



महाराष्ट्र लोकसेवा आयोग
Maharashtra Public Service Commission



मुख्य कार्यालय : ५/३ व ८ वा मजला, कुपरेज टेलिफोन निगम इमारत, महर्षि कर्वे मार्ग, कुपरेज, मुंबई ४०००२१ दूरध्वनी-२२७९५९०० फॅक्स:२२८८०५२४
फोर्ट कार्यालय : बॅक ऑफ इंडिया इमारत, ३ रा माळा, फोर्ट, मुंबई ४००००९ दूरध्वनी :२२६७०२९०/९४८/२४८,२२९०२२२२. फॅक्स : २२६७३९९५

ई-मेल – sec.mpsc@maharashtra.gov.in वेबसाईट - www.mpsc.gov.in, <https://mahampsc.mahaonline.gov.in>

No.PRN-1620/C.R.10/2020/23

Dated: 30th December, 2020

Tender Notice No. 11/2020

The Secretary, Maharashtra Public Services Commission invites online Technical and Commercial bids from eligible bidders for “REPAIR, REFURBISHING AND REFILLING/RECONDITIONING OF TONER CARTRIDGES WITH MAINTENANCE, REPAIR AND REPLACEMENT OF SPARE PARTS OF VARIOUS MODELS OF PRINTERS” for 3 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	30/12/2020 at 13.00
2	Bid Submission Start Date	30/12/2020 at 13.00
3	Pre Bid Meeting Date	04/01/2021 at 14.00
4	Place for Pre-Bid Meeting	Maharashtra Public Service Commission, 5½, 7 th and 8 th Floor, Cooperage Telephone Nigam Building, Maharshi Karve Road, Cooperage, Mumbai – 400 021.
5	Bid Submission End Date	8/01/2021 at 15.00
6	Bid Opening Date	To be Informed Later
7	Price of Tender Document	Rs. 3000/- (Rupees Three Thousand Only) (Non-refundable) to be paid through Online Payment Modes
8	EMD	Rs. 15,000/- (Rs. Fifteen Thousand Only) to be paid through Online Payment Modes during Bid Preparation Stage.
9	Place of Opening Tender Offers	5½, 7 th and 8 th Floor, Cooperage Telephone Nigam Building, Maharshi Karve Road, Cooperage, Mumbai – 400 021.
10	Address for Communication	Secretary, Maharashtra Public Service Commission 5½, 7 th and 8 th Floor, Cooperage Telephone Nigam Building, Maharshi Karve Road, Cooperage, Mumbai – 400 021.
11	Contact Details	Phone: 022- 22795971 email- sec.mpsc@maharashtra.gov.in

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

MAHARASHTRA PUBLIC SERVICE COMMISSION

5½, 7th and 8th Floor, Cooperage Telephone Nigam Building, Maharshi Karve Road,

Cooperage, Mumbai – 400 021.

Telephone No-(022) 22795971

e-mail- sec.mpsc@maharashtra.gov.in



TENDER DOCUMENT

FOR

REPAIR, REFURBISHING AND REFILLING/RECONDITIONING OF TONER CARTRIDGES WITH MAINTENANCE, REPAIR
AND REPLACEMENT OF SPARE PARTS OF VARIOUS MODELS OF PRINTERS

[PRICE RS. 3,000/-]

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CHAPTER – I
INSTRUCTIONS TO BIDDERS FOR SUBMISSION OF BIDS

1.1 INSTRUCTIONS FOR ONLINE BID SUBMISSION:

- 1.1.1 Tender document is available on e-tendering System of Government of Maharashtra i.e. <https://mahatenders.gov.in>.
- 1.1.2 The bidders are required to submit soft copies of their bids electronically on e-tendering System of Government of Maharashtra using valid Digital Signature Certificates.
- 1.1.3 Detailed information for submitting Online bids may be obtained at <https://mahatenders.gov.in>.
- 1.1.4 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.

1.2 COST OF TENDER DOCUMENT:

The Bidder needs to submit non-refundable tender fee of **Rs. 3,000/- (Rupees Three Thousands Only)** through online mode only during bid preparation.

1.3 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.

1.4 BIDDING DOCUMENTS:

- 1.4.1 The Bidder is expected to examine all instructions, forms, terms, Conditions and specifications given in the bidding documents.
- 1.4.2 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.
- 1.4.3 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.
- 1.4.4 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.
- 1.4.5 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.
- 1.4.6 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.

1.5 PRE-BID MEETING/CLARIFICATION OF BIDS:

- 1.5.1 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.
- 1.5.2 The representatives of the bidders may attend the pre-bid meeting at their own cost. 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.
- 1.5.3 All enquiries from the bidders relating to this RFP must be submitted to the MPSC as per Schedule. These queries should be emailed to sec.mpsc@maharashtra.gov.in with subject line "Pre-bid queries"
- 1.5.4 The queries should necessarily be submitted in the given format-

Query Regarding Tender Notice Number 11/2020 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 No.	Document Clause No.	Clause Title	Queries/Clarification Sought	Justification by Bidder

- 1.5.5 Queries submitted post the above-mentioned deadline, or which do not adhere to the above-mentioned format; may not be responded to.
- 1.5.6 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.
- 1.5.7 Any modifications of this document, which may be necessary because of the pre-Bid Meeting or for any other reason, shall be made available exclusively through a corrigendum.
- 1.5.8 Any such corrigendum shall be deemed to be incorporated into this document. In case of any such amendment of the document, the Bid submission date may be extended in its sole discretion
- 1.5.9 Based on queries received, the MPSC may amend the Tender/issue Corrigendum, if required on the website of MPSC viz. <https://mpsc.gov.in> or e-tendering portal viz. <https://mahatenders.gov.in>.

1.6 AMENDMENT OF BIDDING DOCUMENTS

- 1.6.1 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.
- 1.6.2 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.

1.7 NON-TRANSFERABLE BID

The tender document is not transferable.

1.8 LANGUAGE OF BID

1.8.1 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**.

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

1.9 BID FORM

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

1.10 BID CURRENCY

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

1.11 PREPARATION OF BIDS:

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

1.11.2 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.

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

1.12 ELIGIBILITY CRITERIA

1.12.1 Only those Bidders who fulfill the following criteria are eligible to COMPLETE:-

Sr. No.	Pre-Qualification Criteria	Proof of Document Required
1	The Bidder should have submitted requisite Tender Fee and EMD	Cost of tender document and EMD must be submitted through E-payment only.
2	The bidder should be a registered one under The Companies Act 2013 or other relevant Act/Laws	(1) Certificate of Incorporation/ Proprietorship/Partnership (2) Copy of PAN Card under Income Tax Act.
3	The bidder should have GST Registration certificate valid as on 1 st October, 2020.	Valid GST certificate
4	The bidder should have latest GST Payment Challan as per Laws/Acts/Rules as on 1 st October, 2020	Copy of GST payment Challan from concerned Government Department as on 1 st October, 2020
5	The bidder should have Income Tax Clearance Certificate/Income Tax Return acknowledgment for last three years i. e. 2018-2019, 2017-2018, and 2016-2017.	Copy of the Income Tax Clearance Certificate or Income Tax Return acknowledgement for last three years i. e. 2018-2019, 2017-2018 and 2016-2017
6	The bidder should be a profit making company for the preceding 3 audited financial years with a minimum average turnover of 10 Lakhs during each year from the sales related business	Certificate from its C.A.in Prescribed format (Annexure-8)
7	The Bidder should have their own set up for refill / reconditioning / refurbishing of toner cartridges	Proof in support of having own set up (Bill for purchase of Machinery or self declaration, etc)
8	The Bidder should have minimum 3 years of experience of supplying of refill /reconditioned / refurbished toner cartridge in bulk to Departments / Ministries of the Government of India / Maharashtra / Public Sector Undertakings (PSUs)/ Public Sector Organizations / Corporations, Banks, Universities/State level Board in the State of Maharashtra as on 30 th December, 2020.	(1) Work order/ Contract Copy (2) Completion Certificate issued and signed by the competent authority of the client entity on the entity's letterhead certifying successful execution of project
9	The Bidder should have executed at least three work orders of maintenance, repair and replacement of spare parts of various models of printers each in three calendar years as on 30 th December, 2020	(1) Work order/ Contract Copy (2) Completion Certificate issued and signed by the competent authority of the client entity on the entity's letterhead certifying successful execution of project
10	The bidder should not have been Black Listed by any Central/State Government or PSU on the day of bidding	Self-declaration (Notarized Affidavit) duly signed by the authorized signatory on Non – judicial stamp paper of INR 100/- in Prescribed format (Annexure-3)
11	The bidder should have a functional Office in Mumbai / Thane / Navi Mumbai	Copies of any two of the followings to be furnished: Property Tax / Electricity / Telephone Bill / GST Registration / Lease agreement

1.12.2 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.

1.12.3 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.

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

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

1.12.6 The Bidder blacklisted at any point of time by any Ministry/Department need not apply.

1.12.7 In case the fact is concealed, and it will come to the notice of the tendering authority, during the period of contract, the contract shall be terminated straightway, and the security deposit will be forfeited.

1.12.8 If the fact comes to notice before award of contract, the bid shall be rejected outright and tender may be awarded to next L-2 bidder.

1.13 SUBMISSION OF BIDS

1.13.1 Bids shall have to be submitted online only.

1.13.2 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.

1.13.3 The MPSC shall not be responsible for any delay due to any issues/ uploading the Bid or depositing online Fee/EMD etc.

1.13.4 Pre-Qualification Documents:-

The bidder has to digitally sign and upload the following required bid documents one by one as indicated in the Tender document:-

- (1) Proof regarding submission of requisite tender fee and EMD online.
- (2) Tender offer form duly filled in. (Annexure -1)
- (3) Copies of Certificate of incorporation of the firm (e.g. Registration as Partnership Firm, Proprietary concern, Company etc.)
- (4) Copy of PAN Card under Income Tax Act.
- (5) Copy of GST Registration Certificate from concerned Government Department valid as on 1st October, 2020.
- (6) Copy of GST payment Challan from concerned Government Department on or after 1st October, 2020
- (7) Copy of the Income Tax Clearance Certificate or Income Tax Return acknowledgement for last three years i.e.2018-2019, 2017-2018, and 2016-2017.
- (8) Financial Information from its C.A. in prescribed format along with necessary documents as on Bid submission date (Annexure-8)
- (9) Proof in support of having own set up for refill / reconditioning / refurbishing of toner cartridges
- (10) Proof in support of having minimum 3 years of experience of supplying of refill /reconditioned/refurbished toner cartridge in bulk to Departments/Ministries of the Government of India/Maharashtra/Public Sector Undertakings (PSUs)/ Public Sector Organizations/Corporations, Banks, Universities/State level Board in the State of Maharashtra as on 30th December, 2020
- (11) Proof in support of having executed at least three work orders of maintenance, repair and replacement of spare parts of various models of printers each in three calendar years as on 30th December, 2020.
- (12) Proof in support of having functional Office in Mumbai / Thane / Navi Mumbai. Copy of Latest Property Tax Bill /Latest Electricity / Latest Telephone Bill / GST Registration /Valid Lease agreement/ Shop and Establishment Certificate (Any Two)
- (13) Self Declaration for unblemished record (Annexure - 3) (Notarized Affidavit)
- (14) Tender offer form duly filled in. (Annexure -1)
- (15) Bidders Authorization Certificate. (Annexure - 2)
- (16) Details of Bidder (Annexure - 4)
- (17) Details of Manpower (Annexure-5)
- (18) Performance statement along with necessary Documents (Annexure – 6)
- (19) Problem Escalation / Redressal Mechanism with name, designation and contact details at each level up to the level of CEO.

1.13.5 Bidders are requested to note that they should necessarily submit their Technical bids and financial bids in the PDF format and no other format is acceptable.

1.13.6 Technical and Financial bid 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.

1.13.7 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.

1.13.8 Upon the successful and timely submission of bids, the 'Portal' will display a successful bid submission message and 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.

1.13.9 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.

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

1.13.11 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.

1.13.12 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.
- (4) Price quotation accompanied by vague and conditional expressions Such as "Subject to immediate acceptance", "Subject to confirmation" etc. shall be treated as being at variance & shall be liable for rejection.
- (5) BOQ in the macro enabled excel format is available on the <https://mahatenders.gov.in> portal which needs to be filled while submitting the proposal.

1.14 EARNEST MONEY DEPOSIT (EMD)

1.14.1 Bidders are required to submit the Earnest Money Deposit (EMD) of **Rs. 15,000/-** [Rupees Fifteen Thousands only]

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

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

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

1.14.5 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.

1.14.6 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.

1.15 COMPLETENESS OF BIDS

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

1.16 DEADLINE FOR SUBMISSION OF BIDS

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

1.16.2 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.

1.16.3 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.

1.16.4 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.

1.17 WITHDRAWAL OF BIDS

1.17.1 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.

1.17.2 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.

1.18 PERIOD OF VALIDITY OF BIDS

1.18.1 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.

1.18.2 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.

1.19 EVALUATION COMMITTEE

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

1.20 OPENING OF TECHNICAL BIDS:

1.20.1 After the closing time and/or at any time and date specified thereafter, the Tendering Authority shall open the bids as per the schedule.

1.20.2 The technical bid shall be opened online and listed for further evaluation.

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

1.21 CLARIFICATION OF BIDS

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

1.21.2 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.

1.22 SCRUTINY OF THE BID

1.22.1 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.

1.22.2 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.

1.22.3 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.

1.22.4 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 Service provider 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.

1.23 ADDITIONAL INFORMATION

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

1.24 EVALUATION PROCESS

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

1.24.2 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.

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

1.24.4 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.

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

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

1.25 DATE OF OPENING OF COMMERCIAL BIDS

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

1.25.2 The date for opening of the commercial bid shall be announced after the scrutiny of the technical bid has been completed as above.

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

1.26 REVISED COMMERCIAL BIDS

1.26.1 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.

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

1.27 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.

1.28 EVALUATION OF COMMERCIAL BIDS

1.28.1 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.

- 1.28.2 The Financial Bids of only those Bidders short listed by Tendering Authority will be opened online on a specified date and time
- 1.28.3 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.
- 1.28.4 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".
- 1.29 NEGOTIATIONS:-**
- 1.29.1 The Tendering Authority may at its discretion discuss with the Bidder(s) to clarify contents of their financial offer.
- 1.29.2 The successful Bidder will be informed in writing of the date, place and time for negotiations/clarifications, if any.
- 1.29.3 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.
- 1.29.4 Negotiations will include both technical and financial negotiation, depending on the requirement of the Tendering Authority.
- 1.29.5 Representatives conducting negotiations on behalf of the Bidder must have written authority to negotiate and conclude a Contract.
- 1.29.6 The Tendering Authority shall negotiate with the lowest bidder so as to meet its expectation of a cost effective sustainable and economically promising solution.
- 1.29.7 If the negotiation with lowest Bidder fails, the same shall be rejected and negotiation then shall be done with second lowest Bidder.
- 1.30 ACCEPTANCE AND REJECTION OF PROPOSAL:**
- 1.30.1 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.
- 1.30.2 The Tendering Authority is not bound to accept the lowest tender.
- 1.30.3 Any conditional and/or incomplete bid shall be summarily rejected.
- 1.31 AWARD CRITERIA:**
- 1.31.1 The lowest Bidder will be decided on the basis of average of all unit rate as mentioned in the BoQ.
- 1.31.2 Contract will be awarded to the bidder whose Commercial Offer is determined to be the lowest quoting bidder and/or performance.
- 1.31.3 The Tendering Authority reserves the right to further negotiate the prices quoted by the lowest bidder.
- 1.31.4 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.
- 1.32 CONTACTING THE TENDERING AUTHORITY**
- 1.32.1 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.
- 1.32.2 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.
- 1.33 CORRUPT, FRAUDULENT PRACTICES / AND MISREPRESENTATION.**
- 1.33.1 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.
- 1.33.2 For the purposes of this provision, the terms defined for CORRUPT, FRAUDULENT PRACTICES / AND MISREPRESENTATION will be as per Law.
- 1.33.3 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;
- 1.33.4 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.
- 1.34 NOTIFICATION OF AWARD**
- 1.34.1 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.
- 1.34.2 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.
- 1.35 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:-
- 1.35.1 To vary, modify, revise, amend or change any of the terms and conditions in this Bid;
- 1.35.2 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.
- 1.36 CONDITIONAL TENDERS**
- Hypothetical, ambiguous or Conditional tenders shall be summarily rejected.
- 1.37 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 DEFINITIONS

In this Contract, the following terms shall be interpreted as indicated below:

- 2.1.1 'Bid' means the Technical, Commercial and Financial bids
- 2.2.2 "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.
- 2.1.3 "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;
- 2.1.4 "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 Service Provider or Contractor" which shall be used after award of the contract.
- 2.1.5 "The Contract Rate or Contract Price" means the rate offered by the Service provider and accepted by the Tendering Authority under the Contract for the full and proper performance of its contractual obligations.
- 2.1.6 "The Goods" means all the material/ services, which the Service provider is required to supply to the Tendering Authority under the Contract;
- 2.1.7 "Services" means services ancillary to the Scope of Work hereinabove, transportation, any other incidental services and other obligations of the Service provider covered under the Contract;
- 2.1.8 "Service Level Agreement" or shortly called SLA refers to the minimum performance criteria the service provider promises to meet while delivering and executing the contract entered into with the Commission. It includes service hours, service availability, throughputs and responsiveness, customer support levels, service levels to be provided during contingency and any other services that are related to or incidental to the execution of the contract
- 2.1.9 "Day" means a working day.
- 2.1.10 "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.
- 2.1.11 "Commission" or "MPSC" means Maharashtra Public Service Commission

2.2 APPLICATION OF THESE CONDITIONS

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

2.3 OTHER DOCUMENTS THAT FORM PART OF THIS CONTRACT

The Tender Document (along with its amendments if any), the Bid of the Service provider, any clarifications sought by the Tendering Authority, the responses provided by the Service provider, 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 Service provider.

2.4 SAFETY REQUIREMENTS

The Service provider 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 Service provider's negligence.

2.5 SERVICE PROVIDER'S OBLIGATIONS

- 2.5.1 The Service provider 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.
- 2.5.2 The Service provider is obliged to work closely with the staff of the Tendering Authority and abide by all instructions and directives issued by them.
- 2.5.3 All Hardware and Software required shall be of the Service provider and at service provider's cost. The pirated software's should not be used for proposed services

2.6 CHANGE ORDERS

- 2.6.1 The Tendering Authority may at any time, by written order given to the Service provider, make changes within the general scope of the Contract in any one or more of the services to be provided by the Service provider.
- 2.6.2 If any such change causes an increase or decrease in the cost of, or the time required for the Service provider'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.
- 2.6.3 Any claims by the Service provider for adjustment under this clause must be asserted within thirty (30) days from the date of the Service provider's receipt of the Tendering Authority's change order.
- 2.6.4 Expert Committee constituted by the Tendering Authority shall validate all such claims. The rate applicable for such adjustment is as fixed by Commercial Bid.
- 2.6.5 The Service provider shall make available to the Tendering Authority documents and records related to the performance of the Service provider for verifying the authenticity of the claims made.

2.7 USE OF CONTRACT DOCUMENTS AND INFORMATION

- 2.7.1. The Service provider shall not, without the Tendering Authority's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Tendering Authority in connection therewith, to any person other than a person employed by them in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 2.7.2 Any document, other than the Contract itself, shall remain the property of the Tendering Authority and shall be returned (in all copies) to the Tendering Authority on completion of the Service provider's performance under the Contract if so required by the Tendering Authority.
- 2.7.3 The Service provider must act in good faith and at all times extend its fullest cooperation to the Commission, its employees and agents during the performance of the Services.
- 2.7.4 The Service provider shall act with appropriate propriety and discretion and in particular shall refrain from making any public statement concerning the Project or the Services without prior approval of the Commission.
- 2.7.5 The Service provider shall refrain from disclosing or publicizing to its clientele including past and prospective clients or to the public that it has provided Services to the Commission without prior approval of the Commission.
- 2.7.6 The Service provider 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 Service provider may have access to directly or indirectly from the services performed under this Agreement or otherwise during the course of the Project.
- 2.7.7 Strict confidentiality shall be maintained by the Service provider and its employees/agents in respect of the information provided by the Commission to the Service provider.

- 2.7.8** The confidentiality clause shall be applicable not only to existing employees of the Service provider but also to its employees involved in the project who may leave the service of the Service provider, and accordingly, it shall be the responsibility of the Service provider 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 Service provider and it's both types of employees (present and past) providing services.
- 2.7.9** The Service provider shall have no authority to commit the Commission to any additional costs, fees or expenses in connection with the Project.
- 2.7.10** The service provider shall report immediately to the Commission any circumstances or events which might reasonably be expected to impair or prejudice the performance of the Services.
- 2.7.11** The Service provider shall at all-time refrain from showing the report/work in progress or the completed report/work to any person not duly authorized by the Commission in writing.
- 2.7.12** The Service provider 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 Service provider.

2.8 RESPONSIBILITIES

2.8.1 Service provider 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.

2.8.2 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 Service provider during the conduct of the Project.

2.9 FINANCIAL AND LEGAL LIABILITY

2.9.1 The Service provider shall be solely responsible for any financial issues arising out of the result of this Contract.

2.9.2 Any financial loss to Maharashtra Public Service commission, due to faulty work as a result of this tender, shall be sole responsibility of service provider and he has to fulfill all claims arising out of this problem.

2.10 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 Service providers 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.

2.11 POINT OF CONTACT

2.11.1 The Service Provider shall provide a single point of contact, who will be responsible for the implementation of the project

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

This Tender is not an offer by the MPSC, but an invitation to receive offers from service providers. 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/services as per the scope of the work in good and satisfactory condition and after verification of the services/reports/tasks conforming to the quality, specifications and instructions.
 3.1.3 Normally 3 months time is required for processing of payments subject to availability of funds in the Department.
 3.1.4 For claiming payment, the service provider has to submit Invoice.
 3.1.5 The payment shall be made by "Electronic Fund Transfer (EFT) or e-payment or by cheque. The Service providers are therefore requested to indicate EFT No. and other relevant details in your offer / bill (s).
 3.1.6 Income Tax and other statutory taxes as applicable from time to time will be deducted from billing amount.
 3.1.7 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, transportation, loading, unloading, delivery at proper place, etc. Excluding GST.
 3.2.2 GST should be charged extra as actual while billing the concerned consignment
 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 In case of change in rates of taxes/levies, the same shall not be passed to the tendering authority.
 3.2.6 Any modification in offer after the submission of tender will not be considered.
 3.2.7 The purchaser reserves the right to counter offer price (S) against price (S) quoted by any bidder.
 3.2.7 HSN/SAC Code of Material / Services should be clearly mentioned in the Invoice/Bill.

3.3 PENALTY

- 3.3.1 Failure to supply and install the refilled cartridge and tonner on or before the stipulated date - Rs. 50 /- per day per tonner and or cartridge.
 3.3.2 In case, the materials are not delivered within the specified period- Rs 500 per day.
 3.3.3 In case of unsatisfactory service or refilling of cartridge below the standard-Rs 200/- (Rupees Two Hundred) per cartridge per incidence.
 3.3.4 Supply of any substandard (inferior quality) / incomplete material- 20 percent of the cost of the material alongwith replacement, as applicable

3.3.5 Service Level Agreement for maintaining Printers

Sr. No.	Service Level Agreement	Base Line Performance	Lower Performance	Penalties for breach	
				First Instance	Second Instance
1	Log sheet Maintenance	Per Visit /per maintenance arising on call	NA	>2, 1%	
2	Delay in carrying out AMC as per schedule	On time	Within 2 days (48 hours) of scheduled date	1% of billed amount	2% of billed amount
3	Failure to meet the defined System Uptime	95 %	Less than Base line performance	2% of billed amount	5% of billed amount
4	Failure to deliver AMC services	Zero	NA	3% contract value	Termination of contract

- 3.3.6 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 service provider will be charged at double the rate quoted by him or the cost incurred in getting it done from outside, whichever is higher.
 3.3.7 In case of delay, tendering authority will be at liberty to procure the services from any other agency at the risk and cost of the service provider
 3.3.8 For any other irregularities, mistakes, breach of trust/leakages etc. penalty at the discretion of the tendering authority will be imposed. Also legal action will be initiated against the Service provider.
 3.3.9 For unsatisfactory performance owing to absence of staff, deficiencies in services or for some other reason the tendering authority shall be within its rights to make necessary deductions from the Performance security for such deficiency in services
 3.3.10 Alternatively, the tendering authority may, after giving an opportunity of being heard to the Service provider, get such deficiencies fulfilled at the cost and responsibility of the Service provider.
 3.3.11 All the penalties mentioned hereinabove are exclusive to each other.
 3.3.12 Where any claim for the payment of a sum of money arises, out of or under this contract against the Service provider, that should be deposited in the form of DD in the name of MPSC, payable at Mumbai or electronically transferred to account of the MPSC within 15 from the date of intimation in this behalf.
 3.3.13 In case Service provider fails to deposit the amount of penalty within 15 days, it will be recovered from BG.
 3.3.14 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 Service provider under this and any other persons contracting through the Secretary MPSC.
 3.3.15 If sum not be sufficient to recover the full amount recoverable, the Service provider shall pay to remaining balance due.
 3.3.16 For failure to deposit the amount legal action will be taken against the Service provider.

3.4 SUSPENSION OF WORK

- 3.4.1 The Service provider 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 Service provider 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 Service provider, if request for same is made and that the suspension was not consequent to any default or failure on the part of the Service provider.
 3.4.4 In case the suspension of works, is not consequent to any default or failure on the part of the Service provider, and lasts for a period of more than two months, the Service provider 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 Service provider, if the Service provider becomes bankrupt or otherwise insolvent.
 3.5.2 In this event, termination shall be without compensation to the Service provider, 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 Service provider, terminate the Contract in whole or part:-

- (1) If the Service provider fails to deliver any or all of the Goods or Services within the period(s) specified in the Contract,
- (2) If the Service provider fails to perform as per the Quality standards and as per the Scope of the Work
- (3) If performance of the service provider 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 Service provider, in the opinion of the Tendering Authority has engaged in corrupt or fraudulent practices or indulged in anti-competitive practices/behavior 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 Service provider, without assigning any reason may terminate the Contract in whole or part if the tendering authority satisfies that the services of the Service provider are no more required or Service provider is not executing its services properly.

3.6.4 If the Service provider 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 Service provider and get the work done from other service provider at the risk and consequences of the first service provider.

3.6.5 The cost difference between alternative arrangements and bid value will be recovered from the Service provider 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 service provider.

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 service provider and any loss sustained thereby will be recoverable from the first service provider.

3.7 CONSEQUENCES OF TERMINATION

3.7.1 In circumstances mentioned above, the Tendering Authority shall exercise the following steps:-

- (1) Ask the Service provider 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 The Service provider whose services do not perform satisfactory in accordance with the specifications or habitually failed to supply services in time be disqualified for a suitable period as decided by the tendering authority.

3.7.3 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 Service provider will the supply/services should not exceed the lowest price charged by Service provider 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:

If, at any time, during the continuance of this contract the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restriction, strikes, lock-outs or acts of God (hereinafter referred to as "events"), provided notice of happening of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contracts nor shall either party have any claim for damaged against the other in respect of such non – performance or delay in performance; and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the purchasing officer as to whether the deliveries have been so resumed or not, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract provided also that if the contract is terminated under this clause, the purchaser shall be at liberty take over from the contract at a price to be fixed by the purchasing Officer which shall be final all unused, undamaged and acceptable material, bought out components and stores in course of manufacture in the possession of the contractor at the time of such termination or such portion thereof as the purchaser may deem fit accepting such material, bought out components and stores as the contractor may with the concurrence of the purchaser elect to retain.

3.10 RESOLUTION OF DISPUTES

3.10.1 The Tendering Authority and the Service provider 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 Service provider have been unable to resolve amicably a contract dispute, all such disputes, differences, claims and demands arising under the contract shall be referred to arbitration of a sole Arbitrator to be appointed by the mutual consent. 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

3.14.1 The Service provider shall be entirely responsible for all taxes, duties, license fees, road permits etc.

3.14.2 No increase in the rates shall be allowed during the period of the contract.

3.14 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 Service provider to the Tendering Authority on change address if informed in writing, these shall be sent to the Tendering Authority by the Service provider at the address mentioned in the Letter of Award.

CHAPTER - 4
TERMS AND CONDITIONS SPECIFIC TO THE CONTRACT

4.1 PERIOD OF CONTRACT

- 4.1.1** The contract shall be initially for a period of 3 years or till the date of existence of new contract on case-to-case basis from the date of issuance of Letter of Award. However, the contract may be renewed further on the basis of performance of work provided that both parties agree on mutual terms and conditions as specified in the contract.
- 4.1.2** Duration of the contract shall be 3 years subject to quarterly appraisal and review by the Tendering Authority.
- 4.1.3** 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.
- 4.1.4** 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.
- 4.1.5** The tendering authority reserves the right to award a part/full of the tender work to one or more than one service provider. The work may be awarded to one or more than one service provider on parallel contract basis. The decision of the tendering authority will be final and binding.
- 4.1.6** The tendering authority reserves the right to split the order between two or more successful bidders to meet the requirement if more than one service providers has quoted the same for any item. The order shall be released on need basis.
- 4.1.7** Annual rate contract shall commence from the date of issue of letter of acceptance by the successful bidder.

4.2 SECURITY DEPOSIT / PERFORMANCE GUARANTEE

- 4.2.1** The successful Service provider shall furnish Security Deposit as a Performance Guarantee of Rs. **23,000/-** (Rupees Twenty Three 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.
- 4.2.2** This bank guarantee should remain valid for a period of one year beyond the contract period.
- 4.2.3** 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
- 4.2.4** On extension of the contract the successful Service provider shall have to extend the validity of this bank guarantee for the period for which extension has been awarded.
- 4.2.5** This extended bank guarantee should also remain valid for a period of one year beyond the period for which extension has been granted.
- 4.2.6** The Performance Security/ Security Deposit shall be discharged by the Tendering Authority and returned to the Service provider within thirty (30) days after the expiry of the contract period/extension period.
- 4.2.7** 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.
- 4.2.8** The proceeds of the performance security shall be payable to the Tendering Authority as compensation for any loss resulting from the Service provider'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.
- 4.2.9** In the event of any contract amendment, the Service provider 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.

4.3 CONFIDENTIALITY

- 4.3.1** Any information and data pertaining to the MPSC or any other agency involved in the Contract matter concerning Government of Maharashtra or with the agency that comes to the knowledge of the Service provider in connection with this contract shall be deemed to be confidential and the Service provider shall be fully responsible for the same being kept confidential and held in trust, as also for all consequences of its concerned personnel failing to do so. The Service provider shall ensure due secrecy of information and data not intended for Public distribution.
- 4.3.2** The affidavit on the following format to that effect should be submitted along with Security Deposit on appropriate Non-judicial Stamp Paper duly attested by Public Notary:-
"Certified that any information and data pertaining to the MPSC or any other agency involved in the Contract or matter concerning Government of Maharashtra or with the agency that comes to the knowledge of the Service provider in connection with this contract will be deemed to be confidential and I /we are fully responsible for the same being kept confidential and held in trust, as also for all consequences of I / our personnel failing to do so. Also it is certified that I / we will maintain due secrecy of information and data will not be intended for Public distribution."

4.4 WARRANTEE

The Warrantee 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:-

WARRANTEE FORM

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 at both the Offices of the MPSC 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

4.5 SPECIAL CONDITIONS TO THIS CONTRACT:-

- 4.5.1** 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.
- 4.5.2** Police verification report and security clearance for all the staff is to be obtained before commencement of the work. The Tendering Authority will have the right to ask for police verification from the Service provider at any point of time.
- 4.5.3** Service providers 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.
- 4.5.4** The Service provider will be responsible for any misconduct, theft / attempt of pilferage or misdemeanor on the part of Service provider's employees engaged in connection with the contract work. If the Service provider's 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.
- 4.5.5** The losses to Government properties, if any by contract labourers, will be recovered from the Service provider. The demurrages charges/losses if any due to Service provider will be recovered from the Service provider. The Service provider will have to abide by the all security instructions and requirements as necessary and intimated by tendering authority

4.6 REPORTING PROGRESS

- 4.6.1** 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.
- 4.6.2** 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.
- 4.6.3** The Reports /Executive summary is required to be submitted in soft copy as well. Formats for such reporting shall be discussed and finalized mutually.
- 4.6.4** 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.
- 4.6.5** 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.
- 4.6.6** 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.
- 4.6.7** 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.

4.7 COMMITTEE FOR SUPERVISION

- 4.7.1** The Tendering Authority will be at liberty to set up Project Management Committee of Officers to supervise all Services in all the areas mentioned above.
- 4.7.2** 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.

4.8 HANDING OVER OF WORKS

- 4.8.1** 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.
- 4.8.2** The Tendering Authority shall determine the date on which the work is considered to have been completed.
- 4.8.3** 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

4.9 SUB - CONTRACT

- 4.9.1** 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 Service provider. The Commission may in its sole discretion and without assigning any reason refuse to give such consent.
- 4.9.2** Subcontracting or consortium will not be allowed under any circumstances.

4.10 EXIT MANAGEMENT

4.10.1 EXIT MANAGEMENT PURPOSE

- 4.10.1.1** This schedule sets out the provisions, which will apply on expiry and termination of the contract, the Project Implementation, Operation and service level
- 4.10.1.2** 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.
- 4.10.1.3** The parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule
- 4.10.1.4** 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.

4.10.2 COOPERATION AND PROVISION OF INFORMATION

- 4.10.2.1** 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;
- 4.10.2.2** Promptly on reasonable request by MPSC, 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.

4.10.2.3. 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

4.10.3 CONFIDENTIAL INFORMATION AND SECURITY DATA

4.10.3.1The bidder will promptly on the commencement of the exit management period supply to the MPSC or its nominated agency the following:

- (1) Information relating to the current services rendered and performance data;
- (2) Documentation relating to Computerization Project's Intellectual Property Rights;
- (3) Documentation relating Original equipment manufacturer (OEM's);
- (4) All current and updated data as is reasonably required for purposes of MPSC or its nominated agencies transitioning the services to its Replacement bidder in a readily available format nominated by the MPSC, its nominated agency;
- (5) All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable MPSC or its nominated agencies, or its Replacement bidder to carry out due diligence in order to transition the provision of the Services to MPSC or its nominated agencies, or its Replacement bidder (as the case may be).

4.10.3.2 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.

4.10.3.3 Before the expiry of the exit management period, unless otherwise provided under the contract, 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.

4.10.4 EMPLOYEES

4.10.4.1 Promptly on reasonable request at any time during the exit management period, 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.

4.10.4.2 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.

4.10.4.3 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

4.10.5 TRANSFER OF CERTAIN AGREEMENTS

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

4.10.6 CONFIDENTIALITY

4.10.6.1 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.

4.10.6.2 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.

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

4.10.6.4 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.

4.10.6.5 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.

4.11 LEGAL JURISDICTION

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

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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 advise Government on various service matters like formulation of recruitment rules, on promotions, transfers and disciplinary actions 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 Under Section 80-B of the Mumbai Municipal Corporation Act, the Commission have been entrusted with the responsibility of advising –

- (1) The Municipal Corporation of Greater Mumbai regarding appointments to posts under the control of Corporation, which are equivalent to or higher than the post Executive Engineer. And;
- (2) The Mumbai Electric Supply and Transport undertaking regarding appointments to posts in Grade- A- II.

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

5.1.3 GEOGRAPHICAL SPREAD:

5.1.3.1 For Administrative purposes Office of the MPSC is situated at two places viz. 51/2 th, 7th and 8th Floor, Cooperage Telephone Exchange Bldg., Maharshi Karve Road, Mumbai-400021 and Bank of India Bldg., 3rd floor, M. G. Road, Fort, Mumbai-400001.

5.1.3.2 The offices of the MPSC at the above locations are likely to be shifted to Belapur CBD, Navi Mumbai or anywhere in Mumbai in future.

5.1.3.3 The Service provider/Contractor has to make arrangement for the services under this contract at all the offices of the Tendering Authority.

5.1.3.4 The lift facility for delivery of material at appropriate floors of the concerned building/premises is not available .The service provider has to make all arrangement including labour for proper delivery of services considering non-availability of the lift facility.

5.1.4 DIVISIONS OF MPSC

The day to day activities of the Commission are divided into various Divisions/ Wings/Branches or groups of Division/Wings/Branches like Accounts, Establishment, IT, Pre-Exam, Post-Examination, Direct Recruitment, Departmental Examination, Recruitment and Enquiry, Statistics ,etc under a Joint/Deputy Secretary

5.1.5 OBJECTIVE.

5.1.5.1 The objective of Agreement is to ensure that the proper elements and commitments are in place to provide consistent delivery of maintenance service to buyer by service provider.

5.1.5.2 The goals of Agreement are to:

- (1) Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- (2) Present a clear, concise and measurable description of service provision to the customer.
- (3) Depict Terms and Conditions for all the involved stakeholders.

5.2 SCOPE OF THE WORK**5.2.1 REPAIR, REFURBISHING AND REFILLING/RECONDITIONING OF TONER CARTRIDGES:-**

5.2.1.1 Annual Rate Contract for repair, refurbishing and refilling/reconditioning of toner cartridges

5.2.1.2 Service provider has to attend office, verify that tonner is fully empty and get it is refilled fully same time at same place.

5.2.1.3 Not allowed to take tonner outside the office premises of the tendering authority. In case the toner has to be taken to the premises of the service provider it should marked as supplied by MPSC.

5.2.1.4 In case the toner has to taken to the workshop, the delivery of the refilled/reconditioning/ refurbishing cartridges shall be made within three working days from the date of collection, inclusive of collection day.

5.2.1.5 Refilling call should be attended within 1 day.

5.2.1.6 Has to bring with him all necessary materials required for refilling and parts for replacement like Drum, Blade Wiper, Doctor Blade, PCR, Magnet and Developer etc.

5.2.1.7 After refilling, a tonner should be installed in printer and tested in presence of user with signature of both user and engineer on triplicate copy of challans.

5.2.1.8 A Challans need to be issued on successful refilling to the particular user with his/her signature and same has to be produced alongwith invoice

5.2.2 MANDATORY STEPS/MEASURES TO BE TAKEN IN REMANUFACTURING OF TONER CARTRIDGES:-**5.2.2.1 Quality and Quantity of Toner Powder and Spares:-**

- (1) The quality of toner powder must be of finest quality and quantity must be of as per standard procedure.
- (2) The toner shall be supplied in Pull-out Sealing Tape, with proper packing indicating the name of the Service Provider.
- (3) Toner drum, blade, PCR and Gear etc if replaced, shall be of the make of original equipment manufacturer (OEM) or higher configuration with prior approval from the office of the tendering authority.
- (4) The Cartridge should be fully empty and thoroughly cleaned before refilling.
- (5) Good quality (Finest) toner powder shall be refilled to full capacity of cartridge.

5.2.2.2. Output/yield of toner cartridge:-

- (1) The output/yield and printing quality of remanufactured toner cartridges should be equal to that of an Original Equipment Manufacturer (OEM)
- (2) The number of pages to be printed should not be less than 90% of the value of original cartridge printing capacity and within the range of +/- 10% of OEM at 5% coverage area i.e. text mode.

5.2.2.3 Guarantee/Warranty:-

- (1) Guarantee of the refilling/reconditioning/Refurbishing cartridges must be at least 6 months from the date of installation or till the cartridges gets empty.
- (2) In the event of refilling/reconditioning/refurbishing defects in the cartridge, it should be replaced free of cost.
- (3) After installing the refilled cartridges, in case, any problem is reported by the End user, it shall be the responsibility of the service provider to check the cartridge on site and rectify the problem within stipulated period.
- (4) If any damage/problem arises in the printer, due to supply of poor quality material, the service provider has to repair/service the printer at their own cost.
- (5) If the material supplied is found to be of substandard quality, the same will be returned / replaced
- (6) The service provider is also liable for any damage caused to the equipment by spurious toners/cartridges refilled / supplied.
- (7) The Warranty of replaced spare parts of Printers should be for a period of six months from date of replacement of parts except drum. The warranty of drum should be up to three times refilling of tonner
- (8) Defects Liability Period: - The service provider shall make good any defects observed and pointed out by concerned officers of the MPSC within the defect liability period of 7 Days.

5.2.3 OTHER INSTRUCTIONS/CONDITIONS

- 5.2.3.1 The service provider shall obtain the empty cartridges from the End User of this office and refill at same campus.
- 5.2.3.2 Empty toner cartridges provided shall be marked as 'SUPPLIED BY MPSC'
- 5.2.3.3 The service provider shall provide Free Pick-up and Delivery Service for cartridges without any extra charges.
- 5.2.3.4 The service provider has to maintain record of Spares replaced or repaired and toner /cartridge /refilling/refurbishing in each machine (along with machine serial number) with Signature of authorized person of end user
- 5.2.3.5 The toners / cartridges supplied shall have to be packed in a dust proof cardboard boxes /poly pack.
- 5.2.3.6 All replaced parts must be submitted to IT Dept. with details at same time.
- 5.2.3.7 All material, machinery, manpower and consumables etc. required for the refilling shall be arranged by the service provider. Cost of all the items should be taken into consideration while quoting the charges.
- 5.2.3.8 The service provider has to supply new, reconditioning/refurbishing/refill/compatible/remanufacturing of toner cartridge (as per requirement basis) for printer. Before supplying the reconditioning/ refurbishing/ refill/compatible /remanufacturing toner cartridge the service provider must ensure proper functioning have been done such as-
 - (1) Dismantle/disassemble of used Cartridge to inspect its structural integrity;
 - (2) Cleaning up of all Parts of the Cartridge;
 - (3) Replacement of Main Components of the Cartridge;
 - (4) Reassemble of all Parts of the Cartridge; and
 - (5) Refilling of good quality toner Powder.
 - (6) Replacement of cartridge parts as involved (Toner Powder of finest quality, OPC, Drum, Magnetic roller, Soft PCR, Recovery blade, Wiper Blade, Doctor Blade) Toner Drum, Blade, PCR and Gear
- 5.2.3.9 The service provider has to arrange additional Laser Jet Printer on requirement/emergency as a standby for usage without any additional/extra charges.
- 5.2.3.10 Replacement of the Toner cartridges drum, requires prior permission from concerned authority of the MPSC
- 5.2.3.11 Minimum 10 (Ten) no. extra Toner Cartridge shall have to be kept in the Office of the MPSC to maintain shortage of supply and to deal with emergencies.
- 5.2.3.12 The quality of printing shall be maintained as per requirement of the MPSC.
- 5.2.3.13 The service provider shall be responsible for any damages of cartridge/ leakages of toner/Ink and resolve it without claiming any extra charges within stipulated time.
- 5.2.3.14 The service provider shall not leave the waste material at site. After the completion of work, waste material shall be removed and disposed off beyond the Building premises as directed by concerned Officers of the MPSC.
- 5.2.3.15 The tendering authority shall be free to check/test the sample of printed items supplied by the service provider from any independent source for which all required cooperation/ documentation shall be submitted by the Service provider.

5.2.4 MAINTENANCE, REPAIR AND REPLACEMENT OF SPARE PARTS OF VARIOUS MODELS OF PRINTERS

- 5.2.4.1 Comprehensive Annual Rate Contract(CAMC) for maintenance, repair and replacement of spare parts of various models of printers inclusive of repairs and replacement of spare without any extra payments.
- 5.2.4.2 The Contract would include (Depending upon the contract Duration / contractual obligation):-
 - (1) Preventive Maintenance Service (PMS) – Quarterly
 - (2) Annual Maintenance Services (AMS)
 - (3) Break Down Services/Repair (BDS)
- 5.2.4.3 The scope of Annual Comprehensive Maintenance Service covers upkeep and smooth working of the equipment within the premises of the tendering authority as per laid down SLA and other provisions contained in the tender/agreement document.
- 5.2.4.4 The CAMC includes preventive maintenance monthly / quarterly and regular services of the various equipment and/or replacement of any items necessary for keeping the listed equipment active and free from any defects/disturbance and on any unscheduled call for corrective and maintenance services.
- 5.2.4.5 Service provider should deploy trained, experienced and technically competent service engineer alongwith suitable instruments / tools to examine and repair the listed equipments for carrying out necessary maintenance services for the equipments, to ensure proper upkeep of equipment, quick resolution of fault as per bench marked maintenance practices / OEM manuals and to provide onsite efficient engineering services during the AMC period.
- 5.2.4.6 There should be Continuous efforts to minimize the down time of the equipment
- 5.2.4.7 The service provider shall ensure that all equipments are maintained at optimum operating levels at onsite only. All scheduled maintenance required for the upkeep of the equipment would be carried and for this all the necessary and adequate tools / instruments shall be provided by the service provider itself to the engineers responsible for upkeep of equipment.
- 5.2.4.8 Any defective part of the equipment must be repaired / replaced by the Service Provider at his own cost.
- 5.2.4.9 Parts so replaced should be new and genuine OEM parts or as prescribed by OEM in their Service Manual and depending on the item under contract.
- 5.2.4.10 The service provider should have the required drivers / software for maintaining peripherals and for configuring them.
- 5.2.4.11 If required service provider should also do the update / maintenance of operating system, software installation provided by user, installation of patches, configuration of applications (clients side) and updating of drivers etc for upkeep and maintenance of peripherals under CAMC.
- 5.2.4.12 The Service Provider must fulfill the requirement of number of preventive maintenance services.
- 5.2.4.13 **System Uptime**
 - (1) The breakdown time will be worked out as under: -
Total Machine's Days(X) = (NO of equipment under AMC) * No. of working day in a quarter.

Breakdowns (Y) =Cumulative Sum of breakdown duration of all the equipment under AMC in days during the quarter
Percentage uptime= (X-Y)/X *100.

(2) The service provider shall ensure minimum 95% uptime.

5.2.4.14 Other Instructions/Conditions

- (1) Immediately on award of the service order, the service provider would submit a report regarding taking over of the equipment for maintenance purpose.
- (2) It shall be the responsibility of the service provider to make the equipment working satisfactorily throughout the contract period, also to hand over the equipment in working condition on expiry of the contract. In case any damage in the equipment is found, penalty would be applied at the time of payment
- (3) The maintenance shall be carried out during office hours , primarily at the premises as specified in the work order. In case, the Service Provider feels that the equipment cannot be repaired at site, they should carry and deliver the equipment back at their own cost and risk after getting it repaired promptly.
- (4) The service provider will make sure that all the peripherals/equipments/ assets are in working conditions at users' premises.
- (5) The service provider shall provide service support as and when required during the AMC period without any extra cost to the tendering authority. The response time is subject function of working days during working hours.
- (6) Complaint can be registered either telephonically or by e-mail or in person at helpdesk setup established by service provider. Post contract award, the service provider shall provide contact point, the escalation matrix and call logging mechanism
- (7) Proper record of the complaints should be maintained at each consignee location / user premises
- (8) Ordinarily a complaint must be attended within 4 hours when no change of spare part is involved.
- (9) In case of requirement of change of spare part, the complaint should be resolved within 48 hours of its receipt.
- (10) Majority of faults should be rectified in the first response itself. Maximum period allowed for defect rectification shall be 48 hrs.
- (11) The service provider would put asset number on each listed equipment, being maintained by them. These should correspond to the number/s of equipments to be maintained in a separate register along with details where they are placed / located.
- (12) If there is shifting of the equipment/s under contract, the service provider will have to make changes in record accordingly. Designated Officer in charge would assist in this task and ensure this to be done under his supervision
- (13) The Service Provider is required to maintain the log sheet which will include number of services provided during the contract period with dates and part of the equipment got repaired or replaced, with its proper model number and necessary details. The service provider shall provide quarterly call logged and resolution data in pdf / excel format.

5.2.5 The service provider shall ensure that it will supply genuine and bonafide products manufactured by it without infringing on any intellectual property rights of third parties. Further such products shall not be spurious or damage the printer or cause any injury to any person failing which the service provider shall be held responsible.

5.2.6 For hazardous chemical/item, all precautionary measures as per regulation from the point of transportation/ handling /storage/ safety/ health/ environment to be undertaken/ specified before dispatch. During dispatch, proper symbol for the hazard/ MSDS/ Batch No./ date of manufacturing/ Gross Weight/ Net Weight/ shelf Life etc are to be written/ printed/ pasted on the body of the packing.

5.3 QUANTITY:-

5.3.1 The approximately yearly quantity required as per previous years experience/requirement is as follows:-

Sr.No.	Printer	Number of Printers	Cartridge	Yearly Requirement(Approx.)
1	Brother HL2361DN	20	TN2365	100
2	Brother MFC2701DW	15	TN2365	80
3	Brother MFC8370DN	02	TN3250	10
4	CANON MF746CX COLOUR LASER	01		05
5	HPLJM1213NF MFP	03	CC388A	30
6	HP LASERJET 9040DN	01	C8543X	05

5.3.2The quantity may vary by ± 25 %

5.3.3However, 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.

5.3.4 Tendering Authority shall have the discretion of placing orders beyond the aforesaid maximum quantity at the same rates.

5.3.5Proper account of quantity / quality of materials supplied should be maintained. The MPSC has the right to reject the refill/service and no claim/ explanation to be entertained / accepted if materials used are less than the specified or if deviation is found.

5.3.6 Bidders are requested to quote rates for all the material/items mentioned above, if any

5.4 TIME-LIMIT

5.4.1 The Service provider will have to meet all the requirements of the MPSC immediately on the receipt of the supply orders and in any case within a maximum period of one day from the date of issue of supply order.

5.4.2 However the supply of urgent nature shall have to be made on the same day.

5.4.3 The supply order shall be collected personally by the Service provider or his nominated persons. It will be the responsibility of the Service provider to supply the items in accordance with supply order within stipulated time frame and of quality.

5.5 DEPLOYMENT OF PERSONNEL

5.5.1 The Service Provider shall employ and provide such qualified and experienced personnel as are required to perform the services under the contract.

5.5.2Non-availability/shortfall in punctuality to attend office will invoke penalty as per the contract

5.5.3 The Service Provider is required to ensure that technical manpower capable of handling assigned work and other related activities alongwith adequate Machinery/Infrastructure is available at all times in the premises of the MPSC.

5.5.4As Marathi is the Official Language of the Government of Maharashtra, the Service Provider has to appoint personnel having proficiency in Marathi language.

5.5.5 The staff provided by the Service Provider will perform their duties in accordance with the instructions given by the officers of the Tendering Authority from time to time.

5.5.6 The Service Provider has to take approval for the staff deployed from the tendering authority before deployment. The tendering authority has every right to reject the names of the personnel if the same is not acceptable to them before or after commencement of the project.

5.5.7 Substitute will have to be provided against the staff proceeding on leave/or remaining absent.

5.5.8 The proposed services shall be normally manned from 9.45 hrs. to 18.15 hrs. as per the requirement throughout the year as decided by the Tendering Authority depending upon necessity of the work/services.

5.5.9 The Office of the Tendering Authority will remain closed on all Saturdays, Sundays, of every month and on all public holidays declared by Government of Maharashtra.

5.5.10 If required, the Service Provider has to provide services on holidays also without any additional cost

**ANNEXURE-1
TENDER OFFER FORM (TOF)**

Dated: _____

Tender Reference No.:

To

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

SUBJECT: TENDER DOCUMENT FOR PARTICIPATION IN THE TENDER PROCESS FOR REPAIR, REFURBISHING AND REFILLING/RECONDITIONING OF TONER CARTRIDGES WITH MAINTENANCE, REPAIR AND REPLACEMENT OF SPARE PARTS OF VARIOUS MODELS OF PRINTERS

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

I/We declare that we are an established service provider 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^{1/2}, 7th and 8th Floor,
Cooperage Telephone Nigam Building,
MaharshiKarve Road,
Cooperage, Mumbai – 400 021.

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

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

Thanking you,

The specimen signature of the authorized person is as:-



Authorised Signatory

<Name>

Seal

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

Ref.....

Date: -

To,
The Secretary,
Maharashtra Public Service Commission,
5^{1/2}, 7th and 8th 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 Service provider) 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 Notorised Affidavit should be submitted before closing date fixed for Online Technical Bid Closing.
- (2) No change of any kind should be made in this format. In-adequate information or change in format could lead to disqualification of the bid.

**ANNEXURE-4
DETAILS OF BIDDER**

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

1. General Profile of the Company/Firm:-

(1) Name and Address of the Bidder With Telephone Nos., mobile Nos., Fax, E-mail and Website	
(2) Field of activities	
(3) Offices situated at different locations, if any	
(4) Turn over for last three years (Audited Annual Accounts and Annual Reports) of three accounting years to be submitted/uploaded)	
(5) If registered with panel of any Govt./PSUs / Banks, furnish details	
(6) PAN Card details	
(7) Date of Incorporation	
(8) Status of the Bidder	Pvt. Ltd./Public Ltd./LLP/Partnership Firm/Proprietorship Firm
(9) Bank account details	(1) Name of the Bank (2) Branch (3) Name of account holder as per bank record (4) IFSC (5) Account Number

2. Details of Registrations:-

Sr. No.	Authority	No.	Issue Date
1	Registrar of Companies		
2	Registrar of Firms		
3	Registrar of Societies		
4	Labour Department		
5	Income Tax Department (PAN)		
6	Goods and Service Tax Department		

3. Quality Certificate, if any:

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

4. Awards for products/Services, if any:

S.N.	Name of the Certificate	Certified By	Year of getting Certification	Field of Award (S/W development Consultancy etc.)

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

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

Place:

Date:

Signature:

Name:

Company Seal

Note:

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

ANNEXURE- 5

DETAILS OF ADMINISTRATIVE MANPOWER EXCLUSIVELY ASSOCIATED WITH THIS PROJECT

Sr. No.	Name of the Resource	Proposed Role	Highest Qualification	Total Experience (in years)
(1)	(2)	(3)	(4)	(5)

Date: -----

Name of the Bidder: -

Place: -----

Signature: -

Seal of the Organisation

Note:- No change of any kind should be made in this format. In-adequate information or change in format could lead to disqualification of the bid.

**ANNEXURE-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 Tel. No.	Contact Person and Contact Number	Nature of Job	Volume, if any	Total Value of the Contract (In Rs.)	Date of completion of contract		Penalty imposed by clients if any
						As per Contract	Actual	

(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 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 Organisation: -

**ANNEXURE- 7
PRICE SCHEDULE (PS)**

**TENDER FORREPAIR, REFURBISHING AND REFILLING/RECONDITIONING OF TONER CARTRIDGES WITH
MAINTENANCE, REPAIR AND REPLACEMENT OF SPARE PARTS OF VARIOUS MODELS OF PRINTERS**

Sr. No.	Item Description	Refilling/ Unit Rate INR	Reconditi oning Rate INR	Rate for Drum	Rate for PCR	Rate for Web Roller	Rate for Doctor Blade	Rate for Wiper Blade	Rate for Chip	Rate for Gear	Total Amount In INR	Total Amount in words
1	2	3	4	5	6	7	8	9	10	11	12	13
1	Toner/Cartridge											
1.01	Brother HL2361DN											
1.02	Brother MFC2701DW											
1.03	Brother MFC8370DN											
1.04	Canon MF746CX Colour Laser											
1.05	HPLJM1213NF MFP											
1.06	HP LJ 9040DN											
2	Printer's Part (For all printers)											
2.01	Teflon Sleeve											
2.02	Pressure Roller											
2.03	Lower Roller											
2.04	Upper Roller											
2.05	Fuser Assembly											
2.06	Pick up Roller											
2.07	Duplex Tray											
2.08	Logic Board(formatter)											
2.09	Power Supply											
2.10	CCD											
2.11	Scanner											
2.12	SDF tray											
3	CAMC Charges per unit per annum											
4	AMC Charges per unit per Annum, if unit is under Warranty											

ANNEXURE – 8

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.

Pre-Qualification Documents (T1)

- (1) Proof regarding submission of requisite tender fee and EMD online.
- (2) Copies of Certificate of incorporation of the firm (e.g. Registration as Partnership Firm, Proprietary concern, Company etc.)
- (3) Copy of PAN Card under Income Tax Act.
- (4) Copy of GST Registration Certificate from concerned Government Department valid as on 1st October, 2020.
- (5) Copy of GST payment Challan from concerned Government Department on or after 1st October, 2020
- (6) Copy of the Income Tax Clearance Certificate or Income Tax Return acknowledgement for last three years i.e. 2018-2019, 2017-2018, and 2016-2017.
- (7) Financial Information from its C.A. in prescribed format along with necessary documents as on Bid submission date (Annexure-8)
- (8) Proof in support of having own set up for refill / reconditioning / refurbishing of toner cartridges
- (9) Proof in support of having minimum 3 years of experience of supplying of refill /reconditioned/refurbished toner cartridge in bulk to Departments/Ministries of the Government of India/Maharashtra/Public Sector Undertakings (PSUs)/ Public Sector Organizations/Corporations, Banks, Universities/State level Board in the State of Maharashtra as on 30th December, 2020
- (10) Proof in support of having executed at least three work orders of maintenance, repair and replacement of spare parts of various models of printers each in three calendar years as on 30th December, 2020
- (11) Proof in support of having functional Office in Mumbai / Thane / Navi Mumbai. Copy of Latest Property Tax Bill /Latest Electricity / Latest Telephone Bill / GST Registration /Valid Lease agreement/ Shop and Establishment Certificate (Any Two)
- (12) Self Declaration for unblemished record (Annexure - 3) (Notarized Affidavit)
- (13) Tender offer form duly filled in. (Annexure -1)
- (14) Bidders Authorization Certificate. (Annexure - 2)
- (15) Details of Bidder (Annexure - 4)
- (16) Details of Manpower (Annexure-5)
- (17) Performance statement along with necessary Documents (Annexure – 6)
- (18) Problem Escalation/Redressal Mechanism 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 7)
