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**PUBLIC SERVICE COMMISSION**  
**WEST BENGAL**  
161A, S. P. MUKHERJEE ROAD  
KOLKATA – 700 026

**Quotation No. 6/2020 (Estt)**

**Date:11.03.2020**

**NOTICE INVITING QUOTATION**

Sealed Quotations in prescribed format duly superscribed as “**Quotation for Annual Comprehensive Maintenance Contract (AMC) of BIOMETRIC ATTENDANCE SYSTEM**” are hereby invited from reputed agencies having adequate experience in implementation & maintenance of Biometric Attendance system in Govt. /Govt. Aided/Govt. Undertaking/PSU/Banks/Reputed Private Limited organisations. Quotation will be received in the tender box no. 2 kept in the chamber of the Accounts Officer, Public Service Commission, West Bengal, 8th floor, 161-A, S.P. Mukherjee Road, Kolkata – 700026 up to 13:30 hours on 27.03.2020 and opened at 15.00 hours on the same day. Details can be downloaded from the website of Public Service Commission, West Bengal i.e., <https://wbpsc.gov.in>

**1. Scope of Work:**

**Annual Comprehensive Maintenance** of the Biometric Attendance system in the office of the Public Service Commission, West Bengal. The configuration details of the Biometric Attendance machines are mentioned below:

DESCRIPTION	QUANTITY
Fingerprint system in built with Card Reader Finger templates 3000 Logs 1,00,000 Model X990 eSSL make.	8 (eight)

**2. Eligibility Criteria:**

- The bidder should have experience of working in at least 3 similar projects in Govt./Govt. Aided/Govt. Undertaking/PSU/Banks/Reputed Private Limited organisations for their Annual Maintenance of Biometric Attendance System in last 3 years (Work order or credential certificate to be attached).
- The bidder must be a proprietorship/partnership/Pvt. Ltd. / Limited organization.
- The bidder’s average annual turnover should not be less than INR 10(ten) lakhs in last three financial years 2016-2017, 2017-2018, 2018-2019 (CA certificates to be attached).
- The bidder must have registered office in Kolkata with proper infrastructure and trained resources.(self certificate to be attached).
- The bidder has not been blacklisted/debarred by any Govt. Department/PSU/Universities/ Academic Bodies or any other firm for unethical conduct or fraudulent practices during its tenure of operation (self declaration to be attached).

- The bidder should either have a **valid contract with the Original equipment Manufacturer (OEM) (in this case eSSL)** OR should provide a **declaration that they have the technical competence to provide the maintenance service and supply software and hardware spare replacement and modification of software(if necessary)**.

### **3. Period of Validity of Contract:**

The contract shall remain valid for a minimum period of 1 year, which may be extended for further period subject to the decision of the commission. The price offers shall remain firm within the currency of contract and no escalation of price will be allowed. The quoted offer and / or rate must be valid for a minimum period of 365 days from the date of placing the work order. The quotation inviting authority reserves the right for seeking extension of validity of offered rates from the successful bidder.

Acceptance of such request during actual offer is however optional to the bidder. The price validity will remain unaltered irrespective of any reason including foreign exchange rate variation. Variation in statutory rate levied by Government will however be reflected for both reduction and escalation.

### **4. Period of Validity of Offer:**

The quoted price will be valid for a minimum period of 180 days from the date of opening the Quotations. Offer once submitted cannot be withdrawn till the finalization of quotation. In case offer is withdrawn, EMD submitted shall be forfeited.

In exceptional circumstances PSCWB may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing.

### **5. Right to accept or reject any proposals:**

- PSCWB reserves the right to annul the Quotation process, or to accept or reject any or all the proposals in whole or part at any time without assigning any reasons and without incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for such decision.
- PSCWB reserves the right to reject or accept any quotation or part thereof at any stage or to split any order without assigning any reason. Withdrawal of quotation or any revision after submission of quotation by the Bidder will not be allowed.

### **6. Earnest Money Deposit and Security Deposit:**

This bid should be accompanied by an Earnest Money Deposit of Rs. 5,000/- (Rupees Five Thousand only) payable through T.R. Challan no.-7 (Should be Tendered in R.B.I., Kolkata only) in favour of "Account Officer, Public Service Commission, West Bengal" under the head of account "8443-Civil deposit-00-103-Security Deposit-001-Earnest Money-07-Deposit" (Code "8443-00-103-001-07"), Treasury Code CAC and the original challan must accompany the quotation.

The offer without EMD shall be considered as unresponsive and would be rejected.

Earnest money will be refunded to the unsuccessful bidders after receiving application from them on completion of quotation process. In case of successful bidder, the earnest money will be retained till completion of AMC. In case of the successful bidder being exempted from EMD, security deposit of INR 5,000/- (Rupees Five thousand only) need to be furnished in the form of Bank Guarantee in favour of

The Accounts Officer, Public Service Commission, West Bengal for a validity period of 60 days more than the contract period.

Earnest money/Security Deposit of the bidder is liable to be forfeited in case of any false submission/statement. In case of any refusal to abide by terms and conditions or refusal to enter into a written agreement as per prefixed terms and conditions or failure to provide maintenance service contrary to declaration provided, the authority is at liberty to forfeit earnest money/security deposit and take lawful actions.

**NOTE:** The bidders who already have participated in the previous quotation process (Q. No. 2/2020(Estt) dt. 10.02.2020) for maintenance of Biometric Attendance system are exempted from depositing the EMD. They need to submit the copy of the previous challan or a self-declaration mentioning the same.

#### **7. Exemption under NSIC/MSME:**

Micro, Medium and Small Enterprises registered with the NSIC/MSME are exempted from submission of EMD Deposit on production of requisite proof in the form of valid certification from NSIC/MSME for the tendered services.

#### **8. Submission of Bids:**

- Bid should be submitted in closed envelope super scribing the quotation notice no. and should be addressed to the Secretary, Public Service Commission, West Bengal.
- Last date of submission of bid is 27.03.2020 till 13:30hrs.  
Bid will be opened on the same day at 15:00 hrs.
- If any of the essential documents are not found in the quotation, the bid will be summarily rejected.
- The bidder is requested to quote their rate in both figures and words. Rate should be offered inclusive of all taxes and duties, as applicable.

#### **9. Essential documents to be submitted with the Technical Bid:**

- PAN card
- Service Tax/GST Registration Copy
- Annual Turnover Certificate by a Chartered Accountant
- Trade License
- Credential of similar nature of work
- IT returns for last 3 years
- Photocopy of contract with OEM (in this case eSSL) OR Declaration regarding competence to provide maintenance service.

#### **10. General Terms & Conditions:**

- If any issue is reported to the Biometric Attendance maintaining authority, the resolution time for the same would be 8 working hours.
- Routine health check up of the system has to be performed on a monthly basis and the report needs to be submitted to the office of the commission.
- The **vendor** shall provide the details regarding the name, telephone number, email ID, and FAX number etc. of contact persons who shall register the complaints. The list of holidays for the vendor shall also be provided by the vendor. The contact details during holidays & non-working hours shall be provided to meet PSCWB's emergency requirements. The complain number shall

be provided when the fault is reported and the record of the same shall be maintained in a well defined manner by the vendor indicating the time taken to close the complaint.

- The Maintenance includes Routine, Preventive & Corrective maintenance of the system and its peripherals. The AMC shall cover labour charges, required spares, wear & tear of components, burnt components, breakage and consumables.
- PSCWB reserves the right of getting the systems/ equipments attended by any other agency if the complaints are not rectified to the satisfaction of PSCWB within 48 hours from the time of fault report. The cost of such repairs etc. shall be at the risk and cost of the vendor.
- In case the fault cannot be rectified at the premises and the system/equipment needs to be taken out of the premises, the vendor shall provide a standby system/equipment of Similar/equivalent configuration till the original system/equipment is replaced after rectification.
- All the faults attended irrespective of the nature (routine & corrective) shall be entered in a call sheet and got signed by the user. One copy of the call sheet is to be submitted monthly at the end of each month to the coordinator identified by PSCWB.
- The list with the systems/equipments indicating the completion of Preventive Maintenance with the users signature is to be submitted at the end of every month. Necessary format shall be developed in coordination with the contractor and PSCWB's nominated co-ordinator.
- The vendor shall submit at the end of each month, the details of complaints booked with the vendor and their clearance. It is necessary to mention the time of logging in the compliant and the time of final rectification.

#### **11. Opening of Price Offer:**

Price offer will be opened in presence of the bidder's representative who will be present at the time of opening of the price offer.

#### **12. Evaluation Criteria:**

Evaluation of Price Offer shall be done as a package i.e. total value of all the items shall be taken as the criteria for evaluation. Bidders quoting partly shall not be considered.

#### **13. Performance:**

PSCWB shall assess the vendor's overall performance with respect to quality and adherence to time schedule of work done at regular interval and take a decision regarding assigning further work to it. In case the performance of the agency is found to be unsatisfactory, PSCWB may terminate the contract with the vendor.

#### **14. Termination of contract:**

PSCWB may, without prejudice to any other remedy under this Contract and applicable law, reserves the right to terminate for breach of contract by providing a written notice of 30 days and terminate the contract either in whole or in part without assigning any reason.

#### **15. Subletting of contract:**

The vendor shall not assign and/or sub-let contract or any part thereof or any benefit or interest therein or there-under without the prior written consent of PSCWB, and such consent shall not relieve the vendor from any liability or obligation under the contract and it shall be fully responsible for the acts/defaults and neglects of the vendor.

## **16. Force Majeure Condition:**

If the execution of the contract is delayed beyond the period stipulated in the work order as result of outbreak of hostilities, declaration of an embargo or blockade of road, fire, flood or any such act of nature, then commission may allow such additional time by extending the project execution timeframe as considered to be justified by the circumstances of the case and its decision will be final. If additional time is granted by the commission, the work order shall be read and understood as if it had contained from its inception the execution date as extended.

## **17. Inspection clause:**

PSCWB has the right to inspect the systems during the execution of AMC to ensure proper upkeep of the systems and performance of annual maintenance contract. The vendor shall provide substitute equipment in case of any fault in system etc. if same is to be taken out for repair.

## **18. Other Conditions:**

- Offer received through fax or through open letter shall be ignored.
- PSCWB reserves the right to cancel the quotation without assigning any reasons.
- The successful bidder has to sign an AMC Agreement with PSCWB.

## **19. Governing Laws:**

This Quotation Document and the contract shall be governed by and interpreted in accordance with Laws in force in India. The courts at Kolkata shall have exclusive jurisdiction in all matters arising under the contract.

## **20. Penalty Clause:**

- In case of supply of the sub- standard items / services, any such items determined by the appropriate authority will not be accepted and the payment for such items will not be made to the supplier.
- Financial Penalties will be applied for deficiencies in services / supplies during the period of the quotation and its subsequent extensions for delay in the supply of items / services.
- In case of repetitive deficiencies in services, Security deposit of the vendor is liable to be forfeited.

## **21. Payment Terms:**

The AMC charges will be paid at the end of every 4 months on submission of pro-rated bill (33.33% of the total amount) supported with document mentioned in General Terms & Conditions (Preventive Maintenance Reports, copies of Call Reports and details of complaints booked). Payment will be released on certification of IT Cell, PSCWB.

## **22. Disputes and Arbitrations:**

In case of any dispute or differences, breach and violation relating to the terms of this agreement, the said dispute or difference shall be referred to the sole arbitration of the Chairman, Public Service Commission, West Bengal or any other person appointed by him. The award of the arbitrator shall be final and binding on both the parties.

In the event of such arbitrator to whom the matter is originally referred to vacates his office on resignation or otherwise or refuses to do works or neglecting his work or being unable to act as arbitrator for any reason whatsoever, the Chairman shall appoint another person to act as arbitrator in the place of outgoing arbitrator and the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by the predecessor. The Contractor will have no objection in any such appointment that arbitrator so appointed is employee of PSCWB. The adjudication of such arbitrator shall be governed by the provision of the Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof or any rules made thereof.

The arbitration shall be held in Kolkata only.



System Analyst,  
Public Service Commission, West Bengal

To  
 The Secretary  
 Public Service Commission, West Bengal  
 161-A, S. P. Mukherjee Road, Kolkata-700026

Sir,

In response to your **Quotation No.** \_\_\_\_\_ **dated** \_\_\_\_\_ for **Annual maintenance of Biometric Attendance system** at the office of the Commission; we hereby submit our offer herewith.

1. Bidder Name: \_\_\_\_\_

2. Website Address (If applicable): \_\_\_\_\_

3. Email Address: \_\_\_\_\_

4. Address for Communication: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5. Telephone Number: \_\_\_\_\_

6. Authorised Person - Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Mobile No. : \_\_\_\_\_

Email ID : \_\_\_\_\_

7. Alternate Person - Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Mobile No. : \_\_\_\_\_

Email ID : \_\_\_\_\_

8. PAN Number: \_\_\_\_\_

9. GST Regn. No. : \_\_\_\_\_

10. Particulars of EMD (If applicable) : \_\_\_\_\_

11. Turnover of the Bidder in last 3 years (Please submit copy of Annual Report)

**Year** **Turnover in Rs.**

2016-2017

2017-2018

2018-2019

**Average Turnover**

12. Details of similar work order executed during last 3 years (Please submit copy of Work order/Completion certificate from the client)

Description of the Work/Order Executed	Value of Work/Order Executed	Name of the Client	Start Date	Finish Date

13. Are you a MSME/NSIC unit? If yes, please furnish Registration Details, Name of the DIC /State.

\_\_\_\_\_  
 \_\_\_\_\_

14. Following Documents are submitted to substantiate other eligibility criteria.

- i) \_\_\_\_\_
- ii) \_\_\_\_\_
- iii) \_\_\_\_\_
- iv) \_\_\_\_\_
- v) \_\_\_\_\_
- vi) \_\_\_\_\_
- vii) \_\_\_\_\_

**DECLARATION**

1) We have read and understood the terms & conditions of the above mentioned quotation and comply with all Terms & Conditions of your Quotation.  
(In case of any deviation the Bidder must attach a separate sheet clearly mentioning the Clause No. of the Quotation and Deviation thereto)

2) We certify that the information mentioned above are true and correct to best of our knowledge.

Place:  
Date:

Signature of Authorised Signatory  
Name:

Designation:

Seal:

**Price Offer:**

**NOTE:** The Commission reserves the right to accept or reject any quotation without assigning any reason whatsoever. The commission also reserves the right to accept either in whole or part of a quotation.

**DECLARATION**

I/We have read and understood the terms & conditions of the above mentioned Quotation and comply with all Terms & Conditions of your Quotation.  
(In case of any deviation the Bidder must attach a separate sheet clearly mentioning the Clause No. of the Quotation and Deviation thereto)

Place  
Date:

Signature of Authorised Signatory  
Name:

Designation:

Seal: