



Tamil Nadu Public Service Commission

Tender No. 647, dated 11.01.2023

Limited Tender for modifying the Onscreen/ Physical Certificate Verification Module by incorporating new requirements in this Module, updating any other future requirements and to provide suitable training to the staff of the Commission with annual maintenance contract (AMC) for two years

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| Date of Tender Notice | 11.01.2023 |
| Clarification on the Tender Notice | @ 03:00 PM on 20.01.2023 |
| Last Date for submission of Tender | @ 03:00 PM on 30.01.2023 |
| Date of opening of Technical Bid & Commercial Bids | @ 04:00 PM on 30.01.2023 |
| Declaration of Qualified Bidder | 31.01.2023 |

Notice Inviting Tender

Sealed tenders in the prescribed format under two cover system containing Technical Bid and Financial Bid are invited from the reputed Firms for modifying the Onscreen/ Physical Certificate Verification Module by incorporating new requirements in this Module, updating any other future requirements and to provide suitable training to the staff of the Commission with annual maintenance contract (AMC) for two years as detailed in the Scope of the tender.

I. SCOPE OF THE WORK:

Development work

To develop and integrate the following new requirements in the existing software module;

1. Onscreen Certificate Verification (OCV) Training Module:

Onscreen certificate verification training program should be conducted in every alternate month to all the Commission's staff. In order to conduct the training program, a common training module ought to be developed and incorporated with the certificate verification module.

2. Module to combine OCV data of multiple phases

In certain instances, where onscreen certificate verification work happens in multiple phases, after completion of every phase of onscreen certificate verification, the bio-data is transferred to confidential section for further process. Upon processing, the confidential section finally publishes a list of selected candidates who are provisionally selected for oral test.

In furtherance to publication, the entire data of such candidates with their related documents, applications & their photographs and signatures ought to be transferred to the technical section concerned after combining data of multiple phases of OCV work. This process now being manually done ought to be automated.

3. To enable Bio-metric login to the Staff/Officers involved in this work

At present, the staff/officers deputed for certificate verification work access the OCV module using concerned login credentials for authentication. To have a security enhancement, it has been decided to enable biometric authentication. In view of this, necessary automation ought to be made.

4. Tamil eligibility test exemption module

As per relevant Government orders, differently abled candidates are exempted from appearing for compulsory Tamil eligibility test. In view of this, necessary automation ought to be made, to attest such candidates as those who are exempted from compulsory Tamil eligibility test.

5. Experience certificate verification module

As per relevant office orders, certificates pertaining to practical experiences ought to be shared with the concerned heads of departments for verification & acceptance/ rejection thereof and a web-based report ought to be obtained thereon. Results of such reports ought to be incorporated in OCV module for generation of list of candidates under various categories namely finally admitted, provisionally admitted/ rejected, at the end of OCV work. In view of this, necessary automation ought to be made.

6. Developing provisions to enable stamping of documents of candidates that were verified to be correct (finalized) at first level (At APD level) & moving such documents to concerned candidates in One Time Registration (OTR) module; and, if any subsequent changes occurs on status of such documents (status change to provisional for want of details, rejection for wrong claim & in any other situations that might arise), simultaneous changes have to be made in OTR module and verified stamp to be removed/modified, as per requirement.

Modifications required

7. PSTM Module (Persons studied in Tamil medium)

To develop provisions for verification of certificates for entire duration of study up to the prescribed educational qualification.

8. Communal Reservation Module

To develop provision for adding/removing a communal reservation category (CRC) dynamically. Provision has to be made for categorizing the sub-castes into a particular CRC.

9. Corrections in Auto Error Reports

To develop provision for generating the reports based on the outcome of certificate verification dynamically. Provision for adding/removing the columns along with their headings has to be made.

10. Other work:

Any other work not specified above, but required for Onscreen / Physical Certificate Verification Application shall also be done by the agency including modifications/ up-gradation of modules based on future requirements.

11. To provide training:

Suitable training to be provided to the staff handling the Onscreen / Physical Certificate Verification Module, as and when required.

12. Deployment of manpower:

Sufficient manpower shall be deployed in this project and at least one developer (or such number of developers as may be required by TNPSC) shall be deputed and made available in the TNPSC office premises, whenever required. The availability shall be ensured at any point of time i.e. even beyond official working hours and on Government Holidays.

II. TERMS AND CONDITIONS

1. The Agency shall be required to maintain the content management tool to make the Onscreen / Physical Certificate Verification Application dynamic and interactive.
2. The agency shall be required to find and rectify all the errors regarding the Onscreen / Physical Certificate Verification Application. The agency shall ensure uninterrupted execution of this module.
3. The agency shall also be required to redesign the Onscreen / Physical Certificate Verification Application in accordance to the mandatory requirements based on Government guidelines or the needs of TNPSC, from time to time.
4. Handing over of source code: A CD/DVD containing the backend software/source code shall be made available to TNPSC on installation and after every stage affecting the source code.
5. The agency shall undertake security audit for the Onscreen / Physical Certificate Verification Application, in case of inclusion of any fresh module or as and when necessary, from TNeGA empanelled agencies/auditors.
6. The agency shall have to provide security from virus/ vulnerable attacks and hacking of the Onscreen / Physical Certificate Verification App. In case of Virus or Hacking or vulnerable attack, the agency shall have to re-create/restore the Onscreen / Physical Certificate Verification Application as per the requirements of TNPSC.
7. The agency shall take instantaneous steps to resolve the issues/ vulnerabilities/ alerts, if any, noticed at any point of time or pointed out by any Government agency during the tenure of this contract.
8. The agency shall be required to undertake full responsibility of the safe custody, security of data supplied by TNPSC. It shall be ensured that there is no transmission of content in any form to any individual or institution outside the purview of Onscreen / Physical Certificate Verification Application maintenance.

9. The agency shall have to provide the training to the Commission's staff regarding Onscreen/Physical Certificate Verification Application.
10. The agency should engage experienced Professional personnel for the development.
11. Confidentiality clause: The selected bidder should take all actions that reasonably prudent persons in the Company business would take to undertake the intended work as confidential and proprietary, to protect against the loss, theft or unauthorized use of source code, and to protect and preserve the confidentiality of all Intellectual Property related to this project.

III. ELIGIBILITY:

1. The bidder should be a company registered under the Indian Companies Act 1956/2013 or firm.
2. The Service Provider should have at least 5 years of experience in execution of IT enabled services to Government departments, Public Sector Companies, Government autonomous organizations or reputed private companies. The Service Provider should have executed a minimum of 3 such contracts during last 3 years. The service provider should have provided trained manpower.
3. The bidder should have minimum annual turnover of Rs.25 Lakhs for preceding three accounting years. The annual turnover values for any three years between 2017-2018 and 2021-2022 shall be taken into account, owing to limitations in the conduct of business during the COVID period.
4. Joint Ventures & Consortiums are not allowed to participate in the bid.
5. The bidder should have registered office / operating branch at Chennai, Tamil Nadu.
6. Should have valid PAN number and GST Numbers for their firms.

IV. GENERAL CONDITIONS:

1. Incomplete Tenders are liable to be rejected. Conditional bids will not be considered and be rejected.
2. Successful vendor shall accept the work order within a week of receipt of work order failing which EMD will be forfeited.

3. Upon issuance of work order to the successful bidder, the requirements mentioned herein shall be completed at the earliest possible juncture. The agency shall divert necessary technical personnel for speedy implementation of the requirements mentioned herein; and, even if additional human resources are required, the same shall be promptly provided so that there is no disruption of services.
4. Only those firms which, in their individual capacity, satisfy the eligibility criteria, need to quote for this tender and the bids submitted by the bidders who do not fulfill the eligibility criteria will be summarily rejected.
5. The bidder should have the resources having knowledge in various software platforms (Software languages and database handling)
6. The bidder should establish the required infrastructure and provide necessary manpower.
7. The software shall be in Content Management System (CMS) so as to be user friendly and the staff of the TNPSC shall be enabled to change the content as per the requirements from time to time.
8. The bidder should provide all the source code to the TNPSC and training to the staff of TNPSC, as and when called for. All material/product, related source code & other connected intellectual property would be property of TNPSC and bidder should not reuse/replicate/transfer the same to anyone else. The bidder should provide all admin/ user manuals. The bidder should also provide support for all future upgrades/initiatives of TNPSC related to these modules.
9. The bidder should use the licensed, latest and legal software for the development of software modules. TNPSC prefers Open source software for this project.
10. All statutory obligations vests with the bidder. The Employee Provident Fund (EPF) and Employee State Insurance (ESI) contribution in respect of all employees shall be borne by the Service Provider.
11. The service provider should have valid license from the competent authority under the provisos of Contract Labour Act, 1970 and Contract Labour (Regulations & Abolition) Central Rules, 1971.
12. Working Hours: The normal working hours of TNPSC will be from 10.00 AM to 5.45 PM and five days a week (i.e. Monday to Friday). However in case of emergencies / exigencies or during examinations, the working hours and working days are likely to be extended i.e. even on Saturdays and Sundays / (24x7).

13. TNPSC will award the contract to the Tenderer whose Tender has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Tenderer is determined to be competent to execute the job satisfactorily. TNPSC shall however not bind itself to accept the lowest or any tender, wholly or in part.
14. TNPSC, reserves the right to accept or reject any Tender, and to annul the Tender process and to reject all bids at any time prior to award of the contract, without thereby incurring any liability to the affected Tenderer or Tenderers on the grounds of its action. The decision of TNPSC in this regard would be final and binding.
15. Entire activities shall be done by the successful bidder themselves and it should not be outsourced.
16. Corrupt or Fraudulent Practices: Bidders should observe the highest standard of ethics during the execution of contract. TNPSC will reject a proposal if it is found that the Bidder recommended for award has engaged in corrupt or fraudulent practice(s) while competing for the contract in question.
17. The company should not have been blacklisted by any State Govt. / Central Govt. Department /PSU for any reason.
18. Income Tax, GST and other taxes as applicable shall be deducted at source.
19. The bidder should enclose copies of documents substantiating their claims in this tender, failing which the tender will be rejected without any further information.
20. Page reference for the enclosed documents shall be made in the respective places of the eligibility conditions and other conditions, wherever necessary.
21. AMC is initially for a period of two years and based on the performance of the vendor, the contract period may be extended for one year subject to orders of the TNPSC.
22. Further, after completion of the contract period, the Company should continue the work for three (3) months or till the engagement of the next vendor, whichever is earlier so that the work is not hampered in any manner during the transition period.
23. Financial bid:
 - (i) The rate in the Financial Bid shall be quoted in respect of all activities (mentioned in the scope), i.e., for each activity separately, as mentioned in annexure-II to this tender document.

- (ii) No amount should be claimed other than that mentioned in the price bid for the work.
- (iii) No escalation in the rate quoted/ negotiated shall be allowed during the contract period (two years) or during the period of extension, if any.

24. The company is responsible for the smooth functioning of the software without any interruption throughout the contract period or during the period of extension, if any.

V. SUBMISSION OF BIDS:

1. Cover-I:

The Technical Bid should contain the signed Tender Document and Annexure-I (duly filled in and signed) along with documentary evidences substantiating the parameters indicated in the tender document & claims made in respect of each and every item mentioned in the Annexure-I.

2. Cover-II:

The Financial Bid should contain only price bid as in Annexure-II.

Note:- The above said two covers containing Technical Bid and Financial Bid shall be sealed and kept in a single outer cover. This outer cover shall be sealed and addressed to the Secretary, Tamil Nadu Public Service Commission, Chennai-3 along with the superscription "Sealed tenders modifying the Onscreen/ Physical Certificate Verification Module by incorporating new requirements in this Module, updating any other future requirements and to provide suitable training to the staff of the Commission with annual maintenance contract (AMC) for two years."

VI. SCRUTINY OF BIDS:

Cover-I (Technical bid) shall be opened by the Tender Scrutiny Committee on the date and time mentioned in this tender document to determine the substantial responsiveness. Scrutiny shall be carried along with conditions in the tender document to determine the substantial responsiveness of each tender. For this clause, the substantially responsive bid is one that conforms to all the eligibility and other conditions of this tender document without any material deviation.

Cover-II (Financial bid) shall be opened in the presence of representatives of bidders on the date and time mentioned in this tender document. The Bidder with the lowest rate would be awarded with the contract, subject to the fulfilment of tender conditions given in this tender document.

Note:

Scrutiny Committee may, at its discretion, call for additional information from the bidder(s) through e-mail / fax / telephone /meeting or any other mode of communication. Such information has to be supplied within the set out time frame as provided by Scrutiny Committee, otherwise Scrutiny Committee shall make its own reasonable assumptions at the total risk and cost of the bidders and the bid is liable to be rejected. Seeking clarifications cannot be treated as acceptance of the bid. For verification of information submitted by the bidders, the Committee may visit bidder's offices at its own cost. The bidders shall provide all the necessary documents and reference information as desired by the Committee. The bidders shall also assist the Committee in getting relevant information from the bidders' references.

VII. VALIDITY OF BIDS:

The bids submitted for this tender shall be valid for 6 months from the date of submission of tender.

VIII. EARNEST MONEY DEPOSIT (EMD):

- 1) The bidder should enclose the bid security (EMD) of Rs.10,000/- (Rupees Ten Thousand only) in the form of Demand Draft obtained in favour of the Secretary, Tamil Nadu Public Service Commission, Chennai.
- 2) In the case of Service Provider, the EMD will be retained as interest free performance security deposit and will be refunded only after the satisfactory completion of the contract.
- 3) The Earnest Money Deposit be forfeited on account of one or more of the following reasons: -
 - i. Bidder withdraws its Bid during the validity period specified in Tender Document.
 - ii. In case of a successful bidder, if the said bidder fails to sign the Agreement in time.
 - iii. In case of a successful bidder, if the said bidder fails to perform the contract as per the tender terms & conditions.
- 4) Unsuccessful bidders' Earnest Money Deposit shall be discharged / returned within 30 days after the expiration of the period of Tender Offer validity prescribed in this tender.

- 5) The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.

Any Tender without Earnest Money Deposit in a manner other than what is mentioned above is liable to be rejected at the discretion of the TNPSC. However, Companies having SSI (Small Scale Industry) / NSIC registration in Tamil Nadu or similar / relevant services shall be allowed EMD exemption upon enclosure of relevant Documents as per MSME Act.

IX. RIGHT TO TERMINATE THE PROCESS :

TNPSC reserves the right to annul the Tender process, or to accept or reject any or all the Bids in whole or part at any time without assigning any reason 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.

X. CLARIFICATIONS AND AMENDMENTS TO THE TENDER DOCUMENT :

1. During the process of scrutiny of Bids, TNPSC may, at its discretion, ask Bidders for clarifications on their bid. The Bidders are required to respond within the prescribed time frame for any such clarification. In case of non-compliance, their bids will be disqualified and rejected without further notice.
2. TNPSC may for any reason, modify the Tender Document from time to time. The amendment(s) to the Tender Document, if any, would be clearly spelt out hosted on the website as provided in the document and the bidders may be asked to amend their bids due to such amendments.

XI. LATE BIDS :

Bids received after the due date and the specified time (including the extended period, if any) for any reason whatsoever, shall not be entertained and shall be returned unopened. TNPSC shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.

XII. SECURITY AUDIT OF SOFTWARE

- (a) The selected bidder shall undertake/support the process of security audit of the onscreen/ physical certificate verification module, as and when necessary from Tamil Nadu e-Governance Agency (TNeGA) empanelled agencies/auditors or any other agency as endorsed by TNPSC.

- (b) Also, the selected bidder shall undertake the process of security audit under situations which warrant a development of an integrated module (in platforms different from the existing ones/ in the same platforms as that of existing ones) at any stage of the contract period or whenever major modifications are done based on specific recruitments.
- (c) The agency shall ensure that necessary certification is obtained from the concerned agencies nominated by the Government of Tamil Nadu / Government of India for incorporating the mandatory provisions as per guidelines issued by STQC (Standardization Testing and Quality Certification) Directorate for undertaking the security audit from time to time.

XIII. NOTIFICATION OF AWARD OF CONTRACT:

TNPSC will notify the successful bidder in writing that its bid has been accepted. The notification of award will constitute the formation of the contract.

XIV. SIGNING OF CONTRACT

After TNPSC notifies the successful bidder that its proposal has been accepted, the successful bidder shall sign the Contract within 10 working days. After signing of the Contract, no variation in or no modification of the terms of the Contract shall be made. However, if it is so required/accepted by TNPSC, such changes shall be made.

XV. PAYMENT

The initial payment of 25% of negotiated price shall be effected only on completion of delivery against the requirements placed or after the conclusion of 3 months, whichever is later. However, this initial payment shall be made after 3 months within which the activities mentioned in the scope shall be completed by the bidder.

The 2nd, 3rd and 4th payment of 25% shall be made after conclusion of 6, 9 and 12 months respectively. However, in certain situations, warranting part payment, decision to this effect shall be made upon scrutiny of requirements so far completed at that juncture of the contract period. The same pattern of payment shall be followed for payment for the 2nd year also i.e. 25% payment will be released after conclusion of each quarter.

XVI . PENALTY

1) If any of the stages specified, either completed or not completed satisfactorily as per the approved time schedule, forming part of the contract agreement due to reasons solely and entirely attributable to the Selected Bidder and not in any way attributable to the delay on the part of TNPSC, a penalty @ 1.0% of the bid value of the delayed stage of the item, per day (subject to maximum of 10%) may be imposed and accordingly the time for the next stage be reduced by the TNPSC, to account for the delay.

2) If the delay or non-performance adversely affects TNPSC in any manner, the security deposit will be forfeited and other legal action would be initiated as per terms and conditions of contract. The TNPSC may rescind this part of the contract and shall be free to get it done from any other agency at the risk and cost of the Selected Bidder.

Secretary

Tamil Nadu Public Service Commission

Chennai-600 003.

Annexure-I

| Technical Bid/ Eligibility Criteria(Check List) | | | |
|---|--|--------|-------------------------------|
| Sl. No. | Eligibility Condition | Yes/No | Remarks/ Page Reference |
| 1 | Is the firm/Company registered in India? | | |
| 2 | The Service Provider should have 5 years of experience in execution of IT enabled services to Government departments, Public Sector Companies, Government autonomous organizations or reputed private companies. The Service Provider should have executed a minimum of 3 such contracts during last 3 years | | |
| 3 | No. of Similar Projects done (Details of projects have to be furnished) | | |
| 4 | Do you have any consortium with third party for this project? | | |
| 5 | Annual Turn Over of the company for the past 3 years; [annual turnover values for any three years between 2017-2018 and 2021-2022 shall be taken into account, owing to limitations in the conduct of business during the COVID period]. | | |
| 6 | Whether the Service Provider has registered Office/Operating Branch at Chennai? | | |
| 7 | Do you have valid GST Registration No.? | | |
| 8 | Do you have valid PAN/IT Number? | | |
| 9 | Have you enrolled the employees in ESI/EPF? | | |
| 10 | Do you agree to support the process of security audit of this software by a third party? | | |
| 11 | Is your firm certified; Specify the ISO Category | | |
| 12 | Have you ever been black-listed by any Government Organization /Department/PSU any other agency ? | | |
| 13 | Has a FIR been registered against your firm or any employee of your Firm for having involved in any malpractice? | | |

| | | | |
|----|---|--|--|
| 14 | Is any court case pending against your firm/ employee of the firm for having involved in any malpractice? | | |
| 15 | Have you ever been imposed with any penalty for non-adherence of the tender conditions or fault / delay in execution of work? | | |
| 16 | Have you enclosed all supporting documents for your claims and eligibilities? | | |
| 17 | Have you enclosed DD for EMD (DD.No. & Dated for the Amount of Rs.10,000/-) | | |
| 18 | Have you submitted the financial bid in a separate cover (Cover-II)? | | |
| 19 | Are all pages of the tender documents signed by the authorized signatory? | | |
| 20 | Any other Information/Details | | |

Note :

- i. Copies of IT returns filed by the bidder for the past three years between 2017-2018 & 2021-2022 and copies of documentary evidence have to be enclosed substantiating the claims in respect of each and every item mentioned in this Annexure-I.
- ii. If the answer for question numbers 16-19 in the above table is NO and if the answer for question numbers 12-15 in the above table is YES, specific reasons have to be furnished by the bidder.

Signature of the Bidder with seal :

Annexure - II
Financial Bid

[On the letter head of bidder and should be separately sealed as per instruction]

Reference No. :

Date:

FILE No. :

To
The Secretary,
Tamil Nadu Public Service Commission,
TNPSC Road, Chennai- 600003.

Madam,

I/ We here by submit our price bid for the activities and annual maintenance contract as indicated in the Tender document.

| Sl. No. | Item of work | Basic cost in Rupees (without GST) | Tax amount in Rupees (at 18% GST) | Total cost for each item of work (inclusive of tax) |
|---|--|------------------------------------|-----------------------------------|---|
| | A | B | C | D= (B+C) |
| Rate for Development and Modifications including AMC for two years | | | | |
| 1 | Onscreen Certificate Verification (OCV) Training Module; Module to combine OCV data of multiple phases; To enable Bio-metric login to the Staff/Officers involved in this work; Tamil eligibility test exemption module; Experience certificate verification module; Developing provisions to enable stamping of documents; PSTM Module (Persons studied in Tamil medium); Communal Reservation Module; Corrections in Auto Error Reports; Other work; Provide training. | | | |
| 2 | Deployment of manpower: (One person for 2 years) | | | |
| | TOTAL | | | |
| Price discovery for additional services (if required) | | | | |
| 1 | Additional development charges per man month | | | |
| 2 | Additional development charges per man day for 8 hours | | | |

Note: Quotes called for price discovery for additional services will not be taken into account for evaluation/ comparison of bids.

Authorised Signatory of the Bidder with Office Seal