



महाराष्ट्र लोकसेवा आयोग
Maharashtra Public Service Commission

मुख्य कार्यालय : ५^{१/२} व ८ वा मजला, कुपरेज टेलिफोन निगम इमारत, महर्षि कर्वे मार्ग, कुपरेज, मुंबई ४०००२१ दूरध्वनी-२२७९५९०० फॅक्स-२२८८०५२४
फोर्ट कार्यालय : बँक ऑफ इंडिया इमारत, ३ रा माळा, फोर्ट, मुंबई ४००००९ दूरध्वनी : २२६७०२१०/१४८/२४८, २२१०२२२२. फॅक्स : २२६७३९१५

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

No.CVS-0319/CR-02/2019/VI

Dated: 19th July, 2019

Tender for Providing Cash Van Services

Tender Notice No. 06/2019

The Secretary, Maharashtra Public Services Commission invites online bids (Technical & Commercial) from eligible bidders for "Providing Services of Cash Vans as per requirement" for three years from the date of contract as per the scope of the work 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	19/07/2019 at 12.00
2	Bid Submission Start Date	19/07/2019 at 12.00
3	Pre Bid Meeting Date	24/07/2019 at 14.00
4	Place for Pre-Bid Meeting	Maharashtra Public Service Commission, Bank of India Building, 3 rd Floor, M. G. Road, Fort, Mumbai-400001.
5	Bid Submission End Date	29/07/2019 at 15.00
6	Bid Opening Date	02/08/2019 at 15.00
7	Price of Tender Document	RS. 3,900/- (Rupees Three Thousand and Nine Hundred Only) (Non refundable) to be paid through Online Payment Modes
8	EMD	Rs.65,000/- (Rs. Sixty Five Thousand Only) to be paid through Online Payment Modes during Bid Preparation Stage.
9	Place of Opening Tender Offers	5 ^{1/2} , 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 5 ^{1/2} , 7 th and 8 th Floor, Cooperage Telephone Nigam Building, Maharshi Karve Road, Cooperage, Mumbai – 400 021.
11	Contact Telephone & Fax Numbers	Phone: 022- 22102129 email- sec.mpssc@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 www.mpssc.gov.in.

Secretary
Maharashtra Public Service Commission

Maharashtra Public Service Commission

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

Cooperage, Mumbai – 400 021.

Telephone No-(022) 22102150

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



Tender Document
For
Providing Cash Van Services

[PRICE RS.3,900 / -]

TABLE OF CONTENTS

CHAPTER	SR NO	SUBJECT	PAGE NO
1	INSTRUCTIONS TO BIDDERS FOR SUBMISSION OF BIDS		
	1.1	INSTRUCTIONS FOR ONLINE BID SUBMISSION	6
	1.2	COST OF TENDER DOCUMENT	
	1.3	COST OF BIDDING	
	1.4	BIDDING DOCUMENTS	
	1.5	CLARIFICATION OF BIDS	
	1.6	AMENDMENT OF BIDDING DOCUMENT	
	1.7	NON TRANSFERABLE BID	
	1.8	LANGUAGE OF BIDS	
	1.9	BID FORM	
	1.10	BID CURRENCY	
	1.11	PREPARATION OF BIDS	
	1.12	ELIGIBILITY CRITERIA	
	1.13	SUBMISSION OF BIDS	
	1.14	EARNEST MONEY DEPOSIT (EMD)	7
	1.15	COMPLETENESS OF BIDS	7-8
	1.16	ERASURES OR ALTERATIONS	
	1.17	DEADLINE FOR SUBMISSION OF BIDS	8
	1.18	WITHDRAWAL OF BIDS	
	1.19	PERIOD OF VALIDITY OF BIDS	
	1.20	EVALUATION COMMITTEE	
	1.21	OPENING OF TECHNICAL BIDS:	
	1.22	CLARIFICATION OF BIDS	
	1.23	SCRUTINY OF THE BID	
	1.24	ADDITIONAL INFORMATION	
	1.25	EVALUATION PROCESS	
	1.26	DATE OF OPENING OF COMMERCIAL BIDS	
	1.27	REVISED COMMERCIAL BIDS	
	1.28	OPENING OF COMMERCIAL BIDS	
	1.29	EVALUATION OF COMMERCIAL BIDS	
	1.30	NEGOTIATIONS:-	
	1.31	ACCEPTANCE AND REJECTION OF PROPOSAL	
	1.32	AWARD CRITERIA	
	1.33	CONTACTING THE TENDERING AUTHORITY	
	1.34	CORRUPT, FRAUDULENT PRACTICES / AND MISREPRESENTATION.	
	1.35	NOTIFICATION OF AWARD	
	1.36	BINDING CLAUSE	
	1.37	CONDITIONAL TENDERS	
	1.38	INTERPRETATION OF THE CLAUSES	
2	CONDITIONS OF CONTRACT		
	2.1	DEFINITIONS	10
	2.2	APPLICATIONS OF THESE CONDITIONS	
	2.3	OTHER DOCUMENTS THAT FORM PART OF THIS CONTRACT	
	2.4	SAFETY REQUIREMENTS	
	2.5	VENDOR'S OBLIGATIONS	
	2.6	CHANGE ORDERS	
	2.7	USE OF CONTRACT DOCUMENTS & INFORMATION	10-11
	2.8	RESPONSIBILITIES	11
	2.9	FINANCIAL AND LEGAL LIABILITY	
	2.10	INDEMNITY	
	2.11	STANDARDS OF PERFORMANCE	
3	COMMERCIAL TERMS		
	3.1	PAYMENT SCHEDULE	12
	3.2	PRICE OFFER AND TAXES	
	3.3	PENALTY	
	3.4	SUSPENSION OF WORK	12-13
	3.5	TERMINATION FOR INSOLVENCY	
	3.6	TERMINATION	13
	3.7	CONSEQUENCES OF TERMINATION	
	3.8	FALL CLAUSE	
	3.9	FORCE MAJEURE CLAUSE	
	3.10	RESOLUTION OF DISPUTE	
	3.11	GOVERNING LANGUAGE	
	3.12	APPLICABLE LAW	
	3.13	TAXES AND DUTIES	
	3.14	NOTICES	
4	TERMS & CONDITIONS SPECIFIC TO THE CONTRACT		
	4.1	PERIOD OF CONTRACT	14
	4.2	SECURITY DEPOSIT / PERFORMANCE GUARANTEE	
	4.3	CONFIDENTIALITY	
	4.4	WARRANTEE	
	4.5	SPECIAL CONDITIONS TO THIS CONTRACT	15
	4.6	REPORTING PROGRESS	

	4.7	Handing over of works	15
	4.8	COMMITTEE FOR SUPERVISION	
	4.9	SUB – CONTRACT	
	4.10	LEGAL JURISDICTION	
5	SCOPE OF THE WORK AND DETAILED TECHNICAL SPECIFICATIONS		16-22
ANNEXURES			
ANNEXURE No.	SUBJECT		PAGE NO.
ANNEXURE - 1	TENDER OFFER FORM		23
ANNEXURE - 2	BIDDERS AUTHORIZATION CERTIFICATE		24
ANNEXURE-3	SELF DECLARATION		25
ANNEXURE-4	DETAILS OF BIDDER		26
ANNEXURE-5	DETAILS OF MANPOWER		27
ANNEXURE-6	PERFORMANCE STATEMENT		28
ANNEXURE-7	DECLARATION FOR PRICE SCHEDULE (PS)		29
ANNEXURE-8	CONTRACT FORM (CF)		30
ANNEXURE-9	PERFORMANCE SECURITY FORM		31
ANNEXURE-10	FORMAT FOR TECHNICAL PROPOSAL		32
ANNEXURE-11	FORMAT FOR CLARIFICATION		33

CHAPTER – I
INSTRUCTIONS TO BIDDERS FOR SUBMISSION OF BIDS

1.1 INSTRUCTIONS FOR ONLINE BID SUBMISSION:

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

1.2 COST OF TENDER DOCUMENT:

The Bidder needs to submit non-refundable tender fee of Rs.3,900/- (Rupees Three Thousand and Nine Hundred Only) through online mode only.

1.3 COST OF BIDDING:

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

1.4 BIDDING DOCUMENTS:

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

1.5 CLARIFICATION OF BIDS:

- 1.5.1 Prospective bidders desirous of participating in this tender may submit their written queries through email on sec.mpsc@maharashtra.gov.in with subject line "Pre-bid queries".
- 1.5.2 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>.

1.6 AMENDMENT OF BIDDING DOCUMENTS

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

1.7 NON-TRANSFERABLE BID

The tender document is not transferable.

1.8 LANGUAGE OF BID

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

1.9 BID FORM

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

1.10 BID CURRENCY

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

1.11 PREPARATION OF BIDS:

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

1.12 ELIGIBILITY CRITERIA

1.12.1 Only those vendors who fulfill the following criteria are eligible to RESPOND:-

- (1) The bidder should be a registered one under The Companies Act of 2013 or other relevant Act/Laws.
- (2) The bidder should be a profit making company for the preceding 3 financial years with a minimum turnover of Rupees Fifty Lakhs during each year.
- (3) The bidder should have GST Registration certificate valid as on 1st April, 2019.
- (4) The bidder should have latest GST Payment Challan as per Laws/Acts/Rules.
- (5) The bidder should have Income Tax Clearance Certificate/Income Tax Return acknowledgment for last three years i. e. 2017-2018, 2016-2017, 2015-2016.
- (6) The Bidder should have at least 3 running contracts with reputed Nationalized/Pvt./Scheduled Banks/Govt./PSUs.
- (7) The bidder should have permanent presence of office in Mumbai/Thane/Navi Mumbai.

1.12.2 Documentary evidence for compliance of each of the eligibility criteria must be enclosed along with the bid together with the references as required in the Eligibility Criteria. The bidder shall check a list before uploading documents for the eligibility criteria.

1.12.3 Relevant portions, in the documents submitted in pursuance of eligibility criteria, shall be highlighted and all pages of the bid document should be serially numbered.

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

1.12.5 The tendering authority reserves the right to verify/evaluate the claims made by the vendor independently.

1.13 SUBMISSION OF BIDS

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

1.13.4 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) Proof regarding submission of requisite tender fee and EMD online.
 - (2) Tender offer form duly filled in. (Annexure -1)
 - (3) Bidders Authorization Certificate. (Annexure - 2)
 - (4) Self Declaration for unblemished record (Annexure - 3) (Notarized Affidavit)
 - (5) Details of Bidder (Annexure - 4)
 - (6) Details of Manpower (Annexure-5)
 - (7) Performance statement along with necessary Documents (Annexure – 6)
 - (8) Copies of Certificate of incorporation of the firm (e.g. Registration as Partnership Firm, Proprietary concern, Company etc.)
 - (9) Certificate from its C.A. stating that the Bidder is profit making for preceding three (3) years with a minimum annual turnover of Rupees fifty lakh from related business as on 1st April, 2018.
 - (10) Copy of GST Registration Certificate from concerned Government Department valid as on 1st April, 2019.
 - (11) Copy of GST Clearance Certificate or GST payment Challan from concerned Government Department as on **1st July, 2019.**
 - (12) Copy of the PAN Card
 - (13) Copy of the Income Tax Clearance Certificate or Income Tax Return acknowledgement for last three years as on 1st April, 2018.
 - (14) Copies of its audited financial statements for past three years. (i.e. 2015-16, 2016-17, 2017-18)
 - (15) Copy of ISO Certification, if any.
 - (16) Copy of Problem escalation/Redressal mechanism.
 - (17) Proof in support of having atleast 3 running contracts with reputed Nationalized/Pvt./Scheduled Banks/Govt./PSUs.
 - (18) Proof in support of having permanent presence of office in Mumbai/Thane/Navi Mumbai.
- 1.13.5 Bidders are requested to note that they should necessarily submit their Technical bids and Financial bids in the PDF format and no other format is acceptable.
- 1.13.6 Technical and Financial bid shall be typed or written and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation and shall form a part of the Proposal. The name and position of each person signing the authorization must be typed or printed below the signature. All pages of the Proposal shall be signed or sealed by the person signing the Proposal.
- 1.13.7 The time (which is displayed on the bidders' dashboard) will be considered as the standard time for referring the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 1.13.8 Upon the successful and timely submission of bids, the 'Portal' will display a successful bid submission message & a bid summary will be displayed with the Bid No., the date and time of submission of the bid alongwith all other relevant details.
- 1.13.9 The bid summary has to be printed and kept as an acknowledgment for the submission of the bid. This acknowledgment may be used as an entry pass for any bid opening Meetings.
- 1.13.10 Original copies shall be kept ready at the time of opening of the bids.

1.13.11 Language of Proofs:

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

1.13.12 COMMERCIAL BID

- (1) All financial offers must be prepared and submitted online (An online form will be provided for this during online bid preparation stage) and signed using individual's digital certificate.
- (2) The Commercial bid shall be on fixed price basis, inclusive of all taxes.
- (3) There should be no hidden charges.
- (4) Price quotation accompanied by vague and conditional expressions Such as "Subject to immediate acceptance", "Subject to confirmation" etc. shall be treated as being at variance & shall be liable for rejection.

1.14 EARNEST MONEY DEPOSIT (EMD)

1.14.1. Bidders are required to submit the Earnest Money Deposit (EMD) to **Rs. 65,000/-** [Rupees Sixty Five thousand only]

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

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

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

1.14.5 The Earnest Money Deposit shall be forfeited:

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

1.14.6 Exemption from paying Earnest Money Deposit :

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

1.15 COMPLETENESS OF BIDS

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

1.16 ERASURES OR ALTERATIONS.

1.16.1 Offers containing erasures or Alterations shall not be considered.

1.16.2 There should be no Handwritten Material, corrections or Alterations in the offer.

1.16.3 Technical details must be completely filled in.

1.16.4 Filling up of the Technical Detail Form using terms such as "OK", "Accepted", "Noted", "As given in brochure/Manual" is not acceptable.

1.16.5 The tendering authority may treat offers not adhering to these guidelines as unacceptable.

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 as per the schedule.

1.21.2. The technical bid shall be opened online and listed for further evaluation. The Bidder's names, bid modifications or withdrawals, the presence or the absence of requisite Earnest Money Deposit and such other details as the Tendering Authority, at his discretion, may consider appropriate, shall be announced at the time of opening.

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

1.21.4. Bids shall be opened either in the presence of bidders or its duly authorised representatives.

1.21.5 Only one representative per bidder shall be permitted to be present at the time of opening the tender.

1.21.6 The bidder representatives who are present shall sign a register evidencing their attendance.

1.22 CLARIFICATION OF BIDS

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

1.22.2 The request for a clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.

1.23 SCRUTINY OF THE BID

1.23.1. Preliminary scrutiny shall be made to determine whether bids are complete, whether any computational errors have been made, whether required EMD has been furnished, whether the documents have been properly signed.

1.23.2. Prior to the detailed evaluation, the Tendering Authority shall determine the substantial responsiveness of each bid. For purposes of these clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations.

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

1.23.4 Technical bid shall be evaluated in the following sub-steps:-

(1) **Firstly**, the documentation furnished by the Bidder shall be examined prima facie to see if the technical skill base and financial capacity and other Vendor attributes claimed therein are consistent with the needs of this project.

(2) **In the second step**, the Tendering Authority may ask the bidders for additional information, visit to Bidders site and/or arrange discussions with their professional, technical faculties to verify claims made in technical bid documentation. If it is found that the documents submitted by the bidder are not compatible with the actual situation at site, or if the document supplied by the bidder are found to be fraudulent or misrepresenting the facts, it shall render the bidder ineligible for further participation in the tender process. The decision of the Tender Committee in this regard shall be final and binding on the bidder and cannot be challenged.

(3) **In the third step**, the Tendering Authority may ask the prospective bidders for the presentation regarding Technical Capability of the Bidders and understanding regarding the Project, if required.

1.24 ADDITIONAL INFORMATION

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

1.25 EVALUATION PROCESS

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

1.25.2 The decision of the evaluation committee in the evaluation of the technical bids shall be final. No correspondence will be entertained outside the process of negotiation / discussion with the Committee.

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

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

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

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

1.26 DATE OF OPENING OF COMMERCIAL BIDS

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

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

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

1.27 REVISED COMMERCIAL BIDS

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

1.28 OPENING OF COMMERCIAL BIDS

- 1.28.1 The Tendering Authority may at its discretion discuss with the Bidder(s) to clarify contents of their financial offer.
- 1.28.2 The Tendering Authority shall negotiate with the lowest bidder so as to meet its expectation of a cost effective sustainable and economically promising solution.
- 1.28.3 If the negotiation with lowest Bidder fails, the same shall be rejected and negotiation then shall be done with second lowest Bidder.
- 1.28.4 The Tendering Authority reserves the right to open Commercial Bid even if one Bidder qualifies the Technical Bid or only one Bid is received in response to the Tender Notice. However in the case of one Bid the power to negotiate with the Bidder will be reserved with the Tendering Authority.

1.29 EVALUATION OF COMMERCIAL BIDS

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

1.30 NEGOTIATIONS:-

- 1.30.1 The successful Bidder will be informed in writing of the date, place and time for negotiations/clarifications, if any.
- 1.30.2 Representatives conducting negotiations on behalf of the Bidder must have written authority to negotiate and conclude a Contract.
- 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.

1.31 ACCEPTANCE AND REJECTION OF PROPOSAL:-

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

1.32 AWARD CRITERIA :-

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

1.33 CONTACTING THE TENDERING AUTHORITY

- 1.33.1 No Bidder shall contact the Tendering Authority on any matter relating to its bid; from the time of the bid opening to the time the contract is awarded. If he wishes to bring additional information to the notice of the Tendering Authority, he should do so in writing. The Tendering Authority reserves the right as to whether such additional information should be considered or otherwise.
- 1.33.2 Any effort by a Bidder to influence the Tendering Authority in its decision on bid evaluation, bid comparison or contract award may result in disqualification of the Bidder's bid and also forfeiture of his Earnest Money Deposit amount.

1.34 CORRUPT, FRAUDULENT PRACTICES / AND MISREPRESENTATION.

- 1.34.1 The Tendering Authority requires that the bidders/suppliers/ contractors under this tender observe the highest standards of ethics during the procurement and execution of such contracts.
- 1.34.2 For the purposes of this provision, the terms defined for CORRUPT, FRAUDULENT PRACTICES / AND MISREPRESENTATION will be as per Law.
- 1.34.3 The Tendering Authority shall reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- 1.34.4 The Tendering Authority shall declare a firm ineligible, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract.

1.35 NOTIFICATION OF AWARD

- 1.35.1 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.
- 1.35.2 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.

1.36 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:-

- 1.36.1 To vary, modify, revise, amend or change any of the terms and conditions in this Bid;
- 1.36.2 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.

1.37 CONDITIONAL TENDERS

Hypothetical, ambiguous or Conditional tenders shall be summarily rejected.

1.38 INTERPRETATION OF THE CLAUSES

In case of any ambiguity in the interpretation of any of the clauses in Tender Document or the Contract Document, the Tendering Authority's interpretation of the clauses shall be final and binding on all parties.

CHAPTER - 2
CONDITIONS OF CONTRACT
GENERAL CONDITION, DEFINITION AND APPLICABILITY

2.1 DEFINITIONS

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

- 2.1.1** "Vendor or Contractor" shall mean the successful bidder to whom the contract has been awarded and with whom the Tendering Authority signs the contract for rendering of goods and services.
- 2.1.2** "Contract" means the agreement entered into between the Tendering Authority and the Vendor, as recorded in the document signed by the parties, including all the attachments and appendices thereto, and all documents incorporated by reference therein;
- 2.1.3** "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" which shall be used after award of the contract.
- 2.1.4** "The Contract Price" means the price payable/receivable to the Successful Bidder under the Contract for the full and proper performance of its contractual obligations;
- 2.1.5** "The Goods" means all the material/ services, which the Vendor is required to supply to the Tendering Authority under the Contract;
- 2.1.6** "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;
- 2.1.7** "Day" means a working day.
- 2.1.8** "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.
- 2.1.9** "Commission" or "MPSC" means Maharashtra Public Service Commission

2.2 APPLICATION OF THESE CONDITIONS

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

2.3 OTHER DOCUMENTS THAT FORM PART OF THIS CONTRACT

The Tender Document (along with its amendments if any), the Bid of the 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.

2.4 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.

2.5 VENDOR'S OBLIGATIONS

- 2.5.1** 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.
- 2.5.2** The Vendor is obliged to work closely with the staff of the Tendering Authority and abide by all instructions and directives issued by them.

2.6 CHANGE ORDERS

- 2.6.1** 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.
- 2.6.2** 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.
- 2.6.3** 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.
- 2.6.4** Expert Committee constituted by the Tendering Authority shall validate all such claims. The rate applicable for such adjustment is as fixed by Commercial Bid.
- 2.6.5** The 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.

2.7 USE OF CONTRACT DOCUMENTS & INFORMATION

- 2.7.1** 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.
- 2.7.2** Any document, other than the Contract itself, shall remain the property of the Tendering Authority and shall be returned (in all copies) to the Tendering Authority on completion of the Vendor's performance under the Contract if so required by the Tendering Authority.
- 2.7.3** 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.
- 2.7.4** 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.
- 2.7.5** 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.
- 2.7.6** 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.
- 2.7.7** Strict confidentiality shall be maintained by the Vendor and its employees/agents in respect of the information provided by the Commission to the Vendor.
- 2.7.8** The confidentiality clause shall be applicable not only to existing employees of the Vendor but also to its employees involved in the project who may leave the service of the Vendor, and accordingly, it shall be the responsibility of the Vendor to ensure that any such employee also shall not divulge or use any such information for his/her own purpose; Violation of these terms and Conditions resulted into the Civil as well as Criminal liability against the Vendor and it's both types of employees (present and past) providing services.
- 2.7.9** The Vendor shall have no authority to commit the Commission to any additional costs, fees or expenses in connection with the Project.
- 2.7.10** 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.
- 2.7.11** 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.

2.7.12 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.

2.8 RESPONSIBILITIES

2.8.1 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.
- (3) The Vendor shall appoint at the Commencement of the Project one of its representatives as a coordinator who shall act as a single point of contact with the Commission during the conduct of the project.

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

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

2.9 FINANCIAL AND LEGAL LIABILITY

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

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

2.10 INDEMNITY

The Bidder shall indemnify Tendering Authority from and against any costs, loss, damages, expenses and claims including those from third parties or liabilities of any kind howsoever suffered arising or incurred inter alia 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.

2.11 STANDARDS OF PERFORMANCE

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

**CHAPTER – 3
COMMERCIAL TERMS**

3.1 PAYMENT SCHEDULE

- 3.1.1 No advance payment will be made. Payment of monthly bills shall be made on post service basis.
- 3.1.2 Payment shall be made after the completion of the work/services as per the scope of the work in good and satisfactory condition and after verification of the services/reports/tasks conforming to the quality, specifications and instructions.
- 3.1.3 Normally 3 months time is required for processing of payments subject to availability of funds in the Department.
- 3.1.4 For claiming payment, the Vendor has to submit Invoice.
- 3.1.5 The payment shall be made by "Electronic Fund Transfer (EFT) or e-payment or by cheque. The Vendors are therefore requested to indicate EFT No. and other relevant details in your offer / bill (s).
- 3.1.6 Income Tax and other statutory taxes as applicable from time to time will be deducted from billing amount.
- 3.1.7 TDS Certificate, etc will be issued after the deduction of Government taxes.

3.2 PRICE OFFER AND TAXES

- 3.2.1 Prices quoted must be firm and inclusive of all rates, fees, surcharges and duties.
- 3.2.2 Alternate/Conditional Price Offer shall not be allowed.
- 3.2.3 All rates and charges once agreed in the contract shall be fixed for the entire duration of contract.
- 3.2.4 In case of change in rates of taxes/levies, the same shall be passed to the tendering authority.
- 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 PENALTY

- 3.3.1 (1) Utmost consistency in quality of services to be provided should be maintained throughout the contract period.
(2) If the services provided is found defective or otherwise, penalty at the discretion of the tendering authority is deducted from the Billing Amount or from the Performance Security.
(3) However, if the delay is caused due to unavoidable circumstances, then Tendering Authority reserves the right to waive off the penalty.
(4) If the vendor/contractor fails to deliver the services as per specifications and requirements in time, then the tendering authority would be free to get it done from outside. In such scenario, the vendor will be charged at double the rate quoted by him or the cost incurred in getting it done from outside, whichever is higher.
(5) If such instance is repeated more than 3 times the vendor will be liable for a penalty cut of 5% of total bill amount.
- 3.3.2 In case of delay, tendering authority will be at liberty to procure the services from any other agency at the risk and cost of the vendor and it also will result in the forfeiture of the Performance Security amount.
- 3.3.3 **For any other irregularities, mistakes, breach of trust/leakages etc. penalty at the discretion will be imposed alongwith forfeiture of security amount also legal action will be initiated against the Vendor.**
- 3.3.4 That for unsatisfactory performance owing to absence of Vendor's staff, deficiencies in services or for some other reason the tendering authority shall be within its rights to make necessary deductions from the running bills of the Vendor for such deficiency in services.
- 3.3.5 Alternatively, the tendering authority may, after giving an opportunity of being heard to the Vendor, get such deficiencies fulfilled at the cost and responsibility of the Vendor.
- 3.3.6 Where any claim for the payment of a sum of money arises, out of or under this contract against the Vendor, the tendering authority shall be entitled to recover such a sum by appropriating in part or whole, from the performance security to be deposited by the Vendor.
- 3.3.7 In the event of the performance security being insufficient, the balance of the total sum recoverable, as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the Vendor under this and any other persons contracting through the Secretary MPSC.
- 3.3.8 If this sum not be sufficient to recover the full amount recoverable, the Vendor shall pay to this office remaining balance due.
- 3.3.9 For failure to deposit the amount legal action will be taken against the Vendor.

3.4 SUSPENSION OF WORK

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

3.5 TERMINATION FOR INSOLVENCY

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

3.6 TERMINATION

- 3.6.1 The Tendering Authority may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Vendor, terminate the Contract in whole or part:-
 - (1) If the Vendor fails to deliver any or all of the Goods or Services within the period(s) specified in the Contract,
 - (2) If the Vendor fails to perform as per the Quality standards and as per the Scope of the Work
 - (3) If performance of the vendor pursuant to the contract is not satisfactory or not in accordance with industry practice under the circumstances which pertain to the objectionable service(including not limited to loss of damage of examination material, documents fully or partly or otherwise poor delivery performance, material failure to meet security audits and frequently late, erroneous or illegible reports, etc)
 - (5) 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 the 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, Vendor shall promptly furnish such information to the tendering authority to enable to amend the contract rates for subsequent supplies/services.

3.9 FORCE MAJEURE CLAUSE:

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

3.10 RESOLUTION OF DISPUTES

- 3.10.1** The Tendering Authority and the 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 mutual consent. All arbitrations shall be held in Mumbai.

3.11 GOVERNING LANGUAGE

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

3.12 APPLICABLE LAW

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

3.13 TAXES AND DUTIES

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

3.14 NOTICES

- 3.14.1.** Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing or by telex, cable or facsimile and confirmed in writing to the party's address.
- 3.14.2.** A notice shall be effective when delivered or on the notices effective date whichever is later.
- 3.14.3** For the purposes of all notices by the 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 & CONDITIONS SPECIFIC TO THE CONTRACT

4.1 PERIOD OF CONTRACT

- 4.1.1** The contract shall be initially for a period of 3 years or till the date of existence of new contract on case-to-case basis from the date of issuance of Letter of Award. However, the contract may be renewed further on the basis of performance of work provided that both parties agree on mutual terms and conditions as specified in the contract.
- 4.1.2** Duration of the contract shall be Three years subject to quarterly appraisal and review by the Tendering Authority.
- 4.1.3** In case the performance is not found to be satisfactory or not in conformity with terms and conditions of the Tender document, the contract shall be terminated even before the scheduled time after following due procedure of law.
- 4.1.4** In the event of premature closure of contract for reasons mentioned herein above, the Security Deposit shall be absolutely forfeited along with penalty as decided by the Tendering Authority.
- 4.1.5** The tendering authority reserves the right to award a part/full of the tender work to one or more than one vendor. The work may be awarded to one or more than one vendor on parallel contract basis. The decision of the tendering authority will be final and binding.

4.2 SECURITY DEPOSIT / PERFORMANCE GUARANTEE

- 4.2.1** The successful Vendor shall furnish Security Deposit as a Performance Guarantee of 3% of total value of work or Rs. 50,000/- whichever is higher in the form of Bank Guarantee valid for the contract period within Fifteen days of the receipt of notification of award / Letter of intent from the Tendering Authority.
- 4.2.2** This bank guarantee should remain valid for a period of one year beyond the contract period.
- 4.2.3** The Performance Security/ Security Deposit shall be denominated in Indian Rupees and shall be in the form of a Bank guarantee issued by a nationalized/scheduled bank located in India acceptable to the Tendering Authority in the form provided in the bidding documents (**Annexure-9**).
- 4.2.4** On extension of the contract the successful Vendor shall have to extend the validity of this bank guarantee for the period for which extension has been awarded.
- 4.2.5** This extended bank guarantee should also remain valid for a period of one year beyond the period of which extension has been granted.
- 4.2.6** The Performance Security/ Security Deposit shall be discharged by the Tendering Authority and returned to the Vendor within thirty (30) days after the expiry of the contract period/extension period.
- 4.2.7** Failure of the successful bidder to sign the contract (**Annexure- 8**), proposed in this document (Conditions of Contract) and as may be modified, elaborated or amended through the award letter, shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Tendering Authority may make the award to another bidder or call for new bids.
- 4.2.8** The proceeds of the performance security shall be payable to the Tendering Authority as compensation for any loss resulting from the Vendor's failure to complete its obligations under the Contract. The Performance Security/Security Deposit shall be forfeitable for nonperformance of the contract and there shall not be any relaxation to anybody.
- 4.2.9** In the event of any contract amendment, the Vendor shall, within 10 days of receipt of such amendment, furnish the amendment to the Performance Security/Security Deposit, rendering the same valid for the duration of the Contract, as amended for further period of 180 days thereafter.

4.3 CONFIDENTIALITY

- 4.3.1** Any information and data pertaining to the MPSC or any other agency involved in the Contract matter concerning Government of Maharashtra or with the agency that comes to the knowledge of the 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.
- 4.3.2** The affidavit on the following format to that effect should be submitted along with Security Deposit on appropriate Non-judicial Stamp Paper duly attested by Public Notary:-
"Certified that any information and data pertaining to the MPSC or any other agency involved in the Contract or matter concerning Government of Maharashtra or with the agency that comes to the knowledge of the 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."

4.4 WARRANTEE

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

WARRANTEE FORM

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

DO HEREBY WARRANT THAT:

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

DATE:

FOR AND ON BEHALF OF THE CONTRACTOR

4.5 SPECIAL CONDITIONS TO THIS CONTRACT:-

- 4.5.1 It shall be deemed that the tenderer has got fully acquainted with the scope of the work, working and other prevalent conditions and fluctuations thereto whether they actually visited the site/area or not and have taken all the above factors into account while quoting his rates.
- 4.5.2. Police verification report & security clearance for all the staff is to be obtained before commencement of the work. The Tendering Authority will have the right to ask for police verification from the Vendor at any point of time.
- 4.5.3. Vendors will have to make their own arrangement for supervision/vigilance on the activities of employees engaged by him for the work inside the office of the Tendering Authority.
- 4.5.4 The Vendor will be responsible for any misconduct, theft / attempt of pilferage or misdemeanor on the part of Vendor's employees engaged in connection with the contract work. If the Vendor's employee(s) is/are found to be involved in such activities the Vendor will be held responsible for the same, and apart from penalty/penal action, Vendor will be liable for administrative action including Blacklisting the Vendor for future Contracts.
- 4.5.5 The losses to Government properties, if any by contract labourers, will be recovered from the Vendor. The demurrages charges/losses if any due to Vendor will be recovered from the Vendor. The Vendor will have to abide by the all security instructions and requirements as necessary and intimated by tendering authority

4.6 REPORTING PROGRESS

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

4.7 HANDING OVER OF WORKS

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

4.8 COMMITTEE FOR SUPERVISION

- 4.8.1 The Tendering Authority will be at liberty to set up Committee of Officers to supervise all Services in all the areas mentioned above.
- 4.8.2 The directions of such Committees with regard to all the general services, even if other than those mentioned in this Tender, would be binding on the Vendor for compliance.

4.9 SUB - CONTRACT

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

4.10 LEGAL JURISDICTION

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

.....

CHAPTER-5
SCOPE OF WORK AND DETAILED TECHNICAL SPECIFICATIONS

5.1 BACKGROUND

5.1.1 ABOUT MPSC:

Maharashtra Public Service Commission (“MPSC” or “the Commission”) is an Autonomous Body constituted and set up under Article 315 of the Constitution of India to discharge the duties and functions as assigned under Article 320 of the Constitution. The Commission accordingly recommends suitable candidates for the various Government posts and advise Government on various service matters like formulation of recruitment rules, on promotions, transfers and disciplinary actions etc. The Commission conducts recruitment process / examinations for appointment to the services under the Government of Maharashtra and other allied organizations like BMC, 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 and 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 Executive Engineer. And;
 - (b) The Mumbai Electric Supply and Transport undertaking regarding appointments to posts in Grade – A – II.
- (2) To hold departmental examinations for certain Government Departments for employees of their Departments and advice government regarding other matters pertaining to the examinations.

5.1.2.3 The recruitment may consist of the following methods:-

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

5.1.2.4 On an average MPSC annually recruits for 3000 to 5000 posts for various Government Departments. The details of examinations conducted in previous year with the number of applications received are as followed:-

Description	2016	2017	2018
Number of applications received	7,73,552	16,92,535	9,10,660
Number of candidates for which interview conducted	4,765	3,707	2,845
Number of candidates for which physical Test conducted	3,183	2,312	3,002

5.1.2.5 The details about the activities of the Commission, published notification, examination conducted and other relevant information may be obtained from MPSC portal viz. www.mpsc.gov.in.

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

- (1) The Number of Districts including Mumbai/Mumbai Suburban-36
- (2) The approximate number of Examinations in a single year- 10
- (3) The maximum number of Venues in Maharashtra for a single Examination – 1200
- (4) The number of sub centres for a single examination in a single District- 1 to 150
- (5) The maximum number of rooms for a single Examination throughout Maharashtra- 15,000
- (6) The maximum number of rooms for one District - 1900
- (7) The number of maximum candidates at a single Venue- 504
- (8) The approximate number of candidates in one Room- 24
- (9) The number of days for Examinations - 1 to 3 for written exam
- (10) For Physical Test and/or Interview as per the schedule of the MPSC.

5.1.2.7 Number of candidates, sub-centres etc given hereinabove is dependent on the number of applied candidates for the concerned examination. The volume may be increased or decreased.

5.1.2.8 All the examinations at Mumbai/Mumbai Sub-Urban are being conducted by Office of the MPSC whereas examinations at District Centres are conducted by concerned Collectorate Office as per the instructions of the MPSC.

5.1.2.9 Normally 3 examinations in a single year are conducted at all District Headquarters. All other examinations are conducted at Mumbai/Mumbai Sub-Urban, Pune, Aurangabad and Nagpur Districts/Cities.

5.1.3 GEOGRAPHICAL SPREAD:

- (1) For Administrative purposes Office of the MPSC is situated at two places viz. 5^{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 entire office of the MPSC to Belapur CBD, Navi Mumbai in future.
- (3) The Vendor/Contractor has to make arrangement for the services under this contract at all the offices of the tendering authority or at the District Headquarters in the State of Maharashtra as and when required.

5.2 SCOPE OF THE WORK:-

Supply of the Cash Vans services along with driver on rental basis for transportation of examination material for the examination as per the detailed scope of the work mentioned herein below as and when required.

5.3 THE REQUIREMENT:-

5.3.1 The approximate District wise vehicles required for transportation of examination material during the last three years is as follows:-

SR. NO.	DISTRICT	YEAR	TOTAL NO. OF EXAMINATIONS	TOTAL NO. OF SUB-CENTRES	MIN. NO. OF SUB-CENTRES	MAX. NO. OF SUB-CENTRES	TOTAL NO. OF VEHICLES USED	MIN. NO. OF VEHICLES USED	MAX. NO. OF VEHICLES USED
1	2	3	4	5	6	7	8	9	10
1	AHMEDNAGAR	2016	5	78	8	26	22	2	7
		2017	7	193	9	57	52	3	15
		2018	4	107	13	38	29	4	10
		2019- Upto March 2019	2	110	53	57	29	14	15
2	AKOLA	2016	5	49	6	12	13	2	3
		2017	7	127	10	30	34	3	8
		2018	4	61	8	21	16	2	6
		2019- Upto March 2019	2	62	31	31	16	8	8
3	ALIBAUG	2016	5	11	1	3	5	1	1
		2017	7	19	1	4	7	1	1
		2018	4	11	2	3	4	1	1
		2019- Upto March 2019	2	10	4	6	3	1	2
4	AMRAVATI	2016	6	94	6	21	26	2	6
		2017	8	187	5	33	51	2	9
		2018	4	104	16	33	27	4	9
		2019- Upto March 2019	2	88	41	47	23	11	12
5	AURANGABAD	2016	12	164	1	30	45	1	8
		2017	24	402	1	57	111	1	11
		2018	18	204	1	42	59	1	11
		2019- Upto March 2019	3	146	4	77	38	1	20
6	BEED	2016	5	37	3	11	12	1	3
		2017	7	77	5	19	23	2	5
		2018	4	43	7	13	12	2	4
		2019- Upto March 2019	2	42	20	22	11	5	6
7	BHANDARA	2016	5	13	2	4	5	1	1
		2017	7	41	4	9	13	1	3
		2018	4	20	3	7	6	1	2
		2019- Upto March 2019	2	23	10	13	7	3	4
8	BULDHANA	2016	5	43	4	11	12	1	3
		2017	7	83	6	17	23	2	5
		2018	4	45	8	14	13	2	4
		2019- Upto March 2019	2	41	20	21	11	5	6
9	CHANDRAPUR	2016	5	39	5	10	12	2	3
		2017	7	81	6	18	23	2	5
		2018	4	39	7	11	11	2	3
		2019- Upto March 2019	2	41	19	22	11	5	6
10	DHULE	2016	5	27	3	7	9	1	2

		2017	7	58	4	15	17	1	4
		2018	4	31	4	11	9	1	3
		2019- Upto March 2019	2	29	13	16	8	4	4
11	GADCHIROLI	2016	5	18	2	5	7	1	2
		2017	7	37	3	8	12	1	2
		2018	4	23	3	8	7	1	2
		2019- Upto March 2019	2	26	11	15	7	3	4
12	GONDIA	2016	5	15	2	4	5	1	1
		2017	7	36	3	8	12	1	2
		2018	4	17	3	5	6	1	2
		2019- Upto March 2019	2	18	7	11	5	2	3
13	HINGOLI	2016	5	20	2	6	9	1	3
		2017	7	46	3	11	14	1	3
		2018	4	27	5	8	8	2	2
		2019- Upto March 2019	2	19	7	12	5	2	3
14	JALGAON	2016	5	64	8	17	18	2	5
		2017	7	138	9	31	37	3	8
		2018	4	59	8	20	15	2	5
		2019- Upto March 2019	2	60	30	30	16	8	8
15	JALNA	2016	5	23	3	6	8	1	2
		2017	7	52	4	11	15	1	3
		2018	4	29	6	9	9	2	3
		2019- Upto March 2019	2	25	12	13	7	3	4
16	KOLHAPUR	2016	5	97	8	31	26	2	8
		2017	7	216	13	51	57	4	13
		2018	4	121	17	41	32	5	11
		2019- Upto March 2019	2	112	56	56	28	14	14
17	KUDAL	2016	5	7	1	2	5	1	1
		2017	7	12	1	3	7	1	1
		2018	4	7	1	2	4	1	1
		2019- Upto March 2019	2	7	3	4	2	1	1
18	LATUR	2016	5	49	7	14	14	2	4
		2017	7	129	7	31	35	2	8
		2018	4	61	8	22	17	2	6
		2019- Upto March 2019	2	55	25	30	15	7	8
19	NAGPUR	2016	12	178	1	31	53	1	8
		2017	24	330	1	40	93	1	10
		2018	18	190	1	30	56	1	8
		2019- Upto March 2019	3	94	7	50	25	2	13
20	NANDURBAR	2016	5	16	1	6	6	1	2
		2017	7	26	1	7	9	1	2
		2018	4	17	2	2	6	1	2
		2019- Upto March 2019	2	16	3	6	5	2	3

21	NANDED	2016	6	103	5	28	28	2	7
		2017	8	239	4	51	62	1	13
		2018	4	117	19	40	30	5	10
		2019- Upto March 2019	2	100	50	50	26	13	13
22	NASHIK	2016	6	90	4	29	25	1	8
		2017	8	215	4	48	55	1	12
		2018	4	92	9	30	25	3	8
		2019- Upto March 2019	2	119	56	63	30	14	16
23	OSMANABAD	2016	5	31	4	8	8	1	2
		2017	7	66	4	17	19	1	5
		2018	4	35	7	12	10	2	3
		2019- Upto March 2019	2	34	16	18	9	4	5
24	PALGHAR	2016	4	6	1	2	4	1	1
		2017	7	17	1	5	8	1	2
		2018	4	10	1	3	4	1	1
		2019- Upto March 2019	2	12	5	7	4	2	2
25	PARBHANI	2016	5	55	6	14	15	2	4
		2017	7	107	10	22	30	3	6
		2018	4	50	9	15	14	3	4
		2019- Upto March 2019	2	45	21	24	12	6	6
26	PUNE	2016	10	351	2	110	92	1	28
		2017	22	894	2	122	234	1	31
		2018	18	509	3	119	134	1	30
		2019- Upto March 2019	3	226	4	123	57	1	31
27	RATNAGIRI	2016	5	7	1	2	5	1	1
		2017	7	15	1	3	7	1	1
		2018	4	7	1	2	4	1	1
		2019- Upto March 2019	2	5	3	5	3	1	2
28	SANGLI	2016	5	76	5	24	21	2	6
		2017	7	149	7	41	40	2	11
		2018	4	73	11	27	20	3	7
		2019- Upto March 2019	2	76	38	38	20	10	10
29	SATARA	2016	5	57	4	20	15	1	5
		2017	7	120	5	32	32	2	8
		2018	4	70	9	25	20	3	7
		2019- Upto March 2019	2	74	35	39	19	9	10
30	SOLAPUR	2016	5	56	5	16	16	2	4
		2017	7	117	6	33	32	2	9
		2018	4	52	11	16	14	3	4
		2019- Upto March 2019	2	68	33	35	18	9	9
31	THANE	2016	5	64	7	20	17	2	5
		2017	7	147	9	33	40	3	9
		2018	4	67	7	20	17	2	5
		2019- Upto March 2019	2	71	29	42	19	8	11

32	WARDHA	2016	5	24	3	6	8	1	2
		2017	7	47	4	11	15	1	3
		2018	4	27	5	8	8	2	2
		2019- Upto March 2019	2	23	11	12	6	3	3
33	WASHIM	2016	5	25	2	7	8	1	2
		2017	7	55	5	11	17	2	3
		2018	4	32	5	11	10	2	3
		2019- Upto March 2019	2	26	12	14	7	3	4
34	YEOTMAL	2016	5	79	8	21	21	2	6
		2017	7	146	14	34	40	4	9
		2018	4	92	16	28	24	4	7
		2019- Upto March 2019	2	70	35	35	18	9	9
35	MUMBAI	2016	25	153	1	27	50	1	7
		2017	38	396	1	49	114	1	9
		2018	31	211	1	32	68	1	8
		2019- Upto March 2019	5	135	1	69	37	1	18

5.3.2 Based on the above past requirements the Vendor has to make arrangement as and when required for the concerned District/City.

5.3.3 Seven days advance intimation before the scheduled examination will be given for making arrangement for providing cash van services as and when required.

5.4 DETAILED SCOPE OF THE WORK:-

5.4.1 Providing required number of Cash Van Services on rental basis along with driver as per technical specifications of the cash vans to collect, carry and deliver confidential and sensitive examination material from the Office of the Maharashtra Public Service Commission (MPSC) to various designated examination sub-centres (School/Colleges) within the limits of Brihanmumbai Municipal Corporation and Navi Mumbai Municipal Corporation area as per the instructions and route fixed by MPSC as and when required.

5.4.2 Providing required number of Cash Van Services on rental basis along with driver as per technical specifications of the cash vans to collect, carry and deliver confidential and sensitive examination material from the various designated examinations sub-centres to the office of the Maharashtra Public Service Commission (MPSC) or nearest post office to the designated sub-centres for that route within the limits of Brihanmumbai Municipal Corporation and Navi Mumbai Municipal Corporation area as per the instructions and route fixed by MPSC as and when required.

5.4.3 Providing required number of Cash Van Services on rental basis along with driver as per technical specifications of the cash vans to collect, carry and deliver confidential and sensitive examination material from the Office of the District Collectorate or District/Sub Treasury Offices at the various Districts in the State of Maharashtra to the various designated examination sub-centres (School/Colleges) within the jurisdiction/ limits of that District as per the instructions and route fixed by concerned collectorate offices as and when required.

5.4.4 Providing required number of Cash Van Services on rental basis alongwith driver as per technical specifications of the cash vans to collect, carry and deliver confidential and sensitive examination material from the various designated examinations sub-centres to the Office District Collectorate or Treasury/Sub-Treasury Office or nearest Post Offices to the designated sub-centre for that route within the jurisdiction/limits of respective District as per the instructions and route fixed by the concerned Collectorate Office as and when required.

5.4.5 The Vendor has to supply Cash Van services along with driver only. All other arrangements like staff for completing activities/tasks will be arranged by office of the Maharashtra Public Service Commission or concerned District Collectorate Offices.

5.5 TECHNICAL SPECIFICATIONS OF THE CASH VANS:-

5.5.1 Chassis- built on Force, Tata 407, Tata Winger, Tempo Traveler, Mahindra Bolero ,Mahindra Pickup, Tempo Trax

5.5.2 Seating capacity for minimum 6 personnel.

5.5.3 Collapsible grille gate and metal doors at the rear with adequate locking facilities.

5.5.4 Inside partitions (separate seating, storage and chain facility to keep the boxes secured and adequate locking facility).

5.5.5 First aid boxes.

5.5.6 Anti riot shield/ grille (To protect front wind screen & side window glasses).

5.5.7 Tubeless tyres.

5.5.8 Rear view-sliding slit in the driver's cabin to keep watch on sensitive material.

5.5.9 Provision of working fans at both Rear and Front seating areas of the cash Van.

5.5.10 Suitable lighting arrangements in driver, storage and rear Guard compartments.

5.5.11 The Cash Van should be provided with all security fittings having three compartments, namely-(1) Driver compartment (2) Material Storage Compartment and (3) Crew compartment.

5.6 OTHER CONDITIONS:-

5.6.1 The Van should be in a state of road worthiness. The Van should be cleaned throughout while reporting on services.

5.6.2 An experienced driver (preferably an Ex-Serviceman) should be provided with vehicle within the charges being paid.

5.6.3 The driver should have valid Driving License, Identity Card and shall carry on the same while on duty.

5.6.4 The driver should carry all original and valid documents with respect to Registration, Insurance, Vehicle Pollution Certificates, Taxes, and Road Tax etc. in the vehicle while on duty. A photocopy of these documents should be handed over to the Authorized Official, if required.

5.6.5 The Vendor shall be responsible for proper behavior and conduct of the driver.

- 5.6.6 The driver, will be the employee of the Vendor and this office will have no liability towards his salary, PF or any other statutory liability if any, in any respect.
- 5.6.7 The Vendor should have adequate fleet of vehicle to cater for breakdowns and provide un-interrupted and continued services during the period of contract. In case of any breakdown of vehicle, another replacement should be arranged without any delay/any extra/ overtime payment.
- 5.6.8 The vehicle will be engaged whole day on the day of the examination, as per the requirement. The exact reporting timing will be intimated well in advance.
- 5.6.9 The vehicle shall report on time at designated place and shall leave when released by the concerned officials.
- 5.6.10 The vehicle will be used within the specified distance limit. If the total distance exceeds the stipulated limit as agreed sum for extra km as per price schedule will be paid.
- 5.6.11 Counting of kms will start when the vehicle reports to the designated places and end when the concerned officials release the vehicle for the day.
- 5.6.12 Any charges for fuel, oil lubrications and maintenance, etc shall be borne by Vendor within the charges being paid.
- 5.6.13 Toll Tax and Parking charges, if required will be reimbursed.
- 5.6.14 A proper log book should be maintained, with columns like Sr. No., Date, Time reported, Time released, Kms reading, reporting time, released time, total kms run, place where the vehicle went to, signature of the driver and the concerned officials .
- 5.6.15 Copy of logbook shall be attached with the bill for scrutiny.
- 5.6.16 It shall be the total responsibility of the Vendor to manage proposed services i.e. Van, Driver, and standby van for emergencies etc. in professional and smooth manner.
- 5.6.17 The Vendor shall cover its personnel deployed on duty, for personal accident, fidelity and death whilst performing the duty and proof of same to be submitted for our records, if required.
- 5.6.18 There will be no responsibility of this Office or any authority in connection with proposed services under these contract for any type of civil, criminal or of any claim in case of any accident or any other crime towards the Vendor, driver or third party.
- 5.6.19 The driver or Vendor will be liable for any damage, claim, penalty or punishment in this regard.
- 5.6.20 The Vendor shall take proper, reasonable and adequate precautions to preserve from loss, deduction, waste or misuse areas of responsibility given to them and shall not lend to any person or Vendor any of the effects or assets under its control.
- 5.6.21 No hike on account of fuel, oil, lubrications shall be given within the period of contract.
- 5.6.22 The Vendor shall do and perform all such services as per the Scope of work, matters and things connected with the administration, superintendence and smooth conduct of the arrangements, as per the instructions enumerated herein and in accordance with such directions, which this office may issue from time to time and which have been mutually agreed upon between the two parties.
- 5.6.23 The Vendor will Endeavour that its staff shall not at any time, without the express consent of this office in writing, divulge or make known any trust, matters or transactions undertaken or handled.
- 5.6.24 The driver provided by the Vendor shall be medically fit, mentally sound and possess good physique.
- 5.6.25 The Vendor shall ensure that the Driver will report to the concerned Officer and will function under his general directions.
- 5.6.26 The Vendor shall ensure that at no point of time during the prescribed duty hours, the Driver will leave his place of duty.
- 5.6.27 The Vendor shall comply with all the provisions of laws applicable while providing vehicles for proposed Services.
- 5.6.28 The Vendor will change the Driver immediately on instructions from this office or concerned competent authority if the performance of that particular Driver is not acceptable or found physically / medically unfit or found in drunken condition. Decision of the officials of this office will be final in this regard.
- 5.6.29 Neither Vendor nor any of their Driver will have any claim against this office for any liability arising out of any commission / omissions caused by the Driver while on duty except hiring charges payable to the Vendor as per Price Schedule.
- 5.6.30 GPRS (Global Positioning Radio System) should be installed, if necessary to track the movement of vehicle within the charges finalized as per Price Schedule. The tracking and follow up action on the movement of van will be done by the Officials of the MPSC. The Vendor should provide all assistance to designated Officials to remedy deviations observed in the movement of Van. Additional charges of any kind will be made for these services.
- 5.6.31 The vendor should provide tamper proof photo identity card to the driver of the cash van while on duty.
- 5.6.32 Necessary endorsement of RTO for modification/seating capacity is needed in RC book.
- 5.6.33 The cash vans to be deployed should be not older than three years on the date of deployment of the vehicle
- 5.6.34 Latest fitness certificate of the vehicle to be submitted as and when required.

5.7 QUANTITY:-

- 5.7.1 Based on the present statistical information, the tentative requirement is as mentioned at Para 5.3 hereinabove which may vary as per the requirement.
- 5.7.2 However, there shall be no commitment of minimum quantity which can be ordered during the currency of contract.
- 5.7.3 The vendor should have standby vehicles for emergency replacement on the day of examination. The exact number of vehicles required and number of standby vehicles for emergency replacement will be informed well in advance.
- 5.7.4 Supply orders shall be placed against the Contract for such quantities and for such District centres as may be decided by the MPSC as and when required.

5.8 GENERAL INSTRUCTIONS:-

- 5.8.1 The proposed services shall be normally manned from 7.00 a.m. to 7.00 p.m. as per the requirement throughout the year as decided by the Tendering Authority depending upon necessity of the work/services.
- 5.8.2 The manpower, as provided by the vendor, will have to strictly adhere to the working timings followed by the office of the tendering authority or concerned Collectorate Offices. including holidays. In case of delay beyond the specified period as clearly defined by the office of the tendering authority and given to the vendor for each examination job, a penalty as stipulated in the tender document may be imposed as defined by this Office.
- 5.8.3 Briefing with respect to the proposed work/services should be done to all Supervisors/Team Leaders/Drivers and Managers appointed for this project. It should be ensured that all the persons appointed should have got full knowledge of the proposed work/services.
- 5.8.4 The Vendor should provide continuous telephone technical support at all times on all days.
- 5.8.5 The Vendor shall also provide three functional mobile numbers of its personnel for urgent communication.
- 5.8.6 The Owner / Vendor should be available on his own direct telephone (Office as well as residence) and also on mobile phone so as to call in emergency. All the contact numbers should be invariably given.
- 5.8.7 The manpower deployed, cash vans used etc for carrying out the job will have to be discussed and mutually agreed upon well in advance (before 7 days of the scheduled date) depending on the size of job, time parameters etc .
- 5.8.8 The Vendor has to take input details from the concerned Departments/ Sections from the office of the Tendering Authority. Seven days advance intimation before the Scheduled Examination will be given from the concerned Officers of the Tendering Authority.
- 5.8.9 One of the Supervisors of the Vendor should periodically visit premises and ensure that the services desired as per scope of works are up to the mark and should also interact with concerned Officers to ascertain position from time to time.

- 5.8.10** In normal circumstances delivery of Cash Vans should be strictly as per schedule mentioned in the supply order. However in urgent cases items/ services are to be supplied immediately as per the instructions of the Officers of the Tendering Authority, the violation of which will be treated as breach of Contract.
- 5.8.11** The Vendor should be in a position to supply items on Short Notice as and when needed.
- 5.8.12** The services should be delivered to the Office of the tendering authority or anywhere in the State of Maharashtra whenever needed. All the expenses for providing the desired services as per the scope of work and as per the instructions of the Tendering Authority at appropriate places will be borne by the Vendor only.
- 5.8.13** There may be over lapping of examinations in which case the Vendor will have to ensure that there is no mix up of services in respect of the two examinations..
- 5.8.14** Nature of Work to be carried out is as per Scope of the Work of the tender document which is approximate and liable for alteration, omission, deduction and addition at the discretion of the Tendering Authority.
- 5.8.15** Any counter terms and conditions are not binding unless tendering authority agrees to the same in writing.
- 5.9 VENDOR'S PERSONNEL:-**
- 5.9.1** The vendor shall employ and provide such qualified and experienced personnel acceptable to tendering authority as are required to perform the services under the contract. It is desired that required number of resource personnel with adequate knowledge and speaking, writing capabilities of Marathi shall be made available.
- 5.9.2** The only personnel acceptable to the tendering authority should be deployed for this project/work. The personnel deployed by the Vendor should be properly dressed and uniformed. The personnel engaged at all levels must wear Photo Identity Card at all times while on duty.
- 5.9.3** During the contract period and after the end of the contract period, the vendor shall refrain from canvassing the client with a view to procure employment to the vendor's personnel. .
- 5.9.4** Travel, boarding and lodging of the vendor's team on their visits to the various destinations would be paid by the vendor.
- 5.10 TIME LIMIT:-**
- 5.10.1** As the Examination work is of time bound nature, the entire work/services shall be completed within stipulated time given by the officers of the tendering authority.
- 5.10.2** In case of heavy demand of work, Vendor should be able to provide extra staff, etc on demand.
- 5.11 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 PROVIDING SERVICES OF CASH VANS

Having examined the tender documents including all Annexure the receipt of which is hereby duly acknowledged, we, the undersigned, offer to work as Vendor as mentioned in the Scope of the work as required by Secretary, M.P.S.C. in conformity with the said tender documents.

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

Thanking you,

The specimen signature of the authorized person is as:-



Seal

Authorised Signatory

<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 _____ 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 Notorised Affidavit should be submitted before closing date fixed for Online Technical Bid Closing.

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

.....

**ANNEXURE-4
DETAILS OF BIDDER**

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

1. General Profile of the Company/Firm:-

(1) Name and Address of the Bidder With Telephone Nos., mobile Nos., Fax, E-mail and Website	
(2) Field of activities	
(3) Offices situated at different locations	
(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) Number of Cash Vans held	
(7) Date of Incorporation	
(8) Status of the Bidder	Pvt. Ltd./Public Ltd./LLP/Partnership Firm/Proprietorship Firm
(9) Bank account details	(1) Name of the Bank (2) Branch (3) Name of account holder as per bank record (4) IFSC (5) Account Number

2.Details of Registrations:-

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

3. Details of Manpower:-

3.1 Number of Supervisors:

3.2 Number of Managers:

4. List of Clients for providing cash van 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).

5. Quality Certificate, if any:

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

6. 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.)

7. Name, address and Telephone Number [Office, Residence, Mobile] of the Contact Person to whom all References shall be made regarding this tender:

Telephone: Office -
Mobile -

Residence –
Fax No.:

E-mail:

Place:

Date:

Signature:

Name:

Company Seal

Note:

[1] In-adequate information could lead to disqualification of the bid.

[2] All items should be supported by proper documents.

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

ANNEXURE- 5
DETAILS OF MANPOWER EXCLUSIVELY ASSOCIATED WITH THIS PROJECT

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

Date: -----

Name of the Bidder: -

Place: -----

Signature: -

Seal of the Organisation

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

.....

**ANNEXURE-6
PERFORMANCE STATEMENT**

Bid No. Date of opening.....

Name of the Firm.....

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

S.N.	Name and Address of the client with Tel. No.	Contact Person and Contact Number	Nature of Job	No. of Cash Vans provided	Total Value of the Contract (In Rs.)	Date of completion of contract		Penalty imposed by clients if any
						As per Contract	Actual	

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

- Note:** (1) Please enclose Work-orders along with Completion Certificates / Client's Testimonial given by concerned organizations or whom work is done.
 (2) submission of completion certificates / clients testimonial is compulsory.
 (3) In-adequate information or change in format lead to disqualification of the Bid.

Date:

Name of the Bidder: -

Place:

Signature: -

Seal of the Organisation: -

.....

ANNEXURE- 7
Declaration for Price Schedule (PS)

Tender Reference:

Last date and time for submission of Tender :

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 PROVIDING CASH VAN SERVICES.

PRICE SCHEDULE

This is Format only. Please upload as per the BOQ template given on the Portal.

Sr. No.	Item Description	Quantity	Units	RATE In Figures To be entered by the Bidder Rs. P First Year	RATE In Figures To be entered by the Bidder Rs. P Second Year	RATE In Figures To be entered by the Bidder Rs. P Third Year	TOTAL AMOUNT	TOTAL AMOUNT In Words
1	2	3	4	5	6	7	8	9
1	Supply of Cash Van on rental basis as per scope of the work alongwith Driver for 50 kms	1.000	One Van				0.00	INR Zero Only
2	Extra Millage beyond 50 kms (Rs Per Km)	1.000	One Km				0.00	INR Zero Only
3	Charges for Extra Hour beyond 8 Hours Per Day	1.000	Per Van				0.00	INR Zero Only
Total in Figures							0.00	INR Zero Only
Quoted RATE in Words		INR Zero Only						

- Note:-** (1) The unit rate should be quoted for one cash van only.
(2) Rate mentioned at Sr. No. 2 and 3 is for calculation purpose only.
(3) The lowest Bidder will be decided on the basis of unit rate as mentioned at Sr. No. 1.
(4) The average of the rates quoted for three years will be considered for selection of lowest bidder.
(5) The cost should be inclusive of Breakfast, Lunch, Dinner of the Driver.
(6) Extra Hour charges will be considered from the reporting time at designated places of MPSC.
(7) The successful bidder has to match L1 criteria for rates mentioned at Sr. No. 2 and 3.
(8) GST should be charged at prevalent rates and as actual.

ANNEXURE 8
CONTRACT FORM (CF)

AGREEMENT MADE this _____ day _____ of Two thousand _____
Between _____ (hereinafter called "the Contractor") of the one part and the Secretary, Maharashtra Public Service Commission (hereinafter called "the MPSC") of the other part.

WHEREAS the contractor has tendered for Providing Cash Van services to the MPSC, Mumbai (hereinafter called "The Tendering Authority ") as per the terms and conditions mentioned in the tender document. Whereas such tender has been accepted and the contractor has deposited with the Tendering Authority the sum of Rs. _____ (Rupees _____) only as security for the fulfillment of this Agreement.

NOW IT IS HEREBY AGREED between the parties hereto as follows:

The contractor has accepted the contract on the terms and conditions set out in the tender notice no. _____ dated _____ as well in the acceptance of tender no. _____ dated _____, which shall hold good during period of this agreement.

Upon breach by the contractor of any of the conditions of the agreement, the Tendering Authority may issue a notice in writing, determine and put an end to this agreement without prejudice to the right of the Government to claim damages for antecedent breaches thereof on the part of the contractor and also to reasonable compensation for the loss occasioned by the failure of the contractor to fulfill the agreement as certified in writing by the Tendering Authority which certificate shall be conclusive evidence of the amount of such compensation payable by the contractor to the Government.

Upon the determination of this agreement whether by efflux ion of time or otherwise the said deposit shall after the expiration of _____ months from the date of such determination be returned to the contractor but without interest and after deducting there from any sum due by the contractor to the Government under the terms and conditions of this agreement.

This agreement shall remain in force until the expiry of 36 months from the date of entering into the contract but the Tendering Authority may cancel the contract at any time upon giving one months notice in writing without compensating the contractor.

In witness whereof the said _____ has set his hand hereto and the Tendering Authority has on behalf of the Government of Maharashtra affixed his hand and seal thereto the day and year first above written.

The Tendering Authority may give notices in connection with the contract.

In consideration of the payments to be made by the Tendering Authority to the Bidder as hereinafter mentioned the Bidder hereby covenants with the Tendering Authority to provide the Services and to remedy defects therein conformity in all respects with the provisions of the Contract.

The Tendering Authority hereby covenants to pay the Bidder in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

If subject to circumstances beyond control (Force Majeure) the contract fails to deliver the services in accordance with the conditions mentioned in the tender, the Tendering Authority shall be entitled to render services from else other organization after giving due notice to the Bidder on the amount and at the risk of the Bidder without canceling the contract in respect of the consignment not yet due for delivery, or to cancel the contract.

In the event of action to be taken, the contractor shall be liable for any losses, which the Tendering Authority, may sustain on that account. The recovery by way of penalty shall be made by deducting the amount from the bills be made good by a credit note within the stipulated period for the purpose.

Mumbai

CONTRACTOR

Witness:

- 1.
- 2.

Secretary, Maharashtra Public Service Commission
On behalf of the Maharashtra Public Service Commission

ANNEXURE-9
PERFORMANCE SECURITY FORM (PSF)

Name of the Department
Address of the Department
Dear Sirs.

Whereas you intent to enter into a contract, as per your Letter of Intent, Reference No. _____ dated _____ (Hereinafter referred to as "the contract") with M/s _____ as vendor for the supply of _____ defined in contracts schedule, (hereinafter referred to as "the goods / services") and whereas the vendor has undertaken to produce a performance cum warranty bond for amount of Rs _____ being equal to ---% of the total contract value of the goods / services to be delivered as specified contract No _____ dated _____ referred to as "contract to secure its obligations to the beneficiary with respect to the goods specified in the invoice.

1. We _____ (Name of the Bank), hereby expressly, irrevocably, and unreservedly undertake and guarantee as principal obligators on behalf of the Seller that in the event that the beneficiary submits a written demand to us stating that the Seller has not performed according to the terms and conditions of the contract , we will pay you on demand and without demur any sum up to a maximum amount of (5% of the contract value). Any claims must bear the confirmation of your bankers that the signatures thereon are authentic. Your written demand shall be conclusive evidence to us that such written demand. For the avoidance of doubt any documents received by way of facsimile or similar electronic means is/are not acceptable for any purpose(s) under this guarantee.
2. We shall not be discharged or released from this undertaking and guarantee by any arrangements, variations made between beneficiary and the seller or any forbearance whether as to payment, time performance or otherwise.
3. In no case shall the amount of the guarantee be increased.
4. Unless a demand under this guarantee is received by us in writing on or before the expiry date(unless this guarantee is extended by the seller), all your rights under this guarantee shall be forfeited and we shall be discharged from the liabilities hereunder.
5. This guarantee shall be a continuing guarantee (which means guarantee will also be valid if the bank is in under liquidation or bankruptcy) and shall not be discharged by any change in the constitution of the bank or in the constitution of the Seller.
6. Please return this letter of guarantee immediately after our liability thereafter has ceased to be valid.
7. Our liability under this guarantee will cease to be valid even if the guarantee deed is not returned to us.
8. This guarantee is personal to the beneficiary and not assignable to a third party without our prior written consent.
9. This guarantee shall be governed by Indian Law. This guarantee is valid until the <<mention date>>.

Signature and Seal of Guarantors

Date _____
Address: _____

Annexure – 10

Format for Technical Proposal

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) Proof regarding submission of requisite tender fee and EMD online.
- (2) Tender offer form duly filled in. (Annexure -1)
- (3) Bidders Authorization Certificate. (Annexure - 2)
- (4) Self Declaration for unblemished record (Annexure - 3) (Notarized Affidavit)
- (5) Details of Bidder (Annexure - 4)
- (6) Details of Manpower (Annexure-5)
- (7) Performance statement along with necessary Documents (Annexure – 6)
- (8) Copies of Certificate of incorporation of the firm (e.g. Registration as Partnership Firm, Proprietary concern, Company etc.)
- (9) Certificate from its C.A. stating that the Bidder is profit making for preceding three (3) years with a minimum annual turnover of Rupees fifty lakh from related business as on 1st April, 2018.
- (10) Copy of GST Registration Certificate from concerned Government Department valid as on 1st April, 2019.
- (11) Copy of GST Clearance Certificate or GST payment Challan from concerned Government Department as on **1st July, 2019.**
- (12) Copy of the PAN Card
- (13) Copy of the Income Tax Clearance Certificate or Income Tax Return acknowledgement for last three years as on 1st April, 2018.
- (14) Copies of its audited financial statements for past three years. (i.e. 2015-16, 2016-17, 2017-18)
- (15) Copy of ISO Certification, if any.
- (16) Copy of Problem escalation/Redressal mechanism.
- (17) Proof in support of having atleast 3 running contracts with reputed Nationalized/Pvt./Scheduled Banks/Govt./PSUs.
- (18) Proof in support of having permanent presence of office in Mumbai/Thane/Navi Mumbai.

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)

- (1) Declaration for Price Schedule (Annexure 7)

**Annuxure-11
Format for clarification**

Pre-Bid Queries Format

Name of the Supplier:

Department Name:

Tender Ref No. :

Tender Name:

Due Date:

Sr. No.	REP Page No.	RFP Clause No.	Clause Title	Queries/Clarification	Justification by Bidder