



महाराष्ट्र शासन

महाराष्ट्र लोकसेवा आयोग

मुख्य कार्यालय : ५, ७, ८ वा मजला, कुपरेज टेलिफोन निगम इमारत, महर्षि कर्वे मार्ग, कुपरेज, मुंबई - ४०००२१ ☎ २२७९५९००

फोर्ट कार्यालय : बँक ऑफ इंडिया इमारत, ३ रा मजला, फोर्ट, मुंबई-४००००१ ☎ २२१०२२२२

Email ID : contact-secretary@mpsc.gov.in

Website : https://mpsc.gov.in , https://mpsonline.gov.in

No. MIS-0120/CR-26/2022/IT

Dated: 5th December, 2022

Tender for providing services for Physical Standard Test and Physical Efficiency Test Events of Recruitment for Police Sub Inspector

Tender Notice No. 12/2022

The Secretary, Maharashtra Public Service Commission invites online bids (Technical and Commercial) from eligible bidders for "Providing services for Physical Standard Test and Physical Efficiency Test Events of Recruitment for Police Sub Inspector" 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	05.12.2022 at 17.00
2	Bid Submission Start Date	05.12.2022 at 17.00
3	Pre Bid Meeting Date	07.12.2022 at 14.00
4	Place for Pre-Bid Meeting	Maharashtra Public Service Commission, 5½, 7th and 8th Floor, Cooperage Telephone Nigam Building, Maharshi Karve Road, Cooperage, Mumbai – 400 021.
5	Bid Submission End Date	11.12.2022 at 15.00
6	Bid Opening Date	Will be informed separately
7	Price of Tender Document	RS.4,800/- (Rupees Four Thousand Eight Hundred Only) (Non refundable) to be paid through Online Payment Modes
8	EMD	Rs.80,000/- (Rs. Eighty Thousand Only) to be paid through Online Payment Modes during Bid Preparation Stage.
9	Place of Opening Tender Offers	5½, 7 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 Telephone & Fax Numbers	Phone: 022- 22795949 email- contact-secretary@mpsc.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

DISCLAIMER

1. Detailed schedule for the various activities to be performed in e-tendering process by the Bidder for quoting their offer is given in this Tender Document under "Tender Schedule". Bidder should carefully note down the cut-off dates for carrying out each e-tendering process / activity.
2. Every effort is being made to keep the Website up to date and running smoothly 24 x 7. However, MPSC takes no responsibility, and will not be liable for, the website being temporarily unavailable due to any technical issue at any point of time.
3. The MPSC will not be liable or responsible for any damages or expenses arising from any difficulty, error, imperfection or inaccuracy with this Website. It includes all associated services, or due to such unavailability of the Website or any part thereof or any contents or any associated services.
4. Bidders must follow the schedule of e-tendering process and get their activities of e-tendering processes done **well in advance** before due dates so as to avoid any inconvenience arises due to unforeseen technical problem if any.
5. MPSC will not be responsible for any incomplete activity of e-tendering process of the tenderer due to technical error/ failure of website and it cannot be challenged by way of appeal or arbitration in the Court of Law.
6. This document is not an agreement and is not an offer or invitation by MPSC to any other Party. The purpose of the document is to provide interested bidders with information to assist in formulation of their Proposal. The document does not purport to contain all the information any bidder may require. The interested bidders should check the accuracy, reliability and completeness of the information in this document and respond suitably for the proposal.
7. The MPSC may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in the document at any point of time before the submission of the proposal by the bidders.

MAHARASHTRA PUBLIC SERVICE COMMISSION

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

Telephone No-(022) 22795949

e-mail- contact-secretary@mpsc.gov.in



Tender Document

For

Providing services for Physical Standard Test and Physical Efficiency Test Events of Recruitment for Police Sub Inspector

[PRICE RS.4,800/-]

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CHAPTER – 1
INSTRUCTIONS TO BIDDERS FOR SUBMISSION OF BIDS

1.1 DEFINITIONS

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

1.2 INSTRUCTIONS FOR ONLINE BID SUBMISSION:

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

1.3 COST OF TENDER DOCUMENT:

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

1.4 COST OF BIDDING:

The Bidder shall bear all costs associated with the preparation and submission of its tender, and the Tendering Authority shall in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.

1.5 BIDDING DOCUMENTS:

- 1.5.1** The Bidder is expected to examine all instructions, forms, terms, Conditions and specifications given in the bidding documents.
- 1.5.2** Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect shall be at the Bidder's risk and may result in rejection of the bid.
- 1.5.3** The tender offer is liable to be rejected outright without any intimation to the Bidder if complete information as called for in the tender document is not given therein, or if particulars asked for in the Forms / Pro-forma in the tender are not fully furnished.
- 1.5.4** A Prospective Bidder requiring any clarification in the Tender document may notify the Tendering Authority in writing or by email at the mailing address as indicated.
- 1.5.5** The Tendering Authority will respond in writing or by email to any request for clarification of the Tender Document received not later than 2 days prior to the last date for the receipt of bids prescribed.
- 1.5.6** Written copies of the response (including an explanation of the query but without identifying the source of enquiry) may be sent to all prospective bidders who have received the Tender.

1.6 PRE-BID MEETING/CLARIFICATION OF BIDS:

- 1.6.1** MPSC will host a Pre-Bid Meeting for queries (if any) by the prospective bidders. The date, time and place of the meeting are given in this tender document
- 1.6.2** The purpose of the pre-bid meeting is to provide a forum to the bidders to clarify their doubts / seek clarification or additional information, necessary for them to submit their bid.
- 1.6.3** All enquiries from the bidders relating to this tender must be submitted to the MPSC as per Schedule. These queries should be emailed to contact-secretary@mpsc.gov.in with subject line as "Pre-bid queries"
- 1.6.4** The queries should necessarily be submitted in the following given format:-

Query Regarding Tender Notice Number 12/2022 of MPSC

Request for Clarification					
Name and Address of the Organization submitting request					
Name and Position of Person submitting request					
Contact Details of the Organization /Authorized Representative					
Tel:					
Mobile:					
E-mail:					
Sr. No.	Document Page	Document Clause No.	Clause Title	Queries/Clarification Sought	Justification by Bidder

- 1.6.5** Queries submitted post deadline, or which do not adhere to the above-mentioned format; may not be responded to.

- 1.6.6** MPSC will endeavor to provide timely response to all the queries. However, MPSC makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does it undertake to answer all the queries that have been posed by the Bidders.
- 1.6.7** Any modifications of this Tender, which may be necessary because of the pre-Bid Meeting or for any other reason, shall be made available exclusively through a corrigendum.
- 1.6.8** Any such corrigendum shall be deemed to be incorporated into this Tender. In case of any such amendment of the Tender, the MPSC may extend the Bid submission date in its sole discretion.
- 1.6.9** Based on queries received, the MPSC may amend the Tender/issue Corrigendum, if required on the website of MPSC viz. <https://mpsc.gov.in> or e-tendering portal viz. <https://mahatenders.gov.in>.

1.7 AMENDMENT OF BIDDING DOCUMENTS

- 1.7.1** At any time prior to the deadline for submission of bids, the Tendering Authority may, for any reason, whether on its own initiative or in response to the clarification requested by a prospective bidder, modify, change, incorporate or delete certain terms and conditions in the bidding document.
- 1.7.2** In order to allow prospective bidders reasonable time to take into consideration the amendments while preparing their bids, the Tendering Authority, at its discretion, may extend the deadline for the submission of bids.

1.8 NON-TRANSFERABLE BID

The tender document is not transferable.

1.9 LANGUAGE OF BID

- 1.9.1** The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and The Tendering Authority shall be in **English language**.
- 1.9.2** Wherever the correspondence is not in English, requisite translation should be attached, and the English version shall prevail in case of any dispute.

1.10 BID FORM

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

1.11 BID CURRENCY

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

1.12 PREPARATION OF BIDS:

- 1.12.1** Bidders shall go through the 'Tender Document' carefully to understand documents required to be submitted as a part of bid.
- 1.12.2** Bidder in advance, should get ready the bid documents to be submitted as indicated in the Tender document/schedule and generally, it can be in PDF.
- 1.12.3** The bidders should take into account corrigendum, if any, published before submitting their bids.

1.13 ELIGIBILITY CRITERIA

- 1.13.1** Only those vendors who fulfill the following criteria are eligible to COMPETE:-

Sr. No.	Pre-Qualification Criteria	Proof of Document Required
1	The bidder should be a registered one under The Companies Act, 2013 or Proprietorship or Partnership firm or registered under other relevant Act/Laws	(1) Certificate of Incorporation/ Proprietorship / Partnership (2) PAN Card
2	The bidder should have GST Registration certificate valid as on 1st September, 2022.	Valid GST certificate
3	The bidder should have latest GST Payment Challan as per Laws /Acts/Rules as on or after 1st September, 2022.	Copy of GST payment Challan from concerned Government Department as on or after 1st September, 2022
4	The bidder should have Income Tax Clearance Certificate/Income Tax Return acknowledgment for last three years	Copy of the Income Tax Clearance Certificate or Income Tax Return acknowledgment for last three financial years i.e. 2021-2022, 2020-2021 and 2019-2020
5	The bidder must have an average annual turnover of minimum INR 3 Crores during last 3 financial years ending on 31st March 2022 and the Bidder should have positive net worth for the preceding 5 years excluding covid-19 pandemic year 2020-2021.	Certificate from its C.A. in Prescribed format (Annexure 7)
6	The Bidder should have successful experience of carrying out PST and PET services for any Service Commission or Police Recruitment Boards in India at least for five work order in last Five (5) years of using RFID equipment or Digital Technology for a minimum of 50,000 candidates with minimum of 1500 candidates per day at per centre of PET in an error free manner.	Experience Certificate
7	The bidder should not have been Black Listed by any Government or PSU on the day of bidding	Self-declaration (Notarized Affidavit) in prescribed format (Annexure-3) duly signed by the authorized signatory on Non – judicial stamp paper of INR 100/-

- 1.13.2** Documentary evidence for compliance of each of the eligibility criteria must be enclosed along with the bid together with the references as required in the Eligibility Criteria. The bidder shall check a list before uploading documents for the eligibility criteria.
- 1.13.3** Relevant portions, in the documents submitted in pursuance of eligibility criteria, shall be highlighted and all pages of the bid document should be serially numbered.
- 1.13.4** If the bid is not accompanied by all the above mentioned documents, the same would be rejected.
- 1.13.5** The tendering authority reserves the right to verify/evaluate the claims made by the vendor independently

1.14 SUBMISSION OF BIDS

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

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

- (1) Tender offer form duly filled in. (Annexure -1)
- (2) Bidders Authorization Certificate. (Annexure - 2)
- (3) Self-Declaration for unblemished record (Annexure - 3) (Notarized Affidavit)
- (4) Details of Bidder (Annexure - 4)
- (5) Details of Manpower (Annexure-5)
- (6) Performance statement along with necessary Documents (Annexure – 6)
- (7) Financial Information from its C.A. in prescribed format along with necessary documents (Annexure-7)
- (8) Copies of Certificate of incorporation /Proprietorship/Partnership
- (9) Copy of the PAN Card
- (10) Copy of GST Registration Certificate from concerned Government Department valid as on 1st September, 2022.
- (11) Copy of GST Clearance Certificate or GST payment Challan from concerned Government Department on or after 1st September, 2022.
- (12) Copies of the Income Tax Clearance Certificate or Income Tax Return acknowledgement for last three financial years as on 31st March, 2022.
- (13) Proof in support of having successful experience of carrying out PST and PET services for any Public Service Commission or Police Recruitment Boards in India at least for five work order in last Five (5) years of using RFID equipment or Digital Technology Machines for a minimum of 50,000 candidates with minimum of 1500 candidates per day at per centre of PET in an error free manner.
- (14) Escalation Matrix of Telephone Numbers for Service Support with name, designation and contact details at each level up to the level of CEO.

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

1.14.6 Bid shall be typed or written and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation and shall form a part of the Proposal. The name and position of each person signing the authorization must be typed or printed below the signature. All pages of the Proposal shall be signed or sealed by the person signing the Proposal.

1.14.7 The time (which is displayed on the bidders' dashboard) will be considered as the standard time for referring the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

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

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

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

1.14.11 Language of Proofs:

In case any of the Document submitted is in a language other than Marathi or English, a certified copy of translation of the same in Marathi or English should be enclosed and the translation be also certified by the professional who has otherwise certified the said proofs.

1.14.12 COMMERCIAL BID

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

1.15 EARNEST MONEY DEPOSIT (EMD)

1.15.1 Bidders are required to submit the Earnest Money Deposit (EMD) for **Rs. 80,000/- [Rupees Eighty Thousand only]**

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

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

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

1.15.5 The Earnest Money Deposit shall be forfeited:

- (1) If a Bidder withdraws its Bid during the period of bid validity or
- (2) If the Bidder fails to accept corrections of arithmetic errors identified by the MPSC in the Bidder's Bid, if any or
- (3) In case of a successful Bidder, if the Bidder fails:
 - (a) To sign the contract form in accordance with the terms and conditions.
 - (b) To furnish performance security/security deposit as specified in this tender.

1.15.6 Exemption from paying Earnest Money Deposit:

- (1) Indian manufacturers/suppliers who are Micro Small Medium Enterprises (MSME) small scale units and registered with National Small Industries Corporation under single point registration scheme are exempted from payment of earnest money deposit provided they to furnish a photocopy of valid registration with NSIC under the single point registration scheme, for the quoted item/s in support of claim along with their request letter.
- (2) Mere registration as a SSI Unit does not qualify the Bidder for exemption from furnishing the EMD.
- (3) The certificate with monetary limit indicated should be valid on the scheduled date/Extended date of submission of tender. Certificates without monetary limit will not be considered.
- (4) The items of Product/Services mentioned under NSIC certificate should be the same or similar to the tendered item/s.
- (5) The monetary limit stipulated in the certificate of MSMEs should be equal or more than the value of work(s)/Supply/Service under MSME benefits during the financial year plus estimated cost of this tender for availing EMD exemptions.
- (6) In case the NISC/MSEs registration certificate is found invalid during evaluation, the bid of such bidder shall be rejected.

1.16 COMPLETENESS OF BIDS

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

1.17 DEADLINE FOR SUBMISSION OF BIDS

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

1.17.2 In the event of the specified date for the submission of Bids being declared as a holiday for the Tendering Authority, the bids shall be received up to the appointed time on the next working day.

1.17.3 The Tendering Authority may, at its discretion, extend this deadline for submission of bids, in which case all rights and obligations of the Tendering Authority and Bidders subject to the deadline shall thereafter be subject to the deadline as extended.

- 1.17.4 If for any reason, any interested bidder fails to complete any of online stages during the complete tender cycle, the tendering authority shall not be responsible for that and any grievance regarding this shall not be entertained.

1.18 WITHDRAWAL OF BIDS

- 1.18.1 The Bidder may withdraw its bid after the submission, provided that written notice of the withdrawal is received by the Tendering Authority prior to the deadline prescribed for submission of bids.
- 1.18.2 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of the bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval shall result in the Bidder's forfeiture of its bid security and the offer shall stand automatically rejected.

1.19 PERIOD OF VALIDITY OF BIDS

- 1.19.1 Bids shall be valid for acceptance for a period of 180 days from the date of opening of Commercial Bid and thereafter unless it is withdrawn in writing by the Bidder.
- 1.19.2 In exceptional circumstances, the Tendering Authority may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing and shall be binding.

1.20 EVALUATION COMMITTEE

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

1.21 OPENING OF TECHNICAL BIDS:

- 1.21.1 After the closing time and/or at any time and date specified thereafter, the Tendering Authority shall open the bids.
- 1.21.2 The financial bids shall not be opened till the completion of evaluation of technical bids.

1.22 CLARIFICATION OF BIDS

- 1.22.1 During evaluation of bids, the Tendering Authority may, at its discretion, ask the Bidder for a clarification of its bid.
- 1.22.2 The request for a clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.

1.23 SCRUTINY OF THE BID

- 1.23.1 Preliminary scrutiny shall be made to determine whether bids are complete, whether any computational errors have been made, whether required EMD has been furnished, whether the documents have been properly signed.
- 1.23.2 Prior to the detailed evaluation, the Tendering Authority shall determine the substantial responsiveness of each bid. For purposes of these clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations.
- 1.23.3 If a bid is not substantially responsive, it shall be rejected by the Tendering Authority and shall not subsequently be made responsive by the bidder by correction of the nonconformity.
- 1.23.4 Technical bid shall be evaluated in the following sub-steps:-
- (1) **Firstly**, the documentation furnished by the Bidder shall be examined prima facie to see if the technical skill base and financial capacity and other Vendor attributes claimed therein are consistent with the needs of this project.
 - (2) **In the second step**, the Tendering Authority may ask the bidders for additional information, visit to Bidders site and/or arrange discussions with their professional, technical faculties to verify claims made in technical bid documentation. If it is found that the documents submitted by the bidder are not compatible with the actual situation at site, or if the document supplied by the bidder are found to be fraudulent or misrepresenting the facts, it shall render the bidder ineligible for further participation in the tender process. The decision of the Tender Committee in this regard shall be final and binding on the bidder and cannot be challenged.
 - (3) **In the third step**, the Tendering Authority may ask the prospective bidders for the presentation regarding Technical Capability of the Bidders and understanding regarding the Project, if required.

1.24 ADDITIONAL INFORMATION

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

1.25 EVALUATION PROCESS

- 1.25.1 The Technical evaluation shall be done by a Committee appointed by Secretary, MPSC.
- 1.25.2 The decision of the evaluation committee in the evaluation of the technical bids shall be final. No correspondence will be entertained outside the process of negotiation / discussion with the Committee.
- 1.25.3 The Bidder should submit documentary evidence on its qualification/eligibility with the offer.
- 1.25.4 If the Bidder does not fulfill qualification/evaluation criteria, he will be treated as non – responsive and his/her offer will not be considered for further processing.
- 1.25.5 Technical assessment will be based on profile and track record, design and layout of content and presentable.
- 1.25.6 On the basis of technical assessment, the commercial bids of qualified Bidders be opened.

1.26 DATE OF OPENING OF COMMERCIAL BIDS

- 1.26.1 Commercial Bids of only technically qualified Bidders as mentioned above will be opened.
- 1.26.2 The date for opening of the commercial bid shall be announced after the scrutiny of the technical bid
- 1.26.3 The date will not be later than 60 days from the date of opening of technical bid.

1.27 REVISED COMMERCIAL BIDS

- 1.27.1 If there be any changes in the terms and conditions of the tender pursuant to the negotiations during the evaluation of the technical bids, which are likely to impact on the financial bids, it shall be mandatory for the Tendering Authority to seek revised commercial bids in sealed covers ONLY from those Bidders cleared by the Technical evaluation committee.
- 1.27.2 While seeking such revised commercial bids, the committee shall give reasons justifying the need for such a course of action.

1.28 OPENING OF COMMERCIAL BIDS

The Tendering Authority reserves the right to open Commercial Bid even if one Bidder qualifies the Technical Bid or only one Bid is received in response to the Tender Notice. However in the case of one Bid the power to negotiate with the Bidder will be reserved with the Tendering Authority.

1.29 EVALUATION OF COMMERCIAL BIDS

- 1.29.1 Financial bids will be evaluated on the basis of better quality and performance and/or total price, i.e. all inclusive of price of product.
- 1.29.2 The Financial Bids of only those Bidders short listed by Tendering Authority will be opened in the presence of their Representatives on a specified date and time to be intimated to the respective Bidders.
- 1.29.3 If the Tendering Authority considers necessary, Revised Financial Bids may be called for from the technically short listed Bidders before opening the original financial bids for recommending the final selection.
- 1.29.4 If revised financial bids are called for, the revised bids should NOT be higher than the original bids except in case of change in Government levies, otherwise the bid shall be rejected. Lowest Bidder will be selected as per the "Award Criteria".

1.30 NEGOTIATIONS:-

- 1.30.1 The Tendering Authority may at its discretion discuss with the Bidder(s) to clarify contents of their financial offer.

- 1.30.2 The successful Bidder will be informed in writing of the date, place and time for negotiations/clarifications, if any.
- 1.30.3 The successful Bidder will confirm in writing its participation in negotiations and ability to adhere to its Technical and Financial Proposals within five (5) days of receiving the notice in accordance with relevant Clauses.
- 1.30.4 Negotiations will include both technical and financial negotiation, depending on the requirement of the Tendering Authority.
- 1.30.5 Representatives conducting negotiations on behalf of the Bidder must have written authority to negotiate and conclude a Contract.
- 1.30.6 The Tendering Authority shall negotiate with the lowest bidder so as to meet its expectation of a cost effective sustainable and economically promising solution.
- 1.30.7 If the negotiation with lowest Bidder fails, the same shall be rejected and negotiation then shall be done with second lowest Bidder.
- 1.31 ACCEPTANCE AND REJECTION OF PROPOSAL:**
- 1.31.1 The tendering authority reserves the right to accept or reject any Proposal, and to annul the bidding process and reject all Proposals at any time before issuance of a Letter of award, without assigning any reasons and without incurring any liability to the Bidders.
- 1.31.2 The Tendering Authority is not bound to accept the lowest tender.
- 1.31.3 Any conditional and/or incomplete bid shall be summarily rejected.
- 1.32 AWARD CRITERIA:**
- 1.32.1 Contract will be awarded to the bidder whose Commercial Offer is determined to be the lowest quoting bidder and/or performance.
- 1.32.2 The Tendering Authority reserves the right to further negotiate the prices quoted by the lowest bidder.
- 1.32.3 If Rates of two or more bidders happen to be equal in that case the contract shall be awarded to the party with more experience/ performance/ goodwill of providing services at the discretion of Secretary, MPSC.
- 1.33 CONTACTING THE TENDERING AUTHORITY**
- 1.33.1 No Bidder shall contact the Tendering Authority on any matter relating to its bid; from the time of the bid opening to the time the contract is awarded. If he wishes to bring additional information to the notice of the Tendering Authority, he should do so in writing. The Tendering Authority reserves the right as to whether such additional information should be considered or otherwise.
- 1.33.2 Any effort by a Bidder to influence the Tendering Authority in its decision on bid evaluation, bid comparison or contract award may result in disqualification of the Bidder's bid and also forfeiture of his Earnest Money Deposit amount.
- 1.34 CORRUPT, FRAUDULENT PRACTICES / AND MISREPRESENTATION.**
- 1.34.1 The Tendering Authority requires that the bidders/suppliers/ contractors under this tender observe the highest standards of ethics during the procurement and execution of such contracts.
- 1.34.2 For the purposes of this provision, the terms defined for CORRUPT, FRAUDULENT PRACTICES / AND MISREPRESENTATION will be as per Law.
- 1.34.3 The Tendering Authority shall reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- 1.34.4 The Tendering Authority shall declare a firm ineligible, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract.
- 1.35 INTEGRITY PACT**
- 1.35.1 The Service Provider are required to enter into "Integrity Pact" as notified by the Central Vigilance Commissioner vide Circular No.02/01/2017 (File No.015/VGL/091 dated 13 January, 2017) and as amended from time to time. Only those Service Providers/Vendors who commit themselves to such a pact with MPSC would be considered competent to participate in the bidding process.
- 1.35.2 The Integrity Pact is to be submitted on a Non-Judicial Stamp Paper of Rs100/-
- 1.36 NOTIFICATION OF AWARD**
- 1.36.1 Prior to expiration of the period of bid validity, the Tendering Authority shall notify the successful bidder in writing that its bid has been accepted.
- 1.36.2 Upon the successful bidder's furnishing of Performance Security /Security Deposit and contract form the Tendering Authority shall promptly notify each unsuccessful bidder and shall discharge their Bid security.
- 1.37 BINDING CLAUSE**
- All decisions taken by the Tendering Authority regarding the processing of this tender and award of contract shall be final and binding on all parties concerned. The Tendering Authority, reserves the right:-
- (1) To vary, modify, revise, amend or change any of the terms and conditions in this Bid;
 - (2) To reject any or all the tender/s without assigning any reason whatsoever thereof or to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.
- 1.38 CONDITIONAL TENDERS**
- Hypothetical, ambiguous or Conditional tenders shall be summarily rejected.
- 1.39 INTERPRETATION OF THE CLAUSES**
- In case of any ambiguity in the interpretation of any of the clauses in Tender Document or the Contract Document, the Tendering Authority's interpretation of the clauses shall be final and binding on all parties.

CHAPTER - 2
CONDITIONS OF CONTRACT

GENERAL CONDITION, DEFINITION AND APPLICABILITY

2.1 APPLICATION OF THESE CONDITIONS

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

2.2 OTHER DOCUMENTS THAT FORM PART OF THIS CONTRACT

The Tender Document (along with its amendments if any), the Bid of the Vendor, any clarifications sought by the Tendering Authority, the responses provided by the Vendor, and any other correspondence exchanged shall form part of the contract to the extent the same is not inconsistent with this document and the award document to the Vendor.

2.3 SAFETY REQUIREMENTS

The Vendor shall abide by the job safety measures prevalent in India and shall free the Tendering Authority from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Vendor's negligence.

2.4 VENDOR'S OBLIGATIONS

2.4.1 The Vendor is responsible for, and obliged to conduct all contracted activities as defined in the scope of work or wherever contained in this document, in accordance with the Contract.

2.4.2 The Vendor is obliged to work closely with the staff of the Tendering Authority and abide by all instructions and directives issued by them.

2.5 CHANGE ORDERS

2.5.1 The Tendering Authority may at any time, by written order given to the Vendor, make changes within the general scope of the Contract in any one or more of the services to be provided by the Vendor.

2.5.2 If any such change causes an increase or decrease in the cost of, or the time required for the Vendor's performance of any provisions under the Contract, an equitable adjustments shall be made in the Contract Price or delivery services, or both, and the Contract shall accordingly be amended.

2.5.3 Any claims by the Vendor for adjustment under this clause must be asserted within thirty (30) days from the date of the Vendor's receipt of the Tendering Authority's change order.

2.5.4 Expert Committee constituted by the Tendering Authority shall validate all such claims. The rate applicable for such adjustment is as fixed by Commercial Bid.

2.5.5 The Vendor shall make available to the Tendering Authority documents and records related to the performance of the Vendor for verifying the authenticity of the claims made.

2.6 USE OF CONTRACT DOCUMENTS AND INFORMATION

2.6.1 The Vendor shall not, without the Tendering Authority's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Tendering Authority in connection therewith, to any person other than a person employed by them in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

2.6.2 Any document, other than the Contract itself, shall remain the property of the Tendering Authority and shall be returned (in all copies) to the Tendering Authority on completion of the Vendor's performance under the Contract if so required by the Tendering Authority.

2.6.3 The Vendor must act in good faith and at all times extend its fullest cooperation to the Commission, its employees and agents during the performance of the Services.

2.6.4 The Vendor shall act with appropriate propriety and discretion and in particular shall refrain from making any public statement concerning the Project or the Services without prior approval of the Commission.

2.6.5 The Vendor shall refrain from disclosing or publicizing to its clientele including past and prospective clients or to the public that it has provided Services to the Commission without prior approval of the Commission.

2.6.6 The Vendor shall not divulge to any person not authorized by the Commission and shall not use for its own purposes, any information concerning the Commission, its staff or the Project which the Vendor may have access to directly or indirectly from the services performed under this Agreement or otherwise during the course of the Project.

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

2.6.8 The confidentiality clause shall be applicable not only to existing employees of the Vendor but also to its employees involved in the project who may leave the service of the Vendor, and accordingly, it shall be the responsibility of the Vendor to ensure that any such employee also shall not divulge or use any such information for his/her own purpose; Violation of these terms and Conditions resulted into the Civil as well as Criminal liability against the Vendor and its both types of employees (present and past) providing services.

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

2.6.10 The vendor shall report immediately to the Commission any circumstances or events which might reasonably be expected to impair or prejudice the performance of the Services.

2.6.11 The Vendor shall at all-time refrain from showing the report/work in progress or the completed report/work to any person not duly authorized by the Commission in writing.

2.6.12 The Vendor at any time shall not show or submit report / work in progress or completed work report to any person / authorities except the person / Authorities duly authorized by the Commission in writing, violation of this shall be civil and criminal liability on Vendor.

2.7 RESPONSIBILITIES

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

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

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

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

2.8 FINANCIAL AND LEGAL LIABILITY

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

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

2.9 INDEMNITY

The Bidder shall indemnify Tendering Authority from and against any costs, loss, damages, expenses and claims including those from third parties or liabilities of any kind howsoever suffered arising or incurred interalia during and after the contract period out of:-

- (1) Any negligence or wrongful act or omission by the Bidder, employees of the Bidder or any subcontract or third party in connection with or incidental to this contract or
- (2) Any breach of any of the terms of this contract by all Vendors or any sub-contract or third party.
- (3) All third-party claims of infringement of patent, trademark/ copyright or industrial design rights arising from the use of the Services and related services or any part thereof.

2.10 STANDARDS OF PERFORMANCE

The Vendor is liable to complete the work in accordance with the specification and approved International standard according to various related Laws, Rules and Regulations.

2.11 POINT OF CONTACT

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

2.11.2 In case of any change in the contact person at a later point of time the Service Provider should communicate the same to the authorities.

2.12 DISCLAIMER

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

2.12.2 No contractual obligation whatsoever shall arise from the tender process unless and until a formal contract is signed and executed by duly authorized Officers of the MPSC with the service provider

CHAPTER – 3 COMMERCIAL TERMS

3.1 PAYMENT SCHEDULE

- 3.1.1** No advance payment will be made. Payment of monthly bills shall be made on post service basis.
- 3.1.2** Payment shall be made after the completion of the work as per the scope of the work for every examination/recruitment in good and satisfactory condition and after verification of the services/reports/tasks conforming to the quality, specifications and instructions
- 3.1.3** Unless specifically provided for in the tender documents or any Special Conditions, no escalation in the Tender rates or prices quoted will be permitted.
- 3.1.4** Payment shall be made against Invoices after necessary verification (Agreement and Penalty Clause) and due diligence by MPSC
- 3.1.5** All taxes deductible at source, if any, at the time of release of payments, shall be deducted at source as per current rate while making any payment
- 3.1.6** In case of any recoveries are due to be made with regard to statutory levies, taxes, penalties and liquidated damages, etc., the MPSC reserves the right to effect the recoveries from the subsequent payments due to the Service provide
- 3.1.7** Payment shall be tendered in electronic mode (e-payment), through any of the designated bank. The Service Provider will comply by furnishing full particulars of bank account (e-mandate) to which the payments are to be routed.
- 3.1.8** MPSC reserves the right to make payment in any alternate mode also.
- 3.1.9** Normally 3 months' time is required for processing of payments subject to availability of funds in the Department.
- 3.1.10** TDS Certificate, etc will be issued after the deduction of Government taxes.

3.2 PRICE OFFER AND TAXES

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

3.3 SERVICE LEVEL AGREEMENT AND PENALTY

- 3.3.1** The key service level requirements as given in the Scope of the work which needs to be ensured by the Service Provider.
- 3.3.2** These performance requirements shall be strictly imposed and a third party audit/certification agency also be deployed by MPSC for certifying the performance of the Service Provider against the target performance matrix.
- 3.3.3** The SLA monitoring shall be performed/reviewed on a regular basis.
- 3.3.4** During the Contract period, it is envisaged that there could be changes to the SLA, in terms of addition, alteration or deletion of certain parameters, based on mutual consent of both the Parties i.e. MPSC and Service Provider.

3.3.5 Penalty

3.3.5.1 Penalties for various omissions/ mistakes/irregularities/errors/delays/non-execution of work will be as listed below:-

Sr.No.	Nature of violation	Penalties
1	Not reporting at a venue on specified date	Up to 15,000/- per day
2	Not able to complete the assignment within stipulated time	10% of the value of the contract
3	Failure to set up required number of counters for PET and PST	15,000/- per counter
4	Mismatch in fingerprints and data of a candidate	15,000/- per candidate
5	Failure to deploy adequate man power and equipments/machinery at the respective venues	5 % of the value of that contract
6	Failure to deploy adequate equipment like RFID, Computers, Cameras, etc. at the recruitment venues	10 % of the value of that contract
7	Recording of faulty measurements during PST	11,000/- per fault.
8	Failure to generate rejection slip	150/- per candidate.
9	Non synchronization of time at start and finish lines	5% of the value of the contract in each instance.
10	Loss of data on account of any irregularities, negligence, omission, commission or mishandling, etc	Any financial liability etc. occurring to MPSC by way of litigation the service provider shall be accountable and the entire damage or loss or financial liability shall be borne by the service provider.
11	Loss of secrecy	Permanent debarred from recruitment process in MPSC and forfeiture of Performance Security
12	Interruption of work during project without any sufficient cause for reasons attributed to the service provider due to failure of technology	Up to Rs.25,000/- per day
13	Incorrect and incomplete result/data at any stage during or after completion of recruitment process	Up to Rs.1, 00,000/-.
14	Continuous unsatisfactory services as per the entire Scope of Work and onwards for reasons attributable to the service provider within the contract period	Termination of contract with forfeiture of security deposit
15	Failure to retrieve time stamped video footage of any event and PST of a candidate	Up to Rs.5,000/-per candidate
16	Any failure in completing the PET and PST for the number of candidates called and reported for a day, for the reasons attributable to the service provider	Rs.25,000/- per day will be levied, apart from subjecting the candidates for PET and PST without any additional charges.

3.3.5.2 The service provider shall have to correct all errors/omissions without any additional charges.

3.3.5.3 In the event of any accident at the work site on account of service provider's negligence or the negligence of his men, penalty as deemed fit shall be imposed and shall be recovered from his bills. Any damages/ compensation arising out of such incidents shall be borne by the Firm.

- 3.3.5.4** In the case of MPSC suffering any financial loss due to the delay in the processing or declaration of the result or occurrence of major/minor error, the loss shall be fully recovered from the service provider
- 3.3.5.5** 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.
- 3.3.5.6** For any other irregularities, mistakes, breach of trust/leakages etc. penalty at the discretion will be imposed along with forfeiture of security amount. Also legal action will be initiated against the service provider.
- 3.3.5.7** That 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 running bills of the service provider for such deficiency in services.
- 3.3.5.8** 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.
- 3.3.5.9** Where any claim for the payment of a sum of money arises, out of or under this contract against the service provider, the tendering authority shall be entitled to recover such a sum by appropriating in part or whole, from the performance security to be deposited by the service provider.
- 3.3.5.10** 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.
- 3.3.5.11** If this sum not be sufficient to recover the full amount recoverable, the service provider shall pay to this office remaining balance due.
- 3.3.5.12** For failure to deposit the amount legal action will be initiated against the service provider.
- 3.4 SUSPENSION OF WORK**
- 3.4.1** The Vendor shall, if ordered in writing by the tendering authority for non-performance, temporarily suspend the works or any part thereof for such a period and such a time as ordered.
- 3.4.2** The Vendor shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the Works as aforesaid.
- 3.4.3** An extension of time for completion, corresponding with the delay caused by any such suspension of the works as aforesaid shall be granted to the Vendor, if request for same is made and that the suspension was not consequent to any default or failure on the part of the Vendor.
- 3.4.4** In case the suspension of works, is not consequent to any default or failure on the part of the Vendor, and lasts for a period of more than two months, the Vendor shall have the option to request the tendering authority to terminate the Contract with mutual consent.
- 3.5 TERMINATION FOR INSOLVENCY**
- 3.5.1** The Tendering Authority may at any time terminate the Contract by giving written notice to the Vendor, if the Vendor becomes bankrupt or otherwise insolvent.
- 3.5.2** In this event, termination shall be without compensation to the Vendor, provided that such termination shall not prejudice or affect any right of action or remedy, which has accrued or shall accrue thereafter to the Tendering Authority.
- 3.6 TERMINATION**
- 3.6.1** The Tendering Authority may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Vendor, terminate the Contract in whole or part:-
- (1) If the Vendor fails to deliver any or all of the Goods or Services within the period(s) specified in the Contract,
 - (2) If the Vendor fails to perform as per the Quality standards and as per the Scope of the Work
 - (3) If performance of the vendor pursuant to the contract is not satisfactory or not in accordance with industry practice under the circumstances which pertain to the objectionable service (including not limited to loss of damage of examination material, documents fully or partly or otherwise poor delivery performance, material failure to meet security audits and frequently late, erroneous or illegible reports, etc.)
 - (4) If the Vendor, in the opinion of the Tendering Authority has engaged in corrupt or fraudulent practices in competing for or in Executing the Contract.
- 3.6.2** The Tendering Authority may also at its sole discretion accept full or part work and also reserves the right to delete any items/services from the scope of the work.
- 3.6.3** The Tendering Authority may, without prejudice to any other remedy for breach of contract, by written notice sent to the Vendor, without assigning any reason may terminate the Contract in whole or part, if the tendering authority satisfies that the services of the Vendor are no more required or Vendor is not executing its services properly.
- 3.6.4** If the Vendor after submission of Bid and due acceptance of the same i.e. after placement of order fails to abide by the terms and conditions of the tender document or fails to execute the work as per the prescribed schedule given or at any time repudiates the contract, the tendering authority will have the right to forfeit the EMD, invoke performance security deposited by the Vendor and get the work done from other vendor at the risk and consequences of the first vendor.
- 3.6.5** The cost difference between the alternative arrangements and vendor's bid value will be recovered from the Vendor along with other incidental charges including transportation, taxes, etc. in case tendering authority is forced to get work done through alternative sources and if the cost is lower, no benefit on this account would be passed on the vendor.
- 3.6.6** In case of failure by the bidder to carry out the job in accordance with provisions of the contract and as per the Scope of the Work, the tendering authority will have right to cancel the contract and award it to any other vendor and any loss sustained thereby will be recoverable from the first vendor.
- 3.7 CONSEQUENCES OF TERMINATION**
- 3.7.1** In circumstances mentioned above, the Tendering Authority shall exercise the following steps:-
- (1) Ask the Vendor to leave the job and return the entire material in an "as is where is" condition, and / or.
 - (2) Shall forfeit the Security Deposit obtained as performance Guarantee.
 - (3) Shall take appropriate steps in terms of remedies for breach of contract under relevant provisions of law.
- 3.7.2** Tendering Authority reserves right to disqualify the Vendor for a suitable period who habitually failed to supply services in time.
- 3.7.3** Further, the Vendor whose services do not perform satisfactory in accordance with the specifications may also be disqualified for a suitable period as decided by the tendering authority.
- 3.7.4** Tendering Authority reserves the right to blacklist a bidder for a suitable period in case he fails to honor his bid without sufficient grounds.
- 3.8 FALL CLAUSE:**
- It is a condition of the contract that all through the currency thereof, the price at which Vendor will supply/services should not exceed the lowest price charged by Vendor to any customer during the currency of the contract and that in the event of the prices going down below the contract prices, service provider shall promptly furnish such information to the tendering authority to enable to amend the contract rates for subsequent supplies/services.

3.9 FORCE MAJEURE CLAUSE:

- 3.9.1** The service provider shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 3.9.2** Force Majeure shall not cover the price fluctuation of components
- 3.9.3** For purposes of this Clause, Force Majeure means an event or situation beyond the control of the service provider that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the service provider.
- 3.9.4** Force Majeure events may include, but not be limited to, acts of MPSC in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 3.9.5** If a Force Majeure situation arises, the service provider shall promptly notify MPSC in writing of such conditions and the cause thereof. Unless otherwise directed by MPSC in writing, the service provider shall continue to perform its obligations under the Contract as far as it is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure.

3.10 RESOLUTION OF DISPUTES

- 3.10.1** The Tendering Authority and the Vendor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them in connection with the contract.
- 3.10.2** If, after thirty (30) days from the commencement of such informal negotiations, the Tendering Authority and the Vendor have been unable to resolve amicably a contract dispute, all such disputes, differences, claims and demands arising under the contract shall be referred to arbitration of a sole Arbitrator to be appointed by the Tendering Authority. All arbitrations shall be held in Mumbai.

3.11 GOVERNING LANGUAGE

The contract shall be written in English or Marathi. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same languages.

3.12 APPLICABLE LAW

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

3.13 TAXES AND DUTIES

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

3.14 NOTICES

- 3.14.1.** Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing or by telex, cable or facsimile and confirmed in writing to the party's address.
- 3.14.2.** A notice shall be effective when delivered or on the notices effective date whichever is later.
- 3.14.3** For the purposes of all notices by the Vendor to the Tendering Authority on change address if informed in writing, these shall be sent to the Tendering Authority by the Vendor at the address mentioned in the Letter of Award.

TERMS AND CONDITIONS SPECIFIC TO THE CONTRACT**4.1 PERIOD OF CONTRACT**

- 4.1.1** The contract shall be initially for a period of 12 months reckoned from the date as notified in the Letter of Award. (LOA) The maximum period of contract will be 3 years subject to extension in the interval of 12 months
- 4.1.2** If required, further extension will be given through mutual consent.
- 4.1.3** The Tendering Authority reserves right to extend the contract for further period of 12 months on the same terms and conditions. The Contractor is bound to accept such extension orders
- 4.1.4** Even in case, the contractor is not interested to extend the contract for 12 months period, he will be essentially required to execute the work at least for next 6 months period on the same rates and terms and conditions of the contract
- 4.1.5** Duration of the contract shall be as above subject to quarterly appraisal and review by the Tendering Authority. In case the performance is not found to be satisfactory or not in conformity with terms and conditions of the Tender document, the contract shall be terminated even before the scheduled time after following due procedure of law.
- 4.1.6** In the event of premature closure of contract for reasons mentioned herein above, the Security Deposit shall be forfeited along with penalty as decided by the Tendering Authority.

4.2 COMMENCEMENT AND EXPIRATION OF CONTRACT**4.2.1 Effectiveness of Contract:**

This Contract shall come into force and effect on the date (the "Effective Date") as specified in the Letter of Award. In case effective date is not stipulated, the contract shall be effective from the date it is signed by both parties.

4.2.2 Expiration of Contract:

- (1) The contract will automatically stand terminated as soon as the period of contract is over.
- (2) No separate notice will be issued to the contractor for the termination of the contract Withdrawal of personnel.
- (3) On expiry of the contract, Service provider shall withdraw all its personnel from 0000 hours midnight of the day immediately succeeding the date on which contract expires

4.3 ENTIRE AGREEMENT

- 4.3.1** This Contract contains all covenants, stipulations and provisions agreed by the Parties.
- 4.3.2** No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for any other statement, representation, promise agreement not set forth herein.

4.4 MODIFICATIONS OR VARIATIONS:

- 4.4.1** Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties.
- 4.4.2** Each Party shall give due consideration to any proposal for modification or variation made by the other Party.

4.5 AWARD OF CONTRACT**4.5.1 Letter of Award:**

The tendering authority will notify the successful bidder by post or by fax or email that his/her bid has been accepted. The notification of award will constitute the formation of the Contract upon the furnishing by the successful bidder of a performance security/security deposit and other documents in accordance with relevant clause mentioned.

4.5.2 Letter of Acceptance:

Within 7 days of receipt of notification of award, the successful bidder shall furnish Letter of Acceptance to MPSC conveying willingness to accept the work/supply order in accordance with the provisions of this tender and the Letter of Award.

4.5.3 Selection of Vendor:

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

4.6 SECURITY DEPOSIT / PERFORMANCE GUARANTEE

- 4.6.1** The successful Vendor shall furnish Security Deposit as a Performance Guarantee of **Rs. 63,000/- (Rupees Sixty 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.
- 4.6.2** This bank guarantee should remain valid for a period of three months beyond the contract period.
- 4.6.3** The Performance Security/ Security Deposit shall be denominated in Indian Rupees and shall be in the form of a Bank guarantee issued by a nationalized/scheduled bank located in India acceptable to the Tendering Authority in the form provided in the bidding documents
- 4.6.4** In the event of premature closure of contract for reasons mentioned herein above, the Security Deposit shall be absolutely forfeited along with penalty as decided by the Tendering Authority
- 4.6.5** On extension of the contract the successful Vendor shall have to extend the validity of this bank guarantee for the period for which extension has been awarded.
- 4.6.6** This extended bank guarantee should also remain valid for a period of three months beyond the period for which extension has been granted.
- 4.6.7** The Performance Security/ Security Deposit shall be discharged by the Tendering Authority and returned to the Vendor within thirty (30) days after the expiry of the contract period/extension period.
- 4.6.8** Failure of the successful bidder to sign the contract, proposed in this document (Conditions of Contract) and as may be modified, elaborated or amended through the award letter, shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Tendering Authority may make the award to another bidder or call for new bids.
- 4.6.9** The proceeds of the performance security shall be payable to the Tendering Authority as compensation for any loss resulting from the Vendor's failure to complete its obligations under the Contract. The Performance Security/Security Deposit shall be forfeitable for nonperformance of the contract and there shall not be any relaxation to anybody.
- 4.6.10** In the event of any contract amendment, the Vendor shall, within 10 days of receipt of such amendment, furnish the amendment to the Performance Security/Security Deposit, rendering the same valid for the duration of the Contract, as amended for further period of 180 days thereafter.

4.7 CONFIDENTIALITY

- 4.7.1** The Service Provider will come into possession of confidential public records. Service Provider shall maintain the highest level of secrecy, confidentiality and privacy with regard thereto. Service Provider would be required to sign a Non-Disclosure Agreement with MPSC as per format prescribed which will be finalized after award of contract.
- 4.7.2** Additionally, the Service Provider shall keep confidential all the details and information with regard to the Project, including systems, facilities, operations, management and maintenance of the systems, during implementation or after completion of the project.
- 4.7.3** MPSC shall retain all rights to prevent, stop and if required take the necessary punitive action against the Service Provider regarding any forbidden disclosure.
- 4.7.4** The Service Provider shall ensure that all its employees execute individual nondisclosure agreements, which have been duly approved by MPSC with respect to this Project.

4.7.5 The aforesaid provisions shall not apply to the information:

- (1) Already in the public domain;
- (2) That has been received from a third party who had the right to disclose the aforesaid information;
- (3) Disclosed to the public due to a court order.

4.8 UNDERTAKING

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

UNDERTAKING

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

DO HEREBY WARRANT THAT:

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

DATE:

FOR AND ON BEHALF OF THE SERVICE PROVIDER

4.9 SPECIAL CONDITIONS TO THIS CONTRACT:-

- 4.9.1** It shall be deemed that the Bidder has got fully acquainted with the scope of the work, working and other prevalent conditions and fluctuations thereto whether they actually visited the site/area or not and have taken all the above factors into account while quoting his rates.
- 4.9.2** Service Provider will have to make their own arrangement for supervision/vigilance on the activities of employees engaged by him for the work inside the office of the Tendering Authority.
- 4.9.3** The Service Provider will be responsible for any misconduct, theft / attempt of pilferage or misdemeanor on the part of employees engaged in connection with the contract work. If the employee(s) is/are found to be involved in such activities the Service Provider will be held responsible for the same, and apart from penalty/penal action, Service Provider will be liable for administrative action including Blacklisting the Service Provider for future Contracts.
- 4.9.4** The losses and damages to properties, if any by contract labourers, will be recovered from the Service Provider. The demurrages charges/losses if any due will be recovered from the Service Provider.
- 4.9.5** The Vendor will have to abide by the all security instructions and requirements as necessary and intimated by tendering authority.

4.10 REPORTING PROGRESS

- 4.10.1** Service Provider shall monitor progress of all the activities specified in the contract and submit free of cost monthly progress report about various aspects of the work to the tendering authority.
- 4.10.2** The Service Provider shall also make such Reports /Executive summary etc. available live to the tendering authority. The tendering authority on mutual agreement between both parties may change the periodicity of such reports.
- 4.10.3** The Reports /Executive summary is required to be submitted in soft copy as well. Formats for such reporting shall be discussed and finalized mutually.
- 4.10.4** The facilities / services, and/or labour to be provided by the Service Provider under the Contract and the manner and speed of execution and maintenance of the work are to be conducted in a manner to the satisfaction of the representative of the tendering authority in accordance with the Contract. If the rate of progress of the work, compliance to the requirements of its facilities, or any part of them at any time fall behind the stipulated time for completion or is found to be too slow to ensure completion of the works or insufficient for satisfactory operation of the services, the representative of the tendering authority shall so notify the Service Provider in writing.
- 4.10.5** The Service Provider shall reply to the written notice giving details of the measures he proposes to take to expedite the progress so as to complete the works by the prescribed time. The Service Provider shall not be entitled to any additional payment for taking such steps. If at any time it should appear to the tendering authority or the representative of the tendering authority that the actual progress of work does not conform to the approved programme, the Service Provider shall produce at the request of the representative a revised programme showing the modification to the approved programme necessary to ensure completion of the works within the time for completion or steps initiated to ensure compliance/improvement to the stipulated requirements.
- 4.10.6** In case during the services, the progress falls behind schedule or does not meet the desired requirements, the Service Provider shall deploy extra manpower, resources, infrastructure to make up the progress or to meet the requirements. Programme for deployment of extra man power/ resources/ infrastructure will be submitted to the tendering authority for its review and approval, which approval shall not be unreasonably withheld. All time and cost effect in this respect shall be borne, by the Service Provider unless otherwise expressly provided in the Contract.
- 4.10.7** During the course of the work, if the Service Provider observes any major deficiencies, they should immediately bring such observations, deficiencies, areas of improvement and suggestions for improvement to the notice of the concerned persons. The Service Provider should also discuss with guide/help the staff of the tendering authority in implementation of the critical and important suggestions.

4.11 COMMITTEE FOR SUPERVISION

- 4.11.1** The Tendering Authority will be at liberty to set up Project Management Committee of Officers to supervise all Services in all the areas
- 4.11.2** The directions of such Committee with regard to all the general services, even if other than those mentioned in this Tender, would be binding on the Service Provider for compliance.

4.12 HANDING OVER OF WORKS

- 4.12.1** The Service Provider shall be bound to hand over the works executed under the contract complete in all respect to the satisfaction of the Tendering Authority.
- 4.12.2** The Tendering Authority shall determine the date on which the work is considered to have been completed.
- 4.12.3** The Tendering Authority shall determine from time to time, the date on which any particular section of the work shall have been completed, and the Service Provider shall be bound to observe any such determination of the Tendering Authority

4.13 SUB - CONTRACT

- 4.13.1** The Service Provider shall not assign or subcontract the assignment or any part thereof to any other Service Provider except with the prior consent in writing of the Tendering Authority and provided the Commission shall have specifically approved such other Vendor. The Commission may in its sole discretion and without assigning any reason refuse to give such consent.
- 4.13.2** Subcontracting or consortium will not be allowed under any circumstances

4.14 EXIT MANAGEMENT

4.14.1 Exit Management Purpose

- 4.14.1.1** This schedule sets out the provisions, which will apply on expiry and termination of the contract, the Project Implementation, Operation and service level
- 4.14.1.2** In the case of termination of the Project Implementation and/or Operation and Management, the Parties shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply.
- 4.14.1.3** The parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule
- 4.14.1.4** This Exit Management plan shall be furnished in writing to the tendering authority within 15 days from the receipt of notice of termination or one month prior to the expiry of this Agreement.

4.14.2 Cooperation and provision of information

- 4.14.2.1** The bidder will allow the MPSC or its nominated agency access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable the MPSC to assess the existing services being delivered;
- 4.14.2.2** Promptly on reasonable request by the MPSC, the bidder shall provide access to and copies of all information held or controlled by them which they have prepared or maintained in accordance with this agreement relating to any material aspect of the services
- 4.14.2.3** The MPSC shall be entitled to copy of all such information. Such information shall include details pertaining to the services rendered and other performance data

4.14.3 Confidential Information and Security Data

- 4.14.3.1** The bidder will promptly on the commencement of the exit management period supply to the MPSC or its nominated agency the following:
 - (1) Information relating to the current services rendered and performance data;
 - (2) All current and updated data as is reasonably required for purposes of MPSC or its nominated agencies transitioning the services to its Replacement bidder in a readily available format nominated by the MPSC, its nominated agency;
 - (3) All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable MPSC or its nominated agencies, or its Replacement bidder to carry out due diligence in order to transition the provision of the Services to MPSC or its nominated agencies, or its Replacement bidder (as the case may be)
 - (4) Source code, if any that was written in the process of customization of existing solution to meet the requirements of this Tender Document, Entire Data including backups.
 - (5) Method of Transition including roles and responsibilities of both the parties to handover and takeover the charge of project regular activities and support system.
 - (6) Proposal for necessary setup or institution structure required at MPSC level to effectively maintain the project after contract ending.
 - (7) Training and handholding of designated officers for maintenance of project after contract ending.
- 4.14.3.2** Before the expiry of the exit management period, the bidder shall deliver to the MPSC or its nominated agency all new or up-dated materials from the categories set out in Schedule above and shall not retain any copies thereof, except that the bidder shall be permitted to retain one copy of such materials for archival purposes only.
- 4.14.3.3** Before the expiry of the exit management period, unless otherwise provided under the contract, the MPSC or its nominated agency shall deliver to the bidder all forms of bidder confidential information, which is in the possession or control of MPSC.

4.14.4 Employees

- 4.14.4.1** Promptly on reasonable request at any time during the exit management period, the bidder shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to the MPSC or its nominated agency a list of all employees (with job titles) of the bidder dedicated to providing the services at the commencement of the exit management period.
- 4.14.4.2** Where any national, regional law or regulation relating to the mandatory or automatic transfer of the contracts of employment from the bidder to the MPSC or its nominated agency, or a Replacement bidder ("Transfer Regulation") applies to any or all of the employees of the bidder, then the Parties shall comply with their respective obligations under such Transfer Regulations.
- 4.14.4.3** To the extent that any Transfer Regulation does not apply to any employee of the bidder, MPSC, or its Replacement bidder may make an offer of employment or contract for services to such employee of the bidder and the bidder shall not enforce or impose any contractual provision that would prevent any such employee from being hired by the MPSC or any Replacement bidder

4.15 LEGAL JURISDICTION

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

CHAPTER-5
SCOPE AND DETAILED SPECIFICATIONS OF THE REQUIREMENTS

5.1 BACKGROUND

5.1.1 ABOUT MPSC:

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

5.1.2 MAJOR FUNCTIONS:

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

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

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

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

5.1.2.3 The recruitment may consist of the following methods:-

- (1) Preliminary and Main examination.
- (2) Preliminary and Main examination+Physical Test.
- (3) Preliminary and Main examination+Physical Test and Interview.
- (4) Written Test followed by Interview.
- (5) Only Written Test.
- (6) Selection through Interview.

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

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

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

5.1.2.6 Normally 2 Tests in a single year are conducted at the District Headquarters as per the convenience of the MPSC

5.1.3 GEOGRAPHICAL SPREAD:

- (1) For Administrative purposes Office of the MPSC is situated at two places viz. 5^{1/2}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
- (2) It is proposed to shift the Office of the MPSC to CBD, Belapur, Navi Mumbai or anywhere in Mumbai in future.

5.1.4 INTRODUCTION

5.1.4.1 The MPSC is making all efforts to conduct the examinations with adequate measures for safety of all concerned without compromising the high standards, sanctity and fairness in conduct of the examination.

5.1.4.2 A number of new measures and modification of in-practice procedures have been made in this regard. The success of these measures requires active commitment from all stakeholders including Supervisory Staff, Industry Partner and most importantly the candidates.

5.1.4.3 On behalf of MPSC, as an industry partner, kindly read all the instructions carefully so that conduct of the examination is in safe and in secure manner during this challenging time.

5.1.4.4 Objectives:

- (1) Biometric capturing, registration and authentication of all candidates at each stage of Physical Efficiency Test (PET) and Physical Standards Test (PST) using tailor made digital system/software as per requirements of MPSC for successful conduct of PET and PST.
- (2) Use of digital equipments for the accurate measurement of height, chest (chest measurement for males only) and during Running, shot put throw, Pull-ups, walking, Long Jump etc
- (3) Providing High resolution colour CCTV coverage of the PST and PET during all events/activities i.e. Registration Running, walking, shot put throw, Pull-ups, Long Jump and the Physical Standard Test (PST) i.e. measurement of height and chest
- (1) Use of digital technology for recording the 100% accurate timing of all candidates in all events of recruitment of PSI at various locations.

5.2 SCOPE OF WORK

5.2.1 The scope of work/Service:-

- 5.2.1.1 The scope of work/services comprises of conducting Physical Standards Test (PST) and Physical Efficiency Test (PET) of candidates for Police Sub Inspector Cadre carried out at various different locations, out of following probable locations, in the State of Maharashtra:-
- (1) Mumbai/Navi Mumbai
 - (2) Pune
 - (3) Nagpur
 - (4) Aurangabad
 - (5) Amravati
 - (6) Nasik
 - (7) Kolhapur
- 5.2.1.2 The designated venues are subject to change/decrease/increase as per the requirement and based upon number of the candidates at any time before commencement of recruitment process.

5.2.2 METHODOLOGY

- 5.2.2.1 The candidates having valid Call Letters alone shall be permitted to enter the venue 60 minutes before the stipulated time.
- 5.2.2.2 At the 'ENTRY' Gate, the Police Personnel shall check the validity of Call Letter by verifying the photo available on the Call Letter with the candidate present at that time.
- 5.2.2.3 Based on the database provided by the MPSC the Service Provider shall set up at least five to ten Registration Counters (depending upon number of candidates for the day) for all candidates committee wise and two de-registration counters for disqualified candidates at respective location.
- 5.2.2.4 When a candidate arrives at the registration counter, the Service Provider would be required to scan the barcode/QR code marking on his/her Call Letter, pull up relevant data of the candidate from the database and issue RFID chips for each chest number. After that the chest no. of at least 12" x 8" shall be provided by the Service Provider to the concerned candidate. The details of both would be entered into the candidate's database.
- 5.2.2.5 The Service Provider will deploy 1 personnel at each registration counter for providing RFID chips and chest number to the candidates after it is ensured that they are secured properly before the candidate is allowed to enter the area for further processing.
- 5.2.2.6 For female candidates, female personnel with proper training should be provided for all activities.
- 5.2.2.7 The Service Provider would be responsible for making available adequate number of RFID chips and at least 500 chest numbers along with all other equipment required.
- 5.2.2.8 After proper registration, the candidate would be required to follow further steps as per the instructions of the designated officials of the MPSC.
- 5.2.2.9 There shall be provision in the system for taking undertaking in prescribed format from the candidates while registration.

5.2.3 REGISTRATION COUNTERS

- 5.2.3.1 Committee wise Five to Ten Registration counters required and shall be activated for registering approximately 300 to 500 candidates every day.
- 5.2.3.2 Each Registration counter shall have all facilities for proper registration of the candidates. The Call letters of the candidates shall be scanned with Barcode/QR scanner. Provision shall be given for keying in the Roll Number, if the scanning is not materializing.
- 5.2.3.3 On scanning/keying in, the candidate's Name, Roll number and other details should be fetched from the Server and displayed in the monitor.
- 5.2.3.4 The Operator shall scan the RFID Chips / Tags and the RFID Chips / Tags Numbers should be updated into the database, against the Candidate's Name / Roll Number (ID). The RFID Chips / Tags shall be attached to the candidate.
- 5.2.3.5 The candidate shall also be issued a matching chest number, details of which will be added to his database.
- 5.2.3.6 The service provider shall issue RFID tags for each chest number. The service provider has to ensure that the RFID tags are tamperproof, affixed and sealed properly on the candidate so as to avert any malpractices.
- 5.2.3.7 The Firm shall deploy required personnel to oversee that the RFID tags are secured before the candidate is allowed to enter the area for running.
- 5.2.3.8 On completion of the above process, the candidate shall be directed to the further activities.
- 5.2.3.9 All computers are to be Networked and linked to a server. Necessary back up measures are to be taken to avoid any interruption in Registration services, while the PST and PET is going on.
- 5.2.3.10 After registration, proper colour tag for disclosing identity of registered candidates should be affixed/attached to the registered candidates which will be removed only after completing entire process of PST and PET. The sample of the same has to be approved by the MPSC. The cost of the same is to be paid by service provider.
- 5.2.3.11 There shall be provision for manual registration of candidates in case of emergency.

5.2.4 PHYSICAL STANDARDS TEST (PST)

- 5.2.4.1 The candidates who completed due Registration process would be separated and brought to PST area.
- 5.2.4.2 Five (05) automated digital machines each for measurement of height and chest for the candidates should be provided, which will input the data directly into the database of the candidate without the intervention of an operator.
- 5.2.4.3 To prevent any error in measurement, these machines should be calibrated everyday strictly as per the Bureau of Indian Standards before commencement of every PST.
- 5.2.4.4 The bar coded admit card of each candidate should be scanned before taking his measurements for the PST and ensure his/her identity from the image saved in database and on the admit card to avoid any case of impersonation.
- 5.2.4.5 The still photos taken during initial registration, of the candidates would be added to the database.
- 5.2.4.6 The machine to be used for measurement shall contain following characteristics: -
- (1) The machine shall have the heel sensor for correct measurement of height.
 - (2) The machine shall have digital monitor for the candidates to view his/her measurements and Manual reading which should match with digital reading.
 - (3) The data should get directly input into the database from the machine.
 - (4) The Machine should not have any impact of voltage fluctuation.
 - (5) The Machine should not have any variations in measurements while operating on generator or normal power supply.
 - (6) The machine should be calibrated in front of Competent Authority of the MPSC every day before the start of PST.
 - (7) The machine should have certification from Weights and Measures Department and copies of the certification should be provided by the service provider before start of the process.
 - (8) If a court case arises due to faulty measurement the service provider will be responsible for technical errors.
 - (9) The data entry and related activities in the system will be done by the authorized personnel of the service provider.
 - (10) The service provider would be required to provide at least two operators for each PST counter one for operating the computer system and another one for taking measurement of a candidate through automated PST machine.
 - (11) Based on the standards given by MPSC, the candidates would be declared qualified/disqualified/Absent in the PST.

- (12) The candidates who are disqualified in PST will also be given a printout of rejection slip containing their measurements for Height and Chest duly signed and stamped by the Competent Authority of the MPSC and authorized signatory of the service provider at venue.
- (13) One copy of the Rejection Slip will be handed over to the candidate while the original will be retained by authorized personnel of MPSC duly signed by the candidate in token of having received the rejection slip.
- (14) The service provider would also be required to organize High resolution colour CCTV coverage at each venue during the conduct of the PST.
- (15) Sufficient number or as desired by MPSC, cameras (**minimum 4 megapixel resolution**) would be required to be installed at each location and the time and date should be displayed on all recordings and date and times should be synchronized with the system server. Extra cameras to be kept in storage in order to fulfill the need, if arises.
- (16) There shall be a process of appeal in PST only and there will be no appeal for PET.
- (17) The appeal will be disposed of by concerned officials of MPSC on the same day or on a day decided by the MPSC but not after the last day of the PET/PST at a particular venue.
- (18) Separate machines should be used for appeal in PST.
- (19) If any variation is found in the measurement of height/chest after appeal, the service provider is bound to explain the technical reasons for such variation failing which the service provider shall be liable for penalty as per the penalty clause in this tender document.
- (20) Rejection slips of candidates in PST will mention only the rejection criteria.
- (21) The candidates who have cleared the PST would be given a printout of undertaking of consent for PET with details such as Name, Roll No. etc.

5.2.4.7 SPECIFICATION OF HEIGHT AND CHEST DIGITAL MACHINES

- (1) For the male candidates, there is requirement to measure the height and chest (unexpanded and expanded)
- (2) For the female candidates, there is requirement to measure the height only.
- (3) The service provider should be able to provide a machine which will digitally measure the height, chest (unexpanded and expanded - for male candidates only).
- (4) For the height measurement, the machine should be able to sense the heel of the candidate automatically for accurate height measurement with a measurement range of 150-195 cm height and an accuracy of ± 1 mm (for male and female candidates)
- (5) Digital chest measurement should have a range of 70 cms to 110 cms having a printed band with cm mark and at least count of 1mm.
- (6) The machine should have a high degree of repeatable accuracy.
- (7) It should be able to do the measurements of at least 10,000 candidates for each PST Machine without changing the level of accuracy.
- (8) It should have a robust design with mains/battery operated system.
- (9) The machine should be supported by a printer to display date, time, height and chest (normal and expanded - for male candidates only).
- (10) Authorized signature will be printed on the slip along with information like name, Roll number, chest number etc.
- (11) The machine or the computer system connected to the machine should be able to record the date with a storage capacity of more than 2,00,000 candidates without any human intervention.
- (12) Candidate's data may be uploaded to data recorder or the computer system prior to PST.
- (13) The measurements of height and chest should be visible on a scale during the measurement process.
- (14) The service provider shall be required to provide five digital height and chest measurement machines in working conditions at each of the venues, with sufficient spare parts, as per the detailed specification provided herein.
- (15) PST measurements will be taken solely by the service provider under supervision of MPSC Officials.

5.2.5 PHYSICAL EFFICIENCY TEST (PET)

- 5.2.5.1 The candidates who have cleared Physical Standard Test (PST) would be separated and brought to PET area which may include running, shot put, pull-ups, long-jump and/or walking as per the necessity.
- 5.2.5.2 The entire process of running, long jump, Shot Put, Pull-ups and walking wherever applicable will be termed as PET.
- 5.2.5.3 After completing the registration process, candidate shall complete the part of running the distance as specified as per the Start Line and Finish Line as mentioned under the heading "Running Zone".
- 5.2.5.4 The details of the distance required to be run in the allotted time and other events can be provided separately before the start of the process for each recruitment.
- 5.2.5.5 **RUNNING ZONE**
- (1) On entering this area, the candidate shall be directed to the 'START' line.
- (2) The movement of the candidates shall be regulated, in coordination with officials, in such a way that the 'START' line and the Track are not crowded at any point of time. The officials shall be provided by the MPSC.
- (3) **'START' LINE**
- (A) The candidates shall be asked to run from the 'Start Line', by crossing the antennas/ mats, which are placed there.
- (B) The antennas/mats should have a 'Back - up' system for recording the timings of the candidates.
- (4) **'FINISH' LINE**
- (A) After a candidate completes the run by crossing the 'FINISH' line, the RFID tag/chip will be removed.
- (B) The antennas/mats placed at the 'FINISH' Line should also have a 'Back - up' system for recording the timings of the candidates.
- (C) The corresponding antennas / mats should function in synchronized manner i.e. first/main at 'START' Line with the first/main at 'FINISH' Line and similarly, second/back-up at 'START' Line with the second/back-up at 'FINISH' Line for recording the timings and arriving at the 'NET Timings' of the candidates.
- 5.2.5.6 The male candidates qualified in running will be subjected to long jump (second chance to be given to each candidate if he failed in first chance), Shot Put (second chance to be given to each candidate if he failed in first chance), Pull-ups.
- 5.2.5.7 The female candidates qualified in running/walking will be subjected to long jump (second chance to be given to each candidate if she failed in first chance), Shot Put (second chance to be given to each candidate if she failed in first chance).
- 5.2.5.8 Long jump by the candidate shall be recorded in presence of the concerned officer on the spot and length will be recorded according to the Chest No. in the system.
- 5.2.5.9 Digital Measurement machines and/or prism technology be used for measuring distance of long jump and/or for shot put throw which may be linked to databases as per given criteria by MPSC.
- 5.2.5.10 Distance can be communicated through the system to the computer digitally. No manual entry should be there.
- 5.2.5.11 Pull ups will be measured actually by the MPSC personnel and Service provider personnel. The number of pull ups shall be entered in the system by the service provider personnel. The marks will be allotted according to performance and rule set out in this behalf. Tick mark should be there as per the pull ups count and marks.
- 5.2.5.12 For long jump and shot put throw, there should be digital measurement. No manual interference and data entry also. The distance will be recorded along with marks according to performance and rule set out in this behalf.
- 5.2.5.13 There should be seamless integration of the system with all devices connected.
- 5.2.5.14 Based on the performance, as per the standard provided by the MPSC, candidates would be declared Qualified/Disqualified in the PET.
- 5.2.5.15 Only those candidates having minimum marks in the PET as per the rule/criteria set out shall be allowed to participate in the final selection process

- 5.2.5.16 Up to 300 to 500 candidates may be called for recruitment test i.e. PET and PST at all venues.
- 5.2.5.17 The service provider should ensure candidates identity from the image saved in database and on the admit card to avoid any case of impersonation for each and every event.
- 5.2.5.18 Recording of timings should be 100 percent error free. This may be checked by third-party appointed by the MPSC, if required.
- 5.2.5.19 Calibration of machines shall be done before the Committee Members
- 5.2.5.20 The data from these machines should be directly uploaded into the database of the candidate
- 5.2.5.21 CCTV coverage of the running, long jump, walking and Shot Put, wherever applicable conducted during the PET process, information of candidates, lap counts are to be provided to MPSC in case of any query.

5.2.6 RFID CHIP / TAG COLLECTION COUNTERS

- (1) A total of four (4) persons shall be provided by the Service Provider to collect the Chip / Tags and the chest numbers.
- (2) No candidate shall be allowed to leave the premises without handing over the RFID Chips / Tags and the chest numbers.
- (3) The disqualified candidates shall be asked to sign on the list of disqualified candidates and directed towards the De-registration counters.
- (4) The candidates who qualifies the PET shall be escorted to the appropriate area fixed by the MPSC authority.

5.2.7 Video/CCTV CAMERA LOCATIONS

5.2.7.1 The activities going on at the testing center are to be video-graphed by placing Video/CCTV cameras at various places mentioned.

5.2.7.2 Handy Cameras

For recording of every event, handy cameras/video cameras need to be used. The Service Provider will have to provide sufficient number of handy cameras for this purpose.

5.2.7.3 CCTV Camera

(1) At least 4 MP CCTV camera shall be installed as per detailed below:-

- (I) At registration Counters-2nos.
- (II) At PST-Two HD for each machine
- (III) Starting and End points –two HD and one general view
- (IV) At respective Physical Endurance Test-two HD for each event
- (V) At running track as per required number to cover total track

(2) Sufficient number of cameras shall be installed to keep a record of each candidate along with date and time in such a way that the candidate is easily identifiable in the video and whole event is covered

(3) The clocks of the CCTV system, cameras and the computer system recording the event must be synchronized. This should be able to resolve any disputes arising out of any doubts regarding the authenticity of the RFID timings.

(4) In the video footage of all the PST and PET events, date, time, chest number and facial features of the candidates should be clear

(5) The Service Provider shall provide two number of minimum 40" screens for CCTV cameras at two venues as fixed by the MPSC authority so that input of all the CCTV cameras can be observed/seen at the monitors

(6) The recordings shall be stored in separate folders per batch, for easy search and retrieval.

(7) A separate Server shall be used for storing the recordings of Video/CCTV and a copy of the recordings should be handed over to the Ground in charge of MPSC every day.

(8) An external Hard Disk shall be provided by the Service Provider to store data and the same hard disk must be handed over to the Ground in charge of MPSC every day.

(9) A facility to search and retrieve a particular candidate's image/video recorded by all the Video recorder /CCTV shall be provided.

(10) Provision should be made for increasing the number of Video recorder/CCTVs, if required.

(11) The Service Provider would also be required to provide one videographer to the ground in-charge at each centre who would be used for video recording for any purpose deemed fit by the Ground in charge

(12) Synchronized cameras (or) any other automated solution for measurement of time/distance and recording of events should be ensured.

(13) The recording shall indicate the 'Start' and 'End' time of each candidate with unique identity, for each event of PST and PET

(14) Manual zooming in and zooming out with mouse will be operated from the control room to track the movements of the candidates with great accuracy while they are in the tracks/events

(15) The camera connected to the same computer system shall photograph the candidate's face, chest number worn and all the readings displayed on the screen (in one single photograph) and the same shall be embedded into the candidate's individual record in the database.

(16) Technical staff provided by the Service Provider would assist in the process and generating print outs of the tests as per requirement being given to the candidates.

(17) The Service Provider would be required to provide at least one operator for each PST and PET event counter

(18) All the recordings would be required to be submitted by the service provider to the MPSC at the end of each day or as desired by MPSC. These recordings should have a facility to detect a candidate so that any authorized MPSC personnel can take further action and shall provide all necessary help to the MPSC in the redressal of the grievances.

5.2.8 Radio frequency identification system characteristics:-

5.2.8.1 The RFID timing system installed at start line/finish line should be 100% accurate.

5.2.8.2 The start line/finish line should be at least 4 meters in width with main and backup system to facilitate group of runners to run without interference.

5.2.8.3 The timing system should work in any terrain and should support suppression of Electro Magnetic Field Interference

5.2.8.4 The timing system should have capability to read any number of RFID chips/tags passing through the start line/finish line without any miss/failure.

5.2.8.5 The chips/tags and timing system shall be weather proof and specifically waterproof. The equipment shall be able to run even in rain/wet conditions.

5.2.8.6 The RFID chips/tags should be a positive chip, so that the chip is not dependent on internal battery.

5.2.8.7 In a case of requirement, the detailed report of each lap shall be generated

5.2.8.8 The RFID timing system shall have connect with power backup up to 8 hours and shall run even in a case where there is a break down in main electric power supply. In such a case, the data has to be stored on the RFID timing system.

5.2.8.9 The timing system should support TBSC (Time between same chips) feature, so that the same chip is not read more than once within the specified interval of time.

5.2.8.10 The timing system should indicate any Electromagnetic Interference within its operating area

5.2.8.11 The results generated shall be in a PDF, excel or any other format as per requirement. The data may be retrieved in MDB format suitable for viewing in Microsoft access/Excel.

5.2.8.12 Provision for USB and LAN interface for data portability

5.2.8.13 Robust system design to withstand power fluctuation

5.2.9 PUBLISHING OF RESULTS

5.2.9.1 The attendance particulars and results of the PST and PET shall be generated in hardcopy in the prescribed format and produced to the Ground In charge of MPSC at the end of the every day.

5.2.9.2 While drawing the result of the candidate, his/her time recorded by the main RFID system should be taken into account. In case of non-availability of the time recorded by the main system, the time recorded by the backup system should be taken into account

- 5.2.9.3 A group of fifty candidates or less will be considered as one group.
- 5.2.9.4 The result sheet of the candidates of a group shall be generated immediately after completion of their PET.
- 5.2.9.5 Summary of lists to be generated (but not limited to):-
- (1) Consolidated list of each group of candidates showing qualified and non-qualified candidates.
 - (2) List of qualified candidates.
 - (3) List of not qualified candidates
 - (4) List of absent candidates
- 5.2.9.6 Simultaneously a soft copy of the same should be emailed to the MPSC every day.
- 5.2.9.7 The hard copy has to be signed by the authorized person of the Service Provider.
- 5.2.9.8 Results must be declared immediately by handing over "Qualified" Report and "Not-Qualified" Report. Results must be authentic and transparent.
- 5.2.9.9 The candidates who have passed all stages of PET and PST will be given a confirmation of their having cleared the PET and PST in prescribed format after affixing Stamp and signature of the MPSC Officials
- 5.2.9.10 The candidates who fail to qualify the PET shall be required to deposit their chest numbers and RFID chips back at the Deregistration counters, sign on the report of disqualified candidates, and will be escorted out of the venue. The Service Provider shall provide adequate well-mannered manpower at the de-registration counters for this.
- 5.2.9.11 The service provider shall enter the Qualified/Disqualified and absent details of candidates in the PET result sheet. PET result sheet shall be signed by the candidates and their fingerprints shall also be taken on the PET result sheet as per requirement.
- 5.2.9.12 The service provider has to print out Rejection Slips in two copies in respect of candidates disqualified in PET containing the distance run by the candidate, laps, lap wise time, total time taken by candidates for running, and other causes of rejection i.e. failed in long jump, shot put etc. signed and stamped by the authorized personnel of MPSC and representative of the service provider.
- 5.2.9.13 One copy of the Rejection Slip will be handed over to the candidate while the other will be retained by authorized personnel of the MPSC after having been signed by the candidate as a token of having received his rejection slip.
- 5.2.9.14 After each session event, the service provider shall give a report of candidates who have qualified and not qualified according to the selection criteria, along with details of each lap.
- 5.2.9.15 The service provide shall provide printed rejections slip in two copies for PET and PST as approved by the MPSC.
- 5.2.9.16 The service provider shall generate data (Results or lap wise/Roll No. wise information of CCTV snapshots) and provide to the authorized personnel for further action and shall provide all necessary help to the MPSC Officials in the redressal of the grievances.
- 5.2.9.17 The service provider shall ensure to collect the chest numbers and RFID tags of unsuccessful candidates and RFID tags of successful candidates so as to prevent any possibility of theft, duplication, cloning, etc.
- 5.2.10 Manpower**
- 5.2.10.1 The Service Provider has to engage its experienced technical staff at the actual locations for use of RFID systems and digital machines during the period of all the events and to generate results of all events of candidates
- 5.2.10.2 The necessary trainings to all the personnel deployed by service provider, MPSC/Police Department for PST and PET area should be invariably given for the use of RFID and digital machines
- 5.2.10.3 Provision should be made for backup of trained staff, if required.
- 5.2.10.4 The manpower required for Operators and maintenance personnel for RFID Systems, Computers, Video/CCTV, UPS and Communications equipments etc., shall be arranged by the Service Provider
- 5.2.10.5 All employees/representatives of service provider associated with the test shall be issued with Identity Cards. Unique Identification Cards with colour codes shall be provided by the service provider to control access to restricted areas.
- 5.2.10.6 The colour code will indicate a person's admissibility to specified areas.
- 5.2.10.7 The service provider will be responsible for preparing the cards. The cards will be signed by the officer designated by the MPSC.
- 5.2.11 CLEARING THE VENUE**
- 5.2.11.1 Dismantling operations are to be carried out at the sole risk and liability of the Service Provider.
- 5.2.11.2 The Service Provider shall take due care to ensure that during dismantling, released materials, debris etc., do not cause any injury to any person.
- 5.2.11.3 Released materials and other debris of dismantling should be removed as directed by the Ground-in-Charge and no extra payment shall be made on this account
- 5.2.12 GENERAL**
- 5.2.12.1 The nature of work is highly confidential and unique in nature. Absolute confidentiality regarding the methodology adopted and information processed in this work shall be maintained during the contract period and even after completion of work. The Service Provider shall not disclose or communicate any of the information dealt in this contract to any individual or any private or Semi- Government / Government agency or sell out any information / data dealt in this work for any other work / purpose of his own or his sister concern or to others under any circumstances even after completion of the contract, without getting authorization in writing from the MPSC.
- 5.2.12.2 All PST and PET data shall be entered into the database with a display screen for the candidate to see the data being uploaded. A computer screen (monitor) shall be fixed next to the candidate standing at the prominent places on the ground.
- 5.2.12.3 The candidates who pass the PST and PET also shall be given a confirmation of their having cleared the concerned event on their Call Letters with a QUALIFIED Stamp and signature of the authorized personnel.
- 5.2.12.4 The Service Provider should also arrange for a Biometric (Iris or facial) and photograph of each candidate who qualifies the PET. For this five Biometric Devices should be provided which shall be located near the deregistration counters. Along with biometric, photograph of the qualified candidates shall also be taken for which provision of web cameras should be made at the de registration counters.
- 5.2.12.5 Based on the listing of qualified candidates, as per the requirement of the MPSC, the Service Provider would be required to supply the database of qualified candidates in the required format in soft and hard copies.
- 5.2.12.6 The Service Provider should ensure that PST and PET of all Candidates on each day should start soon after sunrise and last running batch should be completed by 09.30 A.M. on each day.
- 5.2.12.7 The Service Provider would also be required to submit daily report in hard and soft copy to the MPSC regarding number of candidates appeared, qualified, failed, etc. as per the format provided by the MPSC and each page duly signed by the authorized person of the Service Provider
- 5.2.12.8 The Service Provider shall be required to keep safe custody of the recruitment data and operate it for any report generation whenever required by the MPSC. Any and all corrections in the database will be logged for ensuring its integrity.
- 5.2.12.9 In the event of any dispute/difference arising at the instance of the candidate who has participated in the PST and PET, the Service Provider should cooperate with the MPSC officials and provide the recorded registration data, timing and measurement and video footage of such candidates whenever called for without any cost/expenses to the MPSC.
- 5.2.12.10 The MPSC/Officials of Police Department will provide resources like tables, chairs, tents, power supply and necessary light to conduct PST and PET along with barricading.
- 5.2.12.11 Objections raised by the candidates shall be resolved by the Service Provider under Supervision of officials of police personnel and MPSC deputed for this purposes.

- 5.2.12.12 After completion of PST and PET the Service Provider shall handover the data along with video, CCTV recordings of the venues to officials of MPSC
- 5.2.12.13 The Service Provider would be required to arrange on his own all hardware and software required for the uninterrupted conduct of PST and including the power back up /UPS.
- 5.2.12.14 The software should be capable of integrating all the data and for report generation and it should be possible to get periodical half hourly updates of the conduct of the PST and PET at pre-designated central location.
- 5.2.12.15 The MPSC/Officials of Police Department would provide premises, basic electricity supply, emergency medical care, temporary shelter/storage space for the equipments, premises for control room and the general security of the venues. Private security personnel for the security of the equipments would have to be taken care of by the Service Provider himself.
- 5.2.12.16 Generator supply of minimum 10 KVA along with manpower must be provided by Service Provider to ensure uninterrupted power supply.
- 5.2.12.17 Water-Proof Tent for Registration, Timing/Server room, CCTV area shall be taken care of by Service Provider wherever required. The setup must be completed by Service Provider one day before the actual event starts.
- 5.2.12.18 The Service Provider should ensure that all the candidates who report for the PST and PET on any particular day are subjected to the test on the same day. Spillover of candidates, if any, are to be subjected to PST and PET on any subsequent day, decided by the MPSC, without any additional charge.
- 5.2.12.19 First aid and emergency medical services will be provided by the MPSC.
- 5.2.12.20 Adequate number of Printers (with cartridge and stationary) shall be provided for printing the reports by the Service Provider
- 5.2.12.21 Police officials shall be provided for overall supervision and monitoring and to maintain law and order
- 5.2.12.22 The digital machines used for running/walking, long jump and shot put throw should have authorization certificate from OEM alongwith accuracy for the same wherever applicable.
- 5.2.12.23 The service provider shall make necessary arrangements to ensure that the data at the venue is monitored on hourly basis and ensure that the event execution goes in a fair and transparent manner.
- 5.2.12.24 The service provider shall work according to the guidelines to execute the automated timing process given by the MPSC
- 5.2.12.25 One person in each venue should be detailed to make a note of record the details of runners crossing Start/Finish Point using CCTV Videography.
- 5.2.26 All the reports shall be submitted immediately as per the instructions of the tendering authority. The reports may contain Mark list and muster with Photo of candidates qualified in PET.
- 5.2.13 Secrecy and confidentiality of data:**
- 5.2.13.1 The data of each day will be stored in 01 Server/Hard Disk at each venue.
- 5.2.13.2 This data will be synchronized with a centralized server/Hard Disk at a location to be decided by MPSC and service provider at predecided time every day during the recruitment process.
- 5.2.13.3 The service provider will ensure the secrecy and confidentiality of data and it will take necessary steps to lock the data with only view permission.
- 5.2.13.4 The Password of the database files will not be shared with any unauthorized person/entity except as otherwise authorized by MPSC before commencement of the recruitment process.
- 5.2.13.5 The servers/Hard Disks at the recruitment venues will be provided by the service provider.
- 5.2.13.6 The service provider will also preserve all data of the recruitment including video footage for one year after completion of contract maintaining due confidentiality so that in case of any dispute the same can be produced before Court of Law for testimony.
- 5.2.14 Volume/Quantity:-**
- (1) Approximately 2000 candidates per year. The quantity may vary by $\pm 25\%$
- (2) However, there shall be no commitment of minimum quantity which can be ordered during currency of the contract. Supply orders shall be placed against the Contract for such quantities as may be decided by the tendering authority as and when supply is required during the currency of the contract.
- (3) Tendering Authority shall have the discretion of placing orders beyond the aforesaid maximum quantity at the same rates.
- (4) Schedule of delivery quantity and requirement will be different for each job/consignment
- (5) The award of work will be on a case to case basis – one consignment being one recruitment/examination.
- (6) The quantity for respective recruitment may vary depending upon number of candidates qualifies for that particular recruitment.
- 5.2.15 Quality Assurance**
- (1) To ensure Service Quality, MPSC, at its discretion, may conduct Regular audits, Random audits and sample/random checking.
- (2) MPSC may conduct a random sample survey for each recruitment separately from any State/Central Government accredited lab to prove conformity and to cross-verify specifications and reports mentioned hereinabove.
- (3) The cost for sample survey has to be paid by the service provider only.
- 5.2.16 TIME LIMIT:-**
- (1) As the Examination work is of time bound nature, the entire work/services shall be completed within stipulated time given by the officers of the tendering authority.
- (2) In case of heavy demand of work, service provider should be able to provide extra staff, etc on demand
- (3) The performance of the said tasks should be adhered to as mentioned in the Award of Contract.
- (4) All the tasks of the scope of work indicated shall be completed within period agreed/ specified by the tendering authority. The decision taken by the tendering authority in this regard will be final.
- (5) The time limit may be fine-tuned in consultation with the service provider at the time of award of contract depending upon the nature/ scope of the contract.
- 5.2.17 DELIVERY:-**
- (1) The service provider in accordance with the time schedule specified by the tendering authority shall make delivery of the items/ tasks/ services. However in urgent cases items/ tasks/services are to be supplied immediately.
- (2) The service provider should be in a position to supply related reports/ tasks/services on Short Notice as and when needed.
- (3) The service provider should be able to provide related reports/ tasks/services on Public holidays / Sundays also.
- 5.2.18 VENDOR'S PERSONNEL:-**
- (1) The service provider shall employ and provide such qualified and experienced personnel acceptable to tendering authority as are required to perform the services under the contract. It is desired that required number of resource personnel with adequate knowledge and speaking, writing capabilities of Marathi shall be made available.
- (2) The only personnel acceptable to the tendering authority should be deployed for this project/work. The personnel deployed by the service provider should be properly dressed and uniformed. The personnel engaged at all levels must wear Photo Identity Card at all times while on duty.
- (3) During the contract period and after the end of the contract period, the service provider shall refrain from canvassing the tendering authority with a view to procure employment to the vendor's personnel.
- (4) Travel, boarding and lodging of the team on their visits to the various destinations would be paid by the vendor.
- 5.3 GENERAL INSTRUCTIONS:-**

- (1) All the expenses for providing desired services as per the instructions of the Tendering Authority at appropriate places will be borne by the service provider only.
- (2) The Owner / Vendor should be available on his own direct telephone (Office as well as residence) and also on mobile phone so as to call in emergency case. All the contact numbers should be invariably given.
- (3) Technical Specification and Nature of Work to be carried out is as per Scope of the Work of the tender document which is approximate and liable for alteration, omission, deduction and addition at the discretion of the Tendering Authority.
- (4) Time is the essence of contract and work specified herein is time bound under the contract. The work should be completed on turnkey basis within a maximum period as given in the Supply Order. Penalty clause will be enforced for non-completion of work within the stipulated period.
- (5) The Vendor has to take input details from the concerned Departments/ Sections from the office of the Tendering Authority. Seven days advance intimation for the Scheduled supply will be given from the concerned officers of the Tendering Authority.
- (6) One of the supervisors of the service provider should periodically visit the premises and ensure that the services desired as per scope of the works are up to the mark and should also interact with us to ascertain the position from time to time.
- (7) As Marathi is Official Language of the Government of Maharashtra, the Vendor has to appoint personnel having proficiency with Marathi language. It may be ensured that some of the personnel should have knowledge of Marathi Typing.
- (8) The service provider should have facility of 100% verification in all respects before supply. If any problem arises due to imperfect services, reports etc., the consequent damages if any, will have to borne by the service provider.
- (9) The tendering authority reserves the right to visit the premises of the service provider with or without prior notice.
- (10) Latest Technologies and hardware configuration shall be used for the proposed solution by taking the consent of the tendering authority before finalizing the tools and technologies to be used for desired services.
- (11) The service provider shall indemnify the tendering authority against all third-party claims of infringement of patent, trademark/ copyright or industrial design rights arising from the use of the desired services or any part thereof.

5.4 ESCALATION MATRIX

5.4.1 Escalation matrix for service support mechanism should be detailed in technical bid.

5.4.2 The escalation should cover each level of the organization up to the level of the CEO of the organization.

ANNEXURE-1
TENDER OFFER FORM (TOF)

Date: _____

Tender Reference No.:

To

**The Secretary,
Maharashtra Public Service Commission,
5th, 7th and 8th Floor, Cooperage Telephone Nigam Building,
MaharshiKarve Road, Cooperage,
Mumbai – 400 021.**

SUBJECT: TENDER DOCUMENT FOR PARTICIPATION IN THE TENDER PROCESS FOR PROVIDING SERVICES FOR
PHYSICAL STANDARD TEST AND PHYSICAL EFFICIENCY TEST EVENTS OF RECRUITMENT FOR POLICE SUB
INSPECTOR

Having examined the tender documents including all Annexure the receipt of which is hereby duly acknowledged, we, the undersigned, offer to work as Service Provider as mentioned in the Scope and Detailed Specifications of the Requirement given in the detail tender document as required by Secretary, M.P.S.C. in conformity with the said tender documents.

I/We declare that we are an established vendor in the area of _____ under the name and style of.....

I/We declare that we are equipped with adequate machinery/technology for providing the services as per the parameters laid down in the Tender Document and we are prepared for live demonstration of our capability and preparedness before the representatives of the MPSC office.

I/ We undertake that the Prices are in conformity with the specifications prescribed. The quote is inclusive of all costs likely to be incurred for executing this work.

I/ we undertake, in the event of acceptance of our bid, the services shall be provided as stipulated in the schedule to the Bid Document and that we shall perform all the incidental services.

If our Bid is accepted we shall submit the performance guarantee of bank as per the requirement at the time of signing of Agreement in the Form prescribed by the Tendering Authority.

I / We agree to abide by this Bid for the period of 180 days after the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a formal contract is prepared and executed, this Bid offers, together with your written acceptance thereof and your notification of award shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any offer you may receive.

We agree to the terms and conditions mentioned in the Tender Document.

Dated this ____ day of _____ Signature: _____

(In the Capacity of :) _____

Duly authorized to sign the tender offer for and on behalf of

.....

ANNEXURE-2

BIDDER'S AUTHORISATION CERTIFICATE

To,

**The Secretary,
Maharashtra Public Service Commission,
5^½, 7th and 8th Floor, Cooperage Telephone Nigam Building,
MaharshiKarve Road, Cooperage, Mumbai – 400 021.**

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

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

Thanking you,

The specimen signature of the authorized person is as:-



Authorized Signatory

Seal

<Name>

This tender document is not transferable

ANNEXURE-3

SELF-DECLARATION (NOTARIZED AFFIDAVIT)

Ref.....

Date: -

To,

**The Secretary,
Maharashtra Public Service Commission,
5th, 7th and 8th Floor, Cooperage Telephone Nigam Building,
MaharshiKarve Road, Cooperage, Mumbai – 400 021.**

- I / We _____ Director/Partner / Legal Attorney / Proprietor / accredited Representative of M/s _____ solemnly declare that:-
2. I / We are submitting tender for the work Against Tender Notice No. Dated
 3. All documents/credentials submitted along with this tender are genuine, authentic, true and valid.
 4. The price bid is unconditional.
 5. If any information or document submitted is found to be false/incorrect, department may cancel my/our Tender and action as deemed fit may be taken against me/us including termination of the contract/supply order, forfeiture of all dues including Earnest Money and blacklisting of me/our firm and all Partners of the firm etc.
 6. I / We accept the tender document as available in the website and my/our tender may be rejected if any tempering is found in them. I/We also undertake that I/We cannot raise any dispute in this regard.
 7. I / We hereby declare that our Agency is having unblemished past record and was not declared ineligible for corrupt and fraudulent practices either indefinitely or for a particular period of time.
 8. I / We M/s _____ (Name of the Company) are not blacklisted in any Department of Government of Maharashtra as on today.
 9. I / We further undertake that our partner M/s _____ (Name of Vendor) having office are also not blacklisted in any Department of Government of Maharashtra as on today.
 10. I / We hereby declare that there are no pending cases against M/s _____ (Name & Address of Bidder) with Government of Maharashtra or any other court of law as on today.
 11. I / We hereby declare that Bidder's company or Director/Owner of the company have not been declared by any Court or Competent Authorities in solvent or involved in any fraudulent mean (Economical & Criminal) as on today.
 12. I/We hereby declare that any legal case and / or process is not pending against the company in any of the Courts/Statutory Authority in India or Abroad in respect of violation of IPR or any other provisions of Government of India's IT Act.

Name of the Bidder: -

Signature: -

Seal of the Organization: -

Note :-

- (1) The Notarized Affidavit should be submitted before closing date fixed for Online Technical Bid Closing.
- (2) No change of any kind should be made in this format. In-adequate information or change in format could lead to disqualification of the bid.

**ANNEXURE-4
DETAILS OF BIDDER**

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

1. General Profile of the Company/Firm:-

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

2. Details of Registrations:-

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

3. Details of Manpower:-

3.1 Number of Supervisors:

3.2 Number of Managers:

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

4. Quality Certificate, if any:

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

5. Awards for products/Services, if any:

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

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

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

Note:

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

ANNEXURE- 5
DETAILS OF ADMINISTRATIVE MANPOWER

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

Date: -----

Name of the Bidder: -

Place: -----

Signature: -

Seal of the Organization

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

ANNEXURE-6
PERFORMANCE STATEMENT

Bid No. Date of opening.....
Name of the Firm-----

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

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

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

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

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

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

Date: -----

Name of the Bidder: -

Place: -----

Signature: -

Seal of the Organization: -

ANNEXURE- 7
FINANCIAL INFORMATION

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

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

(3) PAN-

Sr. No.	Details	2019-20	2020-21	2021-22
(1)	Gross annual turnover			
(2)	Profit/Loss			
(3)	Net Worth			

I have carefully gone through the Terms and Conditions contained in the Tender Document for Appointment of Service Provider for providing services for Physical Standard Test and Physical Efficiency Test Events of Recruitment for Police Sub Inspector

I hereby declare that the company _____ (name of the bidder) has positive net worth for the preceding 5 years excluding covid-19 pandemic year 2020-2021 as on 31st August 2022.

As per the financial statements, the net worth of the Bidder recorded on 31st March 2022 is INR _____

Please attach –

- (1) Up to date Income Tax Clearance Certificate
- (2) Audited Balance Sheet.
- (3) Profit / Loss statement

Note: Attach additional sheets, if necessary.

(Signature of Chartered Accountant)

Name:

Date of sign:

Stamp:

ANNEXURE-8
PRICE SCHEDULE (PS)

To

The Secretary, Maharashtra Public Service Commission,
5th, 7th and 8th Floor, Cooperage Telephone Nigam Building,
MaharshiKarve Road, Cooperage,
Mumbai – 400 021.

SUBJECT: TENDER DOCUMENT FOR PROVIDING SERVICES FOR PHYSICAL STANDARD TEST AND PHYSICAL EFFICIENCY TEST EVENTS OF RECRUITMENT FOR POLICE SUB INSPECTOR

Sr. No.	Item Description	Item Code	Unit	RATE in Figures INR	TOTAL AMOUNT INR	TOTAL AMOUNT In Words INR
1	2	3	4	5	6	7
1	Providing services for Physical Standard Test (PST) and Physical Endurance Test (PET) as per the scope of the work/services	Item1	Per candidate			
2	Providing services only for Physical Endurance Test (PET) as per the scope of the work/services	Item2	Per candidate			

Note: - (1) The basic unit rate should be quoted for each item
(2) The lowest Bidder will be decided on the basis average of unit rate as mentioned at Sr. No. 6.
(3) GST should be charged extra at prevalent rates and is as actual.

ANNEXURE –9

LIST OF DOCUMENTS / INFORMATION TO BE UPLOADED/SUBMITTED ONLINE

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

(A) Technical Bid (T1)

- (1) Tender offer form duly filled in. (Annexure -1)
- (2) Bidders Authorization Certificate. (Annexure - 2)
- (3) Self-Declaration for unblemished record (Annexure - 3) (Notarized Affidavit)
- (4) Details of Bidder (Annexure - 4)
- (5) Details of Manpower (Annexure-5)
- (6) Performance statement along with necessary Documents (Annexure - 6)
- (7) Financial Information from its C.A. in prescribed format along with necessary documents (Annexure-7)
- (8) Copies of Certificate of incorporation /Proprietorship/Partnership
- (9) Copy of the PAN Card
- (10) Copy of GST Registration Certificate from concerned Government Department valid as on 1st September, 2022.
- (11) Copy of GST Clearance Certificate or GST payment Challan from concerned Government Department on or after 1st September, 2022.
- (12) Copies of the Income Tax Clearance Certificate or Income Tax Return acknowledgement for last three years as on 31st March, 2022.
- (13) Proof in support of having successful experience of carrying out PST and PET services for any Service Commission or Police Recruitment Boards in India at least for five work order in last Five (5) years of using RFID equipment or Digital Technology for a minimum of 50,000 candidates with minimum of 1500 candidates per day at per centre of PET in an error free manner.
- (14) Escalation Matrix of Telephone Numbers for Service Support with name, designation and contact details at each level up to the level of CEO.

Note:

- (1) If, during online bid preparation, any need arises to upload additional documents, apart from the above mentioned documents, an option to upload additional documents has been provided in the e-Tendering software which will be available to bidders during online bid preparation stage.
- (2) Original notarised affidavit of self-declaration for unblemished record should be submitted in the office of tendering authority before opening of technical bid.

(B) Commercial Bid (C1)

Price Schedule (Annexure 8)