



महाराष्ट्र शासन

## महाराष्ट्र लोकसेवा आयोग

मुख्य कार्यालय : ५, ७, ८ वा मजला, कुपरेज टेलिफोन निगम इमारत, महर्षि कर्वे मार्ग, कुपरेज, मुंबई - ४०००२९ ☎ २२७९५९००  
फोटो कार्यालय : बँक ऑफ इंडिया इमारत, ३ रा मजला, फोटो, मुंबई-४००००९ ☎ २२१०२२२२  
Email ID : contact-secretary@mpsc.gov.in Website : https://mpsc.gov.in , https://mpsonline.gov.in

No.MIS-0120/CR-11/2022/IT

Dated : 21<sup>st</sup> October, 2022

### Tender for Providing Pre-printed Muster Printing Services

#### Tender Notice No. 11/2022

The Secretary, Maharashtra Public Services Commission invites online bids (Technical and Commercial) from eligible bidders for **“Providing Preprinted Muster Printing Services”** 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	21/10/2022 at 15.00
2	Bid Submission Start Date	21/10/2022 at 15.00
3	Pre Bid Meeting Date	28/10/2022 at 15.00
4	Place for Pre-Bid Meeting	Maharashtra Public Service Commission, 5½, 7th and 8th Floor, Cooperage Telephone Nigam Building, Maharshi Karve Road, Cooperage, Mumbai – 400 021.
5	Bid Submission End Date	08/11/2022 at 15.00
6	Bid Opening Date	Will be informed separately
7	Price of Tender Document	RS. 4,800/- (Rupees Four Thousand Eight Hundred Only) (Non refundable) to be paid through Online Payment Modes
8	EMD	Rs. 80,000 /- (Rs. Eighty Thousand only) to be paid through Online Payment Modes during Bid Preparation Stage.
9	Place of Opening Tender Offers	5½, 7 <sup>th</sup> and 8 <sup>th</sup> Floor, Cooperage Telephone Nigam Building, Maharshi Karve Road, Cooperage, Mumbai – 400 021.
10	Address for Communication	Secretary, Maharashtra Public Service Commission 5½, 7 <sup>th</sup> and 8 <sup>th</sup> Floor, Cooperage Telephone Nigam Building, Maharshi Karve Road, Cooperage, Mumbai – 400 021.
11	Contact Telephone & Fax Numbers	Phone: 022- 22795949 email- <a href="mailto:contact-secretary@mpsc.gov.in">contact-secretary@mpsc.gov.in</a>

3. Interested Bidders may view and download the Tender document containing the detailed terms and conditions, etc from the websites 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.

## MAHARASHTRA PUBLIC SERVICE COMMISSION

5½, 7<sup>th</sup> and 8<sup>th</sup> Floor, Cooperage Telephone Nigam Building, Maharshi Karve Road, Cooperage, Mumbai – 400 021.

Telephone No-(022) 22795949

e-mail- [contact-secretary@mpsc.gov.in](mailto:contact-secretary@mpsc.gov.in)



**Tender Document**

**For**

**Providing Pre-printed Muster Printing Services**

**[PRICE RS. 4,800/-]**

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**CHAPTER – 1**  
**INSTRUCTIONS TO BIDDERS FOR SUBMISSION OF BIDS**

**1.1 DEFINITIONS**

- 1.1.1 "Vendor or Contractor or Service Provider" shall mean the successful bidder to whom the contract has been awarded and with whom the Tendering Authority signs the contract for rendering of goods and services.
- 1.1.2 "Contract" means the agreement entered into between the Tendering Authority and the Service Provider, as recorded in the document signed by the parties, including all the attachments and appendices thereto, and all documents incorporated by reference therein;
- 1.1.3 "Bidder" means any firm as required in the tender. The word "Bidder" when used in the pre award period shall be synonymous with "Vendor or Contractor or Service Provider" which shall be used after award of the contract.
- 1.1.4 "The Contract Price" means the price payable/receivable to the Successful Bidder under the Contract for the full and proper performance of its contractual obligations;
- 1.1.5 "The Goods" means all the material/ services, which the Vendor is required to supply to the Tendering Authority under the Contract;
- 1.1.6 "Services" means services ancillary to the Scope of Work hereinabove, transportation, any other incidental services and other obligations of the Vendor covered under the Contract;
- 1.1.7 "Day" means a working day.
- 1.1.8 "Tendering Authority" means The Secretary, Maharashtra Public Service Commission or any Officer of the Maharashtra Public Service Commission who has been authorized to issue a work order under this contract.
- 1.1.9 "Commission" or "MPSC" means Maharashtra Public Service Commission.
- 1.1.10 "Centre" means City in which Examination is to be conducted.
- 1.1.11 "Venue or Sub Centre" means a City may have more than one location for holding the Examination which may be any School/College/Institution or any other location fixed by MPSC for conducting examination.
- 1.1.12 "Examination" includes Written Test, Interview and Physical Test

**1.2 INSTRUCTIONS FOR ONLINE BID SUBMISSION:**

- 1.2.1 Tender document is available on e-tendering System of Government of Maharashtra i.e. <https://mahatenders.gov.in>.
- 1.2.2 The bidders are required to submit soft copies of their bids electronically one-tendering System of Government of Maharashtra using valid Digital Signature Certificates.
- 1.2.3 Detailed information for submitting online bids may be obtained at <https://mahatenders.gov.in>.
- 1.2.4 Any queries relating to the process of online bid submission or queries relating to e-tendering System of Government of Maharashtra i.e. <https://mahatenders.gov.in>, in general is available at 24x7 Help desk, the contact of which is 0120-4200462/4001002/4001005/6277781.

**1.3 COST OF TENDER DOCUMENT:**

The Bidder needs to submit non-refundable tender fee of Rs. 4,800/- (Rupees Four Thousand Eight Hundred Only) through online mode only.

**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 [sec.mpsc@maharashtra.gov.in](mailto:sec.mpsc@maharashtra.gov.in) with subject line "Pre-bid queries"
- 1.6.4 The queries should necessarily be submitted in the following given format:-

**Query Regarding Tender Notice Number – 11/2022 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. [www.mpsc.gov.in](http://www.mpsc.gov.in) or e-tendering portal viz. <https://mahatenders.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 Annexure 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 vendors who fulfill the following criteria are eligible to COMPETE:-

Sr. No.	Pre-Qualification Criteria	Proof of Document Required
1	The bidder should be a registered one under The Companies Act 2013 or Proprietorship or Partnership firm or registered under other relevant Act/Laws	(1) Certificate of Incorporation / Proprietorship / Partnership (2) PAN Card
2	The bidder should have GST Registration certificate valid as on 1st September, 2022.	Valid GST certificate
3	The bidder should have latest GST Payment Challan as per Laws /Acts/Rules as on or after 1st September, 2022.	Copy of GST payment Challan from concerned Government Department as on or after 1st September, 2022
4	The bidder should have Income Tax Clearance Certificate/Income Tax Return acknowledgment for last three years	Copy of the Income Tax Clearance Certificate or Income Tax Return acknowledgment for last three years i.e. 2020-2021, 2019-2020 and 2018-2019
5	The bidder must have an average annual turnover of minimum INR 1 Crores during last 3 financial years ending on 31st March 2022 and the Bidder should have positive net worth for the preceding 5 years excluding covid-19 pandemic year 2020-2021.	Certificate from its C.A. in Prescribed format (Annexure 7)
6	The Bidder should be in a printing business for at least 5 years	Work order/ Contract Copy
7	The bidder should be an IBA/RBI approved security printer with facility to print 'In-line' VDP bar-coded integrated Sheets/booklets.	Certificate from Competent Authority
8	The bidder should not have been Black Listed by any Government or PSU on the day of bidding	Self-declaration (Notarized Affidavit) in prescribed format (Annexure-3) duly signed by the authorized signatory on Non – judicial stamp paper of INR 100/-

- 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** The tendering authority reserves the right to verify/evaluate the claims made by the vendor independently

**1.14 SUBMISSION OF BIDS**

- 1.14.1** Bids shall have to be submitted online only.
- 1.14.2** Bidder should log on the e-tendering system of Government of Maharashtra well in advance for bid submission so that the bid is uploaded in time i.e. on or before the bid submission time.
- 1.14.3** The MPSC shall not be responsible for any delay due to any issues/ uploading the Bid or depositing online Fee/EMD etc.

#### 1.14.4 Technical Bid:-

The bidder has to digitally sign and 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) Details of Manpower (Annexure-5)
- (6) Performance statement along with necessary Documents (Annexure – 6)
- (7) Financial Information from its C.A. in prescribed format along with necessary documents (Annexure-7)
- (8) Copies of Certificate of incorporation /Proprietorship/Partnership
- (9) Copy of the PAN Card
- (10) Copy of GST Registration Certificate from concerned Government Department valid as on 1<sup>st</sup>September, 2022.
- (11) Copy of GST Clearance Certificate or GST payment Challan from concerned Government Department on or after 1<sup>st</sup>September, 2022.
- (12) Copies of the Income Tax Clearance Certificate or Income Tax Return acknowledgement for last three years as on 31<sup>st</sup>March, 2021.
- (13) Proof in support of having in a printing business for at least 5 years
- (14) Proof in support of having an IBA/RBI approved security printer with facility to print 'In-line' VDP bar-coded integrated Sheets/booklets..
- (15) Escalation Matrix of Telephone Numbers for Service Support with name, designation and contact details at each level up to the level of CEO..

1.14.5 Bidders are requested to note that they should necessarily submit their Technical bids and financial bids as per the format prescribed.

1.14.6 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.

1.14.7 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.

1.14.8 Upon the successful and timely submission of bids, the 'Portal' will display a successful bid submission message & a bid summary will be displayed with the Bid No., the date and time of submission of the bid along with all other relevant details.

1.14.9 The bid summary has to be printed and kept as an acknowledgment for the submission of the bid. This acknowledgment may be used as an entry pass for any bid opening Meetings.

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

#### 1.14.11 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.

#### 1.14.12 COMMERCIAL BID

- (1) All financial offers must be prepared and submitted online (An online form will be provided for this during online bid preparation stage) and signed using individual's digital certificate.
- (2) The Commercial bid shall be on fixed price basis, inclusive of all taxes.
- (3) There should be no hidden charges.

#### 1.15 EARNEST MONEY DEPOSIT (EMD)

1.15.1 Bidders are required to submit the Earnest Money Deposit (EMD) for **Rs. 80,000/-[Rupees Eighty Thousand 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 DEADLINE FOR SUBMISSION OF BIDS

1.17.1 For Submission of tender, Bidder must complete the online bid submission stage as per online schedule of the tender.

1.17.2 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.

1.17.3 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.



1.17.4 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.

#### **1.18 WITHDRAWAL OF BIDS**

1.18.1 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.

1.18.2 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. 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.

#### **1.19 PERIOD OF VALIDITY OF BIDS**

1.19.1 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.

1.19.2 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.

#### **1.20 EVALUATION COMMITTEE**

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

#### **1.21 OPENING OF TECHNICAL BIDS:**

1.21.1 After the closing time and/or at any time and date specified thereafter, the Tendering Authority shall open the bids .

1.21.2 The financial bids shall not be opened till the completion of evaluation of technical bids.

#### **1.22 CLARIFICATION OF BIDS**

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

1.22.2 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.

#### **1.23 SCRUTINY OF THE BID**

1.23.1 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.

1.23.2 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.

1.23.3 If a bid is not substantially responsive, it shall be rejected by the Tendering Authority and shall not subsequently be made responsive by the bidder by correction of the nonconformity.

1.23.4 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.

#### **1.24 ADDITIONAL INFORMATION**

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

#### **1.25 EVALUATION PROCESS**

1.25.1 The Technical evaluation shall be done by a Committee appointed by Secretary, MPSC.

1.25.2 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.

1.25.3 The Bidder should submit documentary evidence on its qualification/eligibility with the offer.

1.25.4 If the Bidder does not fulfill qualification/evaluation criteria, he will be treated as non – responsive and his/her offer will not be considered for further processing.

1.25.5 Technical assessment will be based on profile and track record, design and layout of content and presentable.

1.25.6 On the basis of technical assessment, the commercial bids of qualified Bidders be opened.

#### **1.26 DATE OF OPENING OF COMMERCIAL BIDS**

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

1.26.2 The date for opening of the commercial bid shall be announced after the scrutiny of the technical bid

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

#### **1.27 REVISED COMMERCIAL BIDS**

1.27.1 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.

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

#### **1.28 OPENING OF COMMERCIAL BIDS**

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. However in the case of one Bid the power to negotiate with the Bidder will be reserved with the Tendering Authority.

#### **1.29 EVALUATION OF COMMERCIAL BIDS**

1.29.1 Financial bids will be evaluated on the basis of better quality and performance and/or total price, i.e. all inclusive of price of product.

1.29.2 The Financial Bids of only those Bidders short listed by Tendering Authority will be opened in the presence of their Representatives on a specified date and time to be intimated to the respective Bidders.

1.29.3 If the Tendering Authority considers necessary, Revised Financial Bids may be called for from the technically short listed Bidders before opening the original financial bids for recommending the final selection.

1.29.4 If revised financial bids are called for, the revised bids should NOT be higher than the original bids except in case of change in Government levies, otherwise the bid shall be rejected. Lowest Bidder will be selected as per the "Award Criteria".

**1.30 NEGOTIATIONS:-**

- 1.30.1 The Tendering Authority may at its discretion discuss with the Bidder(s) to clarify contents of their financial offer.
- 1.30.2 The successful Bidder will be informed in writing of the date, place and time for negotiations/clarifications, if any.
- 1.30.3 The successful Bidder will confirm in writing its participation in negotiations and ability to adhere to its Technical and Financial Proposals within five (5) days of receiving the notice in accordance with relevant Clauses.
- 1.30.4 Negotiations will include both technical and financial negotiation, depending on the requirement of the Tendering Authority.
- 1.30.5 Representatives conducting negotiations on behalf of the Bidder must have written authority to negotiate and conclude a Contract.
- 1.30.6 The Tendering Authority shall negotiate with the lowest bidder so as to meet its expectation of a cost effective sustainable and economically promising solution.
- 1.30.7 If the negotiation with lowest Bidder fails, the same shall be rejected and negotiation then shall be done with second lowest Bidder.

**1.31 ACCEPTANCE AND REJECTION OF PROPOSAL:**

- 1.31.1 The tendering authority reserves the right to accept or reject any Proposal, and to annul the bidding process and reject all Proposals at any time before issuance of a Letter of award, without assigning any reasons and without incurring any liability to the Bidders.
- 1.31.2 The Tendering Authority is not bound to accept the lowest tender.
- 1.31.3 Any conditional and/or incomplete bid shall be summarily rejected.

**1.32 AWARD CRITERIA:**

- 1.32.1 Contract will be awarded to the bidder whose Commercial Offer is determined to be the lowest quoting bidder and/or performance.
- 1.32.2 The Tendering Authority reserves the right to further negotiate the prices quoted by the lowest bidder.
- 1.32.3 If Rates of two or more bidders happen to be equal in that case the contract shall be awarded to the party with more experience/performance/goodwill of providing services at the discretion of Secretary, MPSC.

**1.33 CONTACTING THE TENDERING AUTHORITY**

- 1.33.1 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.
- 1.33.2 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.

**1.34 CORRUPT, FRAUDULENT PRACTICES / AND MISREPRESENTATION.**

- 1.34.1 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.
- 1.34.2 For the purposes of this provision, the terms defined for CORRUPT, FRAUDULENT PRACTICES / AND MISREPRESENTATION will be as per Law.
- 1.34.3 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;
- 1.34.4 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.

**1.35 INTEGRITY PACT**

- 1.35.1 The Service Provider are required to enter into "Integrity Pact" as notified by the Central Vigilance Commissioner vide Circular No.02/01/2017 (File No.015/VGL/091dated 13 January, 2017)and as amended from time to time. Only those Service Providers/Vendors who commit themselves to such a pact with MPSC would be considered competent to participate in the bidding process.
- 1.35.2 The Integrity Pact is to be submitted on a Non-Judicial Stamp Paper of Rs100/-

**1.36 NOTIFICATION OF AWARD**

- 1.36.1 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**

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. 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.

**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, DEFINITION 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 adjustments 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 USE OF CONTRACT DOCUMENTS AND INFORMATION**

**2.6.1.** 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.

**2.6.2** 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.

**2.6.3** 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.

**2.6.4** 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.

**2.6.5** 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.

**2.6.6** 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.

**2.6.7** Strict confidentiality shall be maintained by the Vendor and its employees/agents in respect of the information provided by the Commission to the Vendor.

**2.6.8** 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.

**2.6.9** The Vendor shall have no authority to commit the Commission to any additional costs, fees or expenses in connection with the Project.

**2.6.10** 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.

**2.6.11** 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.

**2.6.12** 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.

**2.7 RESPONSIBILITIES**

**2.7.1** Vendor shall be responsible for the following activities during the course of assignment:-

- (1) Resource and Project Management as per Scope of the work.
- (2) Completion of the work/services/tasks as mentioned in the Scope of the work.

**2.7.2** The Commission shall be responsible for the following activities during the course of the assignment:

- (1) Provide information/data/clarifications for all issues.
- (2) The Commission shall appoint at the Commencement of the Project one or two of its representatives as a coordinator who shall act as a single point of contact with the Vendor during the conduct of the Project.

**2.8 FINANCIAL AND LEGAL LIABILITY**

**2.8.1** The Vendor shall be solely responsible for any financial issues arising out of the result of this Contract.

**2.8.2** 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.

**2.9 INDEMNITY**

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 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.

**2.11 POINT OF CONTACT**

**2.11.1** The Service Provider shall provide a single point of contact who will be responsible for the implementation and overall supervision Solution.

**2.11.2** 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.

**2.12 DISCLAIMER**

**2.12.1** This Tender is not an offer by the MPSC, butan invitation to receive offers from Bidders.

**2.12.2** 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 of monthly bills shall be made on post service basis.
- 3.1.2 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
- 3.1.3 Unless specifically provided for in the tender documents or any Special Conditions, no escalation in the Tender rates or prices quoted will be permitted.
- 3.1.4 Payment shall be made against Invoices after necessary verification (Agreement and Penalty Clause) and due diligence by MPSC
- 3.1.5 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
- 3.1.6 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
- 3.1.7 Payment shall be tendered in electronic mode (e-payment), through any of the designated bank. The Service Provider will comply by furnishing full particulars of bank account (e-mandate) to which the payments are to be routed.
- 3.1.8 MPSC reserves the right to make payment in any alternate mode also.
- 3.1.9 Normally 3 months' time is required for processing of payments subject to availability of funds in the Department.
- 3.1.10 TDS Certificate, etc will be issued after the deduction of Government taxes.

**3.2 PRICE OFFER AND TAXES**

- 3.2.1 Prices quoted must be firm and inclusive of all rates, fees, surcharges and duties except GST.
- 3.2.2 GST should be charged as actual at prevailing rates
- 3.2.3 Alternate/Conditional Price Offer shall not be allowed.
- 3.2.4 All rates and charges once agreed in the contract shall be fixed for the entire duration of contract.
- 3.2.5 Any modification in offer after the submission of tender will not be considered.
- 3.2.6 The purchaser reserves the right to counter offer price (S) against price (S) quoted by any bidder.

**3.3 SERVICE LEVEL AGREEMENT AND PENALTY**

- 3.3.1 The key service level requirements as given in the Scope of the work which needs to be ensured by the Service Provider.
- 3.3.2 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.
- 3.3.3 The SLA monitoring shall be performed/reviewed on a regular basis.
- 3.3.4 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.

**3.3.5 Penalty**

- 3.3.5.1 If the Services/material provided are found defective or otherwise, penalty 0.5% of the total value of the respective payment due will be deducted from the Billing Amount or from the Performance Security.
- 3.3.5.2 Any delay in the time schedule prescribed shall attract penalty@ ½ % per week of the contract value, in case of an order not exceeding INR 2.00 Lakh in value subject to maximum limit of 10%. In case of an order of contract value is Rs. 2.00 Lakh and above, penalty@ ½ % per week subject to maximum limit of 5% will attract.
- 3.3.5.3 If such instance is repeated more than five times in one month the vendor/contractor will be liable for a penalty cut of 5% of total bill amount of that month.
- 3.3.5.4 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.
- 3.3.5.5 For any other irregularities, mistakes, breach of trust/leakages etc. penalty at the discretion will be imposed along with forfeiture of security amount. Also legal action will be initiated against the Vendor.
- 3.3.5.6 That for unsatisfactory performance owing to absence of Vendor's staff, deficiencies in services or for some other reason the tendering authority shall be within its rights to make necessary deductions from the running bills of the Vendor for such deficiency in services.
- 3.3.5.7 Alternatively, the tendering authority may, after giving an opportunity of being heard to the Vendor, get such deficiencies fulfilled at the cost and responsibility of the Vendor.
- 3.3.5.8 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 entitled to recover such a sum by appropriating in part or whole, from the performance security to be deposited by the Vendor.
- 3.3.5.9 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 under this and any other persons contracting through the Secretary MPSC.
- 3.3.5.10 If this sum not be sufficient to recover the full amount recoverable, the Vendor shall pay to this office remaining balance due.
- 3.3.5.11 For failure to deposit the amount legal action will be initiated against the service provider.

**3.4 SUSPENSION OF WORK**

- 3.4.1 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.
- 3.4.2 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.
- 3.4.3 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.
- 3.4.4 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.

**3.5 TERMINATION FOR INSOLVENCY**

- 3.5.1 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.
- 3.5.2 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.



### **3.6 TERMINATION**

- 3.6.1** 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.
- 3.6.2** 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.
- 3.6.3** 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.
- 3.6.4** 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.
- 3.6.5** 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.
- 3.6.6** 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.

### **3.7 CONSEQUENCES OF TERMINATION**

- 3.7.1** 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.
- 3.7.2** Tendering Authority reserves right to disqualify the Vendor for a suitable period who habitually failed to supply services in time.
- 3.7.3** 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.
- 3.7.4** 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 FALL CLAUSE:**

It is a condition of the contract that all through the currency thereof, the price at which Vendor will 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, service provider shall promptly furnish such information to the tendering authority to enable to amend the contract rates for subsequent supplies/services.

### **3.9 FORCE MAJEURE CLAUSE:**

- 3.9.1** 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.
- 3.9.2** Force Majeure shall not cover the price fluctuation of components
- 3.9.3** For purposes of this Clause, Force Majeure means an event or situation beyond the control of the service provider that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the service provider.
- 3.9.4** Force Majeure events may include, but not be limited to, acts of MPSC in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 3.9.5** If a Force Majeure situation arises, the service provider bidder shall promptly notify MPSC in writing of such conditions and the cause thereof. Unless otherwise directed by MPSC 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

### **3.10 RESOLUTION OF DISPUTES**

- 3.10.1** 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.
- 3.10.2** 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 Tendering Authority. All arbitrations shall be held in Mumbai.

### **3.11 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.

### **3.12 APPLICABLE LAW**

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

### **3.13 TAXES AND DUTIES**

- 3.13.1** The Vendor shall be entirely responsible for all taxes, duties, license fees, road permits etc.
- 3.13.2** No increase in the rates shall be allowed during the period of the contract.

### **3.14 NOTICES**

- 3.14.1.** 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.
- 3.14.2.** A notice shall be effective when delivered or on the notices effective date whichever is later.
- 3.14.3** 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.

## 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 will be given through mutual consent.
- 4.1.3 The Tendering Authority reserves right to extend the contract for further period of 12 months on the same terms and conditions. The Contractor is bound to accept such extension orders
- 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 as above subject to quarterly appraisal and review by the Tendering Authority. In case the performance is not found to be satisfactory or not in conformity with terms and conditions of the Tender document, the contract shall be terminated even before the scheduled time after following due procedure of law.
- 4.1.6 In the event of premature closure of contract for reasons mentioned herein above, the Security Deposit shall be forfeited along with penalty as decided by the Tendering Authority.

## 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 by fax 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 Vendor:  
In case L-1 bidder does not submit Letter of Acceptance as above, MPSC may at its discretion issue Letter of Award to the L-2 bidder on L-1 rates. In case, L-2 bidder is not agreeable to provide services on L-1 rates then the contract may be awarded to L-3 bidder on L-1 rates

## 4.6 SECURITY DEPOSIT / PERFORMANCE GUARANTEE

- 4.6.1 The successful Vendor shall furnish Security Deposit as a Performance Guarantee of **Rs.1,20,000/- (Rupees One Lakh Twenty Thousand only)** 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.
- 4.6.2 This bank guarantee should remain valid for a period of three months beyond the contract period.
- 4.6.3 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 in the bidding documents
- 4.6.4 In the event of premature closure of contract for reasons mentioned herein above, the Security Deposit shall be absolutely forfeited along with penalty as decided by the Tendering Authority
- 4.6.5 On extension of the contract the successful Vendor shall have to extend the validity of this bank guarantee for the period for which extension has been awarded.
- 4.6.6 This extended bank guarantee should also remain valid for a period of three months beyond the period for which extension has been granted.
- 4.6.7 The Performance Security/ Security Deposit shall be discharged by the Tendering Authority and returned to the Vendor within thirty (30) days after the expiry of the contract 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.
- 4.6.10 In the event of any contract amendment, the Vendor shall, within 10 days of receipt of such amendment, furnish the amendment to the Performance Security/Security Deposit, rendering the same valid for the duration of the Contract, as amended for further period of 180 days thereafter.

## 4.7 CONFIDENTIALITY

- 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.

#### **4.8 UNDERTAKING**

Undertaking on the following format should be submitted along with Security Deposit which should be on appropriate Non-judicial Stamp Paper duly attested by Public Notary:-

##### **UNDERTAKING**

M/s -----having its registered office at herein after referred to as the service provider having carefully studied all the documents, specifications, drawings, etc. pertaining to the Contract for works required for the completion of work of Providing desired services as per the Scope of the Work and the local and site conditions and having undertaken to execute the said works.

##### **DO HEREBY WARRANT THAT:**

- (1) The service provider is familiar with all the requirements of the Contract.
- (2) The service provider has investigated the site and satisfied himself regarding the character of the work and local conditions that may affect the work or its performance.
- (3) The service provider is satisfied that the work can be performed and completed as required in the contract.
- (4) The service provider has seen all risks directly or indirectly connected with the performance of the Contract.
- (5) The service provider has no collusion with other Contractors, or with any other person to execute the said works according to the terms and conditions of the said Contract.
- (6) The service provider has not been influenced by any statement or promise of the MPSC or Officers of the MPSC but only by the Contract documents.
- (7) The service provider is financially solvent.
- (8) The service provider is experienced and competent to perform the Contract to the satisfaction of the Tendering Authority.
- (9) The statement submitted by the service provider is true.
- (10) The service provider is familiar with all general and special Laws, Acts, Ordinances, Rules and Regulations of the Municipalities, District, State and Central Government that may affect the work, its performance or personnel employed therein.

**DATE:**

**FOR AND ON BEHALF OF THE SERVICE PROVIDER**

#### **4.9 SPECIAL CONDITIONS TO THIS CONTRACT:-**

- 4.9.1** 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.
- 4.9.2** Service Provider 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.
- 4.9.3** The Service Provider will be responsible for any misconduct, theft / attempt of pilferage or misdemeanor on the part of employees engaged in connection with the contract work. If the employee(s) is/are found to be involved in such activities the Service Provider will be held responsible for the same, and apart from penalty/penal action, Service Provider will be liable for administrative action including Blacklisting the Service Provider for future Contracts.
- 4.9.4** The losses and damages to properties, if any by contract labourers, will be recovered from the Service Provider. The demurrages charges/losses if any due will be recovered from the Service Provider.
- 4.9.5** The Vendor will have to abide by the all security instructions and requirements as necessary and intimated by tendering authority.

#### **4.10 REPORTING PROGRESS**

- 4.10.1** Service Provider 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.
- 4.10.2** The Service Provider 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.
- 4.10.3** The Reports /Executive summary is required to be submitted in soft copy as well. Formats for such reporting shall be discussed and finalized mutually.
- 4.10.4** The facilities / services, and/or labour to be provided by the Service Provider 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 Service Provider in writing.
- 4.10.5** The Service Provider 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 Service Provider 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 Service Provider 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.
- 4.10.6** In case during the services, the progress falls behind schedule or does not meet the desired requirements, the Service Provider 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 Service Provider unless otherwise expressly provided in the Contract.
- 4.10.7.** During the course of the work, if the Service Provider 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 Service Provider should also discuss with guide/help the staff of the tendering authority in implementation of the critical and important suggestions.

#### **4.11 COMMITTEE FOR SUPERVISION**

- 4.11.1** The Tendering Authority will be at liberty to set up Project Management Committee of Officers to supervise all Services in all the areas
- 4.11.2** 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 Service Provider for compliance



#### **4.12 HANDING OVER OF WORKS**

**4.12.1** The Service Provider shall be bound to hand over the works executed under the contract complete in all respect to the satisfaction of the Tendering Authority.

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

**4.12.3** 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 Service Provider shall be bound to observe any such determination of the Tendering Authority

#### **4.13 SUB - CONTRACT**

**4.13.1** The Service Provider shall not assign or subcontract the assignment or any part thereof to any other Service Provider 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.

**4.13.2** Subcontracting or consortium will not be allowed under any circumstances

#### **4.14 EXIT MANAGEMENT**

##### **4.14.1 Exit Management Purpose**

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

**4.14.1.2** 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.

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

**4.14.1.4** This Exit Management plan shall be furnished in writing to the tendering authority within 15 days from the receipt of notice of termination or one month prior to the expiry of this Agreement.

##### **4.14.2 Cooperation and provision of information**

**4.14.2.1** 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;

**4.14.2.2** 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

**4.14.2.3** 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

##### **4.14.3 Confidential Information and Security Data**

**4.14.3.1** 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) 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;
- (3) 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) Source code, if any that was written in the process of customization of existing solution to meet the requirements of this Tender Document, Entire Data including backups.
- (5) Method of Transition including roles and responsibilities of both the parties to handover and takeover the charge of project regular activities and support system.
- (6) Proposal for necessary setup or institution structure required at MPSC level to effectively maintain the project after contract ending.
- (7) Training and handholding of designated officers for maintenance of project after contract ending.

**4.14.3.2** 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.

**4.14.3.3** 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.

##### **4.14.4 Employees**

**4.14.4.1** 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.

**4.14.4.2** 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.

**4.14.4.3** 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

#### **4.15 LEGAL JURISDICTION**

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

**CHAPTER-5**  
**SCOPE AND DETAILED SPECIFICATIONS OF THE REQUIREMENTS**

**5.1 BACKGROUND**

**5.1.1 ABOUT MPSC:**

**Maharashtra Public Service Commission ("MPSC" or "the Commission")** is an Autonomous Body constituted and set up under Article 315 of the Constitution of India to discharge the duties and functions as assigned under Article 320 of the Constitution. The Commission accordingly recommends suitable candidates for the various Government posts and advises Government on various service matters like formulation of recruitment rules, on promotions, transfers and disciplinary actions etc. The Commission conducts recruitment process / examinations for appointment to the services under the Government of Maharashtra and other allied organizations like Municipal Corporation of Greater Mumbai (MCGM) Mumbai Electric Supply and Transport Undertakings (BEST) etc.

**5.1.2 MAJOR FUNCTIONS:**

**5.1.2.1** As assigned under Article 320 of the Constitution of India, MPSC has been entrusted with the following major functions:-

- (1) To conduct examinations for appointments to the services of Government of Maharashtra and other allied organizations.
- (2) To advise the State Government on
  - (a) Matters relating to methods of recruitment to the various services.
  - (b) Suitability of candidates for appointment to the services through promotions, deputations, nominations and transfers
  - (c) Disciplinary matters affecting Government servants;
  - (d) Claims for reimbursement of legal expenses incurred by Government servants while defending legal proceedings instituted against them for acts done or purporting to be done in the execution of their duties.
  - (e) Claims for award of injury/family pension to Government servants and;
  - (f) Any other matter referred to them by the Governor;

**5.1.2.2** In addition, in the State of Maharashtra, the Commission also deals with the following matters:

- (1) Under Section 80-B of the Mumbai Municipal Corporation Act, the Commission have been entrusted with the responsibility of advising.
  - (a) The Municipal Corporation of Greater Mumbai regarding appointments to posts under the control of Corporation, which are equivalent to or higher than the post of Executive Engineer. And;
  - (b) The Mumbai Electric Supply and Transport undertaking regarding appointments to posts in Grade A- II.
- (2) To hold departmental examinations for certain Government Departments for employees of their Departments and advice government regarding other matters pertaining to the examinations.

**5.1.2.3** 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) Written Test followed by Interview.
- (5) Only Written Test.
- (6) Selection through Interview.

**5.1.2.4** On an average MPSC annually conducts recruitment processes for 3000 to 5000 posts for various Government Departments. The details of recruitments conducted in previous years with the number of applications received are as follows:-

Description	2016	2017	2018	2019	2020
Number of applications received	7,73,552	16,92,535	9,10,660	10,17,297	10,37,38
Number of candidates for which interviews conducted	4,765	3,707	2,845	4,615	2,247
Number of candidates for which physical Tests conducted	3,183	2,312	3,002	606	555

**5.1.2.5** The details about the activities of the Commission, published notification, examinations conducted and other relevant information may be obtained from MPSC portal viz. [www.mpsc.gov.in](http://www.mpsc.gov.in).

**5.1.2.6** The examinations are normally conducted at all District Centers throughout Maharashtra depending upon the number of candidates for the respective examination normally on Public Holiday i.e. Sunday etc. at Colleges/Educational Institutes/Schools at the District Headquarters or nearby cities of the respective Districts/Cities in the State of Maharashtra. Following is the statistical information based on the present scenario which may vary as per the requirement in each case:-

- (1) The Number of Districts including Mumbai/Mumbai Suburban-37
- (2) The approximate number of Examinations in a single year- 10
- (3) The maximum number of Venues in Maharashtra for a single Examination –1200
- (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 throughout Maharashtra- 15,000
- (6) The maximum number of rooms for one District -1900
- (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 - 1 to 3for written exam
- (10) For Physical Test and/or Interview as per the schedule of the MPSC.

**5.1.2.7** 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.

**5.1.2.8** 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.

**5.1.2.9** 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 and Nagpur Districts/Cities.

**5.1.3 GEOGRAPHICAL SPREAD:**

- (1) For Administrative purposes Office of the MPSC is situated at two places viz. 5<sup>1/2</sup><sup>th</sup>, 7<sup>th</sup> and 8<sup>th</sup> Floor, Cooperage Telephone Exchange Bldg., Maharshi Karve Road, Mumbai-400021 and Bank of India Bldg., 3rd floor, M. G. Road, Fort, Mumbai 400001
- (2) It is proposed to shift the Office of the MPSC to CBD, Belapur, Navi Mumbai or anywhere in Mumbai in future.
- (3) Service Provider has to make arrangement for the services under this contract at both the Offices of MPSC as and when required.

(4) The lift facility for delivery of material at appropriate floors of the concerned building is not available. The vendor has to make all arrangement including labour for proper delivery of services considering non-availability of the lift facility.

#### **5.1.4 INTRODUCTION**

- 5.1.4.1** The MPSC is making all efforts to conduct the examinations with adequate measures for safety of all concerned without compromising the high standards, sanctity and fairness in conduct of the examination.
- 5.1.4.2** A number of new measures and modification of in-practice procedures have been made in this regard. The success of these measures requires active commitment from all stakeholders including Supervisory Staff, Industry Partner and most importantly the candidates.
- 5.1.4.3** On behalf of MPSC, as an industry partner, kindly read all the instructions carefully so that conduct of the examination is in safe and in secure manner during this challenging time.
- 5.1.4.4** To minimize the need for travel by the candidates, the examinations are to be conducted by MPSC be conducted at various sub-centres in 37 District Headquarters or nearby cities in the State of Maharashtra.

#### **5.2 SCOPE OF WORK**

**5.2.1** Printing, Packing and timely supply of Preprinted Muster/sheets as per the technical specifications and instructions mentioned herein below

##### **5.2.2** Technical Specifications:-

- (1) Size- A4 (Minimum 8.5 x 11.75 Inches). Combination of ICR and OMR technology.
- (2) Paper – Minimum 100 GSM Super shine Map litho paper of 'A' grade mill.
- (3) Alignment and cutting of the sheets should be with 100% accuracy so it can be used for data printing without any hurdles.
- (4) Water-mark logo and unique Bar-code on the sheets.
- (5) Provision for filling and shading the respective information on the sheets such as Candidate's Signature, Invigilator's Signature, Name of the Examination, and Circle for marking etc. as per the requirement.

##### **5.2.3** Bar-code –

- (1) 2-D Bar code font as per specific software Bar-code should be scanable on specific CCD or Laser Scanner.
- (2) The Bar code should be of extremely high quality. All the Bar codes should be unique and tested by the Vendor before it is supplied/printed.
- (3) The range of each Bar code of each consignment should be intimated only to the “Secretary, MPSC” confidentially in sealed cover marked as “Confidential”.

##### **5.2.4** Colour –

- (1) Orange (Magenta) and Black colour.
- (2) Single side printing on Top Sheet.
- (3) Sheet should be ICR (Intelligent Character Recognition) readable system with Colour Drop Out technology.
- (4) Sheet should be scanable on half white Cathode Tube.

##### **5.2.5** Security Features

- (1) Inbuilt security features like double ghost image, fusion decoder, micro lettering, Invisible Print (UV visible ink), Penetrating ink for serial No., Prismatic Print, Embossing, Thermo chromic Ink, Fugitive Ink, Hologram Stickers, Hologram Hot Stamping, Water Mark Printing. Etc. on the sheets which will be communicated after the finalization of the job.
- (2) The Security features may vary for each job/consignment.
- (3) No additional payment of any kind will be made for any type of additional / new security features or for change in design of the answer sheet or packing material.

##### **5.2.6** Numbering –

- (1) Numbering on the sheets as per quantity..
- (2) Numbers should be separate for all sheets and should be related with Bar-code given on the respective sheet.
- (3) The sheets should not be with duplicate numbers, without numbers, etc.
- (4) Normally seven digit serial number is required which may vary as per requirement.
- (5) Numbering shall be different for each consignment

##### **5.2.7** ART WORK:-

- (1) The Art-work regarding text matter of the answer sheet will be supplied by this office in CD or any other electronics media.
- (2) The service provider has to print the required sheets as per the approved Art work and instructions of the Tendering Authority.
- (3) The Art work may vary or may have slight changes for each consignment. Additional payment of any kind is not allowed for Art work.
- (4) At least 10 sample copies of the entire printing material should be supplied to the Tendering Authority before final printing.
- (5) The sample copies should be supplied within 3 days from the date of the supply order for concerned job/consignment
- (6) Utmost consistency in quality of printing, and cutting of the Answer-sheets should be maintained throughout, so that data entered on them can be read accurately.

##### **5.2.8** Packing –

- (1) The printed 10 sheets have to be packed and sealed in PVC bags with security tape.
- (2) Sticker/Label showcasing the information regarding the serial number of the sheets, quantity, etc. should be pasted / printed on each of the PVC bag
- (3) All Sealed PVC bags containing 100 sheets further to be packed in a PVC Bag of fine quality. The maximum number of sheets to be packed in such a PVC bag is 1000.
- (4) No. of sheets, details of serial numbers of the sheets, Packet number etc. shall be as per the instructions / requirement given by tendering authority
- (5) Quantity written on the sticker/label and packet/envelope, actual number of sheets in the Carton, serial number of the sheets, matter printed should be same.
- (6) The packing and seal should be such as to withstand the hazards of transportation, climatic conditions and as per the Instructions of the tendering authority
- (7) The quality of the PVC bags, size, GSM, material, and matter to be printed on the carton, etc. should be as per specimen approved by the tendering authority.

##### **5.2.9** Volume/Quantity:-

- (1) Approximately 300000 sheets per year. The quantity may vary by  $\pm 25\%$
- (2) However, there shall be no commitment of minimum quantity which can be ordered during currency of the contract. Supply orders shall be placed against the Contract for such quantities as may be decided by the tendering authority as and when supply is required during the currency of the contract.
- (3) Tendering Authority shall have the discretion of placing orders beyond the aforesaid maximum quantity at the same rates.
- (4) Schedule of delivery quantity and various security features will be different for each job/consignment

- (5) The award of work will be on a case to case basis – one consignment being one recruitment/examination.
- (6) There may be overlapping of recruitments/examinations in which case the vendor will have to ensure that there is no mix up of material in respect of the two recruitments/examinations.
- (7) The quantity for respective consignment may vary from 1000 to lakhs depending upon number of candidates admitted for that particular examination.
- (8) After delivery of the material as per the instructions of the tendering authority, the service provider has to destroy remaining/balance sheets printed for that job/consignment and certificate to that effect should be submitted after the destruction along with delivery challan.

#### 5.2.10 Quality Assurance

- (1) To ensure Service Quality, MPSC, at its discretion, may conduct Regular audits, Random audits and sample checking.
- (2) MPSC may conduct a random sample survey for each consignment separately from any State/Central Govt/NABL/ILAC. accredited lab to prove conformity and to cross-verify specifications mentioned hereinabove.
- (3) The cost for sample survey has to be paid by the service provider only.

#### 5.2.11 TIME LIMIT:-

- (1) As the Examination work is of time bound nature, the entire work/services shall be completed within stipulated time given by the officers of the tendering authority.
- (2) In case of heavy demand of work, service provider should be able to provide extra staff, etc on demand
- (3) The performance of the said tasks should be adhered to as mentioned in the Award of Contract..
- (4) 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) The expected time frame for completion of various activities is as given below:-

Sr. No.	Quantity	Time Frame in days			
		For Printing	For Packing	For Delivery	Total Days
1	upto 1000	One Day	One Day	One Day	Three Days
2	For 1,001 to 2,000	One Day	One Day	One Day	Three Days
3	For 2,001 to 3,000	One Day	One Day	One Day	Three Days
4	For 3,001 to 4,000	One Day	One Day	One Day	Three Days
5	For 4,001 to 5,000	One Day	One Day	One Day	Three Days
6	For 5,001 to 10,000	One Day	One Day	One Day	Three Days
7	For 10,001 to 20,000	Two Days	Two Days	One Day	Five Days
8	For 20,001 to 30,000	Two Days	Two Days	One Day	Five Days
9	For 30,001 to 40,000	Two Days	Two Days	One Day	Five Days
10	For 40,001 to 50,000	Two Days	Two Days	One Day	Five Days
11	For 50,001 to 1,00,000	Two Days	Three Days	One Day	Six Days
12	For More than 1,00,001	Two Days	Three Days	One Day	Six Days

- (6) The above time limit may be fine-tuned in consultation with the service provider at the time of award of contract depending upon the nature/ scope of the contract.

#### 5.2.12 DELIVERY:-

- (1) The service provider in accordance with the time schedule specified by the tendering authority shall make delivery of the items/ tasks/ services. However in urgent cases items/ tasks/services are to be supplied immediately.
- (2) The service provider should be in a position to supply related reports/ tasks/services on Short Notice as and when needed.
- (3) The service provider should be able to provide related reports/ tasks/services on holidays / Sundays also.
- (4) The final Art work should be submitted for approval within 3 days from the date of purchase order for a particular consignment and delivery period starts from date of approval of the final Art work

#### 5.2.13 VENDOR'S PERSONNEL:-

- (1) The service provider shall employ and provide such qualified and experienced personnel acceptable to tendering authority as are required to perform the services under the contract. It is desired that required number of resource personnel with adequate knowledge and speaking, writing capabilities of Marathi shall be made available.
- (2) The only personnel acceptable to the tendering authority should be deployed for this project/work. The personnel deployed by the service provider should be properly dressed and uniformed. The personnel engaged at all levels must wear Photo Identity Card at all times while on duty.
- (3) During the contract period and after the end of the contract period, the service provider shall refrain from canvassing the tendering authority with a view to procure employment to the vendor's personnel.
- (4) Travel, boarding and lodging of the team on their visits to the various destinations would be paid by the vendor.

#### 5.3 GENERAL INSTRUCTIONS:-

- (1) The Printed Items should be delivered to the Office of the MPSC or anywhere in Mumbai/Navi Mumbai whenever needed. All the expenses for sending the printed items as per the instructions of the Tendering Authority at appropriate places will be borne by the service provider only.
- (2) The Owner / Vendor should be available on his own direct telephone (Office as well as residence) and also on mobile phone so as to call in emergency case. All the contact numbers should be invariably given.
- (3) Technical Specification and 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.
- (4) Time is the essence of contract and work specified herein is time bound under the contract. The work should be completed on turnkey basis within a maximum period as given in the Supply Order. Penalty clause will be enforced for non-completion of work within the stipulated period.
- (5) The Vendor has to take input details from the concerned Departments/ Sections from the office of the Tendering Authority. Seven days advance intimation for the Scheduled supply will be given from the concerned officers of the Tendering Authority.
- (6) One of the supervisors of the Vendor should periodically visit the premises and ensure that the services desired as per scope of the works are up to the mark and should also interact with us to ascertain the position from time to time.
- (7) As Marathi is Official Language of the Government of Maharashtra, the Vendor has to appoint personnel having proficiency with Marathi language. It may be ensured that some of the personnel should have knowledge of Marathi Typing.
- (8) The service provider should have facility of 100% verification in all respects before supply. Each consignment should be verified 100% before supply for Quality of Paper, Quantity of Copies in each packets/envelopes, Barcode, Heading Slip, etc. If any problem arises due to imperfect printing or packing, etc., the consequent damages if any, will have to borne by the service provider. A check report must be supplied along with each consignment.

- (9) The tendering authority reserves the right to visit the premises of the vendor with or without prior notice. During the visit, the tendering authority may take random samples of the printed sheet. In case of any defect or deviation from standard printing in the selected samples, the tendering authority could penalize the vendor up to 5% of the contract value.
- (10) Latest Technologies and hardware configuration shall be used for the proposed solution by taking the consent of the tendering authority before finalizing the tools and technologies to be used for desired services.
- (11) The service provider shall indemnify the tendering authority against all third-party claims of infringement of patent, trademark/ copyright or industrial design rights arising from the use of the desired services or any part thereof.
- (12) Samples of paper of Indian and imported make, which is to be used for the printing purpose by the Bidder along with Scanned copy of document regarding details and specifications of Digital Printing Machines owned by the Bidder must be sent to this office on or before bid opening date/time.

#### **5.4 PROBLEM ESCALATION**

Problem escalation mechanism should be detailed in technical bid. 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,  
5<sup>1/2</sup>, 7<sup>th</sup> and 8<sup>th</sup> Floor, Cooperage Telephone Nigam Building,  
Maharshi Karve Road, Cooperage,  
Mumbai – 400 021.**

**SUBJECT: TENDER DOCUMENT FOR PARTICIPATION IN THE TENDER PROCESS FOR PROVIDING PREPRINTED MUSTER PRINTING SERVICES**

Having examined the tender documents including all Annexure the receipt of which is hereby duly acknowledged, we, the undersigned, offer to work as Service Provider as mentioned in the Scope and Detailed Specifications of the Requirement given in the detail tender document 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,  
5<sup>1/2</sup>, 7<sup>th</sup> and 8<sup>th</sup> Floor, Cooperage Telephone Nigam Building,  
Maharshi Karve Road, Cooperage, Mumbai – 400 021.

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

is hereby authorized to sign relevant documents on behalf of the Company in dealing with Tender of reference <Tender No. and Date > ----- . He is also authorized 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:-



Authorized Signatory

Seal

<Name>

This tender document is not transferable



**ANNEXURE-3**  
**SELF-DECLARATION (NOTARIZED AFFIDAVIT)**

Ref.....

Date: -

To,

**The Secretary,**  
**Maharashtra Public Service Commission,**  
**5<sup>1/2</sup>, 7<sup>th</sup> and 8<sup>th</sup> Floor, Cooperage Telephone Nigam Building,**  
**Maharshi Karve Road, Cooperage, Mumbai – 400 021.**

- 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 Department of Government of Maharashtra as on today.
  9. I / We further undertake that our partner M/s \_\_\_\_\_ (Name of Vendor) having office are also not blacklisted in any Department of Government of Maharashtra as on today.
  10. 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.
  11. 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 & Criminal) as on today.
  12. 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 Notarized 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) Date of Incorporation	
(7) Status of the Bidder	Individual / Private Ltd. / Public Ltd. / LLP / Partnership Firm / Proprietorship Firm
(8) 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. Details of Manpower:-**

3.1 Number of Supervisors:

3.2 Number of Managers:

(Separate pages may be taken to elaborate the projects undertaken).

**4. Quality Certificate, if any:**

S.N.	Name of the Certificate	Certified By	Year of getting Certification	Whether Certificate is valid as on date

**5. 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.)

**6. Contact Details of officials for future correspondence regarding the bid process:-**

Details	Authorized Signatory	Secondary Contact
Name		
Title		
Company Address		
Phone		
Mobile		
E-mail		

**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**  
**DETAILS OF ADMINISTRATIVE MANPOWER**

Sr. No	Name of the Staff	Designation	Qualification	Service in the firm		Total Salary INR
				From	To	

Date: -----

Name of the Bidder: -

Place: -----

Signature: -

Seal of the Organization

**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-6  
PERFORMANCE STATEMENT**

Bid No. .... Date of opening.....

Name of the Firm-----

**Details of Past Contract similar to this Contract** (for a period of last Five years)

S.N.	Name and Address of the client with Contact No.	Contact Person and Contact Number	Nature of Job	Number of copies printed	Total Value of the Contract (In Rs.)	Penalty, if any

(Separate pages may be taken to elaborate the projects undertaken)

**Note: (1)** Please enclose Work-orders along with Completion Certificates / Client's Testimonial given by concerned Organizations or whom work is done.

**(2)** Submission of work completion certificates / clients testimonial is compulsory.

**(3)** In-adequate information or change in format lead to disqualification of the Bid.

Date: -----

Name of the Bidder: -

Place: -----

Signature: -

Seal of the Organization: -

.....

**ANNEXURE- 7**  
**FINANCIAL INFORMATION**

(1) Name of the Bidder-----

(2) Address as per Record-----

(3) PAN-

Sr. No.	Details	2017-18	2018-19	2019-20
(1)	Gross annual turnover			
(2)	Profit/Loss			
(3)	Net Worth			

I have carefully gone through the Terms and Conditions contained in the Tender Document for Appointment of Service Provider for PROVIDING PREPRINTED MUSTER PRINTING SERVICES FOR MPSC  
I hereby declare that the company \_\_\_\_\_ (name of the bidder) has positive net worth for the preceding 5 years excluding covid-19 pandemic year 2020-2021 as on 31st August 2022.  
As per the financial statements, the net worth of the Bidder recorded on 31st March 2022 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-8  
PRICE SCHEDULE (PS)**

To

The Secretary, Maharashtra Public Service Commission,  
5<sup>2</sup>, 7<sup>th</sup> and 8<sup>th</sup> Floor, Cooperage Telephone Nigam Building,  
Maharshi Karve Road, Cooperage,  
Mumbai – 400 021.

**SUBJECT: TENDER DOCUMENT FOR PROVIDING PREPRINTED MUSTER PRINTING SERVICES FOR MPSC**

Sr. No.	Item Description	Item Code	Units	RATE in Figures INR	TOTAL AMOUNT INR	TOTAL AMOUNT In Words INR
1	2	3	5	6	7	8
1	Supply of Preprinted Muster/sheets as per scope of the work	Item1	Per sheet			

- Note:** - (1) The basic unit rate should be quoted for each item  
(2) The lowest Bidder will be decided on the basis of unit rate as mentioned at Sr. No.7.  
(3) GST should be charged extra at prevalent rates and as actual.

**ANNEXURE –9**

**LIST OF DOCUMENTS / INFORMATION TO BE UPLOADED/SUBMITTED ONLINE**

The following documents should be uploaded in the form of PDF files / Scanned images on the e-Tendering website by the tenderers during online bid preparation stage.

**Technical Bid (T1)**

- (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) Details of Manpower (Annexure-5)
- (6) Performance statement along with necessary Documents (Annexure – 6)
- (7) Financial Information from its C.A. in prescribed format along with necessary documents (Annexure-7)
- (8) Copies of Certificate of incorporation /Proprietorship/Partnership
- (9) Copy of the PAN Card
- (10) Copy of GST Registration Certificate from concerned Government Department valid as on 1<sup>st</sup> September, 2022.
- (11) Copy of GST Clearance Certificate or GST payment Challan from concerned Government Department on or after 1<sup>st</sup>September, 2022.
- (12) Copies of the Income Tax Clearance Certificate or Income Tax Return acknowledgement for last three years as on 31<sup>st</sup> March, 2021.
- (13) Proof in support of having in a printing business for at least 5 years
- (14) Proof in support of having an IBA/RBI approved security printer with facility to print 'In-line' VDP bar-coded integrated Sheets/booklets..
- (15) Escalation Matrix of Telephone Numbers for Service Support with name, designation and contact details at each level up to the level of CEO..

**Note:**

- (1) If, during online bid preparation, any need arises to upload additional documents, apart from the above mentioned documents, an option to upload additional documents has been provided in the e-Tendering software which will be available to bidders during online bid preparation stage.
- (2) 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 8)

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