remain or become the property of MPSC.
(2) The Service Provider and its empaneled agency, as the case may be, are to treat all information as strictly confidential.
(3) All information collected, analyzed, designed, developed, processed or in whatever manner provided by the Service Provider to MPSC in relation to this project shall be the property of MPSC.
(4) All Knowledge/Data which come to their notice as part of engagement shall not be used by the service provider for any purpose other than stated in this tender and shall be destroyed one year after conduct of examination or declaration of result whichever is later.
(5) The Correspondence both Physical and Electronic shall be in the name of Secretary, MPSC.
(6) Dedicated official e-mail ID mentioned in the tender shall alone be used for all correspondence associated with the engagement.
(7) The Bidder shall not promote their Company in these correspondences and shall not disclose their identity in any manner.
(8) In case of termination of the contract or a new service provider is engaged by MPSC then it would be responsibility of the previous service provider to hand over all data collected by them as directed by MPSC.

4.8 SPECIAL CONDITIONS TO THIS CONTRACT:-

4.8.1 It shall be deemed that the Bidder 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.

4.8.2 All deployed personnel shall be subject to police verification and security clearance as required by MPSC. The Tendering Authority will have the right to ask for police verification from the Vendor at any point of time.

4.8.3 Vendors will have to make their own arrangement for supervision/vigilance on the activities of employees engaged by him for the work inside the office of the Tendering Authority.

4.8.4 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.

4.8.5 The losses to Government properties, if any by contract labourers, will be recovered from the Vendor. The demurrages charges/losses if any due to Vendor will be recovered from the Vendor. The Vendor will have to abide by the all security instructions and requirements as necessary and intimated by tendering authority

4.9 REPORTING PROGRESS

4.9.1 Vendor shall monitor progress of all the activities specified in the contract and submit free of cost monthly progress report about various aspects of the work to the tendering authority.

4.9.2 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.

4.9.3 The Reports /Executive summary is required to be submitted in soft copy as well. Formats for such reporting shall be discussed and finalized mutually.

4.9.4 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.

4.9.5 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.

4.9.6 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.

4.9.7. 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.

4.10 COMMITTEE FOR SUPERVISION

4.10.1 The Tendering Authority will be at liberty to set up Project Management Committee of Officers to supervise all Services in all the areas mentioned above.

4.10.2 The directions of such Committee with regard to all the general services, even if other than those mentioned in this Tender, would be binding on the Vendor for compliance**.**

4.11 HANDING OVER OF WORKS

4.11.1 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.

4.11.2 The Tendering Authority shall determine the date on which the work is considered to have been completed.

4.11.3 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

4.12 SUB - CONTRACT

4.12.1 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.

4.12.2 Consortium will not be allowed under any circumstances.

4.13 EXIT MANAGEMENT

4.13.1 Exit Management Purpose

4.13.1.1 This schedule sets out the provisions, which will apply on expiry and termination of the contract, the Project Implementation, Operation and service level

4.13.1.2 In the case of termination of the Project Implementation and/or Operation and Management, the Parties shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply.

4.13.1.3 The parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule

4.13.1.4 This Exit Management plan shall be furnished in writing to the tendering authority within 30 days from the date of contract. Post termination it shall initiate immediately.

4.13.2 Cooperation and provision of information

4.13.2.1 The bidder will allow the MPSC or its nominated agency access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable the MPSC to assess the existing services being delivered;

4.13.2.2 Promptly on reasonable request by the MPSC, the bidder shall provide access to and copies of all information held or controlled by them which they have prepared or maintained in accordance with this agreement relating to any material aspect of the services

4.13.2.3 The MPSC shall be entitled to copy of all such information. Such information shall include details pertaining to the services rendered and other performance data

4.13.3 Confidential Information and Security Data

4.13.3.1 The bidder will promptly on the commencement of the exit management period supply to the MPSC or its nominated agency the following:

(1) Information relating to the current services rendered and performance data;

(2) Documentation relating to Computerization Project's Intellectual Property Rights;

(3) Documentation relating Original equipment manufacturer (OEM's);

(4) All current and updated data as is reasonably required for purposes of MPSC or its nominated agencies transitioning the services to its Replacement bidder in a readily available format nominated by the MPSC, its nominated agency;

(5) All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable MPSC or its nominated agencies, or its Replacement bidder to carry out due diligence in order to transition the provision of the Services to MPSC or its nominated agencies, or its Replacement bidder (as the case may be).

4.13.3.2 Before the expiry of the exit management period, the bidder shall deliver to the MPSC or its nominated agency all new or up-dated materials from the categories set out in Schedule above and shall not retain any copies thereof, except that the bidder shall be permitted to retain one copy of such materials for archival purposes only.

4.13.3.3 Before the expiry of the exit management period, unless otherwise provided under the contract, the MPSC or its nominated agency shall deliver to the bidder all forms of bidder confidential information, which is in the possession or control of MPSC.

4.13.4 Employees

4.13.4.1 Promptly on reasonable request at any time during the exit management period, the bidder shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to the MPSC or its nominated agency a list of all employees (with job titles) of the bidder dedicated to providing the services at the commencement of the exit management period.

4.13.4.2 Where any national, regional law or regulation relating to the mandatory or automatic transfer of the contracts of employment from the bidder to the MPSC or its nominated agency, or a Replacement bidder ("Transfer Regulation") applies to any or all of the employees of the bidder, then the Parties shall comply with their respective obligations under such Transfer Regulations.

4.13.4.3 To the extent that any Transfer Regulation does not apply to any employee of the bidder, MPSC, or its Replacement bidder may make an offer of employment or contract for services to such employee of the bidder and the bidder shall not enforce or impose any contractual provision that would prevent any such employee from being hired by the MPSC or any Replacement bidder

4.13.4.4 If MPSC is not satisfied with proper process of knowledge transfer the service provider is required to change the staff

4.13.5 Transfer of Certain Agreements

On request by the MPSC or its nominated agency the bidder shall effect such assignments, transfers, licences and sub-licences as the MPSC may require in favour of the MPSC, or its Replacement bidder in relation to any equipment lease, maintenance or service provision agreement between bidder and third party lessors, vendors, and which are related to the services and reasonably necessary for the carrying out of replacement services by the MPSC or its nominated agency or its Replacement bidder.

4.14 LEGAL JURISDICTION

All disputes arising out of or in connection with this Contract shall be subject to the exclusive jurisdiction of courts at Mumbai, Maharashtra.

CHAPTER-5
SCOPE OF WORK AND DETAILED TECHNICAL SPECIFICATIONS OF THE REQUIREMENTS

5.1 BACKGROUND

5.1.1 The Maharashtra Public Service Commission (MPSC) is an apex body established under the provisions of Article 315 of the Constitution of India. The Commission in turn provides a smooth and efficient functioning of the Government of Maharashtra by providing the suitable candidates for the various Government posts and advising them on various service matters like formulation of recruitment rules, advice on promotions, transfers, and disciplinary actions etc.

5.1.2 In addition, to its core constitutional mandate in the State of Maharashtra, under Section 80-B of the Mumbai Municipal Corporation Act, the Commission have been entrusted with the responsibility of advising: -

(1) The Municipal Corporation of Greater Mumbai regarding appointments to posts of Executive Engineer and above under the control of Corporation

(2) The Mumbai Electric Supply and Transport undertaking regarding appointments to posts in Grade A- I and above

5.1.3 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) Preliminary and Main examination+ Interview
(5) Written Test followed by Interview.
(6) Only Written Test.
(7) Written Test followed by Skill Test
(8) Selection through Interview only.

5.1.4 On an average MPSC annually conducts recruitment processes for 3000 to 5000 posts for various Government Departments.

5.1.5 The details of various recruitments conducted in last ten years are as follows: -

Sr. No.	Year	No. of Posts Advertised	Total No. of Applications Received
1	2014-15	6296	467420
2	2015-16	6707	572130
3	2016-17	4333	1277365
4	2017-18	9207	1766470
5	2018-19	5792	2691888
6	2019-20	3366	659065
7	2020-21	500	310691
8	2021-22	3709	1017834
9	2022-23	9423	1393633
10	2023-24	12834	902099

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

5.2 NATURE OF EXAMINATIONS AND OPERATIONAL ENVIRONMENT

5.2.1 MPSC examinations are conducted across multiple districts and cities within the State of Maharashtra, depending upon the number of registered candidates and administrative requirements for a particular examination.

5.2.2 Examinations are typically conducted on public holidays, weekends, or as per notified schedules, at educational institutions such as schools, colleges, and other premises identified and approved by MPSC or District Administration.

5.2.3 The conduct of examinations involves coordination with District Collectorates, local authorities, Centre In-Charges, and examination staff deployed by MPSC.

5.2.4 Each examination constitutes a distinct event, having its own:

(1) Examination date(s) and shift(s)
(2) List of Centres, Venues, and Rooms
(3) Registered and appearing candidate count
(4) Applicable services and deployment requirements

5.2.5 The scope of services under this Contract is strictly event-based and examination-specific, and no continuous or round-the-clock services are envisaged unless explicitly specified in a Work Order.

5.3 GEOGRAPHICAL COVERAGE AND SCALE

5.3.1 For administrative purposes, the Head Office of MPSC is presently located at Trishul Goldfield Building, Plot No. 34, Sector-11, CBD Belapur, Navi Mumbai – 400614.

5.3.2 The offices of the Commission may be relocated within Navi Mumbai in future, and the Service Provider shall extend cooperation for services linked to control rooms or coordination activities as may be required.

5.3.3 Based on historical and indicative data, the following parameters broadly represent the scale of MPSC examinations which may vary as per requirements and examination-wise:-

Sr.No.	Parameter	Value/ Range
(1)	The Number of Districts including Mumbai/Mumbai Suburban	36
(2)	The approx. number of Competitive Examinations in a single year	10
(3)	The maximum number of Sub-centres/Venues in Maharashtra for a single Examination	1475
(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	19,433
(6)	The maximum number of rooms for one District	2090
(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 (for written exam)	1 to 3
(10)	For Physical Test and/or Interview	As per the schedule

5.3.4 Number of candidates, sub-centres, etc given hereinabove is dependent on the number of applied candidates for the concerned examination. The volume may be increased or decreased.

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

5.3.6 Normally 3 examinations in a single year are conducted at all District Headquarters. All other examinations are conducted at Mumbai/Mumbai Sub-Urban, Pune, Aurangabad, Nashik, Amaravati and Nagpur Districts/Cities.

5.4 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 Headed by a Joint/Deputy Secretary

5.5 PURPOSE / OBJECTIVE:-

5.5.1 The Maharashtra Public Service Commission (MPSC) places paramount importance on conducting recruitment examinations in a free, fair, transparent, secure, and impartial manner, in accordance with constitutional mandate and applicable laws.

5.5.2 With a view to strengthening examination integrity and eliminating the risk of impersonation, cheating, use of unfair means, and other malpractices, MPSC proposes to deploy Ancillary Security Services, supported by appropriate technology solutions and trained manpower, at examination sub-centres/venues.

5.5.3 The objective of envisaged Contract is to empanel a competent Service Provider to deliver examination-wise and event-based Ancillary Security Services, as and when required by MPSC, strictly in accordance with the scope, standards, and conditions specified in this Tender and the Work Orders issued for each examination.

5.5.4 The Ancillary Security Services that may be availed by MPSC under this Contract shall include one or more of the following, depending upon examination-specific requirements:-

(1) Frisking through Hand Held Metal Detectors (HHMD) and/or Door Frame Metal Detectors (DFMD)
(2) Scanning and Verification of QR Code of e-Admission Certificate at entry point,
(3) Biometric Authentication and Attendance Marking Services during examination
(4) Monitoring through CCTV surveillance
(5) SIP Enabled Phones at Examination Sub-Centres
(6) Photograph Quality check and facial comparison for candidate verification

5.5.5 The Successful Bidder (hereinafter referred to as the "Service Provider") shall be required to provide the selected services strictly in accordance with the detailed Scope of Work and Technical Specifications set out in the subsequent clauses of this Chapter and the instructions issued by MPSC from time to time.

5.6 GENERAL TERMS GOVERNING SCOPE OF WORK

5.6.1 All services under this Contract shall be examination-wise, event-based, and non-continuous in nature. MPSC shall issue separate Work Orders for each examination or examination stage, clearly defining the services to be availed, examination schedule, venues, candidate volumes, deployment norms, timelines, and other operational requirements. The Service Provider shall execute services strictly in accordance with the respective Work Order.

5.6.2 MPSC may, at its sole discretion, avail any one or more Ancillary Security Services, either independently or in combination, for a particular examination or stage thereof. Non-invocation of any service under a Work Order shall not give rise to any claim or entitlement.

5.6.3 The Service Provider shall, as per the applicable Work Order, deploy the required service-wise manpower in prescribed ratios, along with necessary equipment/devices/hardware/consumables/logistics provisions for execution of the Services.

5.6.4 Primary power supply at examination centres shall be the responsibility of MPSC. However, the Service Provider shall arrange a minimum power backup of fifteen (15) minutes only for CCTV Surveillance Services at each examination sub-centre, unless otherwise specified in the Scope of Work or the relevant Work Order

5.6.5 All services shall be executed within the examination premises and time windows prescribed by MPSC. The Service Provider shall not interfere with or exercise any administrative or supervisory control over examination conduct.

5.6.6 The Service Provider shall ensure shall ensure adequate arrangements such that no candidate is left unattended due to reasons attributable to the Service Provider.

5.6.7 All personnel deployed by the Service Provider shall be trained, verified, authorized, and suitably briefed for the assigned examination duties. The Service Provider shall remain fully responsible for the conduct, discipline, and performance of its personnel.

5.6.8 The Service Provider shall comply with instructions, and examination-specific directions issued by MPSC, district administration, or other competent authorities during the conduct of examinations.

5.6.9 All data generated, captured, processed, or stored during execution of services, including candidate data, images, recordings, logs, reports, and analytics, shall be the exclusive property of MPSC.

5.6.10 The Service Provider shall ensure confidentiality, integrity, and security of all examination-related data and information and shall not disclose, retain, or use such data for any purpose other than execution of the assigned services.

5.6.11 Data retention, access, transfer, and destruction shall be carried out strictly in accordance with timelines and instructions issued by MPSC, and a certificate of data destruction shall be furnished wherever applicable.

5.6.12 The Service Provider shall ensure coordination with Centre In-Charge, district authorities, and MPSC officials for smooth execution of services, while remaining subordinate to the directions of the designated examination authorities.

5.6.13 Any deviation, shortfall, delay, or non-performance in execution of services shall be governed by the applicable Penalty provisions of the Contract.

5.6.14 The Service Provider shall be deemed to have fully understood the examination environment, operational constraints, and security sensitivities, and shall factor the same into deployment planning and execution.

5.6.15 The examination schedule, detailed list of examination sub-centers /venues and number of candidates for each venue will be provided by to the Service Provider 2 to 3 weeks prior to commencement of the examination for making on-site preparation in consultation with the Centre In Charge.

5.6.16 MPSC will provide candidate details (Name, Roll No., Photo etc.) seven (7) days prior to the date of commencement of Exam for use in the Aadhaar based Authentication process and QR Code Scanning of e-Admission certificates.

5.6.17 The Service Provider shall maintain the entire database and Application Server at two different seismic zones within India, making one site as DC (Data Centre -Cloudbased) and other site as DR (Disaster Recovery – Cloud-based).

5.6.18 The Service Provider will also have to provide, the Data Server specifications on Cloud (details of VM, Cloud, server specifications, etc.) as per requirement of the MPSC

5.6.19 The Service Provider shall take special care of PwBD candidates allotted at the venues to ensure that no inconvenience is caused to them in completion of the given process and they may be allowed separate/privileged entry wherever possible.

5.6.20 After the completion of the entire process as per the Scope of Work, the Service Provider has to hold the data on its Secured Cloud Server with 256-bit encryption for a minimum period of one (01) year from the date of the examination or 30 days after the declaration of final result of the examination, whichever is later.

5.6.21 The Service Provider will also have to provide the link of the data to MPSC through a secured channel, when asked for.

5.6.22 Without the written consent of MPSC, the service provider shall not delete the data collected during examination process.

5.6.23 The Service Provider will have to issue a certificate of destruction of data after above period and will be liable for damages and legal action in case of any unauthorized keeping/preservation or use of such data

5.6.24 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 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 network coverage.

5.6.25 SIM based routers shall be used for full coverage of the network connectivity

5.6.26 MPSC installs jammers at every examination venue which are functional 15 minutes before the start of the exam till 30 minutes after completion of all sessions of the exam. Accordingly, Service Provider has to make suitable arrangement for providing internet connectivity, power backup and other necessary arrangements for uninterrupted envisaged services at every Exam Venue

5.6.27 The Service Provider shall be only the technology platform provider for managing the services and shall have no administrative control on the conduct of the recruitment processes in whatsoever manner.

5.6.28 The service provider also has to incorporate emerging technologies such as AI, Block chain, WhatsApp and open-source frameworks for scalability and maintainability as per requirements

5.7 DETAILED SCOPE OF WORK (SOW)/SERVICES:-

5.7.1 Frisking of candidates

5.7.1.1 Frisking/screening of candidates and examination staff, vendors, flying squad, etc. at entry points of each examination sub-centre/venue using Hand Held Metal Detectors (HHMD) and/or Door Frame Metal Detectors (DFMD) from commencement of entry until the completion of the examination.

5.7.1.2 MPSC shall issue examination-wise Work Orders from time to time during the Contract Period specifying the nature and scope of services to be required (HHMD and/or DFMD) which shall clearly mention the specific Ancillary Security Services (one or more) to be provided for that examination

(2) Separate frisking arrangements shall be made for female candidates. Female candidates shall be frisked only by female personnel within dedicated enclosures.

5.7.1.3 Frisking/Screening through Hand Held Metal Detectors (HHMD):-

(1) Mandatory frisking sequence: HHMD scan + Physical pat-down (as per protocol) + pocket/waistband scan.

(2) Candidates should be asked to remove belts, watches, metallic ornaments, and place items in tray for screening.

(3) The frisking arrangement shall include detection measures for electronic and communication devices including micro-earpieces, hidden receivers/ transmitters, smart wearables and any unauthorized accessories

(4) HHMDs shall be of adequate sensitivity and calibrated to detect prohibited metallic/electronic devices. Sensitivity testing shall be conducted at least 60 minutes before entry begins

(5) Provision of Plank of minimum 1x1 feet size at the frisking gate for frisking/checking

(6) Deployment of trained staff/manpower as per following Norms/Criteria:

Sr. No.	Item	Criteria
(1)	Male Frisking Personnel	One per 100 Male Candidates (Minimum 1 per Centre)
(2)	Female Frisking Personnel	One per 100 Female Candidates (Minimum 1 per Centre)

5.7.1.4 Screening through Door Frame Metal Detectors (DFMD)

(1) Minimum Deployment Norms

(i) The Service Provider shall deploy minimum One (1) DFMD per entry gate at each Examination Sub-Centre/Venue.

(ii) Additional DFMD units shall be deployed depending upon the number of candidates, entry gates, and peak entry load so as to ensure smooth flow of candidates without crowding, and as directed by the Centre In-charge/Commission.

(ii) DFMD screening shall be implemented at all designated entry points and shall remain operational throughout the entry period.

(2) Screening Protocol (Layered Security)

(i) 100% walk-through screening of all candidates and authorised personnel shall be carried out through DFMD prior to entry into the examination premises.

(ii) In case the DFMD triggers an alarm, the person shall be subjected to secondary screening through HHMD frisking and physical checking as per approved protocol.

(ii) The Service Provider shall ensure orderly queue management and one-by-one passage through DFMD to prevent bypassing, rushing or group entry.

(3) Technical Specifications (Minimum Requirements)

DFMD provided by the Service Provider shall be of latest make and in good working condition, meeting at least the following minimum specifications:-

(i) Multi-zone DFMD [minimum 18 zones 6 zones vertically (Head/Chest/Waist/Thigh/Knee/Foot etc.) × 3 zones horizontally (Left / Centre / Right)] with audio-visual alarm indication.

(ii) Adjustable sensitivity levels and suitable detection capability for concealed metallic items/electronic devices having metallic components.

(iii) Suitable for continuous duty operations during the entire entry period.

(iv) Portable/robust construction with stable base suitable for indoor deployment.

(v) Safe for public use and compliant with applicable safety standards.

(vi) Provision for power supply with suitable backup arrangement as required at site.

(4) Testing, Calibration and Readiness

(i)) The Service Provider shall ensure DFMD operational readiness and conduct functional testing/sensitivity checks at least 60 (sixty) minutes prior to commencement of candidate entry.

(ii) A DFMD Readiness Log (centre-wise) shall be maintained with details of equipment make/model/serial number, sensitivity setting, time of testing, and signature of the DFMD Operator/Frisking In-charge.

(iii) Any DFMD malfunction shall be immediately rectified/replaced with standby equipment without disrupting entry operations.

(5) Manpower and Supervision

(i) The Service Provider shall deploy trained manpower for DFMD operation, queue management and alarm handling at each entry gate.

(ii) The Service Provider shall nominate a Frisking/Security Supervisor at each Sub-Centre (preferably Ex-Serviceman/Ex-Policeman as prescribed) to monitor DFMD operations and coordinate with Centre In-charge.

(iii) The service provider needs to get approval from the tendering authority before appointing security agencies for frisking services to ensure that the service provider hires approved and reliable agencies.

(6) Incident Handling and Reporting

(i) Detection of prohibited items, suspicious alarms, repeated triggers or suspected unfair means shall be immediately reported to the Centre In-charge/Commission representative.

(ii) An incident record shall be maintained with minimum details including candidate name/roll number, time, gate number, brief description, action taken, and CCTV reference wherever available.

(7) Compliance with Instructions

The Service Provider shall strictly comply with all instructions/directions issued by MPSC and the Centre In-charge, who shall be the competent authority at the Sub-Centre for conduct of screening and entry management. In special cases, additional instructions issued by MPSC shall be binding on the Service Provider.

(8) Non-Compliance

Non-deployment of DFMD, operation with faulty/ineffective DFMD, or failure to maintain screening and records shall be treated as major non-compliance and shall attract penalties/deductions as per the Service Level Agreement (SLA) and other conditions of the tender.

5.7.1.5 General Instructions/Conditions

(1) The number of Male and Female Candidates admitted/scheduled at each examination centres /venues will be informed well in advance to the service provider to ensure the necessary provisions accordingly.

(2) Banner of 4x3 feet size at the Entry gate with details on 'Things not to be carried inside the Exam Sub-Centre'

(3) Proper signage, symbols, posters etc. should be displayed at appropriate places to maintain social distancing

(4) Prohibited items including electronic devices, baggage, Mobile phones, Baggage/any other items or material, etc and metallic objects shall not be allowed inside the examination premises.

(5) The prohibited list shall be displayed in bilingual format (English + Marathi) at entry gates and waiting areas.

(6) The entry of the candidates into the examination sub-centre shall be time-staggered to avoid crowding. The time window for entry for each candidate shall be given to the candidates on admit card.

(7) At every sub-centre, minimum, one frisking enclosure for female, 1 female and 1 male staff with metal detector has to be deployed

(8) The staff should be increased proportionally on the basis of the no. of admitted candidates for the exam Sub-Centre.

(9) The Candidates should be allowed only with items permitted by MPSC like admission certificate, Proof of valid Identity, Pen, and Water in a Transparent Bottle.

(10) Staffing must ensure maximum wait time not exceeding 20 minutes.

(11) Additional staff to be deployed for multiple entry gates, peak entry window.

(12) Explicit teams for Security frisking team, Verification/QR scanning team and Queue management team.

(13) Entry shall be denied in case of mismatch of facial features with photo/admit card and original ID; such cases shall be reported immediately as suspected impersonation.

(14) The service provider has to provide a deposit counter outside exam premises (without liability for valuables)

(15) Frisking Staff In-charge shall maintain: deployment register, incident register, equipment checklist, daily report countersigned by Centre In-charge

(16) Service provider has to check admission certificate for admitted candidates for that designated sub-centre and Original Photo Identity of the Candidates i.e. Original Adhaar Card, PAN Card, Valid Passport, Election Photo Identity Card and Smart Card based Driving Licence along with photocopy of the same and then only has to allow entry to candidates.

(17) No entry without identifications including the candidates, staff or flying/Vigilance Squad or any other personnel.

(18) Guardians and parents shouldn't be allowed to enter the Exam sub-centre premise.

(19) The Metal Detector provided for Frisking should be able to detect any prohibited metallic ornaments/electronic devices at examination sub-Centre on the day of examination except pen and admission certificate

(20) Seizure (or safe custody) of prohibited items if found with candidate signature, incident report, CCTV timestamp reference, intimation to Centre In- Charge/ MPSC representative

(21) The Service Provider will ensure that all the candidates enter at the examination sub-centre /venue have legitimate admission certifcate for that particular examination/recruitment. The Service Provider has to perform physical verification of Candidate with his photo printed on the Admission certificate at the time of security gate entry

(22)The admission certificate is printed with QR-Code for touch free entry. The entry may be done through scanning of QR code at the Entry gates. The scanning may be performed by candidates themselves without any physical contact with any personnel or device

(23) QR scan must be validated against central candidate database / centre-wise roll list.

(24) QR entry should log: date/time, gate number, operator ID, device ID,etc

(25) No-one shall be denied permission to appear for the examination, unless it violates the directives/advisories of Government (Central/State) and MPSC effective on the day of examination and instructions mentioned in Admission Certificate.

(26) The service provider has to adopt best process of marking attendance with all due social distancing measures at the Examination sub-Centre, avoid crowding and rushing for anything. All Personnel on Examination Duty are required to take care of the emergent needs.

(27) Crowding at entry and exit points must be avoided.

(28) The entire process of frisking of candidates shall be completed 30 minutes before the start of the examination.

(29) Exit of candidates should be permitted one by one only

(30) The service provider has to follow all the instructions given by the Centre In charge of the sub-centre as he is sole competent authority for smooth conduct of the examination and representative of the MPSC

(31) In special cases MPSC shall instruct the service provider separately.

(32) All the equipment for frisking service should be latest and of highest quality.

(33) The Service Provider is advised to visit all the Centre and sub-centres well in advance of the examination date to get acquainted with the available facilities at all the centres and sub-centres.

(33) The service provider is required to appoint at least one Ex-Serviceman/Ex-Policeman as frisking staff In-charge at every sub-centre to monitor Frisking and checking activity

(34) The service provide has to maintain following record (but not limited to) of all exam functionaries in the system:-

(1) Record of all exam functionaries for future reference and traceability.

(2) Record of supervisory and support staff trough staff verification processes.

(3) Name and mobile number of other staff such as Housekeeping, Security Guards, etc.

(35) The Service Provider shall be responsible to take all clearances, certificates, licenses and should comply with all statutory obligations required for undertaking/providing envisaged services.

(36) After completion of work, the service provider has to submit self-attested venue-wise work completion certificate duly signed/verified by the authority as directed by the MPSC.

5.7.2 Scanning and Verification of QR Code of e-Admission Certificates at entry point

5.7.2.1 Objective:-

(1) MPSC intends to implement a robust impersonation control mechanism for recruitment examinations through biometric capturing and authentication integrated with QR/Bar code scanning of e-Admission Certificates and attendance marking, with the objective of ensuring candidate identity verification at the examination entry stage and subsequent examination-related activities, in a secure, reliable, and auditable manner.

(2) The impersonation control mechanism shall be implemented using Aadhaar-based biometric authentication, as applicable, through one or more of the following mechanisms:

(i) Digital fingerprint verification using Aadhaar authentication along with facial recognition on a real-time basis, or

(ii) Touchless IRIS authentication using Aadhaar authentication along with facial recognition on a real-time basis.

(iii) Palm-Capturing and Facial recognition of candidate by verifying Candidate's identity on real-time basis

(3) Aadhaar authentication shall be attempted wherever feasible, subject to UIDAI availability and applicable regulations. If Adhaar authentication is unsuccessful, alternate biometric/photo authentication shall be used as per Standard Practice/SOP

5.7.2.2 Scope and Functional requirement: -

(1) Verification of e-Admission Certificates and original photo identity documents of candidates at the examination entry point, in accordance with instructions issued by MPSC.

(2) Deployment of at least one QR code Scanning machine for every 72 candidates and one standby machine for every 144 candidates

(3) Scanning of QR Code or Bar Code printed on the e-Admission Certificate to auto-fetch candidate details from the application database provided by MPSC.

(4) Deployment of STQC-approved handheld biometric devices for Aadhaar-based fingerprint or IRIS authentication, integrated with facial recognition capability, at each examination dub-centre or venue for every 72 candidates and one standby machine for every 144 candidates as specified in the Work Order.

(5) Matching the demographic data with software solution and Aadhaar data.

(6) Real-time attendance marking of candidates through a secured web-based system.

(7) Preparation and storage of data as per requirement.

(8) Identification and reporting of discrepancies arising during biometric or demographic matching.

(9) Submission of attendance and authentication reports in formats prescribed by MPSC.

(10) Secure transfer of examination-wise biometric and attendance data duly authenticated to MPSC within two (2) days of completion of the examination, unless otherwise specified.

5.7.2.3 Scope of Work/Services:-

(1) MPSC provides Sub-centre wise data (Roll numbers, name and/or corresponding UID token/Reference ID) of all registered / admitted candidates to the service provider before 7 days of scheduled recruitment/examination

(2) The Service Provider shall deploy QR code scanner integrated hand-held portable device/ Tablets, along with manpower at each and every Examination Sub- centre at the time of recruitment/examination as per the prescribed norms.

(3) Solution should not be Laptop/PC based. It should be QR code scanner integrated hand-held portable device/ Tablets device loaded with Admission Certificate QR Code Scanning software only.

(4) The QR-Code given on the Admission Certificate containing details of the candidate will have to be scanned to auto-fetch the candidate details.

(5) During the scanning process the candidate's information should be immediately retrieved, the same can be instantly matched and verified with the admission certificate

(6)The implemented solution should have the provision of real-time attendance monitoring system through secured web server.

(7) QR code scanning activity shall not be stopped on any ground and scanning/verification work must be completed during the stipulated time period of the examination/recruitment

(8) The Service Provider shall ensure that QR Code scanning is completed for every candidate who is present for the examination at each examination sub-centre

(9) The service provider has to provide at least One QR code scanner integrated hand-held portable device/ Tablets per manpower as per the norms during the Examination/Recruitment and subsequent stages of the process as and when scheduled by MPSC. Additional Hand-held devices should be made available as per normal practice in case of emergency.

(10)The service provider will have to ensure that the all the devices must be functional and QR code of each and every candidate's who have appeared in the examination/recruitment at each sub-centre is scanned.

5.7.3 Biometric Authentication and Attendance Marking Services

(1) Following QR Code scanning, the Service Provider shall carry out Aadhaar-based biometric authentication using fingerprint or IRIS, along with facial recognition, in accordance with applicable UIDAI regulations.

(2) Aadhaar authentication shall be performed using UIDAI-prescribed mechanisms such as UID Token, Virtual ID, or limited e-KYC, as applicable and as per the authentication procedure laid down by UIDAI from time to time.

(3) Where Aadhaar-based biometric authentication is not feasible for any candidate, alternate biometric registration shall be undertaken by capturing the candidate's digital photograph and fingerprint.

(4) 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.

(5) 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

(6) 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

(7) 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.

(8) For fingerprint based Aadhaar verification, in cases where thumb impression is unavailable or unreadable, fingerprint capture shall be attempted sequentially in the order: Index finger, Middle finger, Ring finger, and Little finger.

(9) Facial recognition shall be performed as a stateless transaction between the photograph submitted during the application process and the image captured on the day of examination.

(10) Physical verification of the candidate's photograph against the application database provided by MPSC shall be carried out at the security gate prior to entry into the examination venue.

(11) Without successful verification and authentication, no candidate shall be permitted to enter the examination venue.

(12) Authentication and data capture activities shall not be halted on any ground and shall be completed within the prescribed examination entry and verification time window.

(13) The Service Provider shall ensure real-time synchronization of all captured data with the central server and shall intimate MPSC prior to the end of each examination shift.

(14) All biometric devices deployed shall support on-device encryption and shall comply with applicable security, certification, and regulatory standards.

(15) The Service Provider shall deploy appropriate de-duplication mechanisms across the database to prevent multiple or duplicate enrolments.

(16) The Service Provider shall not enter examination halls or rooms for the purpose of biometric authentication or QR code scanning, unless expressly permitted by MPSC.

(17) In case of examinations conducted in multiple shifts at the same centre, biometric authentication and attendance marking shall be performed independently for each shift.

(18) Upon completion of the examination, all captured data shall be handed over to MPSC in encrypted storage media, duly sealed and labelled, within two (2) days of the examination unless otherwise specified.

(19) The Service Provider shall not retain, copy, extract, or remove any examination data in hard copy or electronic form beyond the authorized transfer to MPSC.

(20) After, frisking/verification of the identity proof of the candidates from original valid Identity, capturing the QR- Code on the Admission certificate of the candidate, completing real-time attendance registration of the candidate through secured web server and authenticating a demographic entry i.e. touch less iris or facial recognition of the candidates/person and fetching a real-time details of the personnel from the UID server as mentioned/laid down hereinabove, the photocopy of the identity of proof of the present candidate should be tagged with a hologram or marking /stamping shall be done.

(21) The hologram tagged on the photocopy of the identity proof of the candidates should contain serial number. 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.

(22) It should be ensured that without verification of the candidate and tagging of hologram on the photocopy of the identity proof of candidates, not a single candidate should be allowed for the examination.

(23) Authentication procedure should be done as per Aadhaar (Authentication) Regulations 2016 and rules made thereunder as amended from time to time.

(24) 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.

(25) 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.

(26) Compliance of guidelines issued from regulating authority regarding information security for Authentication from time to time should be strictly made.

(27) 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

(28) 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.

(29) The service provider has to authenticate staff/employee appointed for conducting the examinations, as per requirements

(30) For accuracy and consistency, thereby reducing the possibility of errors and fraud, AI-based image processing to capture candidates live photos can be used

5.7.4 General Instructions for Scanning /Verification of QR Code Biometric Authentication:-

(1) 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.

(2) Installation well in advance of devices at each Examination sub-centre has to be done with the required manpower across the designated places where the examination/Selection process is being conducted.

(3) All the devices provided should be in working condition for all purposes 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.

(4) All the devices/instruments provided for proposed work/services should be thoroughly tested before one day of the scheduled exam day.

(5) 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.

(6) 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.

(7) 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 present in the examination at the venue.

(8) The installation on scheduled date of examination of devices should be done in such a way that the devices are required to be functional well before and during the scheduled time of commencement of the examination

(9) 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.

(10) Authentication process should be completed well before the schedule exam time and without causing disturbance to the candidates during the Examination

(11) Provision should be made for real-time attendance monitoring system through secured web server. System should have provision for real time monitoring of the enrolment activity along with GPS coordinates against every enrolment and timestamp to ensure that enrolment is done during the stipulated shift.

(12) The Service Provider shall ensure that all the data captured at each examination venue is synchronized in the main server and the same should be intimated to MPSC 30 minutes before the end of each shift of the examination.

(13) Clear / Unclear Cases shall be identified and determined in accordance with SOP to be finalized in consultation with MPSC

(14) The Service Provider has to ensure that Centre/Venue-wise candidate data is downloaded in hand-held devices deployed at respective centres/venues. The Device data sync and Installation along with Testing should be done two (2) days and 1 days before the scheduled examination respectively

(15) All devices should have data stored in secure and encrypted format.

(16) QR code on the Admission certificate (containing roll number of the candidate) should be scanned to auto-fetch the candidate's details from Application Database (provided by MPSC). In case QR code on Admission certificate is not scannable, then manual entry of candidate's roll number from Admission certificate has to be done. This will be followed by Aadhaar based Authentication

(17) The Service Provider should deploy scanners and recognition devices having functionality of On-Device encryption of data.

(18) Adequate mechanism has to be put in place to ensure that no candidate appearing should be left out.

(19) The place for verification of admission certificates and authentication will be decided on case to case basis after mutual Consultation

(20) After the completion of activity as per scope, the service provider has to hand over the entire captured data in HDD in a sealed manner with super scribing Exam Name along with report and forwarding letter duly signed to the MPSC, within 2 days of the examination unless otherwise specified

5.7.5 Monitoring through CCTV surveillance:-

5.7.5.1 Objective:-

(1) MPSC has decided to implement CCTV surveillance with recording and/or live broadcast system to monitor various activities of the candidates and other persons deployed to conduct the Examinations at the various sub-centres/venues across the Maharashtra under a secure environment.

(2) The Service Provider will have to ensure installation/implementation of the required video surveillance system as per the Scope of Work detailed in this Tender

(3) The CCTV system shall support preventive monitoring, real-time incident response and post-examination audit/investigation

5.7.5.2 The Scope and Functional Requirement:-

(1) CCTV cameras shall be installed at all designated examination sub-centres at least one (1) day prior to the scheduled date of examination and shall remain fully operational from one (1) hour before commencement of the examination until at least thirty (30) minutes after its completion, or for such duration as specified in the applicable Work Order.

(2) The Service Provider shall deploy adequate and trained manpower for installation, commissioning, operation, monitoring, troubleshooting, and dismantling of CCTV infrastructure at examination sub-centres.

(3) All CCTV video feeds shall be transmitted through a secured Virtual Private Network (VPN) and stored on cloud-based infrastructure.

(4) Where live CCTV surveillance is opted by MPSC, the Service Provider shall establish and operate a centralized Control Room at the MPSC Headquarters. The Service Provider shall ensure that all the live camera feeds is available and viewable at the Control Room at all times during the examination period.

(5) A video wall of minimum dimensions 10 x 12 feet, along with the requisite computers, display systems, networking equipment, and trained manpower, shall be provided and operated by the Service Provider at the Control Room.

(6) The Service Provider shall ensure uninterrupted functioning of CCTV surveillance throughout the examination duration, including provision of adequate standby cameras and replacement units to address any equipment failure without delay.

(7) Complete recordings of the entire examination duration, sub-centre-wise and room-wise, shall be submitted to MPSC in the prescribed format within Ten (10) days of successful completion of the examination, unless otherwise specified in the Work Order.

(8) Internet connectivity, bandwidth provisioning, routers, and all related communication arrangements required for CCTV operations at examination sub-centres and control rooms shall be the responsibility of the Service Provider.

(9) Where Artificial Intelligence (AI) based video analytics services are specified in the Work Order, the Service Provider shall deploy such capabilities to generate alerts as provided in the indicative list below which shall be finalized in consultation with MPSC and shall be subject to change from time to time as per MPSC's requirement:-

(i) Generation of Alerts if any movement is detected at Entry/Exit Gates during Examination

(ii) Generation of alerts if the furniture inside the classrooms is not properly arranged.

(iii) Generation of alerts if the cameras are offline or are tempered by Masking or Black Screen

(iv) Generation of alerts if there is any movement in classrooms 1hour before or after the exam.

(v) Generation of alerts if Invigilator is not moving even after the specified time/ Inactivity is detected in Invigilator's movement.

(vi) Generation of alerts if there are more than allowed number of people in Question Paper Room during the defined hours.

(vii) Generation of Alerts in case of detection of Crowd/ Fight/ Conflict inside the Classroom

(viii) Generation of Alerts if a Mobile Phone is detected inside the classroom.

(ix) Generation of alerts for opening of question paper parcels/trunks in the control room before examination

(x) Generation of the alerts for movement of the Invigilator from class room to control room after the examination

(xi) Generation of the alerts after packing of the answer papers in the staff/control room

(10) The alerts generated should be accessible on the dashboards of both the centre-in-charge of the respective sub-centre and the MPSC to ensure real-time monitoring and quick response.

(11) CCTV deployment, placement, configuration, and operational parameters shall be carried out strictly in accordance with the directions and approvals issued by MPSC at the time of Approval of Centre (AOC) and any subsequent examination-specific instructions

5.7.5.3 Detailed Scope of the Work:-

(1) The Service Provider has to install adequate number of CCTV Colour Cameras in every classroom (minimum 1 CCTV camera for 24 candidates), Entry/Exit Gate and Control Room (where pre-examination sensitive material will be kept and opened and post-examination sensitive material will be packed) of every Examination venue.

(2) The centre-wise/venue-wise requirement for the above services or the number of CCTV cameras or the minimum requirement may be increased or decreased depending upon the requirement of MPSC.

(3) The Service Provider shall install 1 CCTV camera for every 24 candidates at each Exam Hall/Room subject to the condition that at least one CCTV camera is installed in every room irrespective of candidates being less than 24.

(4) In case of the Exam Hall/Room having more than 24 candidates, 1 CCTV camera for every 24 candidates shall be installed ensuring that the CCTV camera to candidate ratio is not less than 1:24 and that there are zero blind spots in any Exam Hall/Room.

(5)The CCTV cameras should cover each and every candidate in exam venue without any blind spots such that every candidate is visible.

(6) The Service Provider should provide a solution for multiple streaming of all CCTV feed videos through media streaming server.

(7) Live CCTV Streaming/Recording must be with Centre Name (Centre Code), Sub-Centre (Venue) Name, Sub-Centre No., Room No., Date and Time.

(8) As a mechanism to handle the live CCTV coverage of about 2000 venues at the MPSC Control Room, the Service Provider is required to arrange a Video Management Software Platform and adequate internet connectivity. SIM based routers and/or leased line connectivity shall be used for full coverage of the network connectivity

(9) The service provider has to install at least one LED screen/Laptop/Desktop on every 500 Cameras at Central Control Room in the office of the MPSC on the day of examination along with manpower, internet and other facilities, if option of live telecast is selected.

(10) The Service Provider shall provide a display unit at every examination venue for live CCTV surveillance with facility for viewing multiple camera feeds in a single screen with zoom facility and depute adequate and efficient manpower and necessary logistics as required to assist Centre In Charge to use this facility.

(11) The Service Provider has to ensure requisite security protocols to avoid unauthorized access of the CCTV cameras to ensure data security protection of data storage, transmission, sharing and destruction to avoid data leakage, tampering and destruction for Video Encrypted transmission/download/store by employing appropriate encryption method which shall be disclosed to MPSC.

(12) The platform should actively monitor CCTV camera feeds and Violation Events through Integrated Command Control Centre (ICCC) set up by the Service Provider at MPSC Control Room for live monitoring of all the examination venues.

(13) Dismantling shall be done after confirmation from Centre In-charge that recordings are complete and successfully uploaded, and after completion of post-exam processes

(14) The service provider has to provide MIS report to take the decision for enhancement of the quality and type of the services.

(15) All the camera/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/standby/extra devices/instruments should be made available as per normal practice in case of emergency.

(16) The service provider will have to ensure that the Cameras/Machines are functional and have done recording of all the candidates who have appeared in the examination at that venue. Any omission in this regard will be taken seriously by the Commission.

(17) Adequate mechanism has to be put in place to ensure that no candidate appearing should be left out.

(18)The system shall build on centralized server and single database enabling generation of consolidated MIS, and information / reports for decision making of MPSC officials.

5.7.5.4 Technical features of Cameras/Machines:-

(1) The quality of integrated camera should be of high resolution and should not be less than 2.4 Mega Pixel.

(2) The camera should have battery backup of at least 10 hours of continuous working.

(3) The camera should have facility for scheduled recording to hard disc.

(4) The camera should have date and time selection with automatic adjustment.

(5) Data shall be provided via secure encrypted HDD/SSD or secure download link, in format approved by MPSC, the media of which should be acceptable to the MPSC

(6) Camera lens shall provide sufficient wide-angle coverage to avoid blind spots; varifocal/adjustable lens may be permitted as required.

(7) The camera should have audio and video recording features as per requirement.

(8) Audio recording shall be enabled only if specifically required in Work Order and permitted by applicable guidelines.. All recordings shall be retained securely as per the Tender conditions unless otherwise specified. Recordings shall be digitally hashed (SHA-256 or equivalent) to ensure integrity and shall be accessed/downloaded only by authorised roles with complete audit trail logs"

5.7.6 SIP Enabled Phones at Examination Sub-Centres

(1) Installation of one SIP enabled Phone should be done at least one day in advance from the scheduled date of examination and/or in such a way that SIP enabled Phone is functional for one hour before the scheduled time of commencement of the examination and 0.5 hour after the completion of the examination.

(2) To arrange required connectivity for SIP enabled Phone and to ensure that SIP enabled IP Phone is in working condition during the Examination.

(3) Power arrangement for SIP enabled Phone would come under the scope the service provider.

(4) Service Provider has to ensure that all calls from exam sub-center made through SIP enabled Phone are routed to designated SIP address at Control Room and vice versa.

(5) The service provider has to ensure that SIP enabled phones delivers clear, crisp audio using reliable codes across all examination sub-centres

(6) It shall be ensured that end-to-end encrypted communication to prevent unauthorised access, enables secure call recording and logging for audits, training and compliance which supports unified voice, video and data communication under a single SIP protocol

(7) The SIP phones shall features a scalable system architecture to handle growing communication needs, offers advanced call management including forwarding, blacklisting, conferencing and location mapping along with broadcast messaging

(8) The service provider has to monitor and support for maintenance to ensure seamless connectivity through the examination period

(9) Communication infrastructure shall be to adhere to secure data transmission and national communication standards

(10) There shall be provision for recording of attendance of candidates, examination completion confirmation, device deactivation along with provision for Log reports of call connectivity maintained

(11) The service provider has to ensure that all calls are routed through cloud-based PBX over internet securely.

5.7.7 Photograph Quality check and facial comparison for candidate verification

(1) Implementation of a face match algorithm biometric authentication solution to assess the quality and comparison of the application photographs submitted by the applicants. The solution in turn prevents impersonation by comparing photos to enrolment data, flags applicants with multiple submission under different names or photos, identifies patterns of impersonation or fraud in exam data which demonstrates a commitment to high standards of exam integrity

(2) The service provider should identify candidate who are not adhering to MPSC prescribed photograph standards.

(3) Assessment of uploaded photograph quality (blur, exposure and noise), recent age photo, age detection ,whether gender in photograph matches with the candidate gender, occlusion of any kind, human photograph, single person in the photograph, multiple face detection, face matching with celebrities, standard of the face area and detection of missing face area

(4) Photographs of successful candidates from previous year's same exam will provided which should be compared with the current year candidate photographs to identify similar candidates.

(5) Each previous year successful candidate photograph would be matched with current year candidate application photograph. Subsequently the photographs of the candidates appearing in each shifts will be matched with photographs of candidate appearing in all previous shifts.

(6) The results of the Photograph Quality check and Comparison should be provided within 1 week after sharing of data by MPSC.

(7) The accuracy for all the components of the solution should be more than 90%.

(8) For accuracy and consistency, thereby reducing the possibility of errors and fraud AI-based image processing to capture candidates photos can be used

5.7.6 Dashboard to Employees of MPSC

(1) The key output of most of the proposed solutions shall be displayed through MPSC Dashboard which includes real-time alerts, Popups, analytics b and various day to day functionalities.

(2) The service provider has to create a single source of truth with real-time dashboards, analytics, and MIS reports for all stakeholders

(3) This solution will the information accessible to all the Officials depending on their role.

5.7.7 Statutory compliance:-

The applications i.e. software used for the purpose of authentication, shall conform to the standard APIs and specifications laid down by the Competent Authority from time to time for this purpose.

5.7.8 Security of Systems and Data:

(1) It is expected that the service provider shall incorporate appropriate security features in the application for safety of application itself and data.

(2) The service provider shall design and develop the application in such a way that proper security is implemented at various levels such as Application, Database and also provide security and antivirus protection at Operating System Level.

(3) The service provider should also provide configurable User and Role-based security for Various Menu Options of the application.

(4) MPSC shall prefer to have latest upgraded from time to time Secure Sockets Layer ("SSL") feature since the applications will be accessed using Internet upgrade from time to time

(5) It is also expected that the service provider will provide necessary guidelines to implement the Security and also provide assistance in implementing the same at no extra cost.

(6) The service provider shall, to the extent relevant and possible, be guided by the standard information Systems Security Policies and Guidelines or suitable Industry standards

(7) The software solution shall contain all suitable security features and firewalls using the latest features to protect and secure the databases used by the proposed system, data in transit etc.

(8) The software solution shall be designed and developed in a manner that will enable incorporation of any commercially available PKI security solution, if needed

(9) Appropriate access and authorization controls should be incorporated into software.

5.7.9 Access Rights Management

(1) System shall provide with login screen to specific users of the system. Only authenticated users should be provided access to the application.

(2) As an enhanced security measure, System should provide role based access

(3) User types will be –

(a) Administrator to handle the application having all the Read/ Write access

(b) User to generate reports from the data

(4) Administration

(a) Role Master: This feature is used to add the roles to the internal users for the purpose of system authorization. It is also used to search / modify / delete existing roles.

(b) Permission Master: This feature is used to add the permission types for the roles in Role Master for system authorization purpose. It is also used to search/modify/delete existing permission types.

(c) Role Permission Mapping: This feature is used to add the mapping of what permission is associated with which role. It is also used to search/modify/delete existing permission role map.

5.7.10 Standards of Performance

(1) The Service Provider shall complete the project in accordance with the specification given by MPSC from time to time and in conformity with the international standards on Information Security and Audit and as per various relevant laws such as Information Technology Act 2000 and other related Laws, Rules and Regulations.

(2) The service provider has to follow all policies, instructions, Governments orders of the Government of India/Maharashtra while developing the proposed system/services

(3) It should be ensured that the system complies with relevant defined industry standards (their latest versions as on date) wherever applicable. This will apply to all the aspects of solution including but not limited to its design, development, security, installation, and testing.

(4)The suggested architecture must be scalable and flexible for modular expansion.

(3) Required Standard Operating Procedures (SOP) should be put in place by the Service Provider to continually maintain the said project with required uptime as per SLA

5.7.11 INTERFACES WITH OTHER SYSTEMS

(1) The proposed solution must be able to integrate with existing as well as envisaged e-governance applications, Mobile Applications, other Web Applications etc. as per requirements of MPSC in future

(2) The system should expose APIs to interact with all the third-party systems to enable seamless integration with the third parties. This would enable to be future proof allowing for integrations with solutions that are not currently available with the MPSC

(3) The system shall be able to expose APIs or develop the web services for seamless integration and sharing of records to various organization and government departments for the recruitment purposes.

(4) There shall be provision to generate the report of number of records used by the respective departments which will facilitate the MPSC to prepare the report as per requirements

(5) The system should have ability to integrate with legacy databases.

(6) The system should support for both native and hybrid mobile apps and other front ends connecting through APIs.

(7) The system should have ability to integrate with Digi locker, UDID, Aadhaar, WhatsApp, various API, SMS etc. as per requirements etc

5.7.12 API MANAGEMENT PLATFORM:

(1) The service provider shall propose and build a proper enterprise API management solution and it should not be an integrated/bundled software with any business application; it should be deployed as an independent platform.

(2) API management solution and API gateway should provide open standards-based API management, by providing full API lifecycle management with governance and security and monitoring mechanisms for the available APIs.

(3) The API management solution should include Analytics, API access control and security, Dashboard, API manager and API gateway as part of the bundle.

(4) The corresponding URLs and the agencies managing these URLs along with security audit is to be obtained by MPSC and shall establish liaison with all external agencies in order to provide necessary security certification.

(5) The API development is sole responsibility of service provider and API must be open source and easy to integrate with current, future development services/ portals and free from malware viruses.

5.7.13 INTEGRATION

(1) The system should be designed to ensure that current and new applications can be seamlessly integrated (through an application integration solution) within its architecture with minimal impact and changes

(2) The system should be fully integrated across modules, functional areas and all external applications through Service Oriented Architecture (SOA) and design patterns

(3) Identify the data/ services which is to be exchanged between the MPSC portal and other internal/ external systems

(4) Identify integration touch points for ensuring seamless integration with these internal/ external systems and MPSC portal.

(5) The web portal shall be integrated with collaborative content management system in order to make it dynamic in nature and for version control of the content of the web portal.

5.8 OWNERSHIP OF SOURCE CODE AND LICENSING:

5.8.1 All Software including source code, plans, drawings, CASE tools, specifications, designs, reports and other documents prepared by the service provider in the execution of the contract shall become and remain the exclusive property of the MPSC and before termination or expiration of this contract, the service provider shall deliver all such documents to the MPSC, together with source code of the Application Software so developed under the contract along with the detailed inventory thereof.

5.8.2 The service provider should note that the source code will be owned by MPSC for its exclusive use and IPR shall remain with MPSC. The software will be free to implement and use at any number of location/s and any number of users of MPSC.

5.8.3 The source code should be submitted on any permanent media to MPSC

5.8.4 All softwares shall be handed over as soft copies in both source code and executable form. Duplicate copies of CDs will be prepared, and an index text file listing file names and their descriptions will be copied on each CD. The Table of Contents of the CDs will also be handed over in paper form. Latest versions of software (with source code and executables), design document and user manuals should be made available immediately after its change

5.9 TIME LIMIT FOR COMPLETION OF THE TASKS

5.9.1 The performance of the said tasks should be adhered to as mentioned in the Award of Contract.

5.9.2 The schedules for delivery of various tasks shall be finalized mutually between the tendering authority and the vendor at the time of Award of Contract.

5.9.3 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.

5.9.4 Generally 5 to 6 hours' time will be considered as a single shift/session. The time will be calculated from the start of verification of admission certificates.

5.9.5 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

5.10 GENERAL INSTRUCTIONS:-

5.10.1 Work/ Supply orders for each examination to be conducted shall be placed against the Contract for such quantities/services and for such District centres as may be decided by the MPSC as and when required.

5.10.2 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.

5.10.3 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.

5.10.4 Staff deployed for the services at examination Sub-centre should be in proper specific dress and should wear Identity card.

5.10.5 The Vendor will ensure that the space provided for completion of the work will not be misused in any manner.

5.10.6 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.

5.10.7 During rainy season arrangement for verification, etc should be made carefully as the same is not possible in open space

5.10.8 The Vendor should provide continuous telephone technical support at all times on all days.

5.10.9 The Vendor shall also provide three functional mobile numbers of its personnel for urgent communication.

5.10.10 The Competent Authority of the Service Provider 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.

5.10.11 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.

5.10.12 When a situation arises where a candidate is found to be impersonating someone else or engaging in malpractices during any of the services delivered by the service provider during the respective exam activities as a part of their contract, it is imperative that the service provider's representative notifies the Centre In-charge and MPSC designated officer of this occurrence. Upon receiving this intimation/report, the Centre In-charge / MPSC official will be responsible to initiate the necessary procedures to address the issue appropriately. This includes investigating the incident thoroughly and taking the appropriate steps to ensure the integrity of the examination process including reporting to the law enforcement agencies

5.10.13 any counter terms and conditions are not binding unless tendering authority agrees to the same in writing.

5.11 DEPLOYMENT OF PERSONNEL

5.11.1 The service provider shall employ and provide such qualified and experienced personnel as are required to perform the services under the contract

5.11.2 The personnel deployed should be of an enthusiastic personality with excellent interpersonal skills flare for relations, Modest, fluent in written and spoken English, fluent in local languages.

5.11.3 As Marathi is Official Language of the Government of Maharashtra, the Vendor has to appoint personnel having proficiency with Marathi language.

5.11.4 The personnel deployed will perform their duties in accordance with the instructions given by the officers of the Tendering Authority from time to time.

5.11.5 The service provider will have to arrange the all 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.

5.11.6 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.

5.11.7. At least one Manager in each district of examination, one team Leader/Supervisor for each sub-centre shall be deployed.

5.11.8 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.

5.11.9 Briefing with respect to the proposed work/services should be given to all the personnel appointed for the proposed services.

5.11.10 It should be ensured that all the persons appointed should have got full knowledge of the proposed work/services

5.11.11 The service provider is required to ensure that technical manpower capable of handling the data management work and other related activities along with adequate Hardware/Machinery/Infrastructure is available for desires services

5.11.12 The tendering authority has every right to reject the names of the personnel if the same is not acceptable to them before or after commencement of the project.

5.11.13 After completion of work, the Service Provider has to submit self-attested venue-wise work completion certificate duly signed/verified by the Centre In Charge of the examination venue as per proforma provided by MPSC

5.12 STATIONERY:

5.12.1 The pre-printed and other stationary / papers required for printing of various day to day reports as required under this contract will not be supplied by this office. The service provider has to print the required outputs as per the requirement of the Tendering Authority using his own tools and stationery.

5.12.2 The format of the preprinted stationary and other stationary required for submission of the various reports as required should be as per the format approved by the MPSC.

5.12.3 If there is necessity for printing of any of the reports on official stationery as per the requirement, the same may be provided by this office.

5.13 PROBLEM ESCALATION/REDRESSAL:-

5.13.1 Problem escalation/redressal mechanism should be detailed in technical bid.

5.13.1 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,
Navi Mumbai

SUBJECT: TENDER DOCUMENT FOR PARTICIPATION IN THE TENDER PROCESS FOR PROVIDING ANCILLARY SECURITY SERVICES DURING EXAMINATIONS CONDUCTED BY MPSC

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 of the work as required by Secretary, M.P.S.C. in conformity with the said tender documents.

I/We declare that we are an established 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,
Navi Mumbai

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

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

Thanking you,

The specimen signature of the authorized person is as:-

Authorised Signatory

<Name>

Seal

ANNEXURE-3
SELF-DECLARATION (NOTARIZED AFFIDAVIT)

Ref..... Date: -

To,
The Secretary,
Maharashtra Public Service Commission,
Navi Mumbai

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 Public Service Commission/Boards / Staff Selection / Universities / CBSE / State Educational Boards / Government Departments / IITs / IIMs / Institute of Banking Personnel Selection / Railway Recruitment Boards / Central Public Sector Undertakings in India as on today.
9. I / We hereby declare that there are no pending cases against M/s_____ (Name & Address of Bidder) with Government of Maharashtra or any other court of law as on today.
10. 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 and Criminal) as on today.
11. I/We hereby declare that any legal case and / or process is not pending against the company in any of the Courts/Statutory Authority in India or Abroad in respect of violation of IPR or any other provisions of Government of India's IT Act.

Name of the Bidder: -
Signature: -
Seal of the Organization: -

Note:-
(1) The Notorised Affidavit should be submitted before closing date fixed for Online Technical Bid Closing.
(2) No change of any kind should be made in this format. In-adequate information or change in format could lead to disqualification of the bid.

ANNEXURE-4
DETAILS OF BIDDER

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

1. General Profile of the Company/Firm:-

(1) Name and Address of the 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) PAN Card details	
(7) Date of Incorporation	
(8) Status of the Bidder	Pvt. Ltd./Public Ltd./LLP/Partnership Firm/Proprietorship Firm
(9) 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		

Place:
Date:

Signature:
Name:
Company Seal

Note:

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

ANNEXURE-5:
CERTIFICATE FOR ANNUAL TURNOVER
(On the letterhead of the Chartered Accountant)

Date: dd / mm / yyyy

To
The Secretary
Maharashtra Public Service Commission
Navi Mumbai
Dear Sir,

We have examined the books of accounts and other relevant records of <<Bidder along with registered address>>. On the basis of such examination and according to the information and explanation given to us, and to the best of our knowledge and belief, we hereby certify that the annual turnover for the last three financial years is as per details given below:

Sr. No.	Description	Financial Year		
		2022-23	2023-24	2024-25
(1)	Total Assets			
(2)	Current Assets			
(3)	Total Liabilities			
(4)	Current Liabilities			
(5)	Profits Before Taxes			
(6)	Profits After Taxes			
(7)	Net Worth [= 1 – 3]			
(8)	Average annual financial turnover during last 3 years as on 31st March , 2025			

(2) I hereby declare that the company _____ (name of the bidder) has positive net worth for the preceding 3 years as on 31st March 2025

(3) As per the financial statements, the net worth of the Bidder recorded on 31st March 2025 is INR _____

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-6:

SUMMARY OF WORK EXPERIENCE / PROJECT EXECUTION EXPERIENCE

(To be provided on Bidder's Letter Head)

Date __ __ _____

This is to certify that our company has been awarded with the below named projects as detailed under: -

Sr. No.	Project Name and Client	Start Date	End Date / Current Status	Project Description / Activities undertaken by Bidder as on Date	Project Value (INR)	Value of Work for which payment has been received from the Client	Contact details of the Client and Address

Seal:
Date:

Signature of Authorised Signatory
Name:
Designation:

ANNEXURE-7:

CREDENTIAL SUMMARY

(To be provided on Bidder's Letter Head)

Sr. No.	Project Name	Client Name	Client Type	Project Value (In INR)	Project Components	Documentary evidence provided (Yes or No)	Project Status (Completed / Ongoing / Withheld)
(1)							
(2)							
(3)							
(4)							
(5)							
(6)							
(7)							

Note: -
(1) Client type – Indicate whether the client is Government or PSU or Private.
(2) Project Components – Indicate the major project components like software, tools, services etc
(3) Documentary evidence provided – Indicate the documentary evidence provided with the detailed project credential
(4) Project Status – Completed (date of project completion) or Ongoing (project start date).

Seal: Signature of Authorised Signatory
Date: Name:

ANNEXURE- 8
DETAILS OF PROPOSED MANPOWER

5.1 DETAILS OF MANPOWER RESOURCES PROPOSED

Sr. No.	Name of the Resource	Proposed Role	Highest Qualification	Total Experience (in years)	Total Relevant Experience for the proposed position (in years)
(1)	(2)	(३)	(4)	(५)	(6)

5.2 CV OF THE KEY MANPOWER PROPOSED TO BE SUBMITTED IN THE FOLLOWING FORMAT

1	Name of the Staff				
2	Current Designation in the Organisation				
3	Proposed Role in the Project				
4	Proposed Responsibilities in the Project				
5	Date of Birth	DD/MM/YYYY			
6	Education	Degree / Diploma	College	University	Year of Passing
7	Summary of Key Training and Certifications				
8	Language Proficiency	Language	Reading	Writing	Speaking
9	Employment Record (For the total relevant experience)	From / To			
		Employer:			
		Position Held			
		From / To			
		Employer:			
		Position Held			
		From / To			
		Employer:			
		Position Held			
10	Total No. of Years of Work Experience				
11	Total No. of Years of Experience for the Role proposed				
12	Highlights of relevant assignments handled and significant accomplishments (Use following format for each project)				
	Name of the Project or assignment				
	Year				
	Location				
	Client				
	Main Project Feature				
	Positions held				
	Activities Performed				

Date: ----------
Place: ----------

Name of the Bidder: -
Signature: -
Seal of the Organisation

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

ANNEXURE- 9

PRICE SCHEDULE (PS)

Tender Reference:

SUBJECT: TENDER FOR PROVIDING ANCILLARY SECURITY SERVICES DURING EXAMINATIONS CONDUCTED BY MPSC

SR.NO.	SERVICE DESCRIPTION AS PER SCOPE OF WORK/SERVICES	UOM	UNIT PRICE INR
(1)	Frisking of Candidates through Hand Held Metal Detectors (HHMD)	Per Candidate Per Shift	
(2)	Frisking of Candidates through Door Frame Meal Detectors (DFMD)	Per Candidate Per Shift	
(3)	Scanning and Verification of QR Code of e-Admission Certificate at entry point	Per Candidate Per Shift	
(4)	Biometric Authentication and Attendance Marking Services during examination	Per Candidate Per Shift	
(5)	Live Webcasting and recording of Examination Sub-Centres with Central Control Room Management	Per Camera Per Shift	
(6)	CCTV recording (Non-Live) of Examination Sub-Centres for post Exam Review	Per Camera Per Shift	
(7)	Artificial Intelligence (AI) Based Live Webcasting with recording of Examination Sub-Centres and Integrated Command Control Centre Management	Per Camera Per Shift	
(8)	SIP Enabled Phones at Examination Sub-Centres	Per Phone Per Shift	
(9)	Photograph Quality check and facial comparison for candidate verification	Per Photograph	

Note:

(1) The Bidder needs to provide for all basic costs required for proposed services as per the scope of work/services for the entire duration of the contract as per the format only

(2) Average of the Unit Rate Quoted for all the services shall be taken into account for deciding Lowest Bidder (L-1)

(3) The successful bidder has to match all the lowest offers from other bidders for proposed services

(4) GST should be charged extra at prevalent rates while billing and as actual

(5) MPSC, at its discretion, may choose to avail any or combination of services mentioned in category in various exams.

(6) MPSC is not bound to take all the services mentioned in each or any examination conducted.

(7) Rate quoted by the Service Provider shall be inclusive of all incidental cost including transportation, handling, and installation

ANNEXURE- 10

SERVICE LEVEL AGREEMENT (SLA)

Service Agreement for Empanelment of experienced agency to provide Ancillary Security services during multiple examinations conducted by Maharashtra Public Service Commission (MPSC)

SERVICE AGREEMENT

This Service Agreement ("**Agreement**") is executed on this ___ day of _____, 2025 in _____ and shall take effect from _____, 2025 ("**Effective Date**"), by and between:

_____, having its registered office at _____, (hereinafter referred to as the **"Department" or "Authority" or "____")** to be represented by _____ Authorized Signatory on behalf of the Company, which expression, unless repugnant to the context or otherwise, shall be deemed to mean and include its successors-in-interest and permitted assigns;

AND

[Name of the Service Provider] [CIN - _____] a company registered under the laws of India, , having its registered office at _____ (hereinafter referred to as "**Service Provider**" or "**Company**") to be represented by _____ Authorized Signatory on behalf of the Company, which expression, unless repugnant to the context or otherwise, shall be deemed to mean and include his heirs, executors and administrators.

The expression of the terms "Service Provider' or 'Company and Department" or "Authority" or "_____" shall hereinafter referred individually referred to as "**Party**" and collectively as "**Parties**"

WHEREAS

_____ is in the business of providing collection of services related to as per *tender no.* _____*dated* _____, (referred to as "**Tender**") under which _____ has been declared as successful bidder and will work on certain projects as set forth in individual statements of work (each a "**Project**") to provide the Services, and _____ desires to be retained by _____, to work on such Project(s).

NOW, THEREFORE, in consideration of the mutual promises and agreement set forth below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties agree as follows:

2. GOALS AND OBJECTIVES

2.1 The purpose of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent service support and delivery to the Customer(s) by the Service Provider(s).

2.2 The goal of this Agreement is to obtain mutual agreement for service provision between the Service Provider(s) and Customer(s).

2.3 The objectives of this Agreement are to:

2.3.1 Provide clear reference to service ownership, accountability, roles and/or responsibilities.

2.3.2 Present a clear, concise and measurable description of service provision to the customer.

2.3.3 Match perceptions of expected service provision with actual service support and delivery.

3. PERIODIC REVIEW

3.1 This Agreement is valid from the Effective Date outlined herein and is valid until further notice. This Agreement should be reviewed at a minimum once per fiscal year; however, in lieu of a review during any period specified, the current Agreement will remain in effect.

3.2 The Business Relationship Manager/Project Manager ("Document Owner") is responsible for facilitating regular reviews of this document. Contents of this document may be amended as required, provided mutual agreement is obtained from the primary stakeholders and communicated to all affected parties. The Document Owner will incorporate all subsequent revisions and obtain mutual agreements / approvals as required.

4 DEFINITIONS:

In this agreement, the following terms shall, unless repugnant to the context, have the following meanings:

4.1"**Agreement**" shall mean this Agreement, all annexure, schedules, attachments, exhibits attached hereto and includes any modifications and revision to such documents from time to time.

4.2**"Confidential Information"** means and includes any and all information or content shared by the parties relating to the services covered under this Agreement and business of the parties, which is obtained or received directly or indirectly in writing or orally, by the receiving party, from either party or through any other person, pursuant to its functions under this Agreement; and any or all emails, software, data, tables, analysis, statistics, compilations, studies, financials, projections, documents and records relating the services contemplated under this Agreement and any business of the party provided to the other party or obtained by other party pursuant to or as a result of its functions under this Agreement and includes any material that may be developed or generated from any confidential data, information or matters provided.

4.3 "Scope of Work" shall mean and include the "Services/ Supplies / Deliverables" which has been agreed as per Tender no. _____ Dated_____ between the Parties and as set forth in this Agreement. In the event that there is any conflict between the terms of this Agreement and the terms of Scope of Work, the terms contained in this Agreement shall prevail.

4.4"Charges" and "Fees": shall means the Fees mutually agreed between the Parties and payable by <Name of Department/Authority> to Service Provider for rendition of Services under this Agreement as per the format of price/Financial Bid defined in the Tender and the same shall form part of this Agreement.

4.5 "Invoice": Detailed Invoice shall be raised by Service Provider for rendition of Services from time to time.

4.6 "Services/ Supplies/ Deliverables" shall mean and include all the services to be performed by the Service Provider in accordance with the terms as defined in ___ of the TENDER/ "**Exhibit A**" of this Agreement (as the case maybe).

5 SERVICE / SUPPLIES:

5.1 _____ shall provide the Services/Supplies items as specified in the TENDER/Exhibit A (as the case maybe). (the **"Services / Supplies.)**

5.2 The award of work shall be on a project-to-project basis wherein one project shall be treated as one examination. The work order shall be issued from time to time accordingly.

5.3 Parties may mutually agree in writing to add to the scope of the Services / Supplies/ Deliverables on mutually agreed terms from time to time. Any such changes agreed between the parties in the scope of Services / Supplies/ Deliverables shall take effect from the date as agreed between the parties. Such addendum or amendment shall form part of this Agreement after being executed by both the parties.

6. PAYMENT AND PENALTY TERM:

Service Provider shall be entitled to Charges/Fees as per the Tender terms. However, any change or modification in the Charges/Fees shall be revised mutually in writing and shall form part of the Addendum/Agreement, as the case maybe. Furthermore, both the Parties hereby agrees that the duly submitted and accepted financial bid shall be annexed herein this Agreement.

7 ROLES AND RESPONSIBILITIES OF SERVICE PROVIDER

7.1 <Name of Department/Authority> shall determine the manner and means by which the Services shall be performed subject to terms of the SOW/Work Order as mutually agreed between the Parties.
7.2 Service Provider agrees to work closely with the Department's representatives in the performance of Services and shall be available to Department's representatives, at all reasonable times, provided intimation (emails permitted) is given to the Service Provider.

8 TERM:-

8.1 This Agreement commences on the Effective Date and shall be valid for a period of 3 (Three) years from the Effective Date ("**Term**"). Upon expiry of the Term, both the Parties may mutually extend the period to another 2 (Two) years wherein the terms and conditions shall be as mutually decided between the Parties ("**Renewal Term**"). Subject to other terms and conditions of the Agreement

8.2 Upon expiry or termination of the Agreement, the both Parties agree that:

(a) Payment of all outstanding unpaid invoice amounts to the Service Provider by the <Name of Department/Authority>; and
(b) <Name of Department/Authority> shall cease using the Services with an immediate effect.
(c) All rights and obligations accrued prior to the date of termination/expiry of any Work Order shall survive such expiry or termination.

9 CANCELLATION OR POSTPONEMENT

9.1 In the event of cancellation prior to examination or postponement of the examination due to any circumstance or situation or condition whatsoever, the Service Provider shall be entitled to payment in the following manner:

Cancellation or Postponement	Payment to be received by Service Provider
1 day prior to Date of Exam	The Service Provider will receive 80% of the total work order value.
Between 2-5 Days prior to date of exam	The Service Provider will receive 50% of the total work order value.
6-7 days prior to date of exam	The Service Provider will receive 40% of the total work order value.
More than one week prior to date of Exam	No payment will be made to Service Provider

9.2 Furthermore, in the event of cancellation of examination post completion due to compromise of the system or paper compromised or any illegal activities associated with such examination resulting into cancellation of examination, the Service Provider shall be entitled to payment of 100%.

10 FORCE MAJEURE

"**Force Majeure Event**(s)" shall mean and include events and occurrences beyond the control of the affected Party including, but not limited to, acts of God, pandemic, strikes, work stoppage or other labour disturbances, disruptions due to third parties, network interferences, war, or sabotage. Neither Party shall be liable for any performance that is prevented or hindered due to a Force Majeure Event. In the event either Party is constrained from discharging its obligations due to a Force Majeure Event, such Party shall, within 10 (ten) days of occurrence of such an event, provide a written notice (emails permitted) of such Force Majeure Event to the other Party, and the affected Party's obligations shall stand suspended for the duration of the Force Majeure Event. However, in the event Services are already rendered or are continuing to be rendered, the payment obligation incurred, by the <Name of Department/Authority>, as per the terms of the Agreement shall subsist even during a Force Majeure Event. If the period of delay or non-performance continues for four (4) weeks, the Party not affected may terminate this Agreement by giving fourteen (14) days written notice to the affected Party.

11 LIMITATION OF LIABILITY

Neither party shall be liable to the other party for any special, indirect, incidental, exemplary, punitive or consequential losses or damages or loss of profit, loss of goodwill, loss of revenue or operational losses whether in contract, tort or other theories of law, even if such party has been advised of the possibility of such damages. The total aggregate liability of either party under this Agreement shall not exceed 5% of the total value of the work order issued prior to the date of incident. The limitation on any Party's liability herein shall not apply to (i) liability for damages, resulting from the willful misconduct and (ii) breach of the user terms in respect of Service Provider's application system. The Service Provider shall not be held liable for any delay or failure in its obligations, if and to the extent such delay or failure has resulted from a delay or failure by or on behalf of <Name of Department/Authority>to perform any of its obligations, in such event, Service Provider shall be (a) allowed additional time as may be required to perform its obligations, and (b) entitled to charge _____ for additional costs incurred, if any, as may be mutually agreed upon between the Parties.

12 INDEMNITY

_____ shall indemnify and hold harmless, _____ and any of its respective officers, directors or employees against any third-party and the Principal's liabilities, actions, claims (including settlement costs), suits, proceedings (including any proceeding brought before any court, regulatory body, arbitration panel or other tribunal), direct or substantial or consequential damages, judgments or expenses including reasonable attorney's fees and other expenses of litigation (each, a "Claim", collectively the "Claims") that arise out of (i) the performance of the Services (including, without limitation, a claim based upon infringement or misappropriation of third party's intellectual property rights or idea misappropriation) by the _____ and _____ affiliates, (ii) any breach by the _____ and _____ affiliates of its obligations hereunder, or any other provision of this Agreement.

13 NOTICES

Any notice provided for in this Agreement shall be in writing and shall be (i) first transmitted by email, and then confirmed by postage, prepaid registered post with acknowledgement due or by recognized courier service; or (ii) sent by postage, prepaid registered post with acknowledgement due or by recognized courier service, to the relevant party at its address set out below:

In the case of notices to <Name of Department/Authority>:
Name:
Designation:
Address:
Email:
In the case of notices to the Service Provider:
Name:
Designation:
Address:
Email:

All notices shall be deemed to have been validly given on (i) the business day immediately after the date of transmission, if transmitted by email; or (ii) in case sub-clause (i) does not apply, the expiry of 7 (seven) business days after posting, if sent by post. Either Party may, from time to time, change its address or representative for receipt of notices provided for in this Agreement and shall inform the other Party in writing within 10 (ten) days of change.

In case of any dispute regarding the delivery of the notices to the other Party, delivery by emails transmission shall be preferred over the postal transmission.

14 CONFIDENTIALITY

14.1 During the continuity of this Agreement, "**Confidential Information**" of disclosing party, means any information or proprietary materials (in every form and media) of disclosing party made available to, disclosed to or otherwise obtained by the receiving party in connection with this Agreement, including, but not limited to, information relating to disclosing party's financial data, products, services, design documents data, reports, analyses, costs, prices or discount structure, names, business opportunities, technical specifications, documentation, and other materials contained in or related to any of the foregoing

14.2 Use of Confidential Information. Disclosing Party retains all right, title and interest in, to and under its Confidential Information and grants only the rights expressly permitted under this Agreement. The receiving party agrees not to use any Confidential Information of disclosing party for any purpose except for performing the obligations pursuant to this Agreement. The receiving party shall promptly notify disclosing party in the event of any unauthorized use or disclosure of its Confidential Information. The receiving party: (i) may copy disclosing party's Confidential Information only as required to perform its obligations hereunder and shall reproduce disclosing party's proprietary rights notices on any such copies, in the same manner in which such notices were set forth in or on the original; (ii) must return or destroy disclosing party's Confidential Information when no longer needed, upon request, or at termination or expiration of this Agreement; (iii) must take the same care it uses to protect, and avoid unauthorized disclosure, release, or use of its own Confidential Information of like importance, but not less than reasonable care; (iv) may disclose disclosing party's Confidential Information only to those employees, affiliates and independent contractors who have a need to know and use the Confidential Information for purposes permitted or required by this Agreement, provided that the employees, affiliates and independent contractors have agreed in writing, prior to any disclosure of Confidential Information to any such employee, affiliate or independent contractor, to maintain the confidentiality of the information under terms no less stringent than those specified herein and are not competitors of disclosing party; and (v) may use Confidential Information to perform its obligations under this Agreement, and its employees, affiliates and independent contractors with a need to know, are authorized to do the same. In the event of a breach or threatened breach by receiving party, the receiving party agree that monetary damages may not be an adequate remedy, therefore, disclosing party shall be entitled to injunctive relief in addition to monetary damages as an equitable remedy to restrain the receiving party committing the breach, from any such breach, threatened or actual.

14.3 Exclusions from Confidential Information. Notwithstanding the provisions of clause 11(b), the following will not be considered Confidential Information under this Agreement: (a) information that is independently developed by the receiving party without use of, reference to or reliance on disclosing party's Confidential Information; (b) information that is or has become publicly known through no fault or act of the receiving party; (c) information that is lawfully known by the public at the time of disclosure and is not subject to restriction; and (d) information that is lawfully obtained, without a duty of confidentiality, from a third party that rightfully makes such disclosure without breach of a duty of confidentiality or other wrongful act by the receiving party. The receiving party may disclose Confidential Information of disclosing party if required to do so by law; provided that the receiving party promptly furnishes disclosing party with written notice of such legally required disclosure and cooperates with disclosing party 's reasonable efforts, at it's own cost and expense, to obtain a protective order, other appropriate protection of the disclosing party 's Confidential Information.

15 INTELLECTUAL PROPERTY

15.1 "**Intellectual Property**" means all intellectual property, whether existing or future including, without limitation, all patents, trademarks, permits, service marks, brands, trade names, trade secrets, proprietary information and knowledge, technology, source code, object code, upgrades, updates, name and data associated with software and Services, computer programs, databases, copyrights, licenses, franchises, formulae, designs, including all related rights therein, irrespective of status of registration. Each Party retains all rights in their respective Intellectual Property (ies) and nothing in this Agreement/Work Order/Tender shall be construed as a transfer or assignment of any Intellectual Property from the _____ to the _____._____ shall, at all times, retain all rights, interest and title in the Services including but not limited to all and any derivatives, customizations, and improvisations or any part or portion thereof.

15.2 Both Parties hereby agrees and confirms to take due care, to protect and safeguard the Intellectual Property of each other. Notwithstanding anything contained elsewhere in the Agreement/Tender/Work Order, _____ reserves the right to temporarily suspend Services, which it reasonably believes is/are being used for unauthorized purpose(s), or upon apprehension of Intellectual Property infringement from such access and shall promptly notify the _____ of such suspension. However, before such suspension, _____ shall inform the _____ in writing in advance to enable remedial actions on Customer part.

15.3 _____ agree that _____ may upon a prior intimation to _____, use Your logo, brand name, and trademark for the limited purposes of displaying You as a client/recipient of the Services.

16.GENERAL

16.1 Either MPSC or Service Provider may raise an issue by documenting the business or technical problem, which presents a reasonably objective summary of both points of view and identifies specific points of disagreement with possible solutions.

16.2 The MPSC and the Service Provider will determine which committee or executive level should logically be involved in resolution.
16.3 A meeting or conference call will be conducted to resolve the issue in a timely manner.
16.4 The documented issues will be distributed to the participants at least 24 hours prior to the discussion if the issue is not an emergency requiring immediate attention.
16.5 MPSC and the Service Provider shall develop an interim solution, if required, and subsequently the permanent solution for the problem at hand.
16.6 The Service Provider will then communicate the resolution to all interested parties.
16.7 In case the issue is still unresolved, the arbitration procedures described in the contract will be applicable.

17 REPRESENTATIONS, WARRANTIES, AND UNDERTAKINGS

Each Party warrants and represents that:

a. it has all legal and proprietary rights in their respective Intellectual Property; and has the legal right and authority to execute this Agreement and has completed all corporate actions necessary, to execute this Agreement;

b. the performance of its obligations under this Agreement is not in violation of any Applicable Laws and does not conflict with the obligation(s) under any agreement with any third party;

c. that the Work Order including the Tender and this Agreement, when executed and delivered would constitute a valid and binding obligation of such Party and will be enforceable against such Party in accordance with the terms prescribed therein.

18ASSIGNMENT

Service Provider in its discretion assign any rights or obligations under this Agreement to any other party or Affiliates without prior written consent of the Department. The word **"Affiliates"** shall mean an affiliate of the Service Provider that controls the Service Provider, is controlled by the Service Provider, or is under common control with the Service Provider.

19 CONCILIATION COMMITTEE

Both the Parties hereby agrees and confirms on the constitution of a conciliation committee comprising of 5 members wherein both the Parties shall appoint 2 members each as their representative in the committee which shall be head by the Director to the <Name of Department/Authority> which shall be responsible in arriving at amicable solutions in case of any dispute between the Parties related to any Services or terms and conditions of this Agreement. It is also agreed between the Parties that a dispute shall be said to be raised when the aggrieved Party gives an advance notice in writing of 15 days to the other Party. Upon expiry of 15 days from such notice, the conciliation committee shall be constituted which is obligated to arrive at an amicable solution within 30 days from such reference. In case the conciliation committee fails to come at an amicable solution or decision, then the dispute shall be referred to arbitration as per the terms and conditions of this Agreement.

20 DISPUTE RESOLUTION

In case of any dispute arising between the Parties in relation to any terms and conditions of this Tender or this Agreement, the conciliation committee shall try to resolve the issue as mentioned herein. If the issue does not settle by conciliation committee, in the manner as prescribed, the same may be resolved firstly by arbitration of 5 (Five) members wherein both the Parties shall select 2 (Two) members each, out of which one shall be technical member and the other shall be general member. Upon selection of 2 (Two) members each, the arbitration tribunal shall be headed by _____. The dispute shall be decided through the mechanism of voting and any or all orders shall be reasoned and speaking orders. The seat and venue of such arbitration shall be Navi Mumbai/Mumbai. Secondly, courts at Maharashtra shall have exclusive jurisdiction to entertain any disputes arising out of or in relation to this Tender to the exclusion of all other courts.

21 RELATIONSHIP OF THE PARTIES

Nothing in this Agreement shall be construed (i) to constitute the Parties as employer and employee, principal and agent or partners; or (ii) to allow either Party to create or assume any obligations, whether express or implied, on behalf of the other Party for any purpose, or to commit the other Party in any way to any third Party.

22 WAIVER

Waiver by any party of any breach of any provisions of this Agreement (or the consequences of any such breach as provided for in this Agreement) must be in writing and signed by the parties hereto and such waiver shall not constitute or be construed as a continuing waiver or as a waiver of any other breach of any other provisions of this Agreement.

23 ENTIRE UNDERSTANDING & MODIFICATIONS

This Agreement contains the entire agreement of the Parties relating to the subject matter hereof and shall supersede any and all prior correspondence including but not limited to email correspondence, proposal etc. The Agreement can be modified only by an instrument in writing signed by the Parties.

24 COUNTERPARTS

This Agreement may be signed in any number of counterparts, all of which taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

For <Name of Department/Authority> Sign: Name: Designation:	For SERVICE PROVIDER Sign: Name: Designation:

WITNESS:

Witness No. 1 Name: Address: Signature: Dated:	Witness No. 2 Name: Address: Signature: Dated:

To be Enclosed as part of Agreement:
(i) Accepted Financial Bid
(ii) Exhibit A (if applicable)

Annexure – 11

LIST OF DOCUMENTS / INFORMATION TO BE UPLOADED / SUBMITTED

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

Technical Bid (T1)

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) Certificate of Annual Turnover (Annexure - 5)

(6) Summary of Work Experience/Project Execution Experience (Annexure - 6)

(7) Credential Summary (Annexure - 7)

(8) Details of Proposed Manpower (Annexure-8)

(9) Copies of Certificate of incorporation

(10) Copy of the PAN /TAN Card

(11) Copy of GST Registration Certificate from concerned Government Department valid as on 1st January, 2026.

(12) Copy of GST Clearance Certificate or GST payment Challan from concerned Government Department on or after 1st January, 2026

(13) Copies of the Income Tax Clearance Certificate or Income Tax Return acknowledgement for last three years as on 31st March, 2025

(14) Proof in support of having successfully executed/completed direct work orders for at least 3 different organizations for providing any one or more Ancillary Security Services (i.e. CCTV, Biometric and Frisking) similarly those defined in this Tender during the last 5 years ended on Bid submission date from any of the Public Service Commission/ Boards / Staff Selection / Universities / CBSE / State Educational Boards / Government Departments / IITs / IIMs / Institute of Banking Personnel Selection / Railway Recruitment Boards / Central Public Sector Undertakings in India satisfying all the requirements as per eligibility criteria Sr.No.PQ3 at para 1.13.1 of this Tender document

(15) Proof in support of having successfully executed/completed providing Frisking Services/ Equipments in examination based projects for candidates to any of the Public Service/ Staff Selection Commission / Universities / CBSE / State Educational Boards / Government Departments / IITs / IIMs / Institute of Banking Personnel Selection / Railway Recruitment Boards / Central Public Sector Undertakings in India directly over the last three years i.e. the current financial year and the last three financial years satisfying all the requirements as per eligibility criteria Sr.No.PQ4 at para 1.13.1 of this Tender document

(16) Proof in support of having successfully executed/completed providing Biometric based Impersonation control into Examination based projects to any of the Public Service/ Staff Selection Commission / Universities / CBSE / State Educational Boards / Government Departments / IITs / IIMs / Institute of Banking Personnel Selection / Railway Recruitment Boards / Central Public Sector Undertakings in India directly over the last three years i.e. the current financial year and the last three financial years satisfying all the requirements as per eligibility criteria Sr.No.PQ5 at para 1.13.1 of this Tender document

(17) Proof in support of having successfully executed/completed providing CCTV Surveillance of candidates into Examination based projects to any of the Public Service/ Staff Selection Commission / Universities / CBSE / State Educational Boards / Government Departments / IITs / IIMs / Institute of Banking Personnel Selection / Railway Recruitment Boards / Central Public Sector Undertakings in India directly over the last three years i.e. the current financial year and the last three financial years satisfying all the requirements as per eligibility criteria Sr.No.PQ6 at para 1.13.1 of this Tender document

(18) Copy of Latest Property Tax Bill /Latest Electricity / Latest Telephone Bill / GST Registration /Valid Lease agreement/ Shop and Establishment Certificate (Any Two)

(19) Escalation Matrix of Telephone Numbers for Service Support with name, designation and contact details at each level up to the level of CEO.

(20) Copy of valid ISO 9001:2008 certification as on date of bid submission.

(21) Copy of the valid ISO 27001:2013 certification as on date of bid submission

(22) Copy of the valid CMM / CMMI Level 3 certification as on date of bid submission

(23) Technical Proposal

Note:- 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 - 9)

MAHARASTHRA PUBLIC SERVICE COMMISSION					
Tender No: 04/2026					
Tender for Providing Ancillary Security Services during Examinations Conducted by MPSC					
Replies to queries raised by the bidders - Date 09/05/2026					
Sr. No.	**Document Clause No.**	**Clause Title**	**Query**	**Justification by Bidder**	**Clarification/Decision**
1	Clause 5.7.2.1 Objective | Sub Clause-(2)(iii) (also ref. Annexure 9, Sr. No. 4)	"Palm- Capturing and Facial recognition of candidate by verifying Candidate's identity on real-time basis." (Cl. 5.7.2.1(2)(iii))	Clause 5.7.2.1(2) enumerates three biometric authentication mechanisms, including at Sub Clause (iii) Palm-Capturing and Facial recognition. UIDAI currently supports three Aadhaar authentication modalities: fingerprint, IRIS and face recognition. Palm-based biometric authentication is not a recognized modality under the UIDAI authentication framework. The following clarifications are required: (a) Whether palm-capturing under Sub Clause (iii) is intended as a non-Aadhaar, alternative verification mechanism and not as an Aadhaar authentication modality; and (b) Annexure 9 Sr. No. 4 prices Biometric Authentication and Attendance Marking Services on a per-candidate-per-shift basis without a separate line item for palm-based authentication, which involves distinct hardware, software integration and operational workflow from fingerprint or IRIS-based authentication. Clarification is requested on whether palm-capturing services are priced within the existing per-candidate rate or through a separate mechanism, and under which line item.	Palm vein authentication hardware and associated software differ materially from STQC-certified fingerprint and IRIS devices used for Aadhaar based authentication. System design, device procurement and integration architecture for palm-capture require independent planning and costing. The absence of a distinct pricing line item and absence of clarity on the authentication framework applicable to this modality makes it impossible to accurately scope and price this service element.	Priced within the existing per candidates rate.
2	Clause 5.7.1.5 General Instructions/Conditions | Sub Clause- 19	"The Metal Detector provided for Frisking should be able to detect any prohibited metallic ornaments/electronic devices at examination sub-Centre on the day of examination except pen and admission certificate." (Cl. 5.7.1.5(19))	The clause requires metal detectors to detect prohibited metallic ornaments in addition to prohibited electronic devices. It is requested that the detection scope under this clause be revised to focus exclusively on prohibited electronic devices, reading as: "The Metal Detector provided for Frisking should be able to detect any prohibited electronic devices at examination sub-Centre on the day of examination except pen and admission certificate."	The primary security objective of frisking in examination contexts is detection and prevention of electronic unfair means devices. Extension of mandatory detection scope to metallic ornaments such as rings, earrings, watch straps, hair accessories and metal buttons routinely triggers false alarms for lawful personal items, slowing candidate entry flow and extending secondary screening time. Focusing detection capability on electronic devices enables more efficient and targeted security screening within the examination entry time window.	As per tender conditions.

3	Clause 5.6.28 General Terms Governing Scope of Work	"The service provider also has to incorporate emerging technologies such as AI, Block chain, WhatsApp and open-source frameworks for scalability and maintainability as per requirements." (Cl. 5.6.28)	Clause 5.6.28 mandates incorporation of AI, Blockchain, WhatsApp and open-source frameworks as blanket contractual obligations across all services under this tender. It is requested to consider exclusion of this clause or, alternatively, revision to specify that any emerging technology requirements shall be defined examination-wise through the applicable Work Order rather than as a universal base-scope obligation.	Frisking, QR scanning, biometric authentication, CCTV surveillance and SIP telephony each operate on distinct technology stacks with well-defined functional requirements. Mandating AI, Blockchain and WhatsApp as universal requirements introduces architectural prescriptions disconnected from the operational needs of specific services. Blockchain has limited applicability to real-time examination-day authentication workflows. WhatsApp is a commercially licensed third-party messaging platform not suited to secure government examination communications. Technology requirements, if specific, are appropriately defined through examination-wise Work Orders, allowing MPSC to specify and scope them against actual need without imposing blanket compliance costs on all service components.	As per tender conditions.
4	Clause 5.7.5.2 Scope and Functional Requirement | Sub Clause- 7	"Complete recordings of the entire examination duration, sub-centre-wise and room-wise, shall be submitted to MPSC in the prescribed format within Ten (10) days of successful completion of the examination, unless otherwise specified in the Work Order." (Cl. 5.7.5.2(7))	Clause 5.7.5.2(7) requires submission of complete CCTV recordings to MPSC within 10 days of examination completion. We request this timeline be revised to 30 days from successful completion of the examination.	A single MPSC examination may involve up to 1,475 sub-centres and 19,433 rooms across multiple shifts. At the minimum deployment ratio of one camera per 24 candidates, total camera count may reach or exceed 19,433 units. Compiling quality-checked, room-wise and sub-centre-wise indexed recordings, applying digitalhash verification as required under Clause 5.7.5.4(8), and completing encrypted upload or physical handover of recording volumes potentially in the range of several hundred terabytes within 10 days is technically infeasible at this scale. A 30-day submission window is operationally proportionate to the scope and consistent with delivery timelines in comparable large-scale government examination CCTV engagements.	As per tender conditions.

5	Clause 5.7.5.3 Detailed Scope of Work | Sub Clause- 8	"...as a mechanism to handle the live CCTV coverage of about 2000 venues at the MPSC Control Room, the Service Provider is required to arrange a Video Management Software Platform and adequate internet connectivity..." (Cl. 5.7.5.3(8))	Clause 5.7.5.3(8) specifies that the Control Room Video Management Software Platform must be equipped to handle live CCTV coverage from approximately 2,000 venues. Table 5.3.3 of this tender, however, sets the maximum sub-centres for a single MPSC examination at 1,475. These two figures are inconsistent. We request MPSC to confirm the definitive maximum venue count to assess the cost implications and arrive at the best competitive rate.	A 35% differential between 1,475 (Table 5.3.3) and 2,000 (Clause 5.7.5.3(8)) represents a material difference in infrastructure investment. Accurate confirmation is necessary before infrastructure design and cost estimation can be completed.	As per tender conditions.
6	Clause 5.7.5.4 Technical Features of Cameras/Machines | Sub Clause- 8	"Audio recording shall be enabled only if specifically required in Work Order and permitted by applicable guidelines. All recordings shall be retained securely as per the Tender conditions unless otherwise specified. Recordings shall be digitally hashed (SHA-256 or equivalent) to ensure integrity and shall be accessed/downloaded only by authorised roles with complete audit trail logs." (Cl. 5.7.5.4(8))	Clause 5.7.5.4(8) provides for audio recording capability, conditional on specific enablement through Work Orders. The Price Schedule at Annexure 9 does not include a separate pricing line item for audio-enabled recording; only per-camera-per-shift rates are prescribed under Sr. Nos. 5, 6 and 7. We request confirmation of our understanding that: When audio recording is invoked through a Work Order, a separate pricing mechanism will be established to cover the additional cost of audio-capable device deployment, increased bandwidth utilization and higher storage requirements; and audio recording is not expected to be delivered within the existing per-camera-per-shift rate without additional compensation.	Audio-enabled recording requires cameras with integrated microphone capability, additional codec processing, higher upload bandwidth for audio-video streaming and greater storage allocation compared to video-only recording. The cost differential between audio-video capable and video-only camera systems is material from a hardware procurement and deployment standpoint. Inclusion of audio capability within the same per-camera rate as video-only recording would create an unremunerative obligation for Service Providers in examinations where audio recording is invoked.	As per tender conditions.
7	Clause 5.7.5.4 Technical Features of Cameras/Machines | Sub Clause- 2 (also ref. Clause 5.6.4)	"The camera should have battery backup of at least 10 hours of continuous working." (Cl. 5.7.5.4(2)) read with "...the Service Provider shall arrange a minimum power backup of fifteen (15) minutes only for CCTV Surveillance Services at each examination sub-centre..." (Cl. 5.6.4)	Clause 5.7.5.4(2) requires cameras to have 10 hours of self-contained battery backup. Clause 5.6.4 of the same tender prescribes a minimum power backup of 15 minutes for CCTV Surveillance Services at each sub-centre. We request MPSC to amend the minimum power backup requirement to 15 minutes consistently throughout the tender document.	A 10-hour self-contained battery requirement implies a fundamentally different camera hardware architecture, involving integrated battery modules, higher device weight and significantly increased unit cost, compared to standard PoE or DC-powered cameras with a sub-centre-level UPS for 15-minute failover. The contradiction between the two clauses makes it impossible to finalize camera hardware specification, power architecture design and cost estimation.Standardizing to 15 minutes across the document removes the inconsistency and aligns with the power backup obligation already established under Clause 5.6.4.	Cameras to have 10 hours of self-contained battery backup.

8	Clause 5.7.12 API Management Platform | Sub Clause- 5.7.12(1), 5.7.12(2) and 5.7.12(5)	"The service provider shall propose and build a proper enterprise API management solution and it should not be an integrated/bundled software with any business application; it should be deployed as an independent platform." (Cl. 5.7.12(1))	Two clarifications are sought in respect of Clause 5.7.12: (a) The present engagement is examination-event-based and primarily involves operational services with defined data exchange interfaces to MPSC systems, UIDAI and district-level platforms. Clarification is requested on whether a dedicated, independently deployed enterprise API Management Platform as specified in Clause 5.7.12(1) is a mandatory deliverable under the base scope of this contract, or whether compliance with the integration and interoperability requirements of Chapter 5 through secure, standards-compliant API interfaces will be considered sufficient. (b) Clause 5.7.12(2) requires an "open standards-based API management" solution while Clause 5.7.12(5) specifies that "API must be open source and easy to integrate." The terms "open standards-based" and "open source" represent distinct technical and licensing concepts. Clarification is requested whether the term “open source” refers specifically to Free and Open SourceSoftware (FOSS) platforms with published source code, or whether commercially licensed API management solutions based on open industry standards would also be acceptable, provided all functional, security and integration requirements under the tender are complied with.	Dedicated enterprise API Management Platforms with lifecycle governance, analytics, access control and independent gateway deployment are generally implemented in large-scale multi-system environments involving extensive enterprise integrations. The integration requirements under the present tender primarily relate to secure exchange of examination-related data with external systems and operational platforms. Clarification regarding the intended deployment architecture and applicability of open-source requirements is therefore necessary for appropriate solution design, infrastructure planning and cost estimation.	Compliance with the integration and interoperability requirements of Chapter 5 through secure, standards-compliant API interfaces will be considered sufficient.
9	Clause 5.8 Ownership of Source Code and Licensing | Sub Clause- 5.8.1 to 5.8.4	"All Software including source code, plans, drawings, CASE tools, specifications, designs, reports and other documents prepared by the service provider in the execution of the contract shall become and remain the exclusive property of the MPSC..." (Cl. 5.8.1)	Clause 5.8 requires all software including source code developed by the Service Provider to become the exclusive property of MPSC with IPR vesting with MPSC. In this regard, it is requested to kindly consider excluding Clause 5.8 from the scope of the present contract or alternatively clarify that the said provision shall apply only to custom developments specifically created for MPSC under this engagement and shall not extend to the Service Provider’s pre-existing proprietary platforms, frameworks, software components and related intellectual property.	The services envisaged under the tender, including biometric authentication, candidate verification, surveillance management and examination workflow processing, are generally delivered through established proprietary technology platforms, software frameworks and integration tools developed and deployed across multiple projects and clients. Such platforms are subject to continuous enhancement and represent substantial long-term technology and implementation investment. MPSC’s ownership and control over all examination-related data, reports, recordings and deliverables are already adequately addressed under other provisions of the tender. Clarification regarding applicability of source code and IPR transfer provisions is therefore necessary for appropriate understanding of the contractual scope and technology deployment framework.	As per tender conditions.

10	Clause 3.4.4 Service Levels and Penalty | Sub Clause- Sr. No. 16	"Performance/Activities: SIP enabled Phone not being supplied and/or not working as per work Order. Penalty: (1) Amount of leftover Exam centre would not be paid (2) 100% amount would be penalized as of SIP enabled Phone for that specific Exam sub-centre (Number of Candidate in that Exam Centre x Per Candidate Per Shift rate)." (Cl. 3.4.4, Sr. No. 16)	Annexure 9 Sr. No. 8 prices SIP enabled phones on a Per Phone Per Shift basis. The penalty under Sr. No. 16 sub-clause (2), however, computes the deduction as Number of Candidates in that Exam Centre x Per Candidate Per Shift rate, a per-candidate basis that is inconsistent with the per-phone pricing unit in the BOQ. Clarification is requested on how the penalty under sub-clause (2) is aligned with the Per Phone Per Shift pricing basis in the BOQ, and it is requested that sub-clause (2) be revised accordingly.	Technology services are priced on deployed-unit economics: each SIP phone is a discrete unit of service delivery with a defined cost per shift. Computing the penalty on candidate count for a per-phone priced service creates a structural mismatch between the service unit and the penalty unit, potentially resulting in penalty amounts disproportionate to the revenue attributable to the specific service element not delivered. Aligning the penalty computation with the BOQ pricing unit ensures proportionate and commercially consistent accountability.	As per tender conditions.
11	Annexure 9 Price Schedule | Note 2 and Note 3	"(2) Average of the Unit Rate Quoted for all the services shall be taken into account for deciding Lowest Bidder (L-1). (3) The successful bidder has to match all the lowest offers from other bidders for proposed services."	Two clarifications are sought in respect of Annexure 9: (a) Note 2 states that the average of unit rates shall determine L-1. Clarification is requested on the derivation methodology for this average: specifically, whether it is a simple arithmetic mean of the nine unit rates, a weighted average based on estimated volumes, or another formula. The pricing units across services are not uniform, being per-candidate per shift, per-camera per shift and per phone per shift, and the method of computing a comparable average from non-uniform units requires explicit definition. (b) Note 3 requires the successful bidder (L-1) to match the lowest individual rate quoted by any other bidder for each line item. L-1 is determined on the basis of the lowest average rate. These two conditions may conflict: a bidder achieving the lowest average may be required post-award to accept rates on specific line items that are below its quoted individual rates for those items, potentially below cost. Clarification is requested on how Notes 2 and 3 are intended to operate together and in what sequence post-award rate matching under Note 3 would be applied.	Commercial evaluation under a multi-service and multi-unit price schedule requires clear definition of the methodology adopted for determination of L-1 and subsequent application of rate matching provisions. Clarification regarding the evaluation and price alignment mechanism would ensure transparency, consistency and appropriate commercial assessment by bidders while preparing the financial proposal.	As per tender conditions.

12	Clause 5.6.25 General Terms Governing Scope of Work (also ref. Clause 5.6.26)	"SIM based routers shall be used for full coverage of the network connectivity." (Cl. 5.6.25)	Clause 5.6.25 mandates SIM-based routers as the network connectivity technology for examination sub-centres. We request MPSC to consider exclusion of this clause.	SIM-based routers deliver variable throughput dependent on cellular network conditions at each sub-centre, which may be further degraded by MPSC's signal jamming operations under Clause 5.6.26.	SIM based routers or Leased line shall be used for the full coverage of network connectivity as per convenience.
13	Clause 5.6.19 General Terms Governing Scope of Work	"The Service Provider shall take special care of PwBD candidates allotted at the venues to ensure that no inconvenience is caused to them incompletion of the given process and they may be allowed separate/privileged entry wherever possible." (Cl. 5.6.19)	Clause 5.6.19 includes the provision relating to “separate/privileged entry wherever possible” within the scope of the Service Provider’s obligations. It is requested to kindly consider removing this portion from the Service Provider’s scope under the said clause.	Separate or privileged physical entry arrangements for PwBD candidates depend upon the infrastructure and access layout available at individual examination sub-centres and are generally administered by the Centre In-Charge / MPSC. The Service Provider can facilitate priority handling within the authentication and entry workflow process; however, physical entry management may not be entirely within the operational control of the Service Provider. Clarification in this regard would help avoid ambiguity in operational responsibility.	As per tender conditions.
14	Clause 3.8 Consequences of Termination | Sub Clause- 3.8.1(1)	"Ask the Vendor to leave the job and return the entire material in an 'as is where is' condition, and / or." (Cl. 3.8.1(1))	Clause 3.8.1(1) provides that upon termination, the Vendor may be required to return the entire material in “as is where is” condition. In the present technology-enabled examination services engagement, the scope primarily involves digital platforms, cloud-hosted data, authentication records, CCTV recordings and software-based service infrastructure, for which physical return of material may not be operationally applicable. It is further noted that Clause 3.8 includes no provision for payment of services satisfactorily completed up to the effective date of termination. It is therefore requested to kindly consider revising the clause to suitably address termination obligations relevant to technology-based service delivery, including orderly handover of ongoing examination activities, secure transfer of examination-related data and records, and settlement of payment for satisfactorily completed services up to the effective date of termination.	Technology service delivery involves digital assets, cloud infrastructure, API integrations and data repositories that have no physical return equivalent. The termination clause as drafted is calibrated to goods supply or physical works contracts and does not address the nature of an event-based technology services engagement. The absence of a payment provision for completed work creates financial uncertainty for technology providers who have incurred cloud infrastructure, API integration and deployment costs prior to the termination event.	As per tender conditions.

15	Clause 4.1 Period of Contract | Sub Clause-4.1.1, 4.1.2, 4.1.3 (also ref. Clause 4.2.2 and Annexure 10 Section 8)	"The contract shall be initially for a period of 12 months reckoned from the date as notified in the Letter of Award (LOA). The maximum period of contract will be 5 years subject to extension in the interval of 12 months." (Cl. 4.1.1)	Tender Chapter 4.1 establishes an initial contract period of 12 months extendable up to 5 years in intervals of 12 months. The SLA in Annexure 10, which forms part of this Contract under Clause 2.2, establishes the same maximum duration as 3 years extendable by 2 years. Both frameworks result in the same 5-year maximum but differ structurally. It is requested that Tender Chapter 4.1 be aligned with Annexure 10 to adopt a 3-year initial period extendable by 2 years. Additionally, Clause 4.2.2 states that the contract automatically terminates at the end of the contract period. Under an annual renewal structure, it is unclear whether automatic termination occurs at each 12-month interval or at the end of the 5-year maximum. The 3+2 structure resolves this ambiguity with a defined initial term and a single extension. It may be noted that this request does not alter the maximum total contract duration of 5 years.	Technology platform deployment involves software licensing cycles, cloud infrastructure provisioning agreements, API service arrangements, and hardware refresh planning tied to specific engagement timelines. • Annual renewal uncertainty in a 1+1+1+1+1 structure prevents technology investment planning, introduces unnecessary contractual fragmentation and creates platform upgrade uncertainty at each renewal point. • A 3-year initial commitment aligns with standard technology deployment and optimization cycles. The SLA in Annexure 10 already establishes a 3+2 structure; alignment of the main contract removes an internal inconsistency between two documents forming part of the same contractual arrangement.	Initial contract period of 12 months extendable up to 5 years in intervals of 12 months.

16	Clause 4.1 Period of Contract | Sub Clause-4.1.3, 4.1.4, 4.1.6, 4.1.11 (also ref. Clause 3.7.1(5))	"The service provider shall not have the right to withdraw from the contract during the agreed contract period." (Cl. 4.1.6)	The following provisions create asymmetric exit conditions under this contract: (a) Mutual Exit: Clause 4.1.6 does not permit the Service Provider to withdraw, while Clause 3.7.1(5) grants MPSC unrestricted termination at its convenience. Inclusion of a Service Provider exit provision requiring a minimum 90-day prior written notice is requested. (b) Extension Consent: Clause 4.1.3 requires the Service Provider to mandatorily accept extension orders. Clause 8.1 of the SLA (Annexure 10) already provides for renewal on terms mutually decided by both parties. Alignment of the main contract with the mutual consent principle in the SLA is requested. (c) Post-Expiry Continuation: Clause 4.1.11 requires the Service Provider to continue services until a new agency is appointed, with no defined time limit and no rate revision provision. It is requested that post-expiry continuation be made optional at the Service Provider's discretion and that any such continuation be on commercially renegotiated terms including rate escalation. Clarification is sought on whether the 6-month mandatory continuation under Clause 4.1.4 applies where MPSC terminates at its convenience under Clause 3.7.1(5), or only upon natural expiry of the agreed contract period.	The present provisions relating to contract continuation, extension and termination require clarification for proper understanding of long-term service obligations and associated operational planning under the engagement. Clear provisions regarding continuation period, renewal mechanism and exit conditions would support effective contract management for both parties. The SLA already establishes mutual consent as the basis for renewals; alignment of the main contract provisions with this principle creates equitable and commercially workable exit and continuation terms.	As per tender conditions.

17	Clause No. 1.26.9 and Clause 1.30.1under Evaluation Process	"Minimum qualifying marks for acceptance of the Technical Bid would be 70. The Bidder, who scores less than this shall be rejected at this stage and the Commercial Bids of such Bidders shall not be opened." (Cl. 1.26.9)	It is requested to kindly consider reducing the minimum qualifying marks in the Technical Evaluation Criteria from 70 marks to 60 marks for eligibility towards opening of the Commercial Bid.	The present qualifying threshold of 70 marks appears comparatively high considering that: (i) The tender already prescribes detailed Pre- Qualification requirements under Clause 1.13 covering financial capability, technical experience, project execution experience and certifications, which collectively ensure participation of adequately qualified and experienced bidders. (ii) Out of the total 100 marks under Technical Evaluation, 25 marks are allocated for Presentation (TQ7), whereas detailed scoring methodology for the presentation has not been specified in the tender document. (iii) Clause 1.30.1 of the tender itself contemplates the possibility of only one bidder qualifying technically. A qualifying threshold of 60 marks may facilitate broader technical participation and competitive price discovery while still maintaining adequate technical screening standards.	As per tender conditions.
18	Clause No. 1.26.6 - TQ2	Upgraded or additional certifications (e.g. CMMI5, etc.): 10 Marks"	The s.no 2 under Clause 1.26.6 provides a separate scoring category of 10 marks for “upgraded or additional certifications”; however, the basis for award of marks under this category has not been clearly defined. In this regard, it is requested to kindly clarify whether ISO certifications under the latest applicable versions/standards, such as ISO 9001:2015 and ISO 27001:2022, would be considered as “upgraded certifications” for the purpose of evaluation under the 10-mark category. Further, clarification is also requested on whether additional ISO certifications apart from ISO 9001 and ISO 27001 shall also be considered for award of marks under this category.	certification standards and consideration of additional ISO certifications would ensure uniform interpretation of the evaluation criteria and enable bidders to appropriately assess the technical scoring basis.	As per tender conditions.

19	Clause No. 1.26.6 under Evaluation	TQ4: Experience of providing Frisking Services in Examination, and TQ5: Experience of providing biometric based Impersonation control services in Examination, and TQ6: Experience of providing CCTV Surveillance Service in Examination	The candidatevolume assessment parameters prescribed under Sr. No. 4, 5 and 6 under the Technical Evaluation criteriaextend up to “10Lakh and above”candidates in a single examination shift. However, based on the examination capacity details indicated in the tender document, the anticipated examination scale under the present assignment appears comparatively lower and distributed across multiple centres and sessions. Accordingly, it is requested to kindly review the higher candidate-volume benchmarks prescribed in the said clauses and consider aligning with the practical operational scale contemplated for examinations under this tender.	Higher candidate-volume benchmarks beyond the anticipated operational scale of the tender may not provide proportionate additional value in assessment of bidder capability since: (i) Frisking services are primarily dependent upon proportional deployment of trained manpower and screening equipment. (ii) Biometric impersonation control capability is dependent upon system readiness, authentication workflow, device management and real-time data handling architecture. (iii) CCTV surveillance capability is determined through deployment planning, live monitoring infrastructure and operational management of surveillance systems. The above capabilities are operationally demonstrable at the candidate volumes envisaged under the tender itself. A more aligned evaluation framework would support balanced technical assessment and broader competition in line with the principles of transparent and competitive public procurement under GFR 2017.	As per tender conditions.

20	Clause No. 5.6.15 r/w Clause 5.6.16 (also ref. Clause. 5.7.4(14) and Cl. 5.7.5.2(1))	"The examination schedule, detailed list of examination sub-centers/venues and number of candidates for each venue will be provided to the Service Provider 2 to 3 weeks prior to commencement of the examination for making on-site preparation in consultation with the Centre In Charge." (Cl. 5.6.15) "MPSC will provide candidate details (Name, Roll No., Photo etc.) seven (7) days prior to the date of commencement of Exam for use in the Aadhaar based Authentication process and QR Code Scanning of e-Admission certificates." (Cl. 5.6.16)	The referred clauses provide the different timelines for sharing the examination schedule and candidate details. For an examination involving up to 1,475 sub-centres across 36 districts, this window is operationally insufficient. It is requested to revise the timeline under Clause 5.6.16 to align with Clause 5.6.15, providing candidate details at least 14 days prior to the examination.	Hardware deployment including biometric devices, CCTV cameras, SIP phones and connectivity infrastructure requires advance logistical preparation at each sub-centre. Loading centre-wise candidate data onto individual devices, verifying device functionality and completing preexamination testing within a 5-day window across 1,475 sub-centres is operationally challenging and increases the risk of last-minute device failures.	As per tender conditions.

21	Clause No. 5.6.20 under 5.6 General Terms Governing Scope of Work	After the completion of the entire process as per the Scope of Work, the Service Provider has to hold the data on its Secured Cloud Server with 256-bit encryption for a minimum period of one (01) year from the date of the examination or 30 days after the declaration of final result of the examination,	The clause prescribes data retention for the later of one year from the examination date or 30 days after declaration of final result. For examinations conducted in the later years of the contract period, the declaration of final result may occur after the expiry of the contract term, as MPSC recruitment	A retention period extending beyond the contract term creates open-ended postcontract obligations for the Service Provider without corresponding commercial provision. A retention period of three (03) months from the date of examination is consistent with provisions in similar examination security tenders and is adequate for post-examination verification and audit purposes. Additionally, retention of biometric records, CCTV recordings and attendance logs acress multiple examinations over a 5 years contract period represents a substantial recurring infrastructure cost that is difficult to estimate accurately at bidding stage.	As per tender conditions.

22	TQ4, TQ5, TQ6 of Clause 1.26.6	Technical Evaluation — Inconsistency in Number of Scoring Slabs between TQ1–TQ3 and TQ4–TQ6	Observation 1: As per Section 5.3.3 of this Tender, the maximum number of sub-centres for a single MPSC examination is 1,475 and the maximum number of candidates at a single venue is 504. Based on these figures, the maximum total candidate counts for a single MPSC examination, even at full scale, works out to approximately 7 to 7.5 Lakh — and this is spread across multiple shifts, not a single shift. The single-shift candidate count for MPSC examinations would therefore be well within 5 Lakh under normal circumstances. In this context, the scoring slabs of 7 Lakh and 10 Lakh and above in TQ4, TQ5, and TQ6 go beyond the realistic scale of MPSC's own examination requirements. Observation 2: It is also observed that the technical evaluation criteria follow different scoring patterns for different parameters. TQ1, TQ2, and TQ3 each use three scoring slabs to arrive at the maximum marks. However, TQ4, TQ5, and TQ6 use five scoring slabs with candidate thresholds set at 3 Lakh / 4 Lakh / 5 Lakh / 7 Lakh / 10 Lakh for a single examination shift, resulting in unequal mark increments of +2, +3, +2, +3 which is not proportionate. Suggestions: In view of the above, we therefore request MPSC to kindly revise the scoring slabs for TQ4, TQ5, and TQ6 as follows: (i) ≥ 3,00,000 and < 4,00,000: 5 Marks (ii) ≥ 4,00,000 and < 5,00,000: 10 Marks (iii) Candidates Count ≥ 5,00,000: 15 Marks	a) Evaluation slabs that exceed the maximum foreseeable single-shift candidate count of MPSC's own examinations do not measure any additional capability relevant to this specific assignment and may not serve the intended purpose of the evaluation. b) The suggested revision aligns the evaluation slabs with the actual scale of MPSC examinations as defined in Section 5.3.3 of this Tender, and ensures proportionate and transparent scoring increments consistent with the three-slab pattern of TQ1–TQ3.	As per tender conditions.
23	3.4.4(6) — Penalty Terms	Penalty — Frisking Stage Leftover	Clause 3.4.4(6) prescribes a penalty of INR 500 per candidate per session for each error in respect of candidates left unattended during the frisking stage. We request MPSC to kindly consider reducing the penalty quantum from INR 500 per candidate per session to INR 50 per candidate per session for each such error.	A penalty of INR 500 per candidate is disproportionate to the per-candidate frisking service rate. The penalty quantum should bear a reasonable relationship to the service value and the actual financial impact of the error. INR 50 per candidate provides adequate deterrence while remaining proportionate to the service economics.	As per tender conditions.

24	3.8 Consequences of Termination	Return of Material Upon Termination — Orderly Closure and Payment for Completed Work	Clause 3.8.1(1) currently provides that upon termination, MPSC may ask the Vendor to "leave the job and return the entire material in an 'as is where is' condition." It is submitted that this provision is not applicable to the present contract. As per the Scope of Work defined in Chapter 5, all services under this contract are strictly event-based in nature. The Service Provider deploys its equipment for the duration of each examination and retrieves the same upon completion of each event. No material belonging to the Service Provider remains at any examination sub-centre or at MPSC premises between examination events. Accordingly, the question of returning material in "as is where is" condition does not arise in the context of this contract. It is further observed that Clause 3.8 does not include any provision for payment of services satisfactorily rendered up to the date of termination. We therefore request MPSC to kindly consider revising Clause 3.8.1(1) to address obligations that are relevant to this contract, namely: (a) Completion or proper handover of any examination work orders that are in progress at the time of termination; and (b) Secure handover of all examination data, recordings and reports in the custody of the Service Provider to MPSC upon termination; and Payment for all undisputed services satisfactorily performed by the Service Provider up to the effective date of termination.	The current clause is operationally inapplicable to event-based service contracts where the Service Provider retrieves all equipment after each examination event and no material remains at MPSC premises. The absence of any provision for payment of completed work creates financial uncertainty for the Service Provider.	As per tender conditions.
25	4.1 Period of Contract and 4.2 Commencement and Expiration	Contract Duration: Request to Align Main Tender with SLA Framework and Resolve Ambiguity in Clause 4.2.2	Tender Chapter 4.1 establishes an initial contract period of 12 months extendable up to 5 years in intervals of 12 months. However, the SLA in Annexure 10, which forms part of this Contract as per Clause 2.2, establishes the same duration as 3 years extendable by 2 years — a 3+2 framework. Both result in the same maximum of 5 years but differ in structure. We request MPSC to kindly revise Tender Chapter 4.1 to adopt the 3+2 framework.	The request is made for the following reasons: (a) Consistency with Contract Agreement: The SLA in Annexure 10 already uses the 3+2 structure. Aligning the main tender with the SLA will remove the existing inconsistency between two documents forming part of the same contract. (b) Better Financial Planning: A 3-year initial commitment allows the Service Provider to plan resources and pricing over a longer horizon, likely resulting in more stable and competitive pricing for MPSC. (c) Clarity on Automatic Termination: Clause 4.2.2 states that the contract automatically terminates as soon as the period of contract is over. Under the current annual renewal structure, it is unclear whether the contract terminates at the end of each 12-month interval or continues uninterrupted for 5 years. The 3+2 framework resolves this ambiguity by defining a clear initial period with one defined extension. It may be noted that this revision does not alter the maximum total contract duration of 5 years.	As per tender conditions.

26	4.1 Period of Contract	Exit Rights, Extension Terms and Post-Expiry Continuation — Request for Equitable Provisions	The following observations are submitted for MPSC's kind consideration in respect of the Period of Contract provisions: 1. Mutual Exit Provision: Clause 4.1.6 does not allow the Service Provider to withdraw from the contract, while Clause 3.7.1(5) grants MPSC the right to terminate at convenience. We request inclusion of a provision allowing the Service Provider to exit by providing reasonable prior written notice of not less than 90 days. 2. Extension by Mutual Consent: Clause 4.1.3 requires the Contractor to mandatorily accept extension orders. However, Clause 8.1 of the SLA (Annexure 10) already provides for renewal "on terms and conditions as mutually decided between the Parties." We request MPSC to align the extension provision in the main contract with the mutual consent principle already stated in the SLA. 3. Post-Expiry Continuation: Clause 4.1.11 requires the Service Provider to continue services till a new agency is appointed, without any defined time limit or provision for revision of rates. We request MPSC to kindly consider: a) Making such post-expiry continuation optional at the discretion of the Service Provider; and b) Providing for mutually agreed commercial terms, including provision of rate escalation, for any such continuation period. 4. Clarification on Clause 4.1.4: We request MPSC to kindly clarify whether the mandatory 6-month continuation obligation under Clause 4.1.4 is applicable in cases where the contract is terminated at MPSC's convenience under Clause 3.7.1(5), or whether it applies only upon natural expiry of the agreed contract period.	The current contract terms create an asymmetric relationship where MPSC has multiple exit mechanisms while the Service Provider has none. Clause 4.1.11 mandates indefinite continuation at locked rates without any time limit, which is commercially unviable. The SLA already acknowledges mutual consent for renewals — aligning the main contract provisions with this principle would ensure equitable terms for both parties	As per tender conditions.
27	4.6 — Security Deposit / Performance Guarantee	Contract Terms — Performance Guarantee Basis and Enhancement Triggers	Clause 4.6.1 stipulates a Performance Guarantee of 3% of "notional contract value," defined as the estimated annual value of services for the first year as communicated in the Letter of Award. However, Clause 4.1.7 establishes this as a framework contract under which MPSC issues examination-wise Work Orders from time to time, without committing to any minimum annual volume. Accordingly, the notional contract value remains undefined at the bidding stage, limiting bidders' ability to assess financial exposure. Further, Clause 4.6.3 provides for PG enhancement in case of a "material increase" in Work Order value, without specifying thresholds or prior notice requirements. Request you to kindly clarify below so that the financial obligation can be appropriately assessed during bid preparation: (a) An indicative range for the notional contract value that will form the PG computation basis; (b) The threshold of increase in Work Order value and Notice period prior to any PG enhancement; (c) Whether PG enhancement during an ongoing examination cycle will be deferred until the completion of that cycle.	Bidders are unable to plan working capital obligations without knowing the PG amount at the bidding stage. Clause 4.6.1 requires PG submission within 15 days of the LoA — yet the PG amount is disclosed only in that same LoA. Undefined thresholds and notice periods for enhancement create additional financial uncertainty.	As per tender conditions.

28	Page 23, Clause 4.12	Sub Contract	In the referred clause, it is requested to add the following provision: "However, PSU shall be permitted to execute the work through their duly empanelled partners/vendors without compromising the quality and service obligations under the contract, while retaining overall responsibility and accountability towards MPSC."	PSU organizations generally execute large-scale and geographically distributed projects through established empanelment frameworks and approved implementation partners. Such an arrangement enables efficient nationwide deployment and operational support while maintaining full contractual accountability with the bidder organization.	As per tender conditions.
29	5.6.15 and 5.6.16 — Data Provision Timelines; S.no (1) of 5.7.2.3	Scope of Work — Insufficient Lead Time for Candidate Details and Operational Impact	Clause 5.6.15 provides for sharing of the examination schedule, list of sub-centres and candidate count 2 to 3 weeks prior to the examination. However, Clause 5.6.16 and Clause 5.7.2.3 S.no (1) provide for sharing of candidate details only 7 days prior to the scheduled examination. It is requested that MPSC kindly revise the timeline under Clause 5.6.16 to align with the data provision timeline prescribed under Clause 5.6.15.	7 days is insufficient for the operational preparation that depends on candidate-level data, for the following reasons: (a) As per Clause 5.7.4(14), device data sync is required to be completed 2 days before the examination and device testing 1 day before. After receiving candidate data 7 days prior, the Service Provider has effectively only 5 days to process data for potentially lakhs of candidates, load it onto devices and ensure readiness across all sub-centres in 36 districts. (b) As per Clause 5.7.7(6), photograph quality check results are required to be submitted within 1 week of data sharing by MPSC. If photograph data is shared only 7 days before the examination, the results would be due by the examination date itself, leaving no time for review or corrective action. A minimum 14-day lead time is required to ensure operational readiness across all sub-centres.	As per tender conditions.
30	Page 25, Clause 5.6.19	Care of PwBD Candidates — Scope Clarification	Clause 5.6.19 requires the Service Provider to take special care of PwBD candidates and further states that "they may be allowed separate/privileged entry wherever possible." We request MPSC to kindly consider removing the phrase "and they may be allowed separate/privileged entry wherever possible" from the scope of the Service Provider's obligations under this clause.	Provision of separate/privileged entry depends on the physical infrastructure of each examination sub-centre and is operationally controlled by the Centre In-Charge / MPSC. Inclusion of this requirement under the Service Provider's scope creates accountability ambiguity. The principal obligation of ensuring no inconvenience to PwBD candidates remains intact in the preceding text of the clause.	As per tender conditions.
31	5.3.3 (3)	5.3 Geographical Coverage and Scale	Bidder requests MPSC to clarify the indicative maximum number of venues to be considered for sizing the Control Room infrastructure (video wall, VMS, bandwidth).	Clause 5.7.5.3 (8) refers to handling live CCTV coverage of about 2000 venues at the MPSC Control Room, whereas Clause 5.3.3 indicates a maximum of 1475 sub-centres for a single examination.	As per tender conditions.

32	5.3.3 (5)	5.3 Geographical Coverage and Scale	Bidder requests MPSC to confirm whether Bidder should size for 19,433 rooms or for a higher peak figure, and whether MPSC will share historical centre/room/camera counts of past examinations to enable accurate planning.	Considering the CCTV ratio of 1 camera per 24 candidates plus Entry/Exit Gate and Control Room cameras, the indicative camera count per examination can exceed 25,000 units.	No change.
33	5.3.3 (7)	5.3 Geographical Coverage and Scale	Bidder requests MPSC to clarify whether the deployment ratio is to be calculated venue-wise (504/72 = 7 active + 4 standby per venue) or sub-centre-wise, and whether minimum machine count per venue is fixed irrespective of candidate strength.	Clause 5.7.2.2 (2) specifies one QR code scanning machine per 72 candidates and one standby for every 144.	No change.
34	5.5.4	5.5 Purpose / Objective	Will MPSC publish, post-award, an indicative annual volume break-up across each of the six service categories so that the Service Provider can plan inventory, manpower and infrastructure? Kindly confirm whether any indicative offtake commitment exists for each service line.	Clause 4.1.10 states no minimum volume is guaranteed.	No change.
35	5.6.15	5.6 General Terms Governing Scope of Work	Bidder requests MPSC to confirm whether 7 days is sufficient to download data into all hand-held devices (Clause 5.7.4 (14) requires data sync 2 days before exam), and whether MPSC will allow secure pre-loading of partial data more than 7 days in advance.	Clause 5.6.16 states that candidate details (Name, Roll No., Photo) will be shared 7 days prior.	No change.
36	5.6.17	5.6 General Terms Governing Scope of Work	Will MPSC mandate empanelment of cloud service providers from MeitY-empanelled list, or any specific cloud (e.g. GoI Cloud / GI-Cloud / specific CSP)? Also, kindly clarify the expected RPO/RTO for DR and whether the cost of DR setup is to be amortized in the per-candidate/per-camera unit rates.	The Service Provider shall maintain the entire database and Application Server at two different seismic zones within India, making one site as DC (Data Centre - Cloud-based) and other site as DR (Disaster Recovery – Cloud-based).	No change.
37	5.6.20	5.6 General Terms Governing Scope of Work	Bidder requests MPSC to harmonize and confirm the exact data retention period as mentioned in Clause 4.7.6 (4) of Chapter 4 and Clause 5.6.20.	Clause 4.7.6 (4) of Chapter 4 states data shall be destroyed one year after conduct of examination or declaration of result whichever is later. The two clauses appear consistent in spirit but differ in the threshold (30 days vs 1 year post result).	No change.
38	5.6.26	5.6 General Terms Governing Scope of Work	Are VAPT / CERT-In empanelled audits mandatory, and if yes, how frequently during the contract period?	To ensure compliance and budget for third-party security audits	As per law.
39	5.6.28	5.6 General Terms Governing Scope of Work	Bidder requests MPSC to clarify the specific use-case envisioned for Blockchain and WhatsApp under this engagement (e.g. immutable audit trail / candidate notifications), and whether such integration is included within the quoted unit rates or treated as Change requests under Clause 2.6.	Incorporation of software technologies such as AI, Block chain, WhatsApp and open-source frameworks shall be done prior to the Go-Live of the Project i.e. prior to provision of services for first exam under the project and any requirement pursuant to the Go-Live shall fall under change request mechanism and shall require additional cost.	No change.
40	5.7.1.3 (6)	5.7.1.3 Frisking/Screening through Hand Held Metal Detectors (HHMD)	Bidder requests MPSC to clarify whether the minimum is per Centre (location) or per Sub-centre/Venue (each building/premises), since the gender ratio at MPSC examinations can be highly skewed.	Clause 5.7.1.5 (7) further states that at every sub-centre minimum one frisking enclosure for female, 1 female and 1 male staff with metal detector has to be deployed.	No change.

41	5.7.1.4 (1)(i)	5.7.1.4 Screening through Door Frame Metal Detectors (DFMD)	Where a sub-centre has multiple entry gates that are operationalized for crowd-management, will MPSC reimburse DFMDs for each gate, or is one DFMD per sub-centre adequate? Also kindly confirm whether DFMD is mandatory for every examination, or invoked only for select examinations (since the price schedule has separate line items for HHMD and DFMD).	The Service Provider shall deploy minimum One (1) DFMD per entry gate at each Examination Sub-Centre/Venue.	No change.
42	5.7.1.5 (4)	5.7.1.5 General Instructions / Conditions	Bidder requests MPSC to clarify: (a) infrastructure for the deposit counter (tent/shed/lockers) and whether to be provided by service provider, (b) liability cap, and (c) staffing norms for the deposit counter.	Clause 5.7.1.5 (14) requires the service provider to provide a deposit counter outside exam premises (without liability for valuables).	No change.
43	5.7.1.5 (10)	5.7.1.5 General Instructions / Conditions	Bidder requests MPSC to clarify whether the 20-minute wait time is measurable per candidate from gate-arrival to entry-into-room, and whether the 20-minute SLA shall be measured by the SLA management tool referred to in Clause 3.4.2 or by some other audit mechanism.	Considering up to 1475 sub-centres for a single examination (Clause 5.3.3), sourcing 1475 verified Ex-Servicemen/Ex-Policemen for every shift is operationally challenging.	No change.
44	5.7.1.5 (33b)	5.7.1.5 General Instructions / Conditions	Will MPSC permit equivalent qualified ex-paramilitary / private security supervisors with police-verification, or is the Ex-Serviceman/Ex-Policeman criterion strictly mandatory?	Required for better estimations	As per tender conditions.
45	**5.7.2.1 (2)**	5.7.2.1 Objective	Will the choice of biometric mode (fingerprint / IRIS / palm) be made by MPSC examination-wise in the Work Order, or is the bidder expected to deploy any one mode universally? Kindly clarify so that pricing is aligned.	IRIS and palm devices have significantly different unit-economics from fingerprint devices	As per tender conditions.
46	**5.7.2.2 (4)**	5.7.2.2 Scope and Functional Requirement	Bidder requests MPSC to clarify the certification requirement for facial-recognition modules and palm-capture devices (Clause 5.7.2.1 (2)(iii)), as STQC equivalents may not exist. This should be in 5.7.3 (CIPL).	STQC certification is presently available primarily for fingerprint and IRIS scanners.	As per tender conditions.
47	**5.7.2.3 (3)**	5.7.2.3 Scope of Work / Services	Bidder requests MPSC to confirm that one single integrated tablet/handheld will be acceptable per 72 candidates, rather than separate devices for each function.	If the same hand-held device is to perform QR code scanning, biometric capture and facial recognition (Clauses 5.7.2 + 5.7.3).	As per tender conditions.
48	5.7.3 (20)	5.7.3 Biometric Authentication and Attendance Marking Services	Bidder requests MPSC to confirm: (a) the indicative size and material of the hologram, (b) whether the hologram cost is included in the per-candidate biometric authentication rate or treated as additional reimbursable, and (c) lead-time required by MPSC for finalizing hologram artwork before each examination.	Clause 5.7.3 (21) states the cost of hologram will be borne by the service provider, and the matter on the hologram will be finalized after mutual discussion which may be different for each exam.	As per tender conditions.
49	5.7.3 (28)	5.7.3 Biometric Authentication and Attendance Marking Services	Bidder requests MPSC to confirm whether scribe details (Aadhaar/photo) will be shared along with candidate data 7 days prior, and whether scribes are counted within the per-candidate billing or treated as additional billable units.	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.	As per tender conditions.
50	5.7.4 (3)	5.7.4 General Instructions for Scanning / Verification of QR Code Biometric Authentication	Bidder requests MPSC to confirm whether the 8–10 hour backup applies to handheld biometric/QR scanners only, or also to tablets used for facial-recognition and network routers. Also kindly clarify whether external power-banks count toward this backup requirement.	All the devices provided should be in working condition for all purposes and they should have minimum 8 to 10 hours backup power supply on the day of the examination.	As per tender conditions.

51	5.7.4 (14)	5.7.4 General Instructions for Scanning / Verification of QR Code Biometric Authentication	Bidder requests MPSC to clarify whether bulk pre-sync at central warehouse and dispatch to sub-centres is acceptable, given the logistic complexity of last-mile sync at every venue.	Clause 5.6.16 indicates candidate data is shared 7 days before exam. With 1475 sub-centres requiring D-2 sync.	As per tender conditions.
52	5.7.5.2 (5)	5.7.5.2 The Scope and Functional Requirement	Bidder requests MPSC to clarify: (a) whether the 10x12 ft. video wall is to be set up only at MPSC Headquarters (CBD Belapur, Navi Mumbai) or also at examination cities, (b) whether the video wall is to be capitalized once and amortized across exams, or set up afresh per exam, and (c) whether MPSC will provide the physical Control Room space and primary power.	A video wall of minimum dimensions 10 x 12 feet, along with the requisite computers, display systems, networking equipment, and trained manpower, shall be provided and operated by the Service Provider at the Control Room.	At MPSC Headquarter.
53	5.7.5.2 (7)	5.7.5.2 The Scope and Functional Requirement	Bidder requests MPSC to clarify: (a) acceptable resolution/FPS/bitrate for archival, (b) whether handover is on physical encrypted HDD (Clause 5.7.5.4 (5)) or via secure download link, and (c) whether the 10-day window starts from last exam date or from each exam date	Considering approximately 19,433 rooms (Clause 5.3.3 (5)), the storage size for HD recordings of a single examination day can run into hundreds of terabytes.	As per tender conditions.
54	5.7.5.3 (1)	5.7.5.3 Detailed Scope of the Work	Bidder requests MPSC to confirm whether the same unit rate applies to all camera types regardless of location and field-of-view requirement.	The Price Schedule provides a uniform 'Per Camera Per Shift' rate without distinguishing between classroom cameras, entry/exit gate cameras and control-room cameras.	As per tender conditions.
55	5.7.5.4 (2)	5.7.5.4 Technical Features of Cameras / Machines	Bidder requests MPSC to clarify whether the 10-hour backup is to be designed at the camera-level (battery-built-in cameras) or at the system-level (UPS/inverter for camera + NVR + router).	Most fixed CCTV cameras draw power from a central NVR/PoE switch.	As per tender conditions.
56	5.7.6 (1)	5.7.6 SIP Enabled Phones at Examination Sub-Centres	Bidder requests MPSC to confirm: (a) whether SIP phones are to be VoIP over wired internet (immune to jammers) or cellular-VoLTE (will be blocked), and (b) connectivity medium mandated (broadband / leased line / GSM).	Mobile jammers operate at every venue (Clause 5.6.26).	SIP phones - VoIP over wired internet
57	5.7.7 (4)	5.7.7 Photograph Quality Check and Facial Comparison for Candidate Verification	Bidder requests MPSC to clarify the volume of historical photographs to be compared (e.g. last 3 years vs last 10 years), and whether MPSC has a digital archive of past candidate photographs in standardized format ready for ingestion.	The volume directly impacts compute cost for face-matching.	As per tender conditions.
58	5.7.7 (7)	5.7.7 Photograph Quality Check and Facial Comparison for Candidate Verification	Bidder requests MPSC to confirm the metric used to measure accuracy (FAR / FRR / TAR @ FAR=1%), the testing dataset, and the auditor who will certify the accuracy.	Industry-standard face-recognition reports use NIST FRVT-style metrics; kindly indicate the preferred standard.	As per tender conditions.
59	5.8.2	5.8 Ownership of Source Code and Licensing	Bidder requests MPSC to confirm that 'source code ownership' applies only to custom-developed integration/middleware and not to underlying licensed third-party software/SDKs.	Bidder typically builds on proprietary biometric SDKs, AI-analytics engines and VMS platforms that are licensed from OEMs and cannot be transferred.	As per tender conditions.
60	5.11.13	5.11 Deployment of Personnel	Bidder requests MPSC to clarify the cut-off period within which the Centre In-Charge must counter-sign the completion certificate and the recourse mechanism if sign-off is delayed beyond control of the service provider, since this affects payment release.	Centre In-Charges are MPSC-appointed officials and may not be readily available post-exam for sign-off.	As per tender conditions.

61	3.1.1	3.1 Payment Schedule	Bidder requests MPSC to consider: (a) milestone-based mobilization advance (e.g. 10–15%) against bank guarantee, or (b) reimbursement of one-time mobilization cost as a separate line item, especially for the first examination.	The service provider has to procure and deploy CCTV cameras, biometric/QR devices, DFMDs/HHMDs, video wall, VMS licences etc. — much of which is capex-intensive — but bills only post-service per candidate / per camera.	No change.
62	3.1.13	3.1 Payment Schedule	Bidder requests MPSC to consider releasing payment within 30–45 days from acceptance of services, or include a delayed-payment interest clause as per MSME Act 2006 / RBI norms.	A 90-day payment cycle on post-service billing combined with the 5-year contract creates significant working-capital strain.	No change.
63	3.4.3.1	3.4.3 SLA Monitoring	MPSC is requested to clarify regarding the responsibility of making the payment due to the proposed third party. MPSC is also requested to convey the modalities for review of the SLA reports submitted by the Service Provider.	Third Party Auditor is appointed at Authority's cost and expense.	No change.
64	3.4.4.1 (11)	3.4.4 Penalty	Bidder requests MPSC to consider capping the per-incident penalty so that aggregate penalty for a single examination remains within the 5% cap stated in Clause 3.4.1.8.	The current formulation allows multiplicative penalties (10x per camera × N missing cameras × N shifts) which can theoretically exceed the work-order value.	No change.
65	4.1.1	4.1 Period of Contract	With 5-year contract duration and India's prevailing inflation, Bidder requests MPSC to consider an annual price-escalation index (e.g. WPI/CPI-linked) from Year 2 onward.	Clause 3.3.5 states "All rates and charges once agreed in the contract shall be fixed for the entire duration of contract" and Clause 3.3.6 disallows pass-through of tax rate changes.	No change.
66	4.1.1	4.1 Period of Contract	MPSC is requested to provide a clear contract period of 05 years as the same shall facilitate the Service Provider to apportion the cost over 05 years.	Considering the scale of proposed investment to be made by the Service Provider for arranging the material and manpower in providing all the services under the project.	No change.
67	4.6.1	4.6 Security Deposit / Performance Guarantee	Bidder requests MPSC to indicate the indicative annual notional contract value for Year-1, or the basis on which it will be communicated in the LoA, so that Bidder can arrange the bank-guarantee facility in time.	Submission of Performance Security within tender timeline.	As per tender conditions.
68	4.12.1	4.12 Sub-Contract	The support of OEMs for certain tasks limited to installation / deployment / commissioning & maintenance support related to their respective product/equipment should be permitted without requirement of pre-approval for delivery of scope of work by the Service Provider.	Bidder shall utilize service of external third-party OEMs for fulfilment of scope of work.	As per tender conditions.
69	Note (2)	Annexure-9	Bidder requests MPSC to clarify: (a) whether weights are assigned to each line item based on indicative volumes, (b) whether L-1 is determined on a single composite weighted average, and (c) the rationale for averaging unit-rates that are denominated in different UoM.	The nine line-items in the Price Schedule have widely different cost structures (e.g. CCTV per camera per shift vs Photograph quality check per photograph). Computing a simple arithmetic average across heterogeneous units of measure is not commercially representative.	As per tender conditions.
70	Note (3)		Bidder requests MPSC to clarify: (a) whether the L-1 bidder must match each other bidder's lowest line-item rate (which can result in selecting prices below the bidder's own bid), (b) whether the L-1 bidder may decline to match and forfeit the award, and (c) whether the matched price will form the basis of all Work Orders for the entire 5-year contract period.	Price received post price discovery on e-portal may not be modified as per extant guidelines pertaining to public procurement.	As per tender conditions.