

MUNICIPAL CORPORATION OF GREATER MUMBAI

HR Department

Sub: Tender for Supply, Installation, Support and Maintenance of Aadhaar Enabled Biometric Attendance System Devices for BEST

The Commissioner of Municipal Corporation of Greater Mumbai invites tender for Supply, Installation, Support and Maintenance of Aadhaar Enabled Biometric Attendance System Devices for BEST.

The vendors can get digital signature from any one of the certifying Authorities (CA's) licensed by the Controller of Certifying Authorities namely Safescrypt, IDRBT, National Informatics Centre, TCS, Customs, MTNL GNFC and e-Mudhra. MCGM has also opened a Help-desk at the CPD's office to help the vendors in this regard.

The Authority (MCGM) shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the tender or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

The successful bidder will have to pay the EMD @2% of the total cost of the tender as per Municipal procedures.

The Municipal Commissioner reserves the right to reject all or any of the e-Tender(s) without assigning any reason at any stage.

Sd/-

Executive (H R C)

1. Annexure-1: Eligibility Criteria

Pre-qualification criteria for Implementation Agency:

Sr. No.	Pre-qualification Criteria	Proof Documents required
1	The bidder should be a company registered under Indian Companies Act, 1956 or a Partnership Firm registered under Indian Partnership Act, 1932 or a Proprietorship firm or Limited Liability Partnership Firm under Limited Liability Partnership Firm Act 2008.	Copy of Certificate of Registration/Incorporation or Certified copy of Partnership Deed.
2	The bidder should have an average annual turnover of Rs. 12 Lakh from IT Services / System Integration Business (which includes IT hardware and software installation, maintenance and system integration) over the last three financial years (Financial Years: 2015-16, 2016-17 and 2017-18).	Copy of the audited Profit and Loss Statement of the company and Certificate from the Chartered Accountant clearly stating the turnover from specified areas of business.
3	The bidder should have a positive net-worth of as of 31/03/2018.	Audited Balance sheet as of 31/03/2018.
4	<p>The bidder must have executed at least 2 (two) work orders of similar work (i.e. (i.e. Supply of STQC Certified Finger Print devices / Integrated Attendance Devices with STQC certified scanner / Android Tablets) costing not less than Rs. 8 Lakh during the last 3 (three) financial years.</p> <p>Or</p> <p>The bidder must have executed at least 1 (one) work orders of similar work (i.e. (i.e. Supply of STQC Certified Finger Print devices / Integrated Attendance Devices with STQC certified scanner / Android Tablets) costing not less than Rs. 16 Lakh during the last 3 (three) financial years.</p>	<p>Copy of Work Order and Work Completion Certificate (in case of completed projects) signed by a competent authority clearly stating the scope and contact details of the reference person.</p> <p>In case of an ongoing project, the percentage of work completed for must be at least 50% and bidder must have a percentage completion certificate from the respective client for the same.</p>

5	The bidder must have at least 15 technical support staff (employees) on its payroll at the time of bidding that are engaged in Biometric Attendance System installation and maintenance.	Certificate from HR head of bidder along with the list of staff.
6	The Bidder should possess any ONE valid certificate from below: 1. ISO 9001: 2008 2. ISO 20000 3. ISO 27001	Copy of valid certificate
7	The Bidder should have or shall be ready to set up a project office in Mumbai Metropolitan Region (MMR) (Mumbai / Thane/ Navi Mumbai) in ONE month from the date of purchase order.	Lease/ Rental Agreement/ Utility Bill in the name of the company/Sale Deed or Declaration that the office will be set-up within a period of 30 days from the date of issuance of Letter of Intent.
8	The Bidder should have PAN Card.	Provide copy of PAN card.
9	The Bidder should have valid documentary proof of GST registration number.	Copy of GST registration number.
10	The Bidder should possess valid registration certificate under E.S.I.C, Act 1948 and valid registration certificate under E.P.F & M.P, Act 1952	Valid E.S.I.C and E.P.F registration certificates.
11	The Bidder should not have been blacklisted by Central Government or any State Government Organization / Department in India at the time of submission of the bid.	Declaration by the Bidder as provided in Annexure-2.1.
12	No consortium will be allowed to participate in the Bid	-

Pre-qualification criteria for product:

Sr. No.	Pre-Qualification Criteria	Proof Documents Required
1	<ul style="list-style-type: none"> • The Bidder must be authorized by OEM (Original Equipment Manufacturer) of AEBAS Devices in India. • The OEM should have minimum installation base of 300 Devices in India, in last three years from the date of publishing of this RFP • The OEM should have an established service centre in Mumbai/Thane/Navi Mumbai. • OEM should have experience of supply 10,000 nos. of STQC certified devices to Central Government / State Government or any PSU. • OEM should be STQC/UIDAI certified vendor. • OEM should be registered device (RD) vendor for Windows/Android as per UIDAI Ecosystem. • OEM turnover should be minimum Rs.100 crore during last financial year 2017-2018 with positive net worth. • OEM should be established in India and the company should be operational in India for at least last three financial years. <p>Note:</p> <p>If the OEM is bidding directly, it must submit a declaration on its letterhead which clearly states that the bidder is a manufacturer of the devices that the bidder is offering through this bid. The OEM must also fulfil all other bid conditions.</p>	<ul style="list-style-type: none"> • Manufacturer's Authorization Form from OEM. • OEM certification (on OEM letterhead) and Documentary Evidence for installation base and service centre. • List of Service centres with address and contact details. • Copy of purchase order/ Completion certificate in name of OEM or its dealer. • Valid STQC certificate. • Relevant valid certificates. • Necessary certificates issued by Chartered Accountant. • Relevant documents/ self-declaration by the authorized signatory of the OEM.

2. Annexure-2.1: Declaration Cum Indemnity Bond

DECLARATION CUM INDEMNITY BOND

(To be filled in and signed by the bidder and to be submitted on non-judicial paper of ₹500/- duly notarized by Notary Public. / First Class Magistrate along with bid)

I, _____ of _____, do hereby declared and undertake as under.

1) I declared that I have submitted certificates as required to Executive Engineer (Monitoring) at the time of registration of my firm/company _____ and there is no change in the contents of the certificates that are submitted at the time of registration.

2) I declared that I _____ in capacity as Manager / Director / Partners / Proprietors of _____ has not been charged with any prohibitory and/or penal action such as demotion, suspensions, black listing / de-registration or any other action under the law by any Government and/or Semi-Government and/or Government Undertaking.

3) I declared that, I have perused and examined the tender document including addendum, condition of contract, specification, drawings, bill of quantity etc. forming part of tender and accordingly, I submit my offer to execute the work as per tender documents at the rates quoted by me in capacity as _____ of _____.

4) I furthered declared that if, I am allotted the work and I failed to carry out the allotted work in accordance with the terms and conditions and within the time prescribed and specified, MCGM is entitled to carry out the work allotted to me by any other means at my risk and cost, at any stage of the contract.

5) I also declared that I will not claim any charge /damages /compensation for non-availability of site for the contract work at any time.

6) I Indemnify Municipal Commissioner and other officers of MCGM or their agents for any Damages, Loss or Injury, any legal suit, proceeding or legal action whatsoever that may be caused at any time by me or any other staff of _____ company, for the work undertaken and all such damage/s, injury or loss, legal suit, legal action, I shall be

solely responsible in individual as well as official capacity and such loss, damages, injury shall be made good and/or as the case may be shall be paid immediately by me / Company to the satisfaction of the MCGM.

Dated _____ day of _____, 20__

Identified by me.

Before me.

Advocate

3. Annexure-2.2: Affidavit for Best Price

(The affidavit should be given on ₹ 500 Stamp paper duly notarized by notary with red seal and registration number)

Bid/Quotation No. _____

To,
The Municipal Commissioner,
For the Municipal Corporation of Greater Mumbai

Sir,

“I/We(full name in capital letters, starting with surname), the Proprietor/Managing Partner/Managing Director/Holder of the Business/Manufacturer/Authorized Dealer, for the establishment/firm/Registered company, named herein below, do hereby, state and declare that I/We whose names are given herein below in details with the addresses have not filled in this quotation/tender under any other name or under the name of any other establishment/firm or otherwise, nor are we in any way related or concerned with any establishment/firm or any other person, who have filled in the quotation/tender for the aforesaid work”.

“I/We do hereby further undertake that, we have offered the best prices for the subject supply/work as per present market rates. **Further, we do hereby undertakes and commits that we have not offered/supplied the subject product/similar product/system or sub systems in the past one year in the Maharashtra State for quantity variation up to – 50% or + 10% at a price lower than that offered in present bid to any other outside agencies including Government/Semi Govt. agencies & within the MCGM also.** Further, we have filled in the accompanying quotation/tender with full knowledge of the above liabilities & therefore we will not raise any objection or dispute in any manner relating to any action, including forfeiture of deposit & blacklisting, for giving any information which is found to be incorrect & against the instructions & directions given in this behalf in this quotation/tender.

I/We further agree & undertake that in the event it is revealed subsequently after allotment of work/ contract to me/us, that any information given by me/us in this quotation/tender is false or incorrect, I/We shall be compensate the Municipal Corporation Of

Greater Mumbai for any such losses or inconvenience caused to the corporation in any manner & will not resist any claim for such compensation on ground whatsoever. I/We agree & undertake that I/We shall not claim in such case any amount, by way of damages or compensation for cancellation of the contract given to me/us or any work assigned to me/us or is withdrawn by the Corporation”.

However, in case of price difference, if it is a result of different tax structures, different Dollar value of Rupee, considering this aspect, before invoking the penalty, blacklisting etc. I/We will be given a reasonable opportunity of being heard by representing our case as to why such price variation/differential has been arisen.

In case, if the explanation submitted by me/us is unsatisfactory then action as stated above including forfeiture of deposit and blacklisting may be taken against me/us.

Full Signature of Bidder
with full name and rubber stamp

4. Annexure-2.3: Manufacturer's Authorization

No. Date

To,
Municipal Commissioner,
Municipal Corporation to Greater Mumbai,
Mumbai

Sub: Tender for.....
Tender No.....Dated..... Due Date.....

Dear Sir,

We are established and reputed manufacturer of do hereby say that.

- a) M/s.(Name and address) are our authorized Agents / distributors and we have authorized them to represent us to tender, negotiate and conclude the contract for the above goods, manufactured by us, with you for the above tender.
- b) We will accept the responsibility for the satisfactory execution of orders placed on the above said authorized agents/distributors.
- c) We will provide requisite inspection and testing facilities as and when required by MCGM at our factories before finalization of tender and / or in respect of orders placed on said authorized agents/distributors.
- d) The price quoted by the said authorized agents/distributors for this tender is reasonable and is not higher than what we would have quoted, had we participated in this tender.
- e) The challan prepared by the agents/ distributors would be accompanied by a certificate from us certifying that the stores covered under the challan have been manufactured by us.
- f) The stores offered and supplied by the said agent / distributor would bear our trade mark.

g) We will be responsible for the contractual obligations related to quality aspects, replacement of items, making available sufficient quantity as and when required etc during the contract period.

h) Our details are as under:

- I. Business Address: -
- II. Reg. Office Address: -
- III. Location of Manufacturing Unit:-
- IV. Tel. No.: -
- V. e-mail ID: -
- VI. Fax No.: -

Yours faithfully,

Name of signatory

Stamp

(This letter should be on letterhead of the manufacturer and should be signed by a person competent to bind the manufacturer.)

5. Annexure-2.4: Bidder's Profile

Particulars of Bidder (To be submitted in Bidder's Letterhead)

<i>Sr. No.</i>	<i>Particulars</i>	<i>Details</i>	<i>Proof Document Enclosed? (Y/N)</i>
1	Name of the Bidder		
2.	Registered Head Office with Postal Address and Telephone Numbers		
3.	Registered Mumbai Office with Postal Address and Telephone Numbers		
4.	Address and Contact information of Service Centres in Mumbai		
5.	Constitution of the Company		
6.	Name & Designation of the person authorized to make commitments to the Municipal Corporation of Greater Mumbai.		
7	Email Address		
8	Year of commencement of business		
9	Turnover of the company for last 3 years		
10	Profit of the Company for last 3 years		
11	GST Registration numbers		
12	PAN Document Number		
13	Mention all the third-party certification (Please enclose the copies of the certificates)		

14	Brief Description of facilities available with the Bidder.		
15	Bank Details (Type of Account, Account No., Bank name and Branch, MICR No., IFSC Code Etc.)		

Signature of the Bidder with stamp

6. Annexure-2.5: List of Approved Banks

- 1) As per the CA (F)'s Circular CA/FBK/39 Dt. 07.12.2012, the following banks with their Branches in Greater Mumbai up to Virar and Kalyan have been approved only for the purpose of accepting Banker's guarantee from 1997-98 onwards until further instructions.
- 2) The Banker's guarantee issued by branches of approved Banks beyond Kalyan and Virar can be accepted only if the said Banker's Guarantee is countersigned by the Manager of a Branch of the same bank within the Mumbai city limits categorically endorsing thereon that the said Banker's Guarantee is binding on the endorsing Branch of the Bank within Mumbai limits and is liable to be enforced against the said Branch of the Bank in case of default by the contractor / supplier furnishing the Banker's Guarantee.

State Bank of India and its subsidiary Banks.		
1. State Bank of India.	2. State Bank of Hyderabad.	3. State Bank of Hyderabad.
4. State Bank of Mysore.	5. State Bank of Patiala.	6. State Bank of Saurashtra.
7. State Bank of Travancore.		
Nationalized Banks.		
8. Allahabad Bank.	9. Andhra Bank.	10. Bank of Baroda.
11. Bank of India.	12. Bank of Maharashtra.	13. Canara Bank.
14. Central Bank of India.	15. Corporation Bank.	16. Dena Bank.
17. Indian Bank.	18. Indian Overseas Bank.	19. Oriental Bank of Commerce.
20. Punjab National Bank.	21. Punjab and Sind Bank.	22. Syndicate Bank.
23. UCO Bank.	24. Union Bank of India.	25. United Bank of India.
26. Vijaya Bank.		
Other Public-Sector Banks.		
27. Industrial Development Bank of India (IDBI)		
Private Sector Banks.		
28. Axis Bank Ltd.	29. Bank of Rajasthan Ltd.	30. Catholic Syrian Bank Ltd.
31. City Union Bank Ltd.	32. Development Credit Bank Ltd.	33. Dhanalakshmi Bank Ltd.
34. Federal Bank Ltd.	35. HDFC Bank Ltd.	36. ICICI Bank Ltd.

37. IndusInd Bank Ltd.	38. ING Vysya Bank Ltd.	39. Jammu and Kashmir Bank Ltd.
40. Karnataka Bank Ltd.	41. Karur Vysya Bank Ltd.	42. Kotak Mahindra Bank Ltd.
43. Lakshmi Vilas Bank Ltd.	44. Nainital Bank Ltd.	45. Ratnakar Bank Ltd.
46. SBI Commercial International Bank Ltd.	47. South Indian Bank Ltd.	48. Tamil land Mercantile Bank Ltd.
49. Yes Bank Ltd.		
Scheduled Urban Co-op. Banks Licensed to issued Bankers Guarantee.		
50. Abhyudaya Co-Op. Bank Ltd.	51. Bassein Catholic Co-Op. Bank Ltd.	52. Bharat Co-Op. Bank Ltd.
53. Bombay Mercantile Co-Op. Bank Ltd.	54. Citizen Credit Co-Op. Bank Ltd.	55. Dombivli Nagari Sahakari Bank Ltd.
56. Greater Mumbai Co-Op. Bank Ltd.	57. Janakalyan Sahakari Bank Ltd.	58. Janata Sahakari Bank Ltd.
59. Kalyan Janata Sahakari Bank Ltd.	60. Kapol Co-Op. Bank Ltd.	61. Mahanagar Co-Op. Bank Ltd.
62. Mumbai District Central Co-Op. Bank Ltd.	63. NKGSB Co-Op. Bank Ltd.	64. New India Co-Op. Bank Ltd.
65. Parsik Janata Sahakari Bank Ltd.	66. Punjab & Maharashtra Co-Op. Bank Ltd.	67. Rupee Co-Op. Bank Ltd.
68. Sangli Urban Co-Op. Bank Ltd.	69. Saraswat Co-Op. Bank Ltd.	70. Thane Bharat Sahakari Bank Ltd.
71. Thane Janata Sahakari Bank Ltd.	72. The Cosmos Co-Op. Bank Ltd.	73. The Shamrao Vitthal Co-Op. Bank Ltd.
74. The Zoroastrian Co-Op. Bank.		
State Co-op. Banks.		
75. The Maharashtra State Co-Op. Bank.		
Foreign Banks.		
76. ABN Amro Bank N. V.	77. Abu Dhabi Commercial Bank Ltd.	78. American Express Banking Corporation.
79. Antwerp Diamond Bank N. V.	80. Arab Bangladesh Bank.	81. Bank International Indonesia.

82. Bank of America.	83. Bank of Bahrain and Kuwait BSC.	84. Bank of Ceylon.
85. Bank of Nova Scotia.	86. Bank of Tokyo-Mitsubishi Ltd.	87. Barclays Bank Plc.
88. BNP Paribas.	89. China Trust Commercial Bank.	90. Shinhan Bank.
91. Citi Bank N.A.	92. Calyon Bank.	93. Deutsche Bank.
94. DBS Bank Ltd.	95. The Hongkong and Shanghai Banking Corporation Ltd. (HSBC)	96. J.P. Morgan Chase Bank N.A.
97. Krung Thai Bank Public Company Ltd.	98. Mashreq Bank psc.	99. Mizuho Corporate Bank Ltd.
100. Oman International Bank S.A.O.G.	101. Societe Generale.	102. Sonali Bank.
103. Standard Chartered Bank.	104. State Bank of Mauritius Ltd.	

7. Annexure-2.6: Bankers Guarantee (BG) Format (10% of Total Cost)

(Stamp duty as applicable)

THIS INDENTURE made this _____ day of _____ 20____, BETWEEN THE (**Name of the Bank and address**), Bank incorporated under the English/Indian Companies Acts and carrying on business in Mumbai (hereinafter referred to as “the Bank” which expression shall be deemed to includes its successors and assigns) of the first part (**Name of the Bidder**) inhabitants carrying on business at (**Bidder’s Address**) in Mumbai under the style and name of Messer’s (**name of the Bidder**) (hereinafter referred to as ‘the Contractor/s’) of the second part Shri. _____ **THE MUNICIPAL COMMISSIONER FOR GREATER MUMBAI** (hereinafter referred to as ‘the Commissioner’ which expression shall be deemed, also to include his successor or successors for the time being in the said office of Municipal Commissioner) of the third part and **THE MUNICIPAL CORPORATION FOR GREATER MUMBAI** (hereinafter referred to as ‘the Corporation’) of the fourth part WHEREAS the Contractor/s have submitted to the Commissioner Tender/Quotation for the execution of the work of _____ and the terms of such Tender/Quotation/ contract require that the Contractor/s shall deposit with the commissioner as earnest money and / or the security a sum of ₹ _____ (Rupees _____) AND WHEREAS If and when any such Tender/Quotation is accepted by the Commissioner the contract to be entered into in furtherance thereof by the Contractor/s will provide that such deposit shall remain with and be appropriated by the Commissioner towards the security deposit to be taken under the contract and be redeemable by the Contractors/ if they shall duly and faithfully carry out the terms and provision of such contract and shall duly satisfy all claims properly chargeable against them there under AND WHEREAS the Contractor/s are constituents of the Bank and in order to facilitate the keeping of the accounts of the Contractor/s, the Bank with

the consent and concurrence of the Contractor/s has requested the Commissioner to accept the undertaking of the Bank hereinafter contained, in place of the Contractor/s depositing with the Commissioner the said sum as Earnest Money and /or the security as aforesaid AND WHERE AS accordingly the Commissioner has agreed to accept such undertaking. NOW THIS AGREEMENT WITNESSES that in consideration of the premises, the Bank at the request of the contractors (hereby testified) UNDERTAKES WITH the Commissioner to pay the Commissioner upon demand in writing, whenever required by him, from time to time, so to do, a sum not exceeding in the whole ₹ _____ (Rupees _____) under the terms of the said Tender/Quotation and / or the Contract. The Bank Guarantee is valid up to _____ “Not withstanding anything what has been stated above, our liability under the above guarantee is restricted to Rs. _____ (Rupees _____ only) and guarantee shall remain in force up to _____ unless the demand or claim under this guarantee is made on us in writing on or before _____ all your rights under the above guarantee shall be forfeited and we shall be released from all liabilities under the guarantee thereafter.”

IN WITNESS WHEREOF

WITNESS (1)

Name and

Address

WITNESS (2)

Name and

Address

the duly constituted Attorney Manager

The Bank and the said Messer's _____

_____ **(Name of the Bank)**

WITNESS (1)

Name and

Address

WITNESS (2)

for Messer's _____

Name and

(Name of the Contractor)

Address

8. Annexure-2.7: Form of Pre-Contract Integrity Pact

The Bidder commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following: -

1. The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the MCGM, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.
2. The Bidder further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the MCGM or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Government.
3. The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
4. The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
5. The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the MCGM or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
6. The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the MCGM as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.
7. The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

8. The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

9. The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority may reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process

For the purposes of this Clause 9, the following terms shall have the meaning herein after respectively assigned to them:

1. “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process

2. “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any persons participation or action in the Bidding Process;

3. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

4. “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

Signature of Tenderer/Bidder

9. Annexure-2.8: Technical Specification

Device	Item	Specification	Bidder's need to mention Make/Model & Part Code
<p>Integrated Attendance Device Type-1:</p> <p>Integrated Android Tablet and Single Fingerprint Scanner device housed in rugged casing.</p>	<p>Android Tablet with 7 inch screen:</p>	<p>Processor- 1.0 GHz or above</p> <ul style="list-style-type: none"> • RAM- 1 GB or above • Internal Storage- 8GB or above • Expandable storage through micro SD, minimum 8 GB • USB Port- Minimum one Micro USB port and an optional additional USB 2.0 or above Port, Charging port with charger. • USB port should provide power supply to biometric device and support USB OTG. • Front facing Camera with VGA resolution • Internal Speakers • 7" Capacitive touch screen and minimum 800 x 480 pixel resolution or above, 16 M Colors • GSM SIM card slot (SIM Card Support Security 3DES with 2G & 3G support or better) 	

		<ul style="list-style-type: none"> • Min. Battery backup upto 120 minutes (2500 mAH or higher) • SAR values within acceptable range • Separate charging non-usb port with AC adapter 200-240 volt range • Micro USB host cable Connectivity Requirements • Mandatory 2G/3G mobile data support • WiFi IEEE 802.11b/g/n & Bluetooth 4.0 or above • Optional LAN (Ethernet) interface <p>Software Requirements</p> <ul style="list-style-type: none"> • Android 4.4.x Operating System or Above • Safety and other standards compliance – CE certification/ RoHS certification • Full featured Web Browser • Device should be RD Service enabled, Un-rooted and SafetyNet passed 	
	<p>Single Fingerprint Scanner Device for use</p>	<ul style="list-style-type: none"> • STQC certified Single Finger-print biometric device for Aadhaar Authentication with driver, in-built template extractor software/SDK 	

	with Android Tablet	<p>(mandatorily with license, if required)</p> <ul style="list-style-type: none"> • API/SDK for Android (4.4 and above) platform. • Device should be plug and play with any android (4.4 and above) tablet without need of any additional license to be deployed. • The device should have integrated micro USB or standard USB type connector. 	
		<ul style="list-style-type: none"> • Android Tablet and Single Fingerprint Scanner should be integrated in a rugged casing. • The Rugged Casing should comply with the following: The casing should be made of inflexible, solid material and can be of polycarbonate / thick plastic / acrylic / other tough material. <p>It should be of black colour and should have a glossy / matte finish Acrylic casings must have a thickness of at least 5 mm.</p> <p>Casing should be durable and should be able to withstand rough daily operational usage.</p> <p>The casing should not suffer any damage or dis-figuration on being</p>	

		<p>dropped from a height of up to 2 metres</p> <p>Tablet should be vertically oriented in the casing. This is important because the attendance application to be deployed is designed to run in vertical mode only.</p> <p>The casing should be designed to cover/hide the android task bar of the tablet. This is required to prevent misuse of any other functionality of the tablet.</p> <p>The casing should have provision to access the power/reset button of the tablet. The access should be easy but controlled. The vendor thus should make arrangements to provide an external tool to perform the power on/off and/or reset function of the tablet through the casing.</p> <p>The fingerprint scanner should be ergonomically placed to support ease of usage for biometric attendance in standing posture of the users.</p>	
<p>Fingerprint Scanner Device for use with Desktop</p>		<ul style="list-style-type: none"> • STQC certified single fingerprint biometric device for Aadhaar Authentication and extractor software/SDK 	

		<ul style="list-style-type: none"> • API/SDK for Windows (7.0 and above) platform. • Device should be plug and play with any Windows (7.0 and above) without need of any additional license to be deployed. • The device should have integrated USB 2.0 type connector. 	
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- Installation including cables, accessories and demonstration of the system shall be part of supply.
- All the add-on items shall function satisfactorily.
- All hardware items shall be with 2 years comprehensive warranty & support.

Bidders Stamp & Signature

10. Annexure-2.9: Notarized Irrevocable Undertaking

(On ₹ 500/- Stamp paper)

I Shri / Smt. aged, years Indian

Inhabitant. Proprietor/ Partner / Director of M/s.

resident at do hereby give Irrevocable undertaking as under;

- 1) I say & undertake that as specified in section 171 of CGST Act, 2017, any reduction in rate of tax on supply of goods or services or the benefit of input tax credit shall be mandatorily passed on to MCGM by way of commensurate reduction in prices.
- 2) I further say and undertake that I understand that in case the same is not passed on and is discovered at any later stage, MCGM shall be at liberty to initiate legal action against me for its recovery including, but not limited to, an appeal to the Screening Committee of the GST Counsel.
- 3) I say that above said irrevocable undertaking is binding upon me / my partners / company / other Directors of the company and also upon my / our legal heirs, assignee, Executor, administrator etc.
- 4) If I fail to compliance with the provisions of the GST Act, I shall be liable for penalty / punishment or both as per the provisions of GST Act.

Whatever has been stated here in above is true & correct to my / our own knowledge & belief.

Solemnly affirmed at

DEPONENT

This day of

BEFORE ME

Interpreted Explained and Identified by me.

11. Annexure-2.10: Non-Disclosure Agreement

This Non-Disclosure Agreement ("Non-Disc") is made and entered into ____ day of ____ month _____ year (effective date) by and between MCGM ("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 & 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 than 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, Proposals 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 following 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;

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 do 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 to Municipal Commissioner, MCGM

a) The arbitration proceedings shall be conducted in accordance with the (Indian) Arbitration & Conciliation Act, 1996 & 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 5 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,

For Company

Name:

Name:

Title:

Title:

WITNESSES:

1.

2.