

TENDER NO. 04/2018

# Maharashtra Public Service Commission

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**Tender Document**

**For**

**Printing of Answer books of 36 pages**

**[ PRICE RS.3000/- ]**

**SCHEDULE**

<b>Tender Reference</b>	No.ANB-36 Pages/C.R.8/2018/23 Dt. 06/08/2018
Price of Tender Document	Rs. 3000 /- (Rupees Three Thousand Only) (Non refundable) to be paid through Online Payment Modes i.e. Net banking, Debit Card and Credit Card during Tender Documents Download state.
EMD	Rs. 50,000/- (Rs. Fifty Thousand Only) to be paid through Online Payment Modes i.e. net Banking Debit Card, Credit Card and NEFT/RTGS during Bid Preparation State.
Quantity	Approximately 60,000 Answer Books in Three years contract.
Pre Bid Meeting	15.00 Hr. on Dt. 09/08/2018
Last Date and Time for receipt of Tender offers	17.00 Hr. on Dt. 14/07/2018, 17:00
Time and Date of Opening of Technical Offers	It will be communicated separately.
Time and Date of Opening of Commercial Offers	It will be communicated separately.
Place of Pre Bid meeting and Opening of Tender Offers	5 <sup>1/2</sup> , 7 <sup>th</sup> and 8 <sup>th</sup> Floor, cooerage Telephone Nigam Building, Maharshi Karve Road, cooerage, Mumbai – 400 021.
Address for Communication	<b>Secretary, Maharashtra Public Service Commission 5<sup>1/2</sup>, 7<sup>th</sup> and 8<sup>th</sup> Floor, cooerage Telephone Nigam Building, Maharshi Karve Road, cooerage, Mumbai – 400 021.</b>
Contact Telephone & Fax Numbers	Phone: 22795971 / 22821646 Fax 022 – 22880524 email- sec.mpssc@maharashtra.gov.in

**DETAILED TENDER SCHEDULE**

No.	Activities	Start Date & Time		--	Expiry Date & Time		Duration
1	Online Tender Release	06/08/18	11:00 Hrs	To	06/08/18	16:00 Hrs	--
2	Online Tender Document Download	06/08/18	16:01 Hrs	To	14/08/18	17:00 Hrs	07 Days
3	Online Bid Preparation			To			
4	Online Technical Bid Closing	14/08/18	17:01 Hrs	To	16/08/18	17:00 Hrs	02 Days
5	Online Commercial Bid Closing			To			
6	Online Submission of Bid	16/08/18	17:01 Hrs	To	18/08/18	17:00 Hrs	02 Days
7	Online Tender Opening (Technical)	18/08/18	17:01 Hrs	To	21/08/18	17:00 Hrs	04 Days
8	Online Tender Opening (Commercial)			To			

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**CHAPTER – I**  
**INSTRUCTIONS TO BIDDERS FOR SUBMISSION OF BIDS**

**1.1 GENERAL INSTRUCTIONS**

- 1.1.1 The interested bidders will have to make online payment (using credit card/debit card/net banking) of **Rs.1092/-** (inclusive of all taxes) per bid per tender to online service provider of e-Tendering system (Sify Nex Tenders) at the time of entering online Bid Submission stage of the tender schedule.
- 1.1.2 Bidders Tool Kit (detailed Help documents, designed for bidders) has been provided on e-Tendering website in order to guide them to use e-Tendering website.
- 1.1.3 All contractors interested in participating in the on-line e-Tendering process are required to obtain Class II or Class III Digital Certificates. The tender should be prepared & submitted online using individual's digital signature certificate
- 1.1.4 The Contractors participating first time for e-Tenders on GoM e-tendering portal will have to complete the Online Registration Process for the e-Tendering portal.
- 1.1.5 If any assistance is required regarding e-Tendering (registration/upload / download) please contact GoM e-Tendering Help Desk on number: 020 – 25315555.

**1.2 PERIOD OF CONTRACT**

- 1.2.1 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.
- 1.2.2 Duration of the contract shall be Three years subject to quarterly appraisal and review by the Tendering Authority.
- 1.2.3 In case the performance is not found to be satisfactory or not in conformity with the terms and conditions of the Tender document, the contract shall be terminated even before the schedule time after following due procedure of law.
- 1.2.4 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.

**1.3 ELIGIBILITY CRITERIA**

- 1.3.1 The invitation of Bids is open to all Vendors who are eligible to do business in India under relevant Indian Laws as in force at the time of bidding except those who have been declared by any agency of the Government of Maharashtra to be ineligible to participate for corrupt, fraudulent or any unethical business practices during the period for which such ineligibility is declared.
- 1.3.2 The Company should be ISO 9001:2008 certification.
- 1.3.3 The bidder should have experience of printing of Answerbooks having Microline & 2D Barcode for Govt./Semi Govt./Public Service Commissions/Universities for atleast 2 Institutions as on 31/03/2018.
- 1.3.4 The bidder shall provide certificate from its C.A. stating that the Bidder is profit making for preceding three (3) years with a minimum annual turnover of Rupees 20 Lakhs from printing related business as on 1st April, 2018.
- 1.3.5 The Bidder shall be in the field of Printing of ICR Stationary for last 3 years or more.
- 1.3.6 **The Bidder should be registered one under the Company's Act, 2013. The Bidder should preferably have prominent presence of office in Mumbai / Navi Mumbai / Thane.** The Bidder who has no prominent presence of office in Mumbai / Thane / Navi Mumbai may apply for Tender provided that during the time of work, sufficient supportive staff shall be arranged by the Bidder at his own cost. The Bidder shall be required to give immediate response, if needed by the Commission from time to time which should be not more than the time frame given by the Tendering Authority like one day, two days, etc.
- 1.3.7 The bidder must produce latest valid solvency certificate worth not less than Rs. 20 lakhs from the Scheduled / Nationalized bank./Foreign/Private Bank having office or branch in Mumbai.
- 1.3.8 The Bidder should have GST clearance Certificate or a GST payment Challan from concerned Government Department as on 31st March, 2018.

**1.4 COST OF TENDER DOCUMENT**

- 1.4.1 The tender document is uploaded / released on Government of Maharashtra, (GOM) e-tendering website <http://maharashtra.etenders.in> and has to be downloaded as well as filled up and submitted online ONLY as per the schedule.
- 1.4.2 Tender document and supporting documents may be downloaded from following link of **Maharashtra Public Services Commission (MPSC)** on e-Tendering website of Government of Maharashtra, <http://mpsc.maharashtra.etenders.in> by filling through Online Payment Modes i.e. Net banking, Debit Card and Credit Card during Tender Documents Download state.
- 1.4.3 Only those Tender offers shall be accepted for evaluation for which non-refundable Tender Fee of Rs.3,000/- ( INR Three Thousand Only), in the form of Online Payment Modes i.e. Net banking, Debit Card and Credit Card, is deposited on or before the scheduled date given in the schedule of the tender.

## 1.5 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.

## 1.6 BIDDING DOCUMENTS

**1.6.1 The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents.** Failure to furnish all information online 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. 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 / Proforma in the tender are not fully furnished.

**1.6.2** A Prospective Bidder requiring any clarification in the Tender document may notify the Tendering Authority in writing or by mail at the mailing address as indicated. The Tendering Authority will respond in writing or by mail 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. 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.

## 1.7 PRE BID MEETING

**1.7.1** Interested bidder may choose to attend the Pre Bid meeting at their own cost.

**1.7.2** During the Pre Bid Meeting the clarification will be given and bidders will be allowed to raise further queries if any (Only in writing) and further clarification will be given at the end of the meeting.

**1.7.3** Bidders are advised to visit web site of MPSC for any changes in the schedules of the Pre Bid Meeting.

## 1.8 AMENDMENT OF BIDDING DOCUMENTS

**1.8.1.** At any time prior to the deadline for online 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 conditions in the bidding document.

**1.8.2.** All prospective bidders who have received the bidding documents shall be notified of the amendment in writing and the same shall be binding on them.

**1.8.3.** 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.

## 1.9 NON-TRANSFERABLE BID

The tender document is not transferable.

## 1.10 REJECTION OF BID

The Secretary, Maharashtra Public Service Commission reserves the right to accept/ reject / release or relax any or all or part of the bids received online on the due date without assigning any reason whatsoever

## 1.11 LANGUAGE OF BID

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

## 1.12 BID FORM

The Bidder shall complete the Bid Form as mentioned herein **Annexure-1 to 11** wherever applicable.

## 1.13 BID CURRENCY

Prices shall be quoted in Indian Rupees only. The bidders are advised not to indicate any separate discount. Discount, if any, should be merged with the quoted prices.

## 1.14 EARNEST MONEY DEPOSIT (EMD) :

**1.14.1** Bidders are required to submit Earnest Money Deposit (EMD) amounting to Rs.50,000/- valid for three months from the last date of bid submission. This must be submitted in the format specified in Earnest Money Deposit Form (**Annexure - 7**). Offers made without Earnest Money Deposit shall be rejected. **The EMD to be paid through Online Payment Modes i.e. Net Banking, Debit Card, Credit Card and NEFT/RTGS during Bid preparation. The amount of Bank Guarantee will be appropriate as per the Scope of Work, the minimum of which is Rs.1,00,000/-.**

**1.14.2** Unsuccessful Bidder's Earnest Money Deposit shall be discharged / returned within 30 days after the expiration of the period of Tender Offer validity prescribed in this tender.

**1.14.3** The successful Bidder's Earnest Money Deposit shall be discharged upon the Bidder executing the Contract Form and furnishing the Performance Security / Security Deposit.

**1.14.4** The Earnest Money Deposit shall be forfeited:

(1) If a Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid form or

(2) In case of a successful Bidder, if the Bidder fails:

(a) To sign the contract form in accordance with the terms and conditions

(b) To furnish performance security/security deposit as specified in this tender

## 1.15 SUBMISSION OF BIDS

**1.15.1.** Bids shall have to be submitted online only.

### 1.15.2. TECHNICAL BID

Technical Envelope shall contain the scanned copy of following documents. These documents need to be digitally signed by individual contractor's digital signature and uploaded during online bid preparation stage. Original copies shall be kept ready at the time of opening of the tender.

**(A)** The list of documents to be submitted online for Technical Offer is as follows:

(1) Tender offer form duly filled in. (Annexure -1)

- (2) Bidders Authorization Certificate. (Annexure - 2)
  - (3) Self Declaration for unblemished record (Annexure - 3) (Notarized Affidavit)
  - (4) Details of Bidder (Annexure - 4)
  - (5) Details of Manpower (Annexure-5)
  - (6) Performance statement along with necessary Documents (Annexure – 6)
  - (7) Copy of GST Registration Certificate from concerned Government Department
  - (8) Copy of GST Clearance Certificate or GST payment Challan from concerned Government Department as on 1<sup>st</sup> April, 2018.
  - (9) Copies of Certificate of incorporation of the firm (e.g. Registration as Partnership Firm, Proprietary concern, Company etc.)
  - (10) Copy of Service Tax Registration Certificate.
  - (11) Copy of PAN Card
  - (12) Proof in support of experience of Printing of Answer Books for having micro line & 2D Bar code for at least two reputed Clients from among Public Service Commission / Government / Semi-Government Organisations as on 1<sup>st</sup> April, 2018. Work-orders along with Completion Certificates / Client's Testimonial given by concerned organizations for whom work is done should be submitted.
  - (13) Certificate from its C.A. stating that the Bidder is profit making for preceding three (3) years with a minimum annual turnover of Rupees **20 lakhs** from printing related business as on 1<sup>st</sup> April, 2018.
  - (14) Proof in support of prominent presence in Mumbai / Thane / Navi Mumbai (Mumbai Shop and Establishment Registration/ MVAT Registration Certificate).
  - (15) Copies of its audited financial statements for past three years. (i.e. 2015-16, 2016-17, 2017-18)
  - (16) Copy of ISO 9001:2008 certification.
  - (17) Valid solvency certificate worth not less than **20 lakhs** from the scheduled/Nationalised Bank/Foreign/Private Bank having office or branch in Mumbai.
- (B) The Technical Offer (T.O.) shall be complete in all respects and contain all information asked for, except prices. It shall not contain any price information. The T.O. shall indicate whether all services asked are quoted for and that all requirements therefore are also quoted for. The **Technical Offer** must be submitted online only. No documents, brochures, etc. shall be submitted in offline form.
- (C) The bidder shall submit profiles of the key people who shall be exclusively associated with the Contract. The format for the same is given at **Annexure-5**.
- (D) All the documents submitted along with Tender should be certified by the Competent Authority.
- (E) **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.

#### 1.15.3 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. There should be no hidden charges. 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.

#### 1.16 SIGNING OF BIDS

Any interlineations, erasures or overwriting shall be valid only if the person or persons signing the bid, attesting them.

#### 1.17 COMPLETENESS OF BIDS

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

#### 1.18 ERASURES OR ALTERATIONS.

Offers containing erasures or Alterations shall not be considered. There should be no Handwritten Material, corrections or Alterations in the offer. Technical details must be completely filled in. Filling up of the Technical Detail Form using terms such as "OK","Accepted", "Noted"," As given in brochure/Manual" is not acceptable. The purchaser may treat offers not adhering to these guidelines as unacceptable.

#### 1.19 DEADLINE FOR SUBMISSION OF BIDS

- 1.19.1. For Submission of tender, tenderer must complete the online bid submission stage as per online schedule of the tender. The tenderer should ensure that their tender is prepared online before the expiry of the scheduled date and time and then submitted online before the expiry of the scheduled date and time. Offers not submitted online will not be entertained. 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.
- 1.19.2. 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.

#### 1.20 LATE BIDS

- 1.20.1 No delay on account of any cause will be entertained. Offers not submitted online will not be entertained.
- 1.20.2 If for any reason, any interested bidder fails to complete any of online stages during the complete tender cycle, department shall not be responsible for that and any grievance regarding this shall not be entertained.

#### 1.21 WITHDRAWAL OF BIDS

- 1.21.1. 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.

1.21.2. 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.

#### **1.22 PERIOD OF VALIDITY OF BIDS**

1.22.1. Bids shall be valid for acceptance for a period of 30 days from the date of opening of Commercial Bid and thereafter unless it is withdrawn in writing by the Bidder. A Bid valid for a shorter period shall be rejected by The Tendering Authority as non-responsive.

1.22.2. 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.

#### **1.23 EVALUATION COMMITTEE**

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

#### **1.24 OPENING OF TECHNICAL BIDS:**

1.24.1. Immediately after the closing time and/or at any time and date specified thereafter, the Tendering Authority shall open the bids online as per the schedule.

1.24.2. The technical bids envelope 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.

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

1.24.4. Bids shall be opened either in the presence of bidders or their duly authorized representatives. The bidder representatives who are present shall sign a register evidencing their attendance. Only one representative per bidder shall be permitted to be present at the time of opening the tender.

#### **1.25 CLARIFICATION OF BIDS**

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

#### **1.26 SCRUTINY OF THE BID**

1.26.1. 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,

1.26.2. 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.

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

**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.

**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.

**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

#### **1.27 ADDITIONAL INFORMATION**

The Tendering Authority may ask Bidder(s) for additional information visit Bidder's site and/or ask for technical presentation and may arrange discussion with their professional, technical faculties to verify claims made in technical bid documentation.

#### **1.28 EVALUATION PROCESS**

1.28.1 The Technical evaluation shall be done by an Expert Committee appointed by MPSC.

1.28.2 Bids shall be evaluated on the both technical and financial criteria. The information furnished by the Bidders in the Technical Bid and presentation of the Bidder shall be the basis for this evaluation. Those who will qualify in technical evaluation, will be allowed for commercial opening.

1.28.3 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.

#### **1.29 DATE OF OPENING OF COMMERCIAL BIDS**

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

1.29.2 The date for opening of the commercial bid shall be announced after the scrutiny of the technical bid has been completed as above. The date will not be later than 60 days from the date of opening of technical bid.

#### **1.30 REVISED COMMERCIAL BIDS**

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

#### **1.31 OPENING OF COMMERCIAL BIDS**

- 1.31.1 The Tendering Authority may at its discretion discuss with the Bidder(s) to clarify contents of their financial offer.
- 1.31.2 The Tendering Authority shall negotiate with the lowest bidder so as to meet its expectation of a cost effective sustainable and economically promising solution. If the negotiation with lowest Bidder fails, the same shall be rejected and negotiation then shall be done with second lowest Bidder.
- 1.31.3 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

#### **1.32 EVALUATION OF COMMERCIAL BIDS AND AWARD CRITERIA**

- 1.32.1 The commercial bids of only technically successful bidders, shall be opened. However, MPSC reserves its right to open commercial bid, in case if only one bidder is qualified.
- 1.32.2 After opening of Commercial Bid, the bid shall be evaluated and the bidder with lowest commercial bid will be selected.

#### **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;

#### **1.35 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, the Tendering Authority shall promptly notify each unsuccessful bidder and shall discharge their Bid security.

#### **1.36 ACCEPTANCE OF BIDS**

The Tendering Authority does not bind itself to accept the lowest or any other Tender. The Tendering Authority reserves the rights to accept any one Tender or reject all Tenders.

#### **1.37 PERFORMANCE SECURITY/ SECURITY DEPOSIT AND SIGNING OF CONTRACT**

- 1.37.1. Within Ten (10) days of the receipt of notification of award from the Tendering Authority, the successful Vendor shall furnish the Performance Security/ Security Deposit in accordance with the Conditions of Contract, in the performance security/ Security Deposit form provided in this document or in another form acceptable to the Tendering Authority.
- 1.37.2. 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-10**),
- 1.37.3. 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.
- 1.37.4. Failure of the successful bidder to sign the contract (**Annexure- 9**), 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.

#### **1.38 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:-

- 1.38.1 To vary, modify, revise, amend or change any of the terms and conditions in this Bid;
- 1.38.2 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.

#### **1.39 CONDITIONAL TENDERS**

Hypothetical, ambiguous or Conditional tenders shall be summarily rejected.

#### **1.40 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.

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**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 herein above, 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" means Maharashtra Public Service Commission
- 2.1.10 "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 PERFORMANCE SECURITY**

- 2.4.1 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.
- 2.4.2 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.

**2.5 HARDWARE AND SOFTWARE REQUIRED FOR DEVELOPMENT PURPOSE.**

All Hardware and Software required for purpose of Printing of Answer Books shall be of the Vendor.

**2.6 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. The Vendor shall pay all indemnities arising from such incidents and shall not hold the Tendering Authority responsible or obligated.

**2.7 VENDOR'S OBLIGATIONS**

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

**2.8 CHANGE ORDERS**

- 2.8.1 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.
- 2.8.2 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.
- 2.8.3 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.
- 2.8.4 Expert Committee constituted by the Tendering Authority shall validate all such claims. The rate applicable for such adjustment is as fixed by Commercial Bid given in **Annexure-8**
- 2.8.5 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.

**2.9 USE OF CONTRACT DOCUMENTS & INFORMATION**

- 2.9.1. The Vendor shall treat as confidential all data and information about the Tendering Authority, obtained in the execution of his responsibilities, in strict confidence and shall not reveal such information to any other party without the prior written approval of the Tendering Authority.

- 2.9.2.** 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.
- 2.9.3.** 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.
- 2.9.4.** 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.
- 2.9.5.** 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
- 2.9.6.** 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.
- 2.9.7** 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; strict confidentiality shall be maintained by the Vendor and its employees/agents in respect of the information provided by the Commission to the Vendor. This 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.
- 2.9.8.** The Vendor shall have no authority to commit the Commission to any additional costs, fees or expenses in connection with the Project.
- 2.9.9** 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.
- 2.9.10** 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.
- 2.9.11** 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.

## **2.10 RESPONSIBILITIES**

**2.10.1** 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.  
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.

**2.10.2** 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.

## **2.11 FINANCIAL AND LEGAL LIABILITY**

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

## **2.12 INDEMNITY**

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

- 2.12.1** Any negligence or wrongful act or omission by the Bidder or any subcontract or third party in connection with or incidental to this contract or
- 2.12.2** Any breach of any of the terms of this contract by all Vendors or any sub-contract or third party.

## **2.13 STANDARDS OF PERFORMANCE**

The Vendor is liable to complete the work in accordance with the specification and approved International standard according to various laws such as Information Technology Act 2000 and related Laws, Rules and Regulations.

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**CHAPTER – 3  
COMMERCIAL TERMS**

**3.1 PAYMENT SCHEDULE**

- 3.1.1 No advance payment will be made. Payment of monthly bills shall be made on post service basis.
- 3.1.2 Payment shall be made after the completion of the work as per the scope of the work of every examination/recruitment in good and satisfactory condition and after verification of the services/reports/tasks conforming to the quality, specifications and instructions. Normally 3 months time is required for processing of payments subject to availability of funds in the Department.
- 3.1.3 The office of MPSC will deduct Income Tax and other statutory taxes at Source as applicable from time to time.
- 3.1.4 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). The Bidder must submit their Banker's name, address, Type of Account & Account. No. Successful bidders /Vendor are required to submit an authorization form duly signed for e-payment to them.
- 3.1.5 For claiming payment the Vendor has to submit Invoice duly pre-receipted.
- 3.1.6 No payment will be made for goods rejected at the site on testing. Also, no payment will be made for rejected items, which do not confirm to the specifications stipulated.

**3.2 PRICES**

- 3.2.1 **The prices quoted shall be in Indian Currency inclusive of all taxes. Even if the Government changes any existing tax policy, no changes will be allowed in the rates quoted in the tender. No claims in this regard will be taken into consideration.**
- 3.2.2 Prices charged by the supplier for goods delivered and services performed under the contract shall not be higher than the prices quoted by the Supplier in his Bid.
- 3.2.3 In the case of revision of Statutory Levies/Taxes during the finalization period of tender, the Purchaser reserves the right to ask for reduction in the prices.
- 3.2.4 Prices once fixed will remain valid during the schedule delivery period. Increase and decrease of Taxes and other statutory duties will not affect the price during this period.
- 3.2.5 Any increase in taxes and other statutory duties/levies after the expiry of the delivery date shall be to the supplier's account. However benefit of any decrease in these taxes/duties shall be passed on to the Purchaser by the supplier.
- 3.2.6 The price quoted must be FIRM only one rate to be quoted for each item strictly as per prescribed specification throughout the year from the due date of opening of the tender. Variation in price shall not be considered.
- 3.2.7 Any modification in offer after the submission of tender will not be considered
- 3.2.8 The purchaser reserves the right to counter offer prices against prices quoted by any bidder.

**3.3 PENALTY**

- 3.3.1 Utmost consistency in quality of printing of the Answer Books should be maintained throughout, so that data entered on them can be read accurately. If the Books are found defective or otherwise, penalty @ Rs.20/- per Answer Book will be deducted from the Billing Amount or from the Performance Security. Any delay in the time schedule prescribed BY TENDERING AUTHORITY shall attract penalty @ 0.5 % of the contract value for the delay in each day. However, if the delay is caused due to unavoidable circumstances, then Tendering Authority reserves the right to waive off the compensation.
- 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. in printing of Answer Books, penalty at the discretion will be imposed and forfeiture of security amount and legal action will be taken by the tendering authority.**
- 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. 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.
- 3.3.5 Where any claim for the payment of a sum of money arises, out of or under this contract against the contractor, 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 contractor. In the event of the performance security being insufficient, the balance of the total sub 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 contractor under this and any other persons contracting through the Secretary MPSC. Should this sum not be sufficient to recover the full amount recoverable the contractor shall pay to this office the remaining balance due. For failure to deposit the amount legal action will be taken against the contractor.

**3.4 SUSPENSION OF WORK**

The Service Provider shall, if ordered in writing by the tendering authority for non-performance, temporarily suspend the works or any part thereof for such a period and such a time as ordered. The Service Provider shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the Works as aforesaid. An extension of time for completion, corresponding with the delay caused by any such suspension of the works as aforesaid shall be granted to the Service Provider, if request for same is made and that the suspension was not consequent to any default or failure on the part of the Bidder. In case the suspension of works, is not consequent to any default or failure on the part of the Service Provider, and lasts for a period of more than 2 months, the Service Provider shall have the option to request the tendering authority to terminate the Contract with mutual consent.

### 3.5 TERMINATION FOR INSOLVENCY

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. 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 the Vendor, in the judgment of the Tendering Authority has engaged in corrupt or fraudulent practices in competing for or in Executing the Contract.
- (4) For the purpose of this clause the definition for corrupt practice and fraudulent practice shall be as per the law

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 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 firm and get the work done from other vendor at the risk and consequences of the first vendor. The cost difference between the alternative arrangements and vendor's bid value will be recovered from the firm along with other incidental charges including transportation, taxes, etc. in case tendering authority is forced to work done through alternative sources and if the cost is lower, no benefit on this account would be passed on the vendor.

3.6.5 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 / Implementing 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 Purchaser reserves the right to disqualify the Vendor for a suitable period who habitually failed to supply the services in time.

3.7.3 Further, the Vendor whose services do not perform satisfactory in the field 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 honour his bid without sufficient grounds.

### 3.8 FORCE MAJEURE

3.8.1 The Vendor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

3.8.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Vendor and not involving the Vendor's fault or negligence and not foreseeable.

3.8.3 Such events may include, but are not limited to, acts of the Tendering Authority in its sovereign or contractual capacity, war or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

3.8.4 If a force Majeure situation arises, the Vendor shall promptly notify the Tendering Authority in writing of such conditions and the cause thereof. Unless otherwise directed by the Tendering Authority in writing, the Vendor shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure.

### 3.9 RESOLUTION OF DISPUTES

3.9.1 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.

3.9.2 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 arbitration shall be held in Mumbai.

### 3.10 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.

### 3.11 APPLICABLE LAW

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

### 3.12 TAXES AND DUTIES

The Vendor shall be entirely responsible for all taxes, duties, license fees, road permits etc. No increase in the rates shall be allowed during the period of the contract. Even if the Government changes any existing tax policy, no changes will be allowed in the rates quoted in the tender. No claims in this regard will be taken into consideration.

### 3.13 NOTICES

3.13.1. 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

3.13.2. A notice shall be effective when delivered or on the notices effective date whichever is later. 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.

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**CHAPTER - 4**  
**TERMS & CONDITIONS SPECIFIC TO THE CONTRACT**

**4.1 SECURITY DEPOSIT / PERFORMANCE GUARANTEE**

**4.1.1** The successful Vendor shall furnish Security Deposit of Rupees One Lac as a performance guarantee in the form of Bank Guarantee for the contract within Ten days of the receipt of notification of award / Letter of intent from the Tendering Authority. This bank guarantee should be valid for a period of one year after the date of expiry of contract. On extension of the contract the successful Vendor shall have to extend the validity of this bank guarantee accordingly. The proforma of the performance guarantee is given at **(Annexure -10) (PSF)**

**4.1.2** If the vendor fails to complete the Contract, The Secretary, MPSC shall have the right to cancel the order in full or part, forfeiting the Performance Security and the balance payment, if any.

**4.2 THE SCOPE OF WORK**

The Scope of the work, etc. are detailed/defined in Chapter - 5 of this Tender.

**4.3 DELIVERY SCHEDULE**

As per Time Schedule given in the Scope of the Work.

**4.4 PAYMENT TERMS**

**4.4.1** The payment shall be made after successful completion of the work as per the Schedule mentioned in Chapter - 3 Para 3.1. The Taxes shall be deducted as applicable.

**4.4.2** No advance payment is admissible under any circumstances.

**4.5 CONFIDENTIALITY**

**4.5.1** 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.

**4.5.2** 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."

**4.6 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 here in after referred to as the Contractor 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:**

- The Contractor is familiar with all the requirements of the Contract.
- The Contractor has investigated the site and satisfied himself regarding the character of the work and local conditions that may affect the work or its performance.
- The Contractor is satisfied that the work can be performed and completed as required in the contract.
- The Contractor has seen all risks directly or indirectly connected with the performance of the Contract.
- The Contractor has had 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.
- The Contractor has not been influenced by any statement or promise of the MPSC or Officers of the MPSC but only by the Contract documents.
- The Contractor is financially solvent.
- The Contractor is experienced and competent to perform the Contract to the satisfaction of the Tendering Authority.
- The statement submitted by the Contractor is true.
- The Contractor 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

**4.7 SPECIAL CONDITIONS TO THIS CONTRACT-**

**4.7.1** 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.

**4.7.2.** The Tendering Authority will have the right to ask for police verification from the Vendor any point of time.

- 4.7.3. 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. The Vendor will be responsible for any misconduct, theft / attempt of pilferage or misdemeanor on the part of Vendor's employees engaged in the office of the Tendering Authority 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.
- 4.7.4 The losses to government properties, if any by contract laborers, will be recovered from the Vendor. The damage 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
- 4.7.5 The Vendor will have to maintain daily attendance register and get it duly signed by representative of the tendering authority.
- 4.7.6 A complaint register will be kept at suitable location for complaints with regard to any aspect of service provided by the contractor.
- 4.7.7 Vendor is responsible for Verification and compliance of system and procedures as per IT Security Policy/ guidelines of the tendering authority.

**4.8 REPORTING PROGRESS**

- 4.8.1. Service Provider shall monitor progress of all the activities specified in the contract and submit free of cost monthly progress report about various aspects of the work to the tendering authority. The service provider shall also make such reports /Executive summary etc. available on live to the tendering authority. The tendering authority on mutual agreement between both parties may change the periodicity of such reports. Extracts of the progress report to be termed, as "Executive Summary" shall be submitted in 3 copies, along with 3 copies of monthly progress report. The same is required to be submitted in soft copy as well. Formats for such reporting shall be discussed and finalized mutually.
- 4.8.2. The facilities / services, and/or labour to be provided by the Service Provider under the Contract and the manner and speed of execution and maintenance of the work are to be conducted in a manner to the satisfaction of the representative of the tendering authority in accordance with the Contract. Should the rate of progress of the work, compliance to the requirements of the its facilities, or any part of them at any time fall behind the stipulated time for completion or is found to be too slow to ensure completion of the works or insufficient for satisfactory operation of the services, the representative of the tendering authority shall so notify the Service Provider in writing.
- 4.8.3. The Service Provider shall reply to the written notice giving details of the measures he proposes to take to expedite the progress so as to complete the works by the prescribed time. The Service Provider shall not be entitled to any additional payment for taking such steps. If at any time it should appear to the tendering authority or the representative of the tendering authority that the actual progress of work does not conform to the approved programme, the Service Provider shall produce at the request of the representative a revised programme showing the modification to the approved programme necessary to ensure completion of the works within the time for completion or steps initiated to ensure compliance/improvement to the stipulated requirements
- 4.8.4. In case during the services, the progress falls behind schedule or does not meet the desired requirements, the Service Provider shall deploy extra manpower, resources, infrastructure to make up the progress or to meet the requirements. Programme for deployment of extra man power/ resources/ infrastructure will be submitted to the tendering authority for its review and approval, which approval shall not be unreasonably withheld. All time and cost effect in this respect shall be borne, by the Service Provider unless otherwise expressly provided in the Contract.
- 4.8.5 During the course of the work, if the service provider observes any major deficiencies, they should immediately bring such observations, deficiencies, areas of improvement and suggestions for improvement to the notice of the concerned persons. The service provider should also discuss with guide/help the staff of the tendering authority in implementation of the critical and important suggestions
- 4.8.6 At the end of each phase, the service provider should submit a detailed report containing all the observations, deficiencies, areas of improvement and suggestions for improvement, for each system separately.

**4.9 HANDING OVER OF WORKS**

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. The Tendering Authority shall determine the date on which the work is considered to have been completed. 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

**4.10 COMMITTEE FOR SUPERVISION**

The Tendering Authority will be at liberty to set up Committee of Officers to supervise all Services in all the areas mentioned above. 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

**4.11 SUB - CONTRACT**

- 4.11.1 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
- 4.11.2 Vendor should be capable of delivering all the required modules of the Automation system i.e. ICR S/W, EPMS S/W, Scanners & other Hardware.
- 4.11.3 Subcontracting or consortium will not be allowed under any circumstances.

**4.12 LEGAL JURISDICTION**

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

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**CHAPTER – 5**  
**SCOPE OF THE WORK**

**5.1 GENERAL INFORMATION : -**

**5.1.1 ABOUT MPSC -**

The Maharashtra Public Service Commission (MPSC) is an Autonomous Body established under the provisions of the Constitution of India. The Commission in turn provides a smooth and efficient functioning of the Government of Maharashtra by providing suitable candidates for the various Government posts and advising Government on various service matters like formulation of recruitment rules, advice on promotions, transfers and disciplinary actions etc. The Commission conducts recruitment process / Examinations for appointment to the services of Government of Maharashtra and its allied organizations like BMC, BEST etc.

**5.1.2** For Administrative purposes the Office of the MPSC is situated at two places viz. 5<sup>½</sup>, 7<sup>th</sup> and 8<sup>th</sup> Floor, cooperation Telephone Nigam Building, Maharshi Karve Road, cooperation, Mumbai – 400 021 and Bank of India Bldg., 3<sup>rd</sup> floor, M.G.Road, Fort, Mumbai – 400 001. The Vendor has to make all required arrangements at both places for smooth functioning.

**5.2 The entire scope of the work involves: - Printing of Answer Books**

**5.3 Specifications of the Answer Books:-**

**5.3.1 Size** - A4 (8.5 x 11.75 Inches).

**5.3.2 Paper** -- Minimum 90 GSM for first page and Minimum 70 GSM for remaining pages pure white Map litho paper. Side threads sewing to avoid page insertion.

**5.3.3 Number of Pages:** - **36** (Number of Pages may be increased by 2 to 4)

**5.3.4** Variable Data Printing using data given by the Tendering Authority. Perforation shall be done at the space provided for it at the first page. The details will be communicated at the time of the finalisation of the job.

**5.3.5** Watermark logo at the center, Microline and unique 2-D Bar code on the sheets at 3 places as per instructions.

**5.3.6 Security features:** - In page no,3 onwards Microline top Margin line and Currency strip side margin line. There will be two or more additional inbuilt security features like micro lettering etc. on every page of the Answer Book, which will be communicated after the finalisation of the job.

**5.3.7 Numbering** – Numbering at one place as per quantity.

**5.3.8 Packing** - Answer books required to be packed in a single thick polythene bag and further packing in corrugated card board box should be done as per the instructions of the Tendering Authority.

**5.3.9 Colour** – First page of the Answer Book have to be printed on ICR stationary in Orange and Black colour and other pages in Black colour. One side printing on first page and both side printing on remaining pages. First page should be ICR (Intelligent Character Recognition) readable system with Colour Drop Out technology and should be scanable on half white Cathode Tube and Micro Perforation.

**5.3.10 Bar code** – At minimum three places. Bar-code should be scanable on specific CCD or Laser Scanner. Bar Code font as per specific software. Bar code should be printed and not pasted at the place provided for it.

**5.3.11** Utmost consistency in quality of printing and cutting of the Answer-books should be maintained throughout. So that data entered on them can be read accurately. If the Answer Books are found defective or otherwise, penalty @ Rs.20/- per Answer Books is deducted from the Billing Amount or from the Performance Security.

**5.3 Quantity:- Approximately 60,000 Answer Books in three years contract period. The quantity may vary by ± 25 %**

**5.4 General Instructions :-**

**5.4.1** The Art-work regarding text matter of the above mentioned work will be supplied by this office in CD or any other electronics media. The Vendor has to print the required Answer Books as per the instructions of the Tendering Authority. 10 sample copies of the entire printing material should be supplied to the Tendering Authority before final printing.

**5.4.2** In normal circumstances delivery of items should be strictly as per schedule mentioned in the supply order. However in urgent cases items are to be supplied immediately.

**5.4.3** The Vendor should be in a position to supply printed items on Short Notice as and when needed. The Vendor should be able to provide printed items on holidays / Sundays also.

**5.4.4** The quality and quantity of the items may be increased or decreased in accordance with the requirement of the Tendering Authority.

**5.4.5** The Printed Items should be delivered to the Office of the MPSC or anywhere in the Mumbai whenever needed. All the expenses for sending the printed items as per the instructions of the Tendering Authority at appropriate places will be borne by the Vendor only.

**5.4.6** 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 case. All the contact numbers should be invariably given.

**5.4.7** Technical Specification and Nature of Work to be carried out is as per Scope of the Work of the tender document which is approximate and liable for alteration, omission, deduction and addition at the discretion of the Tendering Authority.

**5.4.8** Time is the essence of contract and work specified herein is time bound under the contract. The work should be completed on turnkey basis within a maximum period as given in the price schedule. Penalty clause will be enforced for non-completion of work within the stipulated period.



- 5.4.9** The Vendor has to take input details from the concerned Departments/ Sections from the office of the Tendering Authority. Seven days advance intimation for the Scheduled Examination/Selection will be given from the concerned officers of the Tendering Authority.
- 5.4.10** One of the supervisors of the Vendor should periodically visit the premises and ensure that the services desired as per scope of the works are up to the mark and should also interact with us to ascertain the position from time to time.
- 5.4.11** As Marathi is Official Language of the Government of Maharashtra, the Vendor has to appoint personnel having proficiency with Marathi language. It may be ensured that some of the personnel should have knowledge of Marathi Typing.
- 5.4.12** The specifications of the Answer book should be same as given herein above. The quality of the paper will be examined and verified from appropriate Government Authorities and the bill will be processed after the verification report received from the concerned Government Authority. If it is found that the quality of the paper used for printing of Answer book is not according to the specifications given herein above, the same will be seriously viewed by this office and action will be initiated as per the Law.
- 5.4.13** The Vendor should have facility of 100% verification in all respects before supply. Each consignment should be verified 100% before supply for Quality of Paper, Quantity of Copies in each Box, Barcode, Heading Slip, etc. If any problem arises due to imperfect printing or packing, etc., the consequent damages if any, will have to borne by vendor. A check report must be supplied along with each consignment.
- 5.4.14** The tendering authority reserves the right to visit the premises of the vendor with or without prior notice. During the visit, the tendering authority may take random samples of the printed Answer Books, in case of any defect or deviation from standard printing in the selected samples, the tendering authority could penalize the vendor up to 5% of the contract value.
- 5.4.15** A specimen copy of the printed Answer Books with Bar-Code should be submitted along with Tender offer for assessing the quality of paper and printing. Offers without sample copies will be rejected.

**5.5 CHANGE OF THE SCOPE OF CONTRACT**

- 5.5.1** The Tendering Authority may at any time, by written order make changes within the general scope of contract.
- 5.5.2** If any such change causes an increase or decrease in the cost of, or the time required for the Vendor's performance of any part of work under the contract whether changed or not changed by the order, an equitable adjustment shall be made in the contract price or delivery schedule or both, as per the procedure mentioned herein the Tender Document and the contract shall be accordingly amended.

**5.6 Change ORDERS :**

- (1) The Client may at any time, by written notice to the Contractor, instruct the Contractor to alter, amend, omit, add to or otherwise change any part of the Works.
- (2) Upon notification by the Client of such change, the Contractor shall submit to the Client an estimate of costs for the proposed change (hereinafter referred to as the Change), within ten (10) calendar days of receipt of notice of the Change, and shall include an estimate of the impact (if any) of the Change on the delivery dates under the Contract, as well as a detailed schedule of execution of Works under the Contract.
- (3) The Contractor shall not perform Changes in accordance with instructions above until the Client has authorized a Change Order in writing
- (4) Changes mutually agreed upon shall constitute a part of the work under this Contract, and the provisions and conditions of the Contract shall apply to said Change.

**5.7 TIME LIMIT FOR COMPLETION OF THE TASK :**

The vendor's requirement for the completion schedule of different tasks under the contract is given below:

- (1) The performance of the said tasks should be adhered to as mentioned in the Award of Contract. The schedules for delivery of various tasks shall be finalized mutually between the client and the vendor at the time of Award of Contract.
- (2) All the tasks of the scope of work indicated shall be completed within period agreed/ specified by the tendering authority. The decision taken by the tendering authority in this regard will be final.
- (3) The above time limit may be fine tuned in consultation with the vendor at the time of award of contract depending upon the nature/ scope of the contract.
- (4) The System, as per the initial requirements of MPSC, shall be successfully developed, tested and needs to be made operational on ASP Basis positively in 90 days from the date of issue of Purchase Order.
- (5) Any modifications / deletions to the form / report shall be incorporated and the updated System shall be hosted by the Vendor in maximum 48 hrs. of time frame.

**5.8 DELIVERY:-**

- (1) The Vendor in accordance with the time schedule specified by the client shall make delivery of the items/ tasks/ services. However in urgent cases items/ tasks/services are to be supplied immediately.
- (2) The Vendor should be in a position to supply related reports/ tasks/services on Short Notice as and when needed. The Vendor should be able to provide related reports/ tasks/services on holidays / Sundays also.
- (3) The quality and quantity of the items/ tasks/services may be increased or decreased in accordance with the requirement of the Tendering Authority.
- (4) The related reports/ tasks/services should be delivered to the Office of the MPSC or anywhere in the Mumbai as directed by Tendering Authority whenever needed. All the expenses for sending the related reports/ tasks/services as per the instructions of the Tendering Authority at appropriate places will be borne by the Vendor only.

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

Date: \_\_\_\_\_

**Tender Reference No. : 04/2018**

To

**The Secretary,**

Maharashtra Public Service Commission,  
5<sup>th</sup>, 7<sup>th</sup> and 8<sup>th</sup> Floor, cooperation Telephone Nigam Building,  
Maharshi Karve Road, cooperation, Mumbai – 400 021.

**SUBJECT: TENDER DOCUMENT FOR PARTICIPATION IN THE TENDER PROCESS FOR PRINTING OF ANSWERBOOKS**

Gentlemen:

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 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, if our tender offer is accepted, to perform in accordance with the time schedule specified in the Tender.

If our Bid is accepted we shall submit the performance security amount of Rs. One lakh in the form of Bank Guarantee for the due performance of the Contract during the Contract period 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,**

**5½, 7<sup>th</sup> and 8<sup>th</sup> Floor, Cooperage Telephone Nigam Building,**

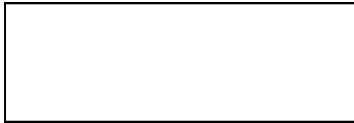
**Maharshi Karve Road, Cooperage, Mumbai – 400 021.**

< 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:-



Authorised Signatory

<Name>

Seal

**This tender document is not transferable**

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

Ref.....

Date: -

To,

**The Secretary,**

Maharashtra Public Service Commission,  
5½, 7<sup>th</sup> and 8<sup>th</sup> Floor, Cooperage Telephone Nigam Building,  
Maharshi Karve Road, Cooperage, Mumbai – 400 021.

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

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**ANNEXURE-4**

MAHARASHTRA PUBLIC SERVICE COMMISSION, TENDER NO. 04/2018

[www.mpsc.gov.in](http://www.mpsc.gov.in) 20

### 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 Company / Firm With Telephone Nos., Fax, E-mail and Website	
(2) Date of Incorporation	
(3) Offices situated at different locations	
(4) Infrastructure facilities	
(5) Turn over for last three years (Audited Annual Accounts and Annual Reports) of three accounting years to be submitted)	
(6) Turn over from Printing related business.	
(7) Executive Profile	
(8) Service Tax Registration Number	
(9) VAT Registration Number	
(10) PAN No.	
(11) Premises / space available in square feet	

#### 2. Details of Manpower:-

2.1 Technical Personnel available:

2.2 Number of Operators:

2.3 Number of Supervisors:

2.4 Number of Managers:

#### 3. Hardware

1. Number of Computers:
2. Number of Printing Machines along with make and models :
3. Number of Bar code Printers along with make and models :
4. Capacity of printing of forms per day :

#### 4. Experience with State Government / Organisation – Yes / No

If Yes, please mention the names along with period.

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.)	Duration

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

#### 5. Experience with any other PSC / Board / University – Yes / No

If Yes, please mention the names along with period.

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.)	Duration

6. List of other Clients (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	Total Value of the Contract (In Rs.)	Duration

7. Quality Certificate, if any:

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

8. 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.)

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

Telephone: Office -

Residence -

Mobile -

Fax No. -

E-mail -

10. Any other information which the bidder thinks necessary to bring to he notice of MPSC.

Place:

Signature:

Date:

Name:

Company Seal

Note:

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

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

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

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ANNEXURE- 5

**DETAILS OF MANPOWER EXCLUSIVELY ASSOCIATED WITH THIS PROJECT**

Sr. No	Name of Employee	Designation in the Company	Total Years of Experience	No. of Years in the Company
1				
2				
3				
4				
5				

Date: -----

Name of the Bidder: -

Place: -----

Signature: -

Seal of the Organisation

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

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**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)**

Sr. No.	Name and Address of the client with Tel. No.	Contact Person and Contact Number	Nature of Job	Number of Answer Books Printed	Total Value of the Contract (In Rs.)	Date of completion of contract		Penalty imposed by clients if any
						As per Contract	Actual	

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

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

Date: -----

Name of the Bidder: -

Place: -----

Signature: -

Seal of the Organisation: -

.....



**ANNEXURE 7**  
**BID SECURITY FORM (BSF)**

Whereas \_\_\_\_\_ (hereinafter called "the Bidder") has submitted its tender offer dated \_\_\_\_\_ 2018 for the supply of \_\_\_\_\_ (hereinafter called "the tender")

KNOW ALL MEN by these presents that WE \_\_\_\_\_ of \_\_\_\_\_ (hereinafter called the Bank) are bound to \_\_\_\_\_ (hereinafter called "THE COMMISSION ") in the sum of \_\_\_\_\_ for which payment well and truly to be made to the Commission, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the Said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

THE CONDITIONS of this obligation are -

- (1) If the Bidder withdraws its tender during the period of tender validity specified by the Bidder on the Tender Form ; or
- (2) If the Bidder, having been notified of the acceptance of its tender by the COMMISSION during the period of tender validity :
  - 2.1 Fails or refuses to execute the contract Form in accordance with the terms and conditions; or
  - 2.2 Fails or refuses to furnish the Performance Security, in accordance with the instruction given in tender document;

We undertake to pay the COMMISSION up to the above amount upon receipt of its first written demand, without the COMMISSION having to substantiate its demand, provided that in its demand the COMMISSION shall note that the amount claimed by it is due, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee shall remain in force up to and including any demand in respect thereof should reach the Bank not later than the above date

\_\_\_\_\_  
**(Authorised Signatory with Seal)**  
**Name of the Bank with detail Address**

**ANNEXURE-8**  
**DECLARATION FOR PRICE SCHEDULE (PS)**

Tender Reference:  
Last date and time for submission of Tender :

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

**SUBJECT : TENDER DOCUMENT FOR PARTICIPATION IN THE TENDER PROCESS FOR PRINTING OF ANSWERBOOKS**

That we are sole owner/authorized agents/ of

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.....

That we/the undersigned agency is equipped with adequate hardware/software/printing machinery and other facilities required for providing services and our establishment is open for inspection by the representatives of MPSC

We hereby offer to provide Services at the prices and rates mentioned in the financial bid (as per financial template).

We do hereby undertake, that,

In the event of acceptance of our bid, the Services shall be provided as stipulated in the work order and the tender terms and conditions to the Bid and that we shall perform the entire incidental services.

The prices quoted are inclusive of all charges inclusive of traveling, hardware/software/ manpower etc. for providing the desired services.

We agree to abide by our offer a period of 180 days from the date fixed for opening of the tenders and that we shall remain bound by a communication within that time.

We have carefully read and understood the terms and conditions of the tender and the conditions of the contract applicable to the tender and we do hereby undertake to provide the services as per these terms and condition.

We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof, the tender document and placement of letter of intent awarding the contract, shall constitute a binding contract between us.

Dated:

Signature:

Company Seal

Name of Agency:

Full Address:

**(One) FORMAT TO BE FOLLOWED FOR THE BID:-**

Sr. No.	Cost Item	Quantity	Rate Per Form	
			In Figures (Rs)	In Words (Rs)
1	Printing of Answer BOOKS as per the Scope of the Work	up to 1000		
		1,001 to 2,000		
		2,001 to 3,000		
		3,001 to 4,000		
		4,001 to 5,000		
		5,001 to 10,000		
		10,001 to 20,000		
		20,001 to 30,000		
		30,001 to 40,000		
		40,001 to 50,000		
		More than 50,001		

**(Two) Time frame for Printing, Packing and Delivery of printed material:-**

Sr. No.	Quantity	Time Frame in days		
		For Printing	For Packing	For Delivery
1	up to 1000			
2	For 1,001 to 2,000			
3	For 2,001 to 3,000			
4	For 3,001 to 4,000			
5	For 4,001 to 5,000			
6	For 5,001 to 10,000			
7	For 10,001 to 20,000			

8	For 20,001 to 30,000			
9	For 30,001 to 40,000			
10	For 40,001 to 50,000			
11	For More than 50,001			

- Note:** - (1) The time frame for printing, packing and delivery will start from the date of receipt of order  
(2) The prices quoted shall be in Indian Currency inclusive of all taxes. **Even if the Government changes any existing tax policy, no changes will be allowed in the rates quoted in the tender, till the completion of tender period. No claims in this regard will be taken into consideration.**  
(3) For the purpose of Commercial Evaluation the Average of the prices quoted by the Bidder against Cost Item will be summed to arrive at lowest Bidder.  
(4) Lump sum or minimum charges should not be quoted. Otherwise it could lead to disqualification of the bid.  
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**ANNEXURE 9**  
**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 Commission") of the other part.

WHEREAS the contractor has tendered for providing Answer books Printing services to the MPSC, Mumbai as per the terms and conditions mentioned in the tender document. Whereas such tender has been accepted and the contractor has deposited with the COMMISSION the sum of Rs. 1,00,000/- (Rupees One Lac only) as performance 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.04/2018 dated \_\_\_\_\_ which shall hold good during period of this agreement.

Upon breach by the contractor of any of the conditions of the agreement, the COMMISSION 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 COMMISSION 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 12 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 COMMISSION may cancel the contract at any time upon giving one months notice in writing without compensating the contractor.

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

The COMMISSION may give notices in connection with the contract.

In consideration of the payments to be made by the COMMISSION, the contractor hereby covenants with the COMMISSION to provide the Services and to remedy defects therein conformity in all respects with the provisions of the Contract.

The COMMISSION 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 COMMISSION, 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.

**Even if the Government changes any existing tax policy, no changes will be allowed in the rates quoted in the tender, till the completion of tender period. No claims in this regard will be taken into consideration.**

Mumbai

CONTRACTOR

Witness:

1. Secretary, Maharashtra Public Service Commission
2. On behalf of the Maharashtra Public Service Commission

**ANNEXURE 10**  
**PERFORMANCE SECURITY FORM (PSF)**

To:  
Secretary,  
Maharashtra Public Service Commission  
5½, 7<sup>th</sup> and 8<sup>th</sup> Floor, Cooperage Telephone Nigam Building,  
Maharshi Karve Road, Cooperage, Mumbai – 400 021.

WHEREAS \_\_\_\_\_ (Name of Bidder) hereinafter called "the Bidder " has undertaken Contract No. \_\_\_\_\_ dated, \_\_\_\_\_ 2018 to render services hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the Bidder shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Bidder's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Bidder a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Bidder, up to a total of \_\_\_\_\_ (Amount of the guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Bidder to be in default under the contract and without cavil or argument, any sum or sums within the limit of \_\_\_\_\_ as aforesaid, without your needing to prove or to show this grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20

Signature and Seal of Guarantors

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

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**Annexure – 11**  
**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) Tender offer form duly filled in. (Annexure -1)
- (2) Bidders Authorization Certificate. (Annexure - 2)
- (3) Self Declaration for unblemished record (Annexure - 3) (Notarized Affidavit)
- (4) Details of Bidder (Annexure - 4)
- (5) Details of Manpower (Annexure-5)
- (6) Performance statement along with necessary Documents (Annexure – 6)
- (7) Copy of GST Registration Certificate from concerned Government Department
- (8) Copy of GST Clearance Certificate or GST payment Challan from concerned Government Department as on 1<sup>st</sup> April, 2018.
- (9) Copies of Certificate of incorporation of the firm (e.g. Registration as Partnership Firm, Proprietary concern, Company etc.)
- (10) Copy of Service Tax Registration Certificate.
- (11) Copy of PAN Card
- (12) Proof in support of experience of Printing of Answer Books for having micro line & 2D Bar code for at least two reputed Clients from among Public Service Commission / Government / Semi-Government Organizations as on **1<sup>st</sup> April, 2018**. Copies of work-orders along with Completion Certificates / Client's Testimonial given by concerned organizations for whom work is done should be submitted.
- (13) Certificate from its C.A. stating that the Bidder is profit making for preceding three (3) years with a minimum annual turnover of Rupees **20 Lakhs** from printing related business as on **1st April, 2018**.
- (14) Proof in support of prominent presence in Mumbai / Thane / Navi Mumbai (Mumbai Shop and Establishment Registration/ MVAT Registration Certificate).
- (15) Copies of its audited financial statements for past three years. (i.e. **2015-16, 2016-17, 2017-18**)
- (16) Copy of ISO 9001:2008 certification.
- (17) Valid solvency certificate worth not less than **20 Lakhs** from the scheduled/Nationalised Bank/Foreign/Private Bank having office or branch in Mumbai.

**Note: 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.**

**Commercial Bid (C1)**

- (1) Declaration for Price Schedule (Annexure-8)

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