

Purchase Requisition Notice No. 09 / 2020

MAHARASHTRA PUBLIC SERVICE COMMISSION

Bank of India Building, 3rd Floor, Hutatma Chowk, Fort, Mumbai 400 001.

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Purchase Requisition Document
for
Supply of ISI marked HDPE/PP Bags for Packaging

MAHARASHTRA PUBLIC SERVICE COMMISSION
www.mpsc.gov.in

Sub: Invitation of Quotations for Supply of ISI marked HDPE/PP Bags for Packaging.

Sealed quotations in prescribed format (Annexure-1) are invited from reputed and experienced service providers for supply of material as per following details:-

S.N.	Brief Description of the items	Specifications	Quantity
1	ISI marked HDPE/PP Bags for Packaging	(1) Size:- 26" x 44" (2) Fabric GSM-65 (3) Denier-750 (4) Mesh-10x10 mm (5) Fabric Strength-70Kgs (6) Fabric Elongation-20% (7) Bag weight-105 gms (8) Colour-White (9) Material-Poly propylene (10) Printing-One side printing in single colour as per requirement with logo (11) No.of Bags in a bale-500	5000 yearly

2. Eligibility Criteria:

2.1 Only those service providers who fulfill the following criteria are eligible to COMPETE:-

- (1) The service provider should be a registered one under the Companies Act of 2013 or other relevant Act/Laws.
- (2) The service provider should have valid GST Registration Certificate valid as on 1st July, 2020.
- (3) The service provider should have latest GST Payment Challan as per relevant Act/Law/Rules.
- (4) The service provider should have Income Tax Clearance certificate/Income Tax Return acknowledgement for last three years i.e. 2018-2019, 2017-2018, 2016-2017.

2.2 The service provider must comply with all the above mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily.

2.3 Photocopies of relevant documents/certificates should be submitted as proof in support of the claims made.

2.4 The Secretary, MPSC reserves the right to verify/evaluate the claims made by the service provider independently.

3. Earnest Money Deposit:

3.1 The service provider should pay the Earnest Money Deposit of Rs. 5,000/- in the form of Demand Draft (D.D.) drawn in favour of Maharashtra Public Service Commission payable at Mumbai alongwith the quotation.

3.2 The DD of the EMD will be kept in the Office of the Maharashtra Public Service Commission, which will not be deposited in the bank, and it will be refunded after placing the work order with the successful service provider. The EMD of the Vendor will be refunded after receiving the performances bank guarantee and first supply satisfactorily.

3.3 The Earnest Money of unsuccessful service provider shall be refunded after the final decision on the Quotation or on expiry of validity period whichever is earlier. No interest shall be allowed on the Earnest Money Deposit.

3.4 In case the service provider withdraws his offer within the validity of the offer, the earnest money will be forfeited. Similarly, if the service provider fails to commence the work after issue of award letter, the amount of earnest money will also be forfeited.

4. Terms, Conditions and Instructions:

4.1 Quotation documents shall neither be sent nor received by post/courier service.

4.2 Conditional quotations shall be summarily rejected.

4.3 The quotation as submitted shall consist of the complete set of the quotation documents duly filled in and initialed on each page and signed by the service provider at the prescribed places. The quotation will be signed and submitted by a person authorized to sign on behalf of the firm.

4.4 Submission of quotation by a service provider implies that he has read all the Terms and conditions of the quotations, instructions to the service provider as also other relevant documents and has made himself aware of the scope of work, local conditions and other related factors.

4.5 Secretary, Maharashtra Public Service Commission is not bound to accept the lowest or any other quotation.

4.6 The right to reject any or all quotations, without assigning any reason whatsoever is reserved.

4.7 The acceptance of the quotation on behalf of Secretary, Maharashtra Public Service Commission will be done by the Officer to whom such powers have been delegated.

4.8 The Successful service provider has to complete the supply within the stipulated time as given in the purchase order.

4.9 The supply should be made strictly in accordance with the accepted quotation and conditions mentioned hereunder. The supply of Material/services shall be done with due diligence and same shall be expected to be completed in a workmanlike manner.

4.10 If any information furnished by the service provider is found to be incorrect at any time, the tender/contract/agreement is liable to be terminated without any notice and the Security is liable to be forfeited by the MPSC.

4.11 The rates of several items of work agreed to shall be valid only when the item concerned is accepted as having been received/completed full in accordance with sanctioned specifications. In case, where the items of works are not accepted as so completed, the Office of the Maharashtra Public Service Commission may make payment on account of such item at such reduced rates as may be considered reasonable in the preparation of final or on account bill/final bill.

4.12 The Secretary, Maharashtra Public Service Commission may put an end to this agreement at any time or in case of bad workmanship or substandard Material supplied. The cost of rectification of bad workmanship or replacing the substandard Material shall be borne by the successful service provider.

4.13 The successful service provider shall not be entitled to any compensation from Office of the Maharashtra Public Service Commission other than amount quoted by him/them.

4.14 Any other conditions, specifications, etc. not mentioned herein, the clarifications as furnished by the Office of the Maharashtra Public Service Commission shall be final and binding on the successful service provider.

4.15 Before commencement of work, the contractor shall correlate all relevant architectural and services drawings and satisfy himself that the information available there from is complete and unambiguous. The service provider /supplier shall be responsible for any error/difficulty in execution/damage incurred owing to any discrepancy in the drawings which has been overlooked by him and has not been brought to the notice of the competent authority of the Office of the Maharashtra Public Service Commission before execution.

4.16 Any Act on the part of the service provider to influence anybody in the MPSC is liable for rejection of the offer.

4.17 The defect liability period is 6 (Six) months from the certified date of completion of supply.

4.18 The contract for supply of the items shall be initially for a period of Three years or till date of existence of new contract on case - to case basis from the date of issuance of letter of award.

4.19 In normal circumstances delivery of items should be strictly as per schedule mentioned in the supply order.

4.20 However, in urgent cases items are to be supplied immediately as per the instructions of the Officers of the Commission, any violation of which will be treated as breach of Contract.

4.21 The service provider should be in a position to supply items/services on Short Notice as and when needed.

4.22 The service provider should be able to provide items on holidays / Sundays also.

4.23 The service provider shall indicate its own direct telephone number (Office as well as residence) and also its Mobile phone so that it may be contacted in emergency situation.

4.24 The Items/services should be delivered to the Office of the MPSC or anywhere in Mumbai/ Navi Mumbai whenever needed. All the expenses for supplying the items/services as per the instructions of the Officers of the MPSC at appropriate places will be borne by the service provider only.

5. Volume of Work/Quantity:-

5.1 Quantity mentioned against the item is per year. The quantity may vary by $\pm 25\%$

5.2 MPSC does not guarantee any definite volume of work. The MPSC has the right to vary the quantity as per requirement from time to time.

5.3 Supply orders shall be placed against the Contract for such quantities as may be decided by the Commission as and when required during the currency of the contract.

5.4 The MPSC shall have discretion of placing orders beyond the aforesaid maximum quantity at the same rates.

5.5 The MPSC reserves the right to enter into contract with more than one contractor for supply.

6. PACKING:-

6.1 The material is to be packed in a suitable Bale of 500

6.2 A label indicating quantity, etc. kept in the Bale should be printed on the outer Bag.

6.3 The packing should be such as to withstand the hazards of transportation and climatic conditions and as per instructions of the Commission.

6.4 The quantity written on label and actual number of Bags should be same.

6.5 The infringement of above instruction will be seriously viewed by the Commission and strict action as per Law will be initiated in case of default.

7. OTHER INSTRUCTIONS:-

7.1 The material should be packed properly as per the Industry Standard

7.2 The service provider must ensure that the material should be supplied in a good condition without tampering.

7.3 Good quality materials from reputed manufactures with established standards and reputation in the market must be used. A sample shall be got approved by the Office of the Maharashtra Public Service Commission before supply of material.

7.4 If at any stage it is found that the material being used by the service provider is not of standard quality, no payment will be made and Security Deposit will be forfeited even if the material is consumed.

7.5 The service provider will not be allowed to sublet the work to any other agency or engage sub-contractor.

7.6 The service provider shall comply with all the statutory provisions as laid down under various Labour Laws/Acts/Rules like Minimum Wages, Provident Fund, ESI, Bonus, Gratuity, Contract Labour Act and under other Labour Laws/Acts/Rules in force from time to time at his own cost. In case of violation of any such statutory provisions under Labour Laws or any other law, there will not be any liability on MPSC.

7.7 The MPSC shall not be responsible financially or otherwise for any injury to the staff /workers deployed by the service provider in the course of performing the duty for and on the behalf of the service provider

8. Bid Price:

8.1 All duties, transportation charges, material/equipment and other levies payable by the service provider under the contract shall be included in the total price.

8.2 The rates quoted by the service provider shall be fixed for the duration of the contract and shall not be subject to the adjustment on any account.

8.3 The prices shall be quoted in Indian Rupees only.

8.4 Each quoter shall submit only one quotation.

8.5 The quotations should be submitted in the format provided with this **(Annexure-4)** on the letter head of the service provider.

8.6 The rates should be quoted excluding GST as applicable, which shall be as actual while billing.

9. Validity of Quotation:

Quotation shall remain valid for a period not less than 30 days after the deadline fixed for submission of quotations.

10. Evaluation of Quotations:

10.1 The service provider should submit documentary evidence on his/her qualification with quotation. If the service provider does not fulfill the same he will be treated as non-responsive and his/her quotation will not be considered for further processing.

10.2 The Secretary, Maharashtra Public Service Commission will evaluate and compare the quotations determined to be substantially responsive i.e. which are properly signed and conform to the terms, conditions, and specifications in the following manners:-

(1) The evaluation will be done excluding the GST.

(2) The evaluation would be done for unit rate as mentioned in prescribed format **(Annexure-4)**.

11. Award of Contract:

11.1 The Secretary, MPSC will award the contract to the service provider whose quotation has been determined to be substantially responsive and who has offered the lowest evaluated quotation price.

11.2 The Secretary, MPSC reserves the right at the time of award of contract to increase or decrease the quantities of items without any change in the unit price.

11.3 The Secretary, MPSC will notify the service provider whose quotation is accepted for award of contract prior to the expiration of the quotation validity period.

11.4 The successful service provider shall enter into an agreement with the Secretary, MPSC after award of the contract. The format for contract will be made available separately.

11.5 The contract shall be signed on a stamp paper as applicable and all expenses on this account shall be borne by the service provider.

11.6 Notwithstanding the above, the Secretary, MPSC reserves the rights to accept or reject any quotations and to cancel the process and reject all quotations at any time prior to the award of contract.

11.7 Incomplete, irregular, unsealed and quotations received after the due date and time will not be considered.

12. Confidentiality:-

12.1 The service provider or his staff after selection/award of contract shall maintain strict confidentiality of all the work, services, documents, information, data and also any oral, written or other information disclosed for any purposes during the completion of contract.

12.2 Any information acquired by service provider due to work assigned for providing goods will be considered as confidential/secret and should not be disclosed to anybody at any costs.

12.3 Any breach of instructions given by MPSC or disclosure of any information in connection with this contract will be treated as violations of the instructions of MPSC and action will be initiated against the supplier/concern personnel as per the prevalent Laws in this regard.

13. Performance Security:

13.1 The service provider shall be required to furnish/deposit bank performance guarantee valid for contract period from any nationalized bank for Rs. 10,000 in favour of Maharashtra Public Service Commission within 10 days of the receipt of the order. The format for performance guarantee will be supplied separately.

13.2 If the service provider fails to comply with the requirements within the stipulated period, the EMD already deposited by him/them shall be liable for forfeiture and the Office of the Maharashtra Public Service Commission shall purchase the items required at the risk and cost of the service provider.

13.3 The performance security will be released to the service provider after completion of work and Office of the Maharashtra Public Service Commission is satisfied that there is no need to retain the said amount any further.

13.4 In the event of any breach/violation or contravention of any terms and conditions; the said Security Deposit may be forfeited. If the work is not done up to the satisfaction of the authority, proportionate deductions from the bill/payment will be made and contract shall be cancelled.

14. Penalty :

14.1 The material should be supplied within 10 days of receipt of each requisition from the users, failing which a penalty @ 0.5% for each day subject to maximum 10% of the monthly bill of that particular month may be imposed and deducted from the concerned bill.

14.2 In case of delay beyond 10 days, the MPSC may forfeit such amount or full amount of the Performance Security of the service provider as deemed fit besides getting the work done from any other source at the risk and cost of the service provider .

14.3 That in case the this office is of the opinion that the material provided by the service provider are not satisfactory or up to the mark, or the service provider commits any breach or misconduct on part of the service provider, this office reserves the right to withhold and deduct the amount or part thereof of the payments due and payable to the service provider.

14.2 The infringement of any of the instructions will be seriously viewed by the Commission and strict action as per Law will be initiated in case of default.

15. Payment Terms :

15.1 Payment shall be made within Three months from the date of supply after the submission of bill alongwith the acknowledgement receipts duly filled and signed by the competent authority and that no complaint is received by this office regarding the goods/services supplied.

15.2 The payment to the Material/Services supplied shall be made through online mode only.

15.3 Income tax and other statutory dues shall be deducted from the bill as per prevalent rates.

16. Submission of offers:-

16.1 The offers shall have to be submitted in two separate envelopes comprising of Technical offer and Commercial offer.

16.2 All two inside envelopes should be separately securely sealed and/or stamped.

16.3 The sealed envelopes must be super-scribed with the following information:-

(1) Type of Offer (Technical or Commercial) (2) Quotation Reference Number (3) Name of Bidder

16.4 **The Technical Offer (Envelope-1)** should contain the following documents:-

(1) Annexure-1- Acceptance Letter duly filled and signed

(2) Annexure-2- Details of Service Provider

(3) Annexure-3 -Undertaking in prescribed format.

(4) Certificate of Incorporation as issued under the Companies Act of 2013 or other relevant Act/Laws.

(5) Copy of PAN Card under Income Tax Act.

(6) Copy of GST Registration Certificate valid as on 1st July, 2020.

(7) Copy of GST latest GST Payment Challan as per relevant Act/Law/Rules.

(8) Income Tax Return acknowledgment/Income Tax Clearance certificate for last three years
i.e. 2018-2019, 2017-2018, 2016-2017

(9) Copies of audited financial statements for last three years i.e. 2018-2019, 2017-2018, and 2016-2017.

(10) EMD of INR. 5,000/-

(11) Bank Particulars/Cancelled Cheque in the name of Firm/Company

(12) Complete set of quotation document duly attested and signed

16.5 The Technical offer (T.O.) shall be complete in all respects and contain all information asked for except prices. The Technical Offer must be submitted in an organized and neat manner.

16.6 No documents, brochures, etc. shall be submitted in loose form.

16.7 All the pages shall be serially numbered and self attested.

16.8 Offers shall be submitted on the letter Head of the firm, which should contain PAN/TIN No./STD Number/ Phone Number/Fax Number/URL, email and other details of the firm.

16.9 Language of proofs:

In case 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.

16.10 Commercial Offer (Envelope-2)

- (1) Second envelope shall be marked as Envelope No. 2. "Commercial Envelope" which contains only price schedule in the prescribed Pro-forma (**Annexure-4**)
- (2) The Commercial Offer shall be on fixed price basis.
- (3) Price quotation accompanied by vague and conditional expressions Such as "Subject to immediate acceptance." "Subject to confirmation", etc. should be treated as being at variance and shall be liable for rejection.

16.11 Sealing, Marking and Submission of Offer: -

- (1) The Technical offer and the Commercial offer shall be placed in separate envelopes super scribed: "Technical offer" or "Commercial offer" as the case may be, followed by the words "**Invitation of Quotation for Supply of ISI marked HDPE/PP Bags for Packaging**".
- (2) Name of the service provider and contact address should also be written on the envelope.
- (3) The service provider shall seal the envelope No. 1 as Technical envelope and Envelope No.2 as Commercial envelope in separate inner envelopes, duly marking the envelopes as "Envelope No.1, Technical Envelope" and "Envelope No.2 Commercial Envelope".
- (4) The two envelopes shall be placed in an outer envelope.
- (5) The inner and outer Envelopes shall also be addressed to Secretary, Maharashtra Public Service Commission, 7th floor, Cooperage Telephone Exchange Building, M.K. Road , Mumbai – 400 023.
- (6) The name and address of the service provider shall be written on outer envelope to facilitate return unopened in case it is declared "late".
- (7) If the outer envelope is not sealed and marked, the Secretary, Maharashtra Public Service Commission shall assume no responsibility for the service provider's misplacement or premature opening.
- (8) Telex, cable or facsimile bids shall be rejected.
- (9) Not more than one independent and complete bid shall be permitted from a bidder.

17. Last Date and Time of receipt of quotations:

- 17.1 The quotations should be sent in sealed envelope in the name of Secretary, Maharashtra Public Service Commission at 7th floor, Cooperage Telephone Exchange Building, M.K. Road, Mumbai – 400 021 latest by **3.00 PM on 8th December, 2020.**
- 17.2 Quotations will be opened in the presence of the service provider or their representative who choose to attend.
- 17.3 The date and time will be communicated after the closing date for submission of quotations.

Dated :- 25th November, 2020

Secretary
Maharashtra Public Service Commission

ANNEXURE-1
ACCEPTANCE LETTER
(On the Letterhead of the Service Provider)

Dated:

To,
The Secretary,
Maharashtra Public Service Commission,
Mumbai 400 021.

Name of Work: Supply of ISI marked HDPE/PP Bags for Packaging

Dear Sir,

. I submit Quotation for appointment as Service Provider for " **Supply of ISI marked HDPE/PP Bags for Packaging** " for a period of three years with the provision of extension of further one year at the sole discretion of the Secretary, MPSC on the same terms and conditions.

2. I have thoroughly examined and understood all the terms and conditions as contained in the Documents and agree to abide by them.

3. I agree to keep the offer open for acceptance for not less than 30 days of Opening of Price Bid and to the extension of the said date as per Documents.

4. I have enclosed DD of Rs. _____ on account of EMD.

5. I also hereby declare that the entries made in the document and Annexures attached therein are true and also that I shall be bound by the act of my duly constituted attorney.

6. I hereby declare that my firm/company has not been blacklisted or otherwise debarred during the last five year by any other PSU or Department of Central Govt. or State Govt.

7. I hereby declare that I have not been convicted at any time by a court of Law of any offence and sentenced to imprisonment for a period of three years or more.

8. I certify that all information furnished by me is correct and true and in the event that the information is found to be incorrect/untrue, the Secretary, MPSC shall have the right to disqualify me without giving any notice or reason there for or summarily terminate the contract, without prejudice to any other rights that the MPSC may have under the Contract and Law.

9. I shall be responsible to provide all benefits i.e. Bonus, EPF, ESI and Gratuity etc. to the eligible workers employed by me.

10. I shall abide by the provisions of the Minimum Wages Act, 1948 and Contract Labour Act, 1970 and other Labour Laws applicable from time to time.

11. Damage to property of the MPSC if any, due to lapse on my part/my authorized agent may be recovered from me. I shall take whole responsibility for any criminal act/negligence done by me the workers deployed by me and I shall pay the cost of damages.

12. The material used for these services will be of best quality.

Yours faithfully,

(.....)

Authorised Signatory

Name in Capital Letter (Capacity in which signing)

**ANNEXURE-2
DETAILS OF SERVICE PROVIDER**

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	
(8) Status of the Bidder	Pvt. Ltd./Public Ltd./LLP/Partnership Firm/Proprietorship Firm
(9) Bank account details	(1) Name of the Bank (2) Branch (3) Name of account holder as per bank record (4) IFSC (5) Account Number

2. Details of Registrations:-

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

3. List of Clients for providing similar services (For a period of last Three years):

S.N.	Name and Address of the client with Tel. No.	Contact Person and Contact Number	Nature of Job	Total Value of the Contract (In Rs.)

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

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

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

Place:

Signature:

Date:

Name:

Company Seal

Note:

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

**ANNEXURE – 3
UNDERTAKING
(On Letter Head)**

I/We undertake that we do not have any relation with purchase officer or any other employee of the MPSC. Also, we have submitted single quotation for this supply.

Seal

Authorized Signatory

Dated:

**ANNEXURE – 4
PRICE SCHEDULE
(On Letter Head)**

I / We do hereby tender to execute the work on piece work basis and in accordance with the terms and conditions of the quotation and as per specifications mentioned herein the quotation form in consideration of payment being made for quantity of work, executed at tendered rates indicated as follows:-

S.N.	Item	Basic Rate per piece INR
1	Supply of ISI marked HDPE/PP Bags for Packaging as per the specifications given in the Purchase Requisition	

We have read the quotation notice, terms and conditions of Quotation, instructions, rules and regulations of the MPSC and the same shall be binding on us.

Yours faithfully,

Authorised Signatory

Date : / /2020

Name

Address

Seal:-