



महाराष्ट्र शासन

महाराष्ट्र लोकसेवा आयोग

मुख्य कार्यालय : ५, ७, ८ वा मजला, कुपरेज टेलिफोन निगम इमारत, महर्षि कर्वे मार्ग, कुपरेज, मुंबई - ४०००२१ ☎ २२७९५९००
फोटो कार्यालय : बैंक ऑफ इंडिया इमारत, ३ रा मजला, फोटो, मुंबई-४००००९ ☎ २२१०२२२२
Email ID : contact-secretary@mpsc.gov.in Website : https://mpsc.gov.in , https://mpsonline.gov.in

No.ROS-0220/CR-1/2021/V

Dated: 8th December, 2022

Tender for Hiring of Office Premises for MPSC at Belapur CBD, Navi Mumbai Tender Notice No. 13/2022

The Secretary, Maharashtra Public Services Commission invites online bids (Technical and Commercial) from eligible bidders for "Hiring of Office Premises for MPSC at Belapur CBD, Navi Mumbai" 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	08/12/2022 at 17.00
2	Bid Submission Start Date	08/12/2022 at 17.00
3	Pre Bid Meeting Date	13/12/2022 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	19/12/2022 at 11.00
6	Bid Opening Date	Will be informed separately
7	Price of Tender Document	RS. 16,000/- (Rupees Sixteen Thousand Only) (Non refundable) to be paid through Online Payment Modes
8	EMD	Rs. 5,00,000/- (Rs Five Lakh Only 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- sec.mpsc@maharashtra.gov.in

3. Interested Bidders may view and download the Tender document containing the detailed terms and conditions, etc from the websites viz. <https://mahatenders.gov.in> and <https://mpsc.gov.in>

Secretary

Maharashtra Public Service Commission

DISCLAIMER

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

MAHARASHTRA PUBLIC SERVICE COMMISSION

5^½, 7th and 8th Floor, Cooperage Telephone Nigam Building, Maharshi Karve Road, Cooperage, Mumbai – 400 021.

Telephone No-(022) 22795949

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



Tender Document

For

Hiring of Office Premises for MPSC at Belapur CBD, Navi Mumbai

[PRICE RS. 16,000/-]

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CHAPTER – I
INSTRUCTIONS TO BIDDERS FOR SUBMISSION OF BIDS

1.1 DEFINITIONS

- 1.1.1 "Vendor or Contractor or Service Provider" shall mean the successful bidder to whom the contract has been awarded and with whom the Tendering Authority signs the contract for rendering of goods and services.
- 1.1.2 "Contract" means the agreement entered into between the Tendering Authority and the Service Provider, as recorded in the document signed by the parties, including all the attachments and appendices thereto, and all documents incorporated by reference therein;
- 1.1.3 "Bidder" means any firm as required in the tender. The word "Bidder" when used in the pre award period shall be synonymous with "Vendor or Contractor or Service Provider" which shall be used after award of the contract.
- 1.1.4 "The Contract Rate or Price" means the price payable/receivable to the Successful Bidder under the Contract for the full and proper performance of its contractual obligations;
- 1.1.5 "The Goods" means all the material/ services, which the Vendor is required to supply to the Tendering Authority under the Contract;
- 1.1.6 "Services" means services ancillary to the Scope of Work hereinabove, transportation, any other incidental services and other obligations of the Vendor covered under the Contract;
- 1.1.7 "Day" means a working day.
- 1.1.8 "Tendering Authority" means The Secretary, Maharashtra Public Service Commission or any Officer of the Maharashtra Public Service Commission who has been authorized to issue a work order under this contract.
- 1.1.9 "Commission" or "MPSC" means Maharashtra Public Service Commission
- 1.1.10 "Lessor" means the successful Bidder with whom the contract has been made
- 1.1.11 "Lessee" mean the Tendering Authority
- 1.1.12 "PWD" means Public Works Department, Government of Maharashtra.

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. 16,000/- (Rupees Sixteen Thousand Only) through online mode only.

1.4 COST OF BIDDING:

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

1.5 BIDDING DOCUMENTS:

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

1.6 PRE-BID MEETING/CLARIFICATION OF BIDS:

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

Query Regarding Tender Notice Number – /2022 of MPSC

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

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

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

1.7 AMENDMENT OF BIDDING DOCUMENTS

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

1.8 NON-TRANSFERABLE BID

The tender document is not transferable.

1.9 LANGUAGE OF BID

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

1.10 BID FORM

The Bidder shall complete the Bid Form as mentioned herein along with all Annexure's 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's per Laws /Acts/Rules as on or after 1st September, 2022.	Copy of GST payment Challan from concerned Government Department as on or after 1st September, 2022
4	The bidder should have Income Tax Clearance Certificate/Income Tax Return acknowledgment for last three years	Copy of the Income Tax Clearance Certificate or Income Tax Return acknowledgment for last three years i.e. 2020-2021, 2019-2020 and 2018-2019
5	The bidder must have an average annual turnover of minimum INR 5 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 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** Only those bonafide Owners / Registered Power of Attorney holders, **who possess freehold title of the premises offered for rent / lease and who can as per the Law, lease the premises to MPSC can participate in the tendering process.**
- 1.13.3** Offers from intermediaries or brokers shall not be entertained.
- 1.13.4** The Offers received from Public Sector Undertakings / Government Bodies would be given preference. Further preference also would be given to those premises / buildings which have already be in rented out to Government Departments.
- 1.13.5** 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.
- 1.13.6** 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.
- 1.13.7** If the bid is not accompanied by all the above mentioned documents, the same would be rejected.
- 1.13.8** 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) Financial Information from its C.A. in prescribed format along with necessary documents (Annexure-5)
- (6) Copies of Certificate of incorporation /Proprietorship/Partnership
- (7) Copy of the PAN Card
- (8) Copy of GST Registration Certificate from concerned Government Department valid as on 1st September, 2022.
- (9) Copy of GST Clearance Certificate or GST payment Challan from concerned Government Department on or after 1st September, 2022.
- (10) Copies of the Income Tax Clearance Certificate or Income Tax Return acknowledgement for last three years as on 31st March, 2021.
- (11) Escalation Matrix of Telephone Numbers for Service Support with name, designation and contact details at each level up to the level of CEO.
- (12) Technical Proposal along with necessary documents (Annexure-6)

1.14.5 Technical Proposal

The following documents are required to be furnished by the bidder along with the 'Technical Bid'(Annexure-5):-

- (1) Signed and scanned copy of the "Title deed" showing the ownership of the premises or copy of the Registered Power of Attorney from all the legal owner(s) (Copy of proof of ownership / power of attorney).
- (2) Signed and scanned copy of the 'Affidavit' from all the owner(s) / power of attorney holder(s), and if tender is submitted by the power of attorney holder, an affidavit from such power of attorney holder regarding accommodation offered for hiring being free from any litigation / encumbrances / liability /pending dues and taxes.
- (3) Signed and scanned copy of the existing approved drawings from LOCAL DEVELOPMENT AUTHORITY or any other competent authority of the area offered for rent / hire, certified copy of land deed, municipal corporation tax receipts.
- (4) Signed and scanned copy of the location map of the proposed property.
- (5) Signed and scanned copy of the approved layout plan of the offered premises with exact measurement for carpet area.
- (6) Signed and scanned copy of the 'Completion Certificate' / 'Occupancy Certificate' of the offered space /building from the competent authority.
- (7) Approved building plan together with Title verification report from an advocate

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

1.14.7 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 and a bid summary will be displayed with the Bid No., the date and time of submission of the bid along with all other relevant details.

1.14.9 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) 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. 5,00,000/- [Rupees Five Lakh 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 case the bid is found acceptable, the selected party will be required to submit the original copy of the Title Deed of the property along with proof of identity of the owner before the bids are opened. Original documents shall be returned after decision is taken to open Bids or otherwise.
 - (4) After screening of the technical bids, short-listed landlords will be informed for arranging site-inspection of the offered premises by the hiring committee. The physical inspection of the premises will also be carried out by the hiring committee to verify whether the premises comply with the terms and conditions as mentioned in this document.

1.24 ADDITIONAL INFORMATION

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

1.25 EVALUATION PROCESS

- 1.25.1 Bidders who have qualified as per the Pre-Qualification Criteria of this Tender Document shall be evaluated by the Evaluation Committee, assessing each bidder's ability to satisfy the requirements set forth in the Document.
- 1.25.2 The decision of the hiring 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.

1.26 DATE OF OPENING OF COMMERCIAL BIDS

- 1.26.1 The financial bids of only those bidders will be opened who are short-listed by the "Hiring committee" after assessing the suitability of the accommodation, compliance to technical specifications, verification of their credentials and other liabilities.
- 1.26.2 The financial Bids shall be opened through e-tendering system after completing prescribed procedure.
- 1.26.3 The opening of financial bids will be done online at a later scheduled date
- 1.26.4 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

- 1.28.1 The Tendering Authority reserves the right to open Commercial Bid even if one Bidder qualifies the Technical Bid or only one Bid is received in response to the Tender Notice. However in the case of one Bid the power to negotiate with the Bidder will be reserved with the Tendering Authority.
- 1.28.2 The Tendering Authority may at its discretion discuss with the Bidder(s) to clarify contents of their financial offer.
- 1.28.3 The Tendering Authority shall negotiate with the lowest bidder so as to meet its expectation of a cost effective sustainable and economically promising solution.
- 1.28.4 If the negotiation with lowest Bidder fails, the same shall be rejected and negotiation then shall be done with second lowest Bidder.
- 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 Total Effective Cost (as indicated in the Price Schedule) for item shall be considered for Final Evaluation.
- 1.32.2 Total Effective Cost shall be measured in INR per Square Feet on Carpet Area Basis
- 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 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 service provider 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

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

2.11.2In 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 Payment of monthly bills shall be made on post service basis with one next month subject to availability of funds in the Department.
- 3.1.2 The monthly rent will start from the signing of the contract. But actual rent will start as and when possession of the premises is taken over by the MPSC. The difference of monthly rent paid to the service provider before actual possession of the premises will be adjusted in the last bills before end of the contract.
- 3.1.3 Payment shall be made after the completion of the work as per the scope of the work/services in good and satisfactory condition and after verification of the services/reports/tasks conforming to the quality, specifications and instructions
- 3.1.4 Unless specifically provided for in the tender documents or any Special Conditions, no escalation in the Tender rates or prices quoted will be permitted.
- 3.1.5 Payment shall be made against Invoices after necessary verification (Agreement and Penalty Clause) and due diligence by MPSC
- 3.1.6 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.
- 3.1.7 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.
- 3.1.8 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.
- 3.1.9 MPSC reserves the right to make payment in any alternate mode also.
- 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/in this tender document 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 All the maintenance related minor complaints shall be attended on priority but not later than 24 hours to the satisfaction Of MPSC.
 - 3.3.5.2 If the service provider fails to do so, Rs.500/- per complaint shall be recovered from the monthly rental bill as compensation.
 - 3.3.5.3 In case the complaint is not attended within two working days, the job shall be done at the risk and cost of the service provider besides recovery of compensation of Rs 1000/- per minor complaint.
 - 3.3.5.6 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.
 - 3.3.5.7 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.
 - 3.3.5.8 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 running bills of the service provider

3.4 SUSPENSION OF WORK

- 3.4.1 The service provider shall, if ordered in writing by the tendering authority for non-performance, temporarily suspend the works or any part thereof for such a period and such a time as ordered.
- 3.4.2 The service provider shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the Works as aforesaid.
- 3.4.3 An extension of time for completion, corresponding with the delay caused by any such suspension of the works as aforesaid shall be granted to the service provider, if request for same is made and that the suspension was not consequent to any default or failure on the part of the service provider.
- 3.4.4 In case the suspension of works, is not consequent to any default or failure on the part of the service provider, and lasts for a period of more than two months, the service provider shall have the option to request the tendering authority to terminate the Contract with mutual consent.

3.5 TERMINATION FOR INSOLVENCY

- 3.5.1 The Tendering Authority may at any time terminate the Contract by giving written notice to the service provider, if the service provider becomes bankrupt or otherwise insolvent.
- 3.5.2 In this event, termination shall be without compensation to the service provider, provided that such termination shall not prejudice or affect any right of action or remedy, which has accrued or shall accrue thereafter to the Tendering Authority.

3.6 TERMINATION

- 3.6.1 The Tendering Authority may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Vendor, terminate the Contract in whole or part:-
 - (1) If the Vendor fails to deliver any or all of the Goods or Services within the period(s) specified in the Contract,
 - (2) If the Vendor fails to perform as per the Quality standards and as per the Scope of the Work
 - (3) If performance of the vendor pursuant to the contract is not satisfactory or not in accordance with industry practice under the circumstances which pertain to the objectionable service (including not limited to loss of damage of examination material, documents fully or partly or otherwise poor delivery performance, material failure to meet security audits and frequently late, erroneous or illegible reports, etc)
 - (4) If the Vendor, in the opinion of the Tendering Authority has engaged in corrupt or fraudulent practices in competing for or in Executing the Contract.

- 3.6.2** The Tendering Authority may also at its sole discretion accept full or part work and also reserves the right to delete any items/services from the scope of the work.
- 3.6.3** The Tendering Authority may, without prejudice to any other remedy for breach of contract, by written notice sent to the Vendor, without assigning any reason may terminate the Contract in whole or part, if the tendering authority satisfies that the services of the Vendor are no more required or Vendor is not executing its services properly.
- 3.6.4** If the Vendor after submission of Bid and due acceptance of the same i.e. after placement of order fails to abide by the terms and conditions of the tender document or fails to execute the work as per the prescribed schedule given or at any time repudiates the contract, the tendering authority will have the right to forfeit the EMD, invoke performance security deposited by the Vendor and get the work done from other vendor at the risk and consequences of the first vendor.
- 3.6.5** The cost difference between the alternative arrangements and vendor's bid value will be recovered from the Vendor along with other incidental charges including transportation, taxes, etc. in case tendering authority is forced to get work done through alternative sources and if the cost is lower, no benefit on this account would be passed on the vendor.
- 3.6.6** In case of failure by the bidder to carry out the job in accordance with provisions of the contract and as per the Scope of the Work, the tendering authority will have right to cancel the contract and award it to any other vendor and any loss sustained thereby will be recoverable from the first vendor.
- 3.7 CONSEQUENCES OF TERMINATION**
- 3.7.1** In circumstances mentioned above, the Tendering Authority shall exercise the following steps:-
 (1) Ask the Vendor to leave the job and return the entire material in an "as is where is" condition, and / or.
 (2) Shall forfeit the Security Deposit obtained as performance Guarantee.
 (3) Shall take appropriate steps in terms of remedies for breach of contract under relevant provisions of law.
- 3.7.2** Tendering Authority reserves right to disqualify the Vendor for a suitable period who habitually failed to supply services in time.
- 3.7.3** Further, the Vendor whose services do not perform satisfactory in accordance with the specifications may also be disqualified for a suitable period as decided by the tendering authority.
- 3.7.4** Tendering Authority reserves the right to blacklist a bidder for a suitable period in case he fails to honor his bid without sufficient grounds.
- 3.8 FALL CLAUSE:**
 It is a condition of the contract that all through the currency thereof, the price at which Vendor will supply/services should not exceed the lowest price charged by Vendor to any customer during the currency of the contract and that in the event of the prices going down below the contract prices, service provider shall promptly furnish such information to the tendering authority to enable to amend the contract rates for subsequent supplies/services.
- 3.9 FORCE MAJEURE CLAUSE:**
- 3.9.1** The service provider shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 3.9.2** Force Majeure shall not cover the price fluctuation of components
- 3.9.3** For purposes of this Clause, Force Majeure means an event or situation beyond the control of the service provider that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the service provider.
- 3.9.4** Force Majeure events may include, but not be limited to, acts of MPSC in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 3.9.5** If a Force Majeure situation arises, the service provider bidder shall promptly notify MPSC in writing of such conditions and the cause thereof. Unless otherwise directed by MPSC in writing, the service provider shall continue to perform its obligations under the Contract as far as it is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the
- 3.10 RESOLUTION OF DISPUTES**
- 3.10.1** The Tendering Authority and the Vendor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them in connection with the contract.
- 3.10.2** If, after thirty (30) days from the commencement of such informal negotiations, the Tendering Authority and the Vendor have been unable to resolve amicably a contract dispute, all such disputes, differences, claims and demands arising under the contract shall be referred to arbitration of a sole Arbitrator to be appointed by the Tendering Authority. All arbitrations shall be held in Mumbai.
- 3.11 GOVERNING LANGUAGE**
 The contract shall be written in English or Marathi. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same languages.
- 3.12 APPLICABLE LAW**
 The contract shall be interpreted in accordance with appropriate Indian laws.
- 3.13 TAXES AND DUTIES**
- 3.13.1** The Vendor shall be entirely responsible for all taxes, duties, license fees, road permits etc.
- 3.13.2** No increase in the rates shall be allowed during the period of the contract.
- 3.14 NOTICES**
- 3.14.1.** Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing or by telex, cable or facsimile and confirmed in writing to the party's address.
- 3.14.2.** A notice shall be effective when delivered or on the notices effective date whichever is later.
- 3.14.3** For the purposes of all notices by the Vendor to the Tendering Authority on change address if informed in writing, these shall be sent to the Tendering Authority by the Vendor at the address mentioned in the Letter of Award.

CHAPTER - 4
TERMS AND CONDITIONS SPECIFIC TO THE CONTRACT

4.1 PERIOD OF CONTRACT

- 4.1.1** The contract shall be initially for a period of 36 months (Lock in period) reckoned from the date as notified in the Letter of Award. (LOA) The maximum period of contract will be 4 years subject to extension in the interval of 6 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 services 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** The rent revision shall be applicable after expiry of 3 years from the start of the lease period.

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, if not extended further
(2) No separate notice will be issued to the contractor for the termination of the contract

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 written letter or by 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 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
- 4.5.4** The Service Provider/Lessor has to sign the Lease Agreement within 15 days from the date of receipt of intimation from the Officers of the Tendering Authority. Extension of any kind will not be given under any circumstances.

4.6 CONFIDENTIALITY

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

Date:

For and on behalf of the service provider

4.7 SPECIAL CONDITIONS TO THIS CONTRACT:-

- 4.7.1** It shall be deemed that the Bidder has got fully acquainted with the scope of the work/services, 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.
- 4.7.2** 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.
- 4.7.3** 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 proposed services.
- 4.7.5** The service provider will have to abide by the all security instructions and requirements as necessary and intimated by tendering authority

4.8 LEGAL JURISDICTION

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

CHAPTER-5

SCOPE AND DETAILED SPECIFICATIONS OF THE REQUIREMENTS

5.1 BACKGROUND

5.1.1 ABOUT MPSC:

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

5.1.2 MAJOR FUNCTIONS:

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

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

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

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

5.1.2.3 The recruitment may consist of the following methods:-

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

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

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 Belapur CBD, Navi Mumbai or anywhere in Mumbai in future.

5.1.4 DIVISIONS OF MPSC

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

5.2 SCOPE OF WORK

5.2.1 Proving Office Premises on Rent to the Office of the MPSC as per the requirements.

5.2.2 APPROXIMATE AREA REQUIRED

5.2.2.1 Approximately 40,000 to 50,000 Square Foot carpet area. May vary as per requirement.

5.2.2.2 The seating requirement/capacity of the offered premises shall be as broadly mentioned below:-

Sr. No.	Description	Nos.
1	Chamber for Hon'ble Chairman, MPSC with PA cabin	1
2	Chambers for Hon'ble Members, MPSC with PA cabin and attached toilets	5
3	VVIP lounge	2
4	Chambers for Secretary, MPSC with PA cabin	1
5	Chambers for Joint Secretaries, MPSC	2
6	Chambers for Deputy Secretaries, MPSC	7
7	Chamber for Law Officer	2
8	Chambers for Under Secretaries	15
9	Seating area for about 200 staff	200
10	Conference Room	6
11	Meeting Rooms / Committee Rooms	7
12	Waiting Hall for 150 Candidates	1
13	Halls for Storage / Strong Room (Approx. 2000 Sq.Ft. each)	2
14	Scanning area	1
14	Control Room for all cameras	1
15	Control Room for Examination with amenities like minimum 4 CCTV, Phones etc	1
16	Rest Room	2
17	Parking Facility	10 Four wheelers and 20 Two Wheelers

5.2.2.3 Out of above requirement, for 7 higher functionaries separate Cabins with attached toilets may be made available.

- 5.2.2.4** The offered premises should be in fully furnished condition with modern furniture and should have separate, individual Air Conditioned chambers, with attached toilets as well as cabins for the Private Secretaries of the Higher Functionaries and other requirements like ante chamber etc
- 5.2.2.5** In addition to above tentative requirement of rooms, suitable partitions would have to be provided for sitting arrangements of various officers, Reception, visitor room, Record Room, changing room for security and peons, Telephone Operator cabin, various service providers etc. as per office requirement
- 5.2.2.6** The net carpet area should be in a single independent building.
- 5.2.2.7** Carpet area means the usable office area at any floor level and includes all internal partitions, walls, columns, Door Jambs, bathrooms, lavatories, kitchen and pantry, passages for fire exit relating to and contained within the property.
- 5.2.2.8** Carpet area will be determined and agreed upon, after the joint measurement by the Bidder, MPSC and PWD Officials during the technical visit
- 5.2.2.9** Rent will be paid as per actual carpet area in possession of the MPSC. Carpet area recommended by PWD will be considered for commercial purposes
- 5.2.2.10** The furniture, equipment's and amenities to be provided should be as per the specifications and design approved by MPSC and should have BIFMA and Green guard Certificate wherever applicable.

5.2.3 LOCATIONS UNDER CONSIDERATION

The Building offered should be located on the main roads in the vicinity of Belapur CBD Navi Mumbai and should be within a radius of 5 kilometers from Belapur CBD Railway Station Navi Mumbai under the Municipal Corporation of Navi Mumbai.

5.2.4 AMENITIES/FACILITIES AND FEATURES FOR CONSIDERATION

- 5.2.4.1** The Premises offered should be a completely constructed building and suitable for use as Office having well-furnished seating arrangement for Approximately 200 staff as mentioned hereinabove
- 5.2.4.2** The approved land use of the building from the respective State Government Authorities or Local Authorities should be "Commercial".
- 5.2.4.3** The building should have all the necessary approvals / clearance from the concerned local development authority/municipal authorities and completion certificate / occupancy certificate issued by the competent authority
- 5.2.4.4** The building should be conforming to all the building norms and safety norms as specified by local development Authority / municipal authorities or other Government agency from time to time
- 5.2.4.5** The building should be "Disabled friendly", i.e., there should be arrangements of proper ramps for the convenience of the disabled
- 5.2.4.6** There should be adequate natural lighting in the campus/compound and adequate Cross-ventilation.
- 5.2.4.7** The building should be conforming to the fire-fighting norms and should have clearance certificate / NOC from the concerned fire department
- 5.2.4.8** The premises offered must comply with the minimum amenities / facilities as specified below:-
- (1) The building should be located on sufficiently wide road and the approach to the offered building should be convenient and non- congested.
 - (2) The building should be capable of being operated 24 x 7, so that office work beyond normal working hours and on non-working days is not hampered or stalled.
 - (3) Sufficient earmarked / reserved parking (minimum 20 four wheelers and 20 two wheelers) exclusively for use of the lessee must be provided.
 - (4) The entire carpet area offered for rent should be located in one building and it should be contiguous. If the offered space is in multiple floors; it should be in contiguous floors.
 - (5) The building should have provision for electrically operated lifts with assured power backup, if the entire office space is not on ground floor.
 - (6) The premises should have suitable power supply for commercial operations and also should have 100% power back-up for the lifts.
 - (7) If the premises approved by the competent authority for rent/lease has other occupants, premises with lifts earmarked exclusively for the office of MPSC, shall be given preference.
 - (8) The entire carpet area offered for rent should be for exclusive use of the MPSC and no passage of any other person should be allowed through this area.
 - (9) The layout of the offered space should be in accordance with the requirement of Office of the MPSC for various rooms as per the staff strength and other amenities as required. The owner may be required to carry out such alterations to the existing partitions / fixtures and fittings as may be specified by the hirer to make it suitable for its use
 - (10) The building should be fitted with lights, fans and other electrical and civil fittings and fixtures, including adequate power back up for all electrical fixtures and computer systems
 - (11) The offered premises should have air conditioning facility.
 - (12) The building should have adequate separate toilet facilities for ladies and gents on each floor of the proposed area.
 - (13) All internal and external walls should be painted with good quality paint at the time of handing over the premises.
 - (14) There should be provision of ceramic tiles / marble flooring in general areas and vitrified tiles in the cabins of senior officers (Approximately 7)
 - (15) Throughout the period of lease, cleaning of the common area and maintenance (civil, electrical, mechanical, plumbing including consumables etc.) shall be the responsibility of the lessor and the lessor shall also carry out periodical repairs as may be required. No additional / separate charges shall be paid for the same
 - (16) The scope of maintenance would be broadly as under:-
 - (i) Periodical maintenance of the building, which includes painting / cleaning of the exteriors and all the common areas of the building.
 - (ii) Day to day house-keeping and maintenance of all common areas including pavement, landscape, common garden area and provisions of consumables for the same.
 - (iii) Maintenance of all elevators including payment of AMC.
 - (iv) Lighting of common area and provisions of consumables for the same.
 - (v) Maintenance of water supply system.
 - (vi) Maintenance of main building electrical installations, common electrical, plumbing and sanitary lines.
 - (vii) Maintenance and running of motors and water pumps installed at the premises.
 - (viii) Maintenance and running of common DG sets, Air Conditioners and payment of their insurance and AMC.
 - (ix) Regulating vehicle movement within the premises.
 - (x) Maintenance of green area and plotted plants.
 - (xi) Provision of purified drinking water on all floors including the AMC
 - (17) The MPSC reserves the right to carry out suitable alterations by way of partitions, office fixtures, fittings etc. for the effective use of the office space hired during the lease period / extended lease period.

- (18) The lessor should be willing to make alteration / additions as per requirement of the lessee and suitable provisions have to be made for physically challenged persons.
 - (19) The layout of the offered space should be in accordance with the requirement of lessee. The lessor would be required to carry out such alterations to the existing partitions / fixtures and fittings as may be specified by the lessee to make it suitable for its use.
 - (20) There should be provision for 24 Hrs running water supply for both drinking and utility facilities and enough arrangements for public utilities (toilets etc.) for men, women and for people with special needs separately.
 - (21) All building services such as Lifts, Power Supply, Plumbing, Sewerage and Telephone Connectivity shall be fully operational at the time of submission of the Offer by the bidder.
 - (22) The Premises offered should have canteen facility with all permissions for running of Canteen from concerned authorities like Local Authority Fire, Food and Drugs Administration Department along with Gas connection.
 - (23) The MPSC shall pay all charges in respect of electric power, light and water used on the said premises during the lease periods as per the prevailing rates. For electricity supply through generator set, a separate meter should be installed.
 - (24) Conditioning plant, power backup lifts and common areas etc. will be the responsibility of the Bidder. Routine replacement of electrical fittings like bulbs, tubes and other consumables will be done by the MPSC.
 - (25) The security of the building and running of lifts with requisite manpower for operation shall be the responsibility of the owner/bidder.
 - (26) The cost of deployment of External Security for the building will be met by the Bidder/owner.
 - (27) The services like security and maintenance shall be of the quality acceptable to the MPSC. The internal security of the premises offered will be taken care of by the MPSC.
 - (28) The bidder should make sure that the Lifts work smoothly during the period of contract.
 - (29) The owner will also be required to install and maintain CCTV cameras with a backup of minimum 72 hours at all strategic locations like main gate, in lifts, backyard, in and exit gates along with all the internal office premises etc as per the requirement of the tendering authority.
 - (30) The MPSC at any time during the Lease Period/extended Lease Period may make temporary alternations like Partitions, office fixtures and fittings to suit the requirements
 - (31) The premises offered should have four separate Leased lines from at least two different service providers with minimum speed of 40MBPS. The layout and requirement will be mutually finalized. The MPSC will pay monthly/ recurring charges for the providing services of leased lines. MPSC will not pay any additional charges for maintaining the leased lines.
 - (32) The premises offered should also have provision for installing EPBAX and required number of telephone lines at the cost of the service provider. The features, make and model of the EPBAX shall be as approved by the tendering authority. MPSC will pay monthly rent for all the telephone lines and EPBAX. The service provider has to provide/make available wiring etc for required number of telephone lines. No additional payment of any kind will be made for providing EPBAX, wiring etc.
 - (33) While furnishing, the Bidder/Owner has to make all necessary arrangement for Networking for workstations, Routers, Modems, Firewalls, Switches, etc as per requirement and approved plan of the MPSC. Additional payment of any kind will not be made for providing networking, Routers, Modems, Firewalls and Switches etc. The networking design/ plan, number of devices, technical specifications, Brands, Models etc will be mutually finalized after approval of layout.
- 5.2.4.9** The premises offered should be secure and in reasonably ready condition
- 5.2.4.10** The possession of the premises will be given to the lessee after completion of entire work as per their requirement and specifications. Subsequent to the possession, if it is observed that any item or work remains unattended or is not in accordance to their specifications, the lessor will have to complete the same within a reasonable time from the date of possession of the premises and in case of any default, the lessee shall have the right to get the above unfinished jobs / works / items completed by availing the services of other agencies and recover the amount so incurred from the rent payable to the lessor.
- 5.2.4.11** The lessor has to insure the premises / assets rented / hired against risks like fire or natural calamity at his (lessor's) own cost and the lessee will not be responsible for and would not be liable to make good any losses that may be sustained in any future date in respect of such premises / assets.
- 5.2.4.12** All the statutory clearances and permissions required for construction / modification / additions / alterations and leasing of the premises to the MPSC shall be obtained by the lessor at his (lessor's) own cost.
- 5.2.4.13** Finalization of rent based on location and quality of construction is subject to certification by PWD / Hiring Committee and subject to final approval and sanction by Government of Maharashtra, as per rules framed in this regard.
- 5.2.4.14** Lease agreement will be executed after legal verification of all documents related to the property to the entire satisfaction of the MPSC.
- 5.2.4.15** The bidder is required to enter into "STANDARD LEASE AGREEMENT (SLA)" in the prescribed format approved by the MPSC. The Original copy of the lease document shall be retained by the lessee.
- 5.2.4.16** Expenses in connection with drafting, execution, Stamp Duty and Registration Charges of the premises will be borne by the Bidder. Necessary co-ordination with the Sub Registrar's office to be done by the bidder. All incidental expenses in this regard other than stamp duty and Registration Charges to be borne by the bidder
- 5.2.4.17** In case of any delay in payment of rent by the department due to any exigency, the lessor shall not stop the payments of taxes and maintenance of the building and equipments
- 5.2.4.18** The MPSC reserves the right to amend these terms and conditions as deemed necessary.
- 5.2.4.19** The bidder shall quote expected amount of rent per Sq. Ft. per month for the premises being hired in the Financial Bid. However, payment of rent will be subject to the issuance of "Fair Rent Certificate" by PWD as per the procedure laid down by the Government
- 5.2.4.20** No security deposit shall be paid by the MPSC as per the existing policy.
- 5.2.4.21** Maintenance charges are to be borne by the lessor. In addition, all Corporation / Municipal Taxes, Cess or any other Taxes as applicable during the period of lease shall be borne by the lessor. All these charges / taxes are deemed to be part of monthly rent per Sq. Ft. of carpet area quoted by the bidder.
- 5.2.4.22** Most competitive rate per month per Sq. Ft. of carpet area should be offered / quoted in Financial Bid [BoQ in .xls format] for the entire agreement period of Three (03) years. No separate rent would be paid for underground / covered parking, open parking space, inner roads, garden etc. within the compound. Rate per month per Sq. Ft. of carpet area quoted in the Financial Bid is deemed to be inclusive of all charges / taxes except GST.
- 5.2.4.23** Approximately 1.5 KVA/100Sq. ft would be the minimum electrical load for internal office consumption, which would be procured by the Owner/bidder
- 5.2.4.24** If at any stage it is found that any of the details / documents furnished by the bidder is false / misleading / fabricated, his/her bid would be liable for cancellation without intimation to the bidder.

- 5.2.4.25** The MPSC will at the expiration of the lease term or any extension thereof (if agreed to mutually) deliver up possession of the rented premises to the lessor in the nearly same condition as at the time of commencement of initial lease. Wear & tear, and damage by fire, earthquake, cyclone, tempest, flood, violence of any army or mob or other irresistible force or act of God excepted; but this condition shall not be construed to render the MPSC liable to do any repairs of any kind to the rented premises.
- 5.2.5.26** After receipt of confirmation from the MPSC for leasing of the premises which is considered to be most suitable / reasonable and its acceptance, if Owner / Power of Attorney holder backs out on account of any reason, the Owner / Power of Attorney holder is liable to pay the MPSC the full expenditure incurred by the MPSC from releasing of advertisement to finalizing the premises and other incidental expenditure incurred in the process. Such bidders are also liable for action as per law.
- 5.2.4.27** Terms and conditions given in this Tender Document are sacrosanct and shall be considered as an integral part of this offer/ tender. In case of any conflict in terms and conditions of Tender Documents, the conditions stipulated in the Tender Documents shall take precedence
- 5.2.4.28** Signage- MPSC requires the right to use its logos and graphics at the entrance to its premises and within the premises. The MPSC shall also be provided signage in the elevator lobby on the leased floor(s) and in the building lobby. Preference to install a prominent signage on the main building facade.
- 5.2.5 SPECIAL TERMS AND CONDITIONS**
- 5.2.5.1** The bidder should have undisputed, clear and marketable title/ ownership and possession of the land and building. Land taken on perpetual lease from Govt. bodies for a period of 30years and building constructed therein complying with the terms of the lease deed may also be considered.
- 5.2.5.2** Occupation/Completion Certificate of the building from Competent Authority, approved building plan together with Title verification report from an advocate to be submitted together with Technical Documents.
- 5.2.5.3** The premises if any offered in special zone/park/area should have approval from all concerned Govt. Agencies for use of said offered premises for commercial use.
- 5.2.5.4** Encumbrance status of the building, Nil litigation declaration, copies of receipts of up to date payment of all applicable taxes, duties, revenue dues etc. to be provided with the Technical Documents
- 5.2.5.5** In case, the properties are owned by more than one owner, such joint owner scan quote jointly or through one of them holding Registered power of attorney. Only authorized person(s) having appropriate authority from the Competent Authority can submit the bid.
- 5.2.5.6** Bids through Brokers/property dealers shall not be accepted
- 5.2.5.7** MPSC may issue public notice in leading newspapers inviting claims if any from the public before entering in to license.
- 5.2.5.8** Bidder shall have to arrange and produce all details/documents which are required by Legal Advisor, Technical and Finance Experts appointed by MPSC.
- 5.2.6 TIME-LIMIT**
The Service Provider/Lessor would have to hand over the possession of the premises within 45 days and maximum 60 days from the date of the contract/Lease Agreement with all facilities/amenities as per the scope of the work/ services
- 5.3 PROBLEM ESCALATION**
Problem escalation mechanism should be detailed in technical bid. The escalation should cover each level of the organization up to the level of the CEO of the organization.

ANNEXURE-1
TENDER OFFER FORM (TOF)

Date: _____

Tender Reference No.: _____

To

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

SUBJECT: TENDER DOCUMENT FOR PARTICIPATION IN THE TENDER PROCESS FOR HITING OF OFFICE PREMISES FOR MPSC

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^{1/2}, 7th and 8th Floor, Cooperage Telephone Nigam Building,
Maharshi Karve Road, Cooperage, Mumbai – 400 021.

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

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

Thanking you,

The specimen signature of the authorized person is as:-



Authorized Signatory

Seal

<Name>

This tender document is not transferable

ANNEXURE-3
SELF-DECLARATION (NOTARIZED AFFIDAVIT)

Ref.....

Date: -

To,

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

- I / We _____ Director/Partner / Legal Attorney / Proprietor / accredited Representative of M/s _____ solemnly declare that:-
2. I / We are submitting tender for the work Against Tender Notice No. Dated
 3. All documents/credentials submitted along with this tender are genuine, authentic, true and valid.
 4. The price bid is unconditional.
 5. If any information or document submitted is found to be false/incorrect, department may cancel my/our Tender and action as deemed fit may be taken against me/us including termination of the contract/supply order, forfeiture of all dues including Earnest Money and blacklisting of me/our firm and all Partners of the firm etc.
 6. I / We accept the tender document as available in the website and my/our tender may be rejected if any tempering is found in them. I/We also undertake that I/We cannot raise any dispute in this regard.
 7. I / We hereby declare that our Agency is having unblemished past record and was not declared ineligible for corrupt and fraudulent practices either indefinitely or for a particular period of time.
 8. I / We M/s _____ (Name of the Company) are not blacklisted in any Department of Government of Maharashtra as on today.
 9. I / We further undertake that our partner M/s _____ (Name of 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
FINANCIAL INFORMATION

- (1) Name of the Bidder-----
(2) Address as per Record-----
(3) PAN-----

Sr.No.	Details	2021-22	2020-21	2019-20	2018-19
(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 Hiring of Office Premises for MPSC

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

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

Please attach –

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

Note: Attach additional sheets, if necessary.

(Signature of Chartered Accountant)

Name:

Date of sign:

Stamp:

**ANNEXURE-6
TECHNICAL BID**

Sr. No.	Particulars	Details (Please tick / fill up with relevant answers)
1	Name of the persons/party submitting the Bid (hereinafter referred to as the bidder)	
2	PAN of Bidder	
3	Status of the Bidder (Individual/Partnership Firm/ Company/Society/Any other) Please specify	
4	Name of the person/party holding Title to the property (hereinafter referred to as the owner)	
5	PAN of owner	
6	Status of the Owner (Individual/Partnership Firm/ Company/Society/Any other) Please specify	
7	Whether he/she is himself/herself the owner of property offered on rent or holds a Registered Power of Attorney or a duly Authorized Person?	
8	Contact details of bidder: -	
8.1	Name	
8.2	Complete Postal Address	
8.3	Contact Tel No./Mobile No.	
9	Contact details of owner (if different from bidder)	
9.1	Name	
9.2	Complete Postal Address	
9.3	Contact Tel no./Mobile Number	
10	Details of property offered: -	<input type="checkbox"/>
10.1	Location and Address of the Property	
10.2	Undisputed, clear and marketable title/ ownership and possession of the land and building	
10.3	Whether property is having "Office Use" as permissible use by competent authority?	
10.4	Whether it is an independent building for exclusive use by the MPSC or part of the building offered? Give details of the same.	
10.5	Whether the space offered for hire is situated in more than one floor of a property? If Yes, specify floors.	
10.6	Total plot area of the property where Office is offered (Complete land area including open space, Construction area within the boundary of property offered on rent) (in Sq. ft.).	
10.7	Total carpet area on each floor offered for rent (in Sq. ft.).	
10.8	Total carpet area (total of all floors) offered (excluding underground/covered parking areas) (in Sq. ft.).	
10.9	Open area (open parking space, inner roads, garden etc.)	
10.10	Covered Parking areas, garages, Underground parking, etc, if any	
10.11	Approximate Distance from the Railways	
	(1) Western Line	
	(2) Central line	
	(3) Harbor line	
	(4) Distance from the nearest proposed Metro /Monorail Station	
10.12	Width of road on which the property is located.	
10.13	(1) Whether proper access from road is available?	
	(2) Also specify clearly whether the premises are easily accessible for heavy vehicles?	
	(3) Inform, if any restrictions have been imposed by any Government or any authorities	
10.14	Details regarding natural light and Proper Ventilation.	
10.15	Whether the proposed property/building is free from all encumbrances, claims, litigations, etc? If Yes attach copies of relevant certificates, If not give details of all encumbrances, claims, litigations, etc	
10.16	Whether all Government Dues including Property tax, electricity, telephone water bills etc. have been duly paid up to date? (enclose documentary proof for the same)	
10.17	Whether the proposed building/property is physically vacant and available - "Ready to occupy?"	
10.18	Parking space for car/vehicle available. Public parking spaces on road or any other nearby public area will not be counted for this purpose. Details of underground/covered parking space if any and open parking space may be indicated separately)	
10.19	Details of the toilet facilities available on each floor (give details of common toilet facilities as well as attached toilet facilities, mention separately for men and women, if any)	
	No. of Toilets offered	
10.20	Details of Lift/Elevator capacity and number	
	(1) Manufacturer Name	
	(2) Typical speed	
	(3) No. of Passenger Lifts, Capacity (PAX and Load)	
	(4) No. of Service Lifts (Load Capacity)	
10.21	Details of available fire safety and security measures	

	(1) Fire –Fighting	
	(2) Fire detection and firefighting systems	
	(3) Fire hydrant tank capacity	
10.22	Details of power supply operation	
	(1) Power Supplier Name	
	(2) Sanctioned Load	
10.23	Whether adequate open space for installation of Genset is available? If yes furnish details-	
	(1) No. of DG Sets	
	(2) Area Covered	
	(3) Location of DG set	
10.24	Details of the power backup, whether available or not.	
10.25	Any other additional facility which the Bidder/Owner may provide to MPSC in proposed property such as Conference Room, Food Court, etc	
11	Maximum time required for completing internal wall partition and other finishing works as per user requirement (Not more than 45 days)	
12	General details relating to Building/Location:-	
12.1	Year of Construction	
12.2	Date of Occupation Certificate	
12.3	Total Built up area	
12.4	No. of Staircase	
12.5	Width of Staircase (in meters)	
12.6	Floor to Ceiling height in meters	
12.7	Column Span (in meter)	
12.8	Load Bearing Capacity	
12.9	Structure (Towers/Wings/Basement/Floors etc.)	
12.10	Water	
	(1) Water supply source	
	(2) Tank capacity	
12.11	Sewage	
	(1) Arrangements for Sewage Extraction	
	(2) Provision for Sewage Treatment plant	
12.12	Whether the premise has extra storage facility? (If yes, give details. If not, specify whether such facilities are available in the vicinity.)	
13	Building Management-please provide full details of the building management company including its ownership structure and whether the management service is in house or outsourced.	
14	Whether electricity installation and fitting, Power plugs switches etc. provided or not?	
15	Whether buildings have been provided with fans in all rooms or not? (If yes, give the nos. of fans floor wise)	
16	Chief Fire Officer (CFO) Clearance Certificate	
17	Manned Security and CCTV surveillance for Common Areas	
	(1) CCTV	
	(2) Basement Security and Access	
18	Certifications	
	(1) Name	
	(2) Type	
19	Telecommunications	
	(1) Telephone and ISP	
	(2) Leased Line & ISDN	
	(3) VSAT	
20	Maintenance Agency	
21	Provision of AHUs	

Notes:-

- [1] Attach extra sheets, if required, which should also be signed
- [2] Enclose documents wherever required.
- [3] In-adequate information could lead to disqualification of the bid.
- [4] All items should be supported by proper documents.
- [5] 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.

(1) I/we have gone through the various terms and conditions mentioned in the tender documents and I agree to abide by them.
(2) I/we(in full and Block Letter) son/daughter of(in full and Block Letter) solemnly declare to the best of my knowledge and belief that, the information given above and in the enclosures accompanying it is correct, complete and truly stated

Place:

Yours faithfully,

Date:

Signature.....

Name

Designation

ANNEXURE-7
PRICE SCHEDULE (PS)

To

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

SUBJECT: TENDER DOCUMENT FOR HIRING OF OFFICE PREMISES FOR MPSC

Sr. No.	Item Description	Item Code	Quantity	Units	Rate in Figures INR	Total Amount INR	Total Amount In Words INR
1	2	3	4	5	6	7	8
1	Hiring of Office Premises for MPSC with fully furnished condition AS PER THE SCOPE OF THE WORK/SERVICES	Item1	1.000	Monthly Rent per square feet-Carpet area			

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

ANNEXURE –8

LIST OF DOCUMENTS / INFORMATION TO BE UPLOADED / SUBMITTED ONLINE

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

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) Financial Information from its C.A. in prescribed format along with necessary documents (Annexure-5)
- (6) Copies of Certificate of incorporation /Proprietorship/Partnership
- (7) Copy of the PAN Card
- (8) Copy of GST Registration Certificate from concerned Government Department valid as on 1st September, 2022.
- (9) Copy of GST Clearance Certificate or GST payment Challan from concerned Government Department on or after 1st September, 2022.
- (10) Copies of the Income Tax Clearance Certificate or Income Tax Return acknowledgement for last three years as on 31st March, 2021.
- (11) Escalation Matrix of Telephone Numbers for Service Support with name, designation and contact details at each level up to the level of CEO.
- (12) Technical Proposal along with necessary documents (Annexure-6)

Note:

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

Commercial Bid (C1)

Price Schedule (Annexure 7)
