

TENDER NO.11/2008

Maharashtra Public Service Commission

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

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Tender Document

For

Scanning and Processing of Answersheets-Answerpapers

[PRICE RS.1000/-]

Total Pages - 27



सत्यमेव जयते

महाराष्ट्र लोकसेवा आयोग
MAHARASHTRA PUBLIC SERVICE COMMISSION



स्वयंभूत निरभिलाषा:
विद्यया लोकहितैः

बैंक ऑफ इंडिया इमारत, ३ रा मजला, महात्मा गांधी मार्ग, हुतात्मा चौक, मुंबई-४०० ००१

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०२२-२२६७ ०२१० / १४८ / २४८ / ३३७ फॅक्स : ०२२-२२६७३९१५

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No. ANS-5008/C.R.30/2008/23

Dt.13th October,2008

SCHEDULE

Tender Reference	No. ASC-5008/C.R.30/2008/23 dt. 13 th October,2008
Price of Tender Document	RS. 1000 /- (Non refundable) (Rupees One Thousand Only)
EMD	Rs. 1,00,000
Quantity	Approximately 4,00,000 Sheets in one year Contract.
Last Date of Sale of Tender Document	17.00 Hrs on Dt. 3 rd November,2008
Last Date and Time for receipt of Tender offers	15.00 Hr. on Dt. 4 th November,2008 Venue - Office of the MPSC.
Time and Date of Opening of Technical Offers	15.30 Hrs on Dt. 4 th November,2008 Venue - Office of the MPSC.
Time and Date of Opening of Commercial Offers	It will be communicated separately.
Place of Opening Tender Offers	Maharashtra Public Service Commission 3 rd floor, Bank of India Bldg., M.G.Road, Hutatma Chowk, Mumbai-1.
Address for Communication	Secretary, Maharashtra Public Service Commission 3 rd floor, Bank of India Bldg., M.G.Road, Hutatma Chowk, Mumbai-1.
Contact Telephone & Fax Numbers	Phone: 22670210, Ext. No. 213 Fax 022 – 22673915. email- sec_mpsc@maharashtra.gov.in

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CHAPTER - I
INSTRUCTION TO BIDDERS FOR SUBMISSION OF BIDS

1.1 PERIOD OF CONTRACT

The contract will be initially for a period of 1 year from the date of issuance of Letter of Award. The contract will be renewable further on the satisfactory execution of work and mutual consent on agreed terms and conditions.

1.2 ELIGIBILITY CRITERIA

- 1.2.1 The invitation to Bid 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.
- 1.2.2 The Bidder shall be profit making for at least two (2) of the last three (3) years with a minimum annual turnover of fifty lakhs from scanning related business.
- 1.2.3 The Bidder shall be in the field of Scanning and Processing of Answer sheets using Image Scanner for last 5 years or more in the field of Image base data processing and preparation of results.
- 1.2.4 The Bidder shall have experience of customising software and suggesting solutions to any Government / Semi- Government Examination environment with ICR Software applications in 5 or more than 5 Institutions.
- 1.2.5 The bidder shall have sufficient setup to handle large volume of work within a certain time limit.
- 1.2.6 The bidder must produce latest valid solvency certificate worth not less than Rs. 50 lakhs from the Scheduled / Nationalized bank./Foreign/Private Bank having office or branch in Mumbai
- 1.2.7 The Bidder should preferably have prominent presence in Mumbai / Thane / Navi Mumbai with sufficient Customer Support Engineers. The Bidder who has no prominent presence 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.
- 1.2.8 The Bidder should have VAT Registration Certificate along with VAT Clearance Certificate or VAT payment Challan from concerned Government Department as on 1st April, 2008.

1.3 COST OF TENDER DOCUMENT

The tender document is available for download from the MPSC Official website during the period as mentioned in Schedule of this Tender Document .Vendors who download the tender document from the website will need to provide a demand draft of Rs. 1,000 (Rupees One Thousand only) drawn in favour of Secretary, Maharashtra Public Service Commission payable at Mumbai at the time of submission of bid. There would be no provision for sale of Tender Document from the office of the Maharashtra Public Service Commission. Only those Tender offers shall be accepted for evaluation which are accompanied by non-refundable Tender Fee of Rs.1,000/- (INR One Thousand Only) in the form of Demand Draft .

1.4 SOFT COPY OF BID

On request, the soft copy of the Tender Document will be made available to the bidder. However, the MPSC / Tendering Authority shall not be held responsible in any way for any errors / omissions / mistakes in the soft copy.

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 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 AMENDMENT OF BIDDING DOCUMENTS

- 1.7.1. At any time prior to the deadline for submission of bids, the Tendering Authority may, for any reason, whether on its own initiative or in response to the clarification requested by a prospective bidder, modify, change, incorporate or delete certain conditions in the bidding document.
- 1.7.2. 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.
- 1.7.3. 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.

1.8 NON-TRANSFERABLE BID

The tender document is not transferable.

1.9 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 on the due date without assigning any reason whatsoever

1.10 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.

1.11 BID FORM

The Bidder shall complete the Bid Form and the appropriate Commercial Bid furnished in the documents indicating prices against each item.

1.12 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.

1.13 EARNEST MONEY DEPOSIT (EMD)

- 1.13.1. Bidders are required to submit the Bank Guarantee amounting to Rs.1,00,000/- (Rupees One Lakhs Only) valid for Three months from the date of issue, as Earnest Money Deposit. This Bank Guarantee must be submitted in the format specified in Earnest Money Deposit Form (**Annexure - 7**). Offers made without Earnest Money Deposit shall be rejected. The Bank Guarantee must be of a **Scheduled Bank / Nationalized Bank / Reputed Foreign/Private Bank having office or branch in Mumbai**.
- 1.13.2. 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.
- 1.13.3. The successful Bidder's Earnest Money Deposit shall be discharged upon the Bidder executing the Contract Form and furnishing the Performance Security / Security Deposit.
- 1.13.4. The Earnest Money Deposit shall be forfeited and Bid shall be rejected:
 - a) If a Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid form or
 - b) In case of a successful Bidder, if the Bidder fails:
 - (i) To sign the contract form in accordance with the terms and conditions
 - (ii) To furnish performance security/security deposit as specified in this tender

1.14 CONTENTS OF ENVELOPES

- 1.14.1. Bids shall have to be submitted in two separate Envelopes comprising of Technical Bid & Commercial Bid. All two inside envelopes should be separately securely sealed and / or stamped. The sealed envelopes must be super-scribed with the following information:

- * Type of Offer (Technical or Commercial)
- * Tender Reference Number
- * Name of Bidder

1.14.2. TECHNICAL BID (Envelope- I) [FIVE Copies]

(One) The format for submission of Technical Offer is as follows:

- (1) Demand Draft for Processing Fees.
 - (2) Index
 - (3) Tender offer form duly filled in. (Annexure -1)
 - (4) Bidders Authorization Certificate. (Annexure 2)
 - (5) Self Declaration for unblemished record (Annexure – 3)
 - (6) Details of Bidder (Annexure - 4)
 - (7) Details of Manpower (Annexure-5)
 - (8) Performance statement along with necessary Documents (Annexure - 6)
 - (9) Bid Security / Earnest Money Deposit (Annexure –7)
 - (10) VAT Registration Certificate along with VAT Clearance Certificate or VAT payment Challan from concerned Government Department as on 1st April, 2008.
 - (11) Tender Document duly signed.
 - (12) Copies of the Certificate of incorporation of the firm (e.g. Registration as Partnership Firm, Proprietary concern, Company etc.)
 - (13) Copy of the Factory Registration Certificate.
 - (14) Copy of the PAN Card
 - (15) Proof in support of Scanning and Processing of Answer sheets using Image Scanner for last 5 years or more in the field of Image base data processing and preparation of results.
 - (16) Proof in support of experience of customising software and suggesting solutions to any Government / Semi- Government Examination environment with ICR Software applications in 5 or more than 5 Institutions.
 - (17) .Certificate from its C.A. stating that the Bidder is profit making for at least two (2) of the last three (3) years with a minimum annual turnover of fifty lakhs from scanning related business.
 - (18) Proof in support of prominent presence in Mumbai or certificate stating that bidder is ready to make alternative arrangement.
 - (19) Original Solvency certificate
 - (20) Copies of its audited financial statements for past three years (i.e. 2007-06, 2006-05, 2005-04). Copy of audited financial statement for 2007-08 will also be considered, if submitted.
 - (21) Copies of the certificate stating 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 and Criminal)
- (Two) 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 in an organized and neat manner. No documents, brochures, etc. shall be submitted in loose form. All the pages shall be serially numbered.
- (Three) The bidder shall give profiles of the key people who shall be exclusively associated with the Contract .The format for the same is given at **Annexure-5**.
- (Four) Tenders shall be forwarded on the letter Head of the firm, which should contain PAN /TIN No. / STD Number. /Phone Number/Fax Number. /URL, email, and other details of the firm.
- (Five) **Language of proofs** : In case any of the Document submitted is in a language other than Marathi or English, a certified copy of translation of the same in Marathi or English should be enclosed and the translation be also certified by the professional who has otherwise certified the said proofs.

1.14.3 COMMERCIAL BID [ONLY ONE COPY]

- (a) Second envelope shall be marked as envelope No.2 "Commercial Envelope" which contains only price schedule in the prescribed Pro-forma in **(Annexure - 8)**
- (b) The Commercial bid shall be on fixed price basis, inclusive of all taxes. 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.
- (c) Any assumption on which the quotation shall be based should be clearly mentioned on a separate sheet and submitted along with Bid.

1.15 SIGNING OF BIDS

- 1.15.1** The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign the Bidder on every pages and all the pages should be serially numbered. The Authorization Letter **(Annexure- 2)** shall be supported by written power-of-attorney accompanying the bid. The person or persons signing the bid shall initial all pages of the bid, except for un-amended printed literature.
- 1.15.2** Any interlineations, erasures or overwriting shall be valid only if the person or persons signing the bid, attesting them.

1.16 COMPLETENESS OF BIDS

The bid shall be summarily rejected if all or any of the above documents mentioned are not enclosed in technical bid. Further, if unsealed commercial bid is found in the envelope containing "Technical Bid", the complete Bid shall be summarily rejected.

1.17 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.

1.18 SEALING, MARKING AND SUBMISSION OF BIDS

- 1.18.1** The Technical Bid and the Commercial Bid shall be placed in a separate envelope super scribed: "Technical bid" or "Commercial Bid", as the case may be, followed by the words "**Invitation of Bids for Scanning and Processing of Answersheets/Papers**" Name of the bidder and contact address should also be written on the envelope.
- 1.18.2** The Bidders shall seal the envelope No.1 as Technical envelope and Envelope No.2 as Commercial envelope in separate inner envelopes, duly marking the envelopes as "Envelope No.1, Technical Envelope" and "Envelope No.2 Commercial Envelope". The two envelopes shall be placed in an outer envelope. The inner and outer Envelopes shall also be addressed to **Secretary, Maharashtra Public Service Commission, 3rd floor, Bank Of India Bldg., M.G.Road, Fort, Mumbai - 400 001**. The name and address of the Bidder shall be written on outer envelope to facilitate return unopened in case it is declared "late".
- 1.18.3** If the outer envelope is not sealed and marked, the Tendering Authority shall assume no responsibility for the Bid's misplacement or premature opening.
- 1.18.4** Telex, cable or facsimile bids shall be rejected.

1.19 DEADLINE FOR SUBMISSION OF BIDS

- 1.19.1.** Bids must be received by the Tendering Authority at the address, not later than the time and date specified in the Invitation for Bids. 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

Any bid received by the Tendering Authority after the deadline for submission of bids prescribed, shall be rejected and/or returned unopened to the Bidder.

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 180 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.

BID OPENING AND EVALUATION

1.23 EVALUATION COMMITTEE

The 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 as per the schedule.
- 1.24.2.** The technical bids envelope shall be opened 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. No Bid shall be rejected at the opening, except for late bids, received inadvertently which shall be returned unopened to the bidders.
- 1.24.3.** The financial bid covers shall be listed and put into a bag and shall be sealed. The sealed bag of financial bids shall be in custody of a designated officer and 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 bidder's or it's duly authorised representatives. The bidder representatives who are present shall sign a register evidencing their attendance. Only one representative per applicant shall be permitted to be present at the time of opening the tender.
- 1.24.5** Bids that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids shall be returned unopened to the bidders.

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, and whether the bids are generally in order.
- 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.

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 SELECTION PROCEDURE

A duly constituted /Nominated Committee will evaluate the Technical bids received. Technical assessment will be based on Profile and Track Record, Design and Layout of content and presentable. On the basis of technical assessment, top 3-5 Bidders will be short listed and the financial bids of these Bidders only will be opened.

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 bidder whose commercial offer has been determined to be lowest will be selected and awarded the contract. The Tendering Authority shall have right to negotiate with the successful Bidder for lowering the Bid Price.
- 1.32.2** The commercial bid will be evaluated on the basis of cost effectiveness of the solution. The bidder whose commercial offer has been determined to be economical will be selected finally subject to the discretion of the tendering authority.

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 OR FRAUDULENT PRACTICES.

- 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 are defined as follows:
- (1)** "Corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of the public official in the procurement process or in contract execution; and
 - (2)** "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or a execution of a contract to the detriment of the Tendering Authority, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial noncompetitive levels and to deprive the Tendering Authority of the benefits of the free and open competition;
- 1.34.3** The Tendering Authority shall reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- 1.34.4** The Tendering Authority shall declare a firm ineligible, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract.

1.35 NOTIFICATION OF AWARD

- 1.35.1** Prior to expiration of the period of bid validity, the Tendering Authority shall notify the successful bidder in writing that its bid has been accepted.
- 1.35.2** Upon the successful bidder's furnishing of Performance Security /Security Deposit, 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.

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" 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(s) or a consortium having proper legal Agreement between the parties with the lead firm taking the full responsibility of managing the project as required in the tender. The word "Bidder" when used in the pre award period shall be synonymous with "Vendor" 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 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 supply of the Goods, such as transportation and insurance and 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 DEVELOPMENTAL PURPOSE.

All Hardware and Software required shall be of the Vendor and at vendor's cost.

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 following:
- (1) Drawings, designs, or specifications under the Contract that are to be specifically developed for the Tendering Authority;
 - (2) 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 schedule, 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 with Members of eminent Public Institutions and the Members having experience in related fields 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 All data, reports, notes, drawings, specifications, statistics, plans and other documents and data compiled or made by the Vendor while performing the Services shall be the exclusive property of the Commission and the Vendor shall have no copyright or other interest therein, and upon sooner determination of the contract or Termination of the Engagement, the said documents and records shall be submitted to the Commission or disposed of as Commission may direct
- 2.9.11 The Vendor shall at all time refrain from showing the report/work in progress or the completed report/work to any person not duly authorized by the Commission in writing.
- 2.9.12 The Vendor at any time shall not show or submeet 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 as mentioned in the Scope of the work
 - (3) The Vendor shall appoint at the Commencement of the Project one of its representatives as a coordinator who shall act as a single point of contact with the Commission during the conduct of the project
- 2.10.2 The Commission shall be responsible for the following activities during the course of the assignment:
- (1) Provide information/data/clarifications for printing 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 printing 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.

CHAPTER – 3
COMMERCIAL TERMS

3.1 PAYMENT SCHEDULE

Payment will be made against bill presented soon after the completion of the work as per the scope of the work of every examination in good and satisfactory condition and after verification of the services/reports conforming to the quality and specifications

3.2 PENALTY

- 3.2.1** Any discrepancies relating to irregular maintenance, delay in uploading of new features (content, animation, etc), developing of banners, revamping and maintaining of time line (time bound) and any other shortfall may lead at-least to a penalty of Rs.5000/- or more to be deducted from the half yearly maintenance bill submitted by the vendor. However, if the delay is caused due to unavoidable circumstances, then Tendering Authority reserves the right to waive off the compensation.
- 3.2.2** In case of delay beyond two weeks 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 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.

3.4 TERMINATION

- 3.4.1** 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 within the period(s) specified in the Contract,
 - (2) If the Vendor fails to perform as per the Quality standards.
 - (3) If Vendor, in the judgment of the Tendering Authority has engaged in corrupt or fraudulent practices in competing for or in executing Contract.
 - (4) For the purpose of this clause:-
 - (a) " Corrupt practice " - means the offering, giving, receiving or soliciting of any thing of value to influence the action of the public official in the procurement process or in contract execution; and
 - (b) "Fraudulent practice" - means a misrepresentation of facts in order to influence a procurement process or a execution of a contract to the detriment of the Tendering Authority, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial noncompetitive levels and to deprive the Tendering Authority of the benefits of the free and open competition;
- 3.4.2** 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.
- 3.4.3** 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..

3.5 CONSEQUENCES OF TERMINATION

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.

3.6 FORCE MAJEURE

- 3.6.1** 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.
- 3.6.2** 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.
- 3.6.3** 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.
- 3.6.4** 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.

3.7 RESOLUTION OF DISPUTES

- 3.7.1** 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.
- 3.7.2** If, after thirty (30) days from the commencement of such informal negotiations, the Tendering Authority and the Vendor have been unable to resolve amicably a contract dispute, all such disputes, differences, claims and demands arising under the contract shall be referred to arbitration of a sole Arbitrator to be appointed by the mutual consent. All arbitrations shall be held in Mumbai.
- 3.7.3** If arbitrator fails to settle the matter, the matter shall be referred to the competent court of law having jurisdiction at Mumbai only.

3.8 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.

3.9 APPLICABLE LAW

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

3.10 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.

3.11 NOTICES

- 3.11.1. 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
- 3.11.2. 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-

CHAPTER - 4
TERMS & CONDITIONS SPECIFIC TO THE CONTRACT

4.1 SECURITY DEPOSIT / PERFORMANCE GUARANTEE

- 4.1.1 The successful Vendor shall furnish Security Deposit as a Performance Guarantee of 10% of contract value or Rs 1,00,000 (Rs One Lakhs Only) whichever is more, 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 remain valid for a period of 60 days beyond the contract period. On extension of the contract the successful Vendor shall have to extend the validity of this bank guarantee for the period for which extension has been awarded. This extended bank guarantee should also remain valid for a period of 60 days beyond the period of which extension has been granted. The pro forma 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 payments, 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 No advance payment is admissible under any circumstances.
- 4.4.2 The payment shall be made after successful completion of the work as per the Schedule mentioned in Chapter - 3 Para 3.1.

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:-
" 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 SUB - CONTRACT

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 Commission 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

4.7 LEGAL JURISDICTION

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

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SCOPE OF WORK AND DETAILED TECHNICAL SPECIFICATIONS**5.1 GENERAL INFORMATION :-****5.1.1 ABOUT MPSC -**

The Maharashtra Public Service Commission (MPSC) is an apex 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 the suitable candidates for the various Government posts and advising them on various service matters like formulation of recruitment rules, advice on promotions, transfers and disciplinary actions etc. The Commission has been entrusted with the following major functions:-

5.1.1.1 To conduct Examinations for appointment to the services of Government of Maharashtra and its allied organizations.

5.1.1.2 Advise Government of Maharashtra on:-

- (1) Matters relating to methods of recruitment to the various services
- (2) Suitability of candidates for appointment to the services through Promotions, Deputations and Nomination
- (3) In making promotions and transfers from one service to another
- (4) Disciplinary matters affecting Government servants
- (5) Claims for reimbursement of legal expenses incurred by Government Servants while defending legal proceedings instituted against them for acts done or purporting to be done in the execution of their duties.
- (6) Claims for award of injury/family pension to Government servants
- (7) Any other matter referred to them by the Government

5.1.1.3 To hold Departmental Examinations for certain Government Servants for promotions, confirmations etc.

5.1.1.4 In addition, in the State of Maharashtra, Under section 80-B of the Mumbai Municipal Corporation Act, the Commission have been entrusted with the responsibility of advising -

- (1) The Municipal Corporation of Greater Mumbai regarding appointments to posts of Executive Engineer and above under the control of Corporation
- (2) The Mumbai Electric Supply and Transport undertaking regarding appointments to posts in Grade A – I and above

5.1.2 MPSC Organization Structure**5.1.2.1 The major Wings and Branches at MPSC are as follows:**

- (1) Pre – Examination Wing
- (2) Post Examination Wing
- (3) Confidential Wing
- (4) Direct Recruitment Wing
- (5) Departmental Examination Branch
- (6) Appointment Wing
- (7) Establishment Branch
- (8) Accounts Branch
- (9) IT Branch
- (10) Legal Branch
- (11) Vigilance Branch
- (12) Statistics Branch

5.1.2.2 For administrative purposes, some of the Wings and Branches have been clubbed together to function under a Deputy Secretary. Each such Wing/Branch or group of Wing/Branch is headed by a Deputy Secretary who is responsible for all the activities and functions of the respective Wing/Branch. There are five Deputy Secretaries heading five different Wing/Branch or group of Wing/Branch (the detailed structure has been provided later). The entire functioning of MPSC is divided into different desks under the Wing/Branch. Some of the desks like the legal Desk, the statistics Desk etc, although reporting to a Deputy Secretary in charge of a specific Wing/Branch, actually cater to the whole of the Commission.

5.2 PROJECT SUMMARY:-

5.2.1 MPSC has envisaged the Maharashtra Public Service Commission Automation System (MPSCAS) project, an initiative to reengineer certain business processes, adopt the best practices in their domain and to automate the system, which would facilitate smooth and efficient functioning of the Maharashtra Public Service Commission. The Commission wants to achieve efficient delivery of services by leveraging IT, which in turn would -

- (1) Ensure transparency in the overall Examination and selection process
- (2) Increase efficiency in each and every aspects of the Commission's working
- (3) Facilitate rendering of quality services to the public through participatory initiatives
- (4) Form interfaces for all stakeholders within the Commission as well as for outsiders

5.2.2 The proposed automation solution while allowing organization of all the wings / branches activities through a web base solution, would also serve as a communication and workflow tool for the wings / branches to facilitate their processes.

5.3 The entire scope of the work involves:-

5.3.1 Onsite Scanning and Processing of Answer sheets and Answer Scripts with Bar-Codes using Image Scanner and preparation of result or data sheets and data analysis sheets for eligibility, preparation of statistics, result etc. in requisite format.

5.3.2 Preparation of error free & appropriate data sheets from scanned forms / documents.

5.3.3 Checklist (if require)

5.3.4 Various reports required by the Tendering Authority in respect to the eligibility criteria, clearance of data and other Result oriented reports as per the requirement..

5.3.5 Printing of Interview Call Letters or other related reports on Laser Printer as per the requirement.

- 5.3.6 Printing of Muster, Interview Mark-statements, Mark-sheets, Display sheets, Recommendation letters or other related reports on Laser Printer as per the requirement.
- 5.3.7 This office will supply Electricity, Space, Furniture, Computers and Printers. The Vendor has to use his own Scanner and required software. The Scanning work should be done in the office of the Commission and required outputs would have to be given as per the requirements. There is single side scanning. After Scanning, the processing has to be carried out separately by two different methods. Any discrepancy if found shall be rectified as and when required. After removal of the discrepancy, Reports as per the requirement should be given.

5.4 Specifications of the Answer Sheets/ Papers :-

- 5.4.1 Size-A4-For MCQ Answer sheets minimum 105 gsm and for Answer scripts minimum 90 gsm pure Sunshine Paper.(±10 GSM) Single side Scanning . Form is ICR (Intelligent Character Recognition) Readable system with Colour Drop Out Technology. Form is Scanable on half white Cathode Tube and Micro Perforation. Bar-Code is Scanable on specific CCD or Laser Scanner. Bar-Code Font as per specific Software. Some of the Answer Papers may contain Bar-code of 2-D character.
- 5.4.2 The pre-printed and other Stationary required for the above mentioned work will be supplied by this office The Vendor has to print the required outputs as per the requirement of the Tendering Authority

5.5 Quantity:- Approximately 4,00,000 in one year contract period. The quantity may vary by ± 25 %

5.6 DELIVERY:-

- 5.6.1 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.
- 5.6.2 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.
- 5.6.3 The quality and quantity of the items/ tasks/services may be increased or decreased in accordance with the requirement of the Tendering Authority.
- 5.6.4 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.
- 5.6.5 An unexcused delay by the vendor in the performance of its delivery obligations shall render him liable to any or all of the following penalties: -
- (1) In case of non/ partial Supply of the items/ material/services within a stipulated period, penalty @ 2% per month of a unfinished task will be imposed and a further maximum period of one month shall be given for the completion.
 - (2) Thereafter, the client/consultant shall be liable for the imposition of liquidated damage and termination of the contract for default.

5.7 DATA-CDs

- 5.7.1 After rectifying the mistakes, if any, after all the processing is over, all the data CDs be handed over to the Commission in the required database structure like latest version of MS Excel, MS Access & MS SQL etc.
- 5.7.2 All the data be preserved for six months from the date of reports and thereafter are to be submitted to this office or till specific instructions if given earlier.
- 5.7.3 Care also should be taken to see that the Data Processing is absolutely devoid of any error.
- 5.7.4 If any problem in understanding the requirement of processing arises, the matter be discussed with the concerned Officers before proceeding further.

5.8 INTERFACES WITH OTHER SYSTEMS

- 5.8.1 The MPSC Application Software to be designed and developed by the successful bidder would have interfaces with various standard Government applications. Although the integration is not in scope of this project, but the successful bidder should ensure that the designed software provides Application Program Interfaces (API) to ensure maximum interoperability so that ensuring integration becomes simple in the subsequent phases of the project.
- 5.8.2 Similarly, MPSC might incorporate Data Warehousing and Data Mining solutions at a later date, and the data structure should be designed keeping such future needs in consideration.

5.9 SECURITY OF SYSTEMS AND DATA

- 5.9.1 The Bidder shall, to the extent relevant and possible, be guided by the standard information Systems Security Policies and Guidelines or suitable Industry standards
- 5.9.2 The software solution shall contain all suitable security features and firewalls using the latest features to protect and secure the databases used by the proposed system, data in transit etc.
- 5.9.3 The software solution shall be designed and developed in a manner that will enable incorporation of any commercially available PKI security solution.
- 5.9.4 Appropriate access and authorization controls should be incorporated into software.

5.10 TIME LIMIT FOR COMPLETION OF THE TASK

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

- 5.10.1 The delivery period 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.
- 5.10.2 All the tasks of the scope of work indicated shall be completed within period agreed/ specified by the client.
- 5.10.3 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.

5.11 INTELLECTUAL PROPERTY RIGHTS

- 5.11.1 All Software including source code, plans, drawings, CASE tools, specifications, designs, reports and other documents prepared by the vendor in the execution of the contract shall become and remain the property of the client, and before termination or expiration of this contract, the vendor shall deliver all such documents to the client, together with source code of the Application Software so developed under the contract along with the detailed inventory thereof.
- 5.11.2 Vendor must ensure that no property of the client shall go out
- 5.11.3 PASSING OF PROPERTY: Ownership of Source Code developed by the developer shall be the property of the client.

5.12 OTHER CONDITIONS

- 5.12.1 Latest Technologies will be used for the proposed solution by taking the consent of the Client before finalizing the tools and technologies to be used for development.
- 5.12.2 Travel, boarding and lodging of the vendor's team on their visits to the destination would not be paid by the client.
- 5.12.3 The Vendor shall indemnify the Client against all third-party claims of infringement of patent, trademark/ copyright or industrial design rights arising from the use of the supplied software and related services or any part thereof.
- 5.12.4 The Vendor shall provide training on appropriate aspects of the Software and Hardware or any other aspect that Client feels necessary to such persons nominated by the Client.
- 5.12.5 The vendor shall provide adequate and appropriate support and participation on a continuing basis for at least 1 year after expiry of contract period or termination or suspension (as case may be) in fine-tuning supplied Software, related utilities, documentation and training to meet the requirement of the client.

5.13 CLIENTS RIGHTS TO VARY THE SCOPE OF CONTRACT

- 5.13.1 The client may at any time, by written order make changes within the general scope of contract.
- 5.13.2 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.

5.14 VENDOR'S PERSONNEL

- 5.14.1 The vendor shall employ and provide such qualified and experienced personnel as are required to perform the services under the contract.
- 5.14.2 During the contract period and after the end of the contract period, the vendor shall refrain from canvassing the client with the view to procure employment to the vendor's personnel.

5.15 VENDOR'S PROJECT MANAGER

- 5.15.1 The vendor shall ensure that at all times during the currency of the contract a Project Manager, acceptable to the client, shall take charge of the performance of the contract.
- 5.15.2 The vendor may replace Project Manager with the prior approval of the Tendering Authority. But in no case such replacement shall hamper the obligations to be performed by the vendor.
- 5.15.3 Project Manager shall be responsible for managing the activities of its personnel and any subcontracted personnel.
- 5.15.4 There should be at least Three responsible persons who shall carry out data entry as well as interpretation part deployed in the office of the Tendering Authority of whom at least one shall be a Programmer
- 5.15.5 The Vendor should provide 24x7 telephone technical support. 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.

5.16 PROJECT CHANGE MANAGEMENT

The proposed methodology to manage change in the scope and schedule during the course of the project must be described in detail in the bid. It should be possible to take up scope and schedule changes at the earliest possible time during the project in a planned manner.

5.17 PROBLEM ESCALATION

Problem escalation mechanism should be detailed in your technical bid. The escalation should cover each level of the organization up to the level of the CEO of the organization.

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ANNEXURE-1
TENDER OFFER FORM (TOF)

Date: _____

Tender Reference No.:

To

The Secretary,

Maharashtra Public Service Commission, Bank of India Building, Third Floor, M.G. Road, Fort, Mumbai - 400001.

SUBJECT: TENDER DOCUMENT FOR PARTICIPATION IN THE TENDER PROCESS FOR SCANNING AND PROCESSING OF ANSWERSHEETS/PAPERS

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

I/We declare that we are an established service Provider in the area of Development, Hosting and Maintenance of Website under the name and style of.....

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

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

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

If our Bid is accepted we shall submit the performance guarantee of bank in a sum of Rs.10,000/- or 10% of the Contract Price whichever is higher 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

Encl.: - (A) Envelope-1

- (1) Demand Draft for Processing Fees.
- (2) Index
- (3) Tender offer form duly filled in. (Annexure -1)
- (4) Bidders Authorization Certificate. (Annexure 2)
- (5) Self Declaration for unblemished record (Annexure – 3)
- (6) Details of Bidder (Annexure - 4)
- (7) Details of Manpower (Annexure-5)
- (8) Performance statement along with necessary Documents (Annexure - 6)
- (9) Bid Security / Earnest Money Deposit (Annexure –7)
- (10) VAT Registration **Certificate** along with VAT Clearance Certificate or VAT payment Challan from concerned Government Department as on 1st April, 2008.
- (11) Tender Document duly signed.
- (12) Copies of the Certificate of incorporation of the firm (e.g.Registration as Partnership Firm, Proprietary concern,Company etc.)
- (13) Copy of the Factory Registration Certificate.
- (14) Copy of the PAN Card
- (15) Proof in support of Scanning and Processing of Answer sheets using Image Scanner for last 5 years or more in the field of Image base data processing and preparation of results.
- (16) Proof in support of experience of customising software and suggesting solutions to any Government / Semi- Government Examination environment with ICR Software applications in 5 or more than 5 Institutions.
- (17) Certificate from its C.A. stating that the Bidder is profit making for at least two (2) of the last three (3) years with a minimum annual turnover of fifty lakhs from scanning related business.
- (18) Proof in support of prominent presence in Mumbai or certificate stating that bidder is ready to make alternative arrangement.
- (19) Original Solvency certificate
- (20) Copies of its audited financial statements for past three years (i.e. 2007-06, 2006-05, 2005-04). Copy of audited financial statement for 2007-08 will also be considered, if submitted.
- (21) Copies of the certificate stating 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 and Criminal)

(B) Envelope-2

Price Schedule (Annex ure-8)

.....

ANNEXURE-2

BIDDER'S AUTHORISATION CERTIFICATE

To,
The Secretary,
Maharashtra Public Service Commission,
Bank of India Building,
Third Floor, M.G.Road,
Mumbai 400001

< 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

.....

ANNEXURE-3
SELF-DECLARATION

Ref..... Date: -

To,

The Secretary,

Maharashtra Public Service Commission,

Bank of India Building,

Third Floor, M.G.Road,

Mumbai 400001.

In response to the tender No.....Dated..... as a owner/partner /Director of 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.

Name of the Bidder: -

Signature: -

Seal of the Organization: -

.....

**ANNEXURE-4
DETAILS OF BIDDER**

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

1. General Profile of the Company/Firm:-

(1) Name and Address of the 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 Scanning related business.	
(7) Executive Profile	
(8) Service Tax Registration Number	
(9) Sales tax 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

- 3.1 Number of Computers:
3.2 Number of Image Scanners along with make and models :
3.3 Number of Printers along with make and models :
3.4 Capacity of Scanning of forms per day :
3.5 Capacity of printing of forms per day :

4. List of 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.)

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

5. Quality Certificate, if any:

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

6. Awards for products/Services, if any:

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

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

Telephone: Office -

Residence –

Mobile -

Fax No.:

E-mail:

Place:

Signature:

Date:

Name:

Company Seal

Note:

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

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

.....

ANNEXURE-5

DETAILS OF MANPOWER EXCLUSIVELY ASSOCIATED WITH THIS PROJECT

NAME OF THE FIRM: _____

(1)

Sr. No	Name and Designation of the Person	Qualification	Experience
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

- (2) Problem Escalation Mechanism with name, designation and contact details at each level up to the level of CEO
- (3) Proposed Quality Plan.
- (4) Proposed Software Change Management Methodology.
- (5) Proposed Methodology to complete this project.

Date: -----

Name of the Bidder: -

Place: -----

Signature: -

Seal of the Organisation

.....

ANNEXURE-6
PERFORMANCE STATEMENT

Bid No. Date of opening.....

Name of the Firm-----

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

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

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

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

Date: -----

Place: -----

Name of the Bidder: -

Signature: -

Seal of the Organisation: -

.....

ANNEXURE-7
BID SECURITY FORM (BSF)

Whereas _____ (hereinafter called "the Bidder") has submitted its tender offer dated _____ 2008 for the supply of _____ (hereinafter called "the tender")

KNOW ALL MEN by these presents that WE _____ of _____ (hereinafter called the Bank) are bound upto _____ (hereinafter called "THE COMMISSION ") in the sum of _____ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its sucesors and asssigns by these presents. Sealed with the Common Seal of the Said Bank this _____ day of _____ 2008.

THE CONDITIONS of this obligation are :

If the Bidder withdraws its tender during the period of tender validity specified by the Bidder on the Tender Form ; or

If the Bidder, having been notified of the acceptance of its tender by the TENDERING AUTHORITY during the period of tender validity :

fails or refuses to execute the contract Form if required; or

fails or refuses to furnish the Performance Security, in accordance with the instruction given in tender document;

We undertake to pay the TENDERING AUTHORITY up to the above amount upon receipt of its first written demand, without the TENDERING AUTHORITY having to substantiate its demand, provided that in its demand the TENDERING AUTHORITY shall note that the amount claimed by it is due it 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 and 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
PRICE SCHEDULE (PS)

Tender Reference:

Last date and time for submission of Tender :

The Secretary, Maharashtra Public Service Commission, Bank of India Building, Third Floor, M.G. Road, Fort, Mumbai-400001

SUBJECT: TENDER DOCUMENT FOR PARTICIPATION IN THE TENDER PROCESS FOR SCANNING AND PROCESSING OF ANSWERSHEETS/PAPERS

That we are sole owner/authorized agents/ of

.....
.....

That we/the undersigned agency is equipped with adequate hardware/software 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 what 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.

-PRICE SCHEDULE:-

Sr No.	Cost Item	Quantity of Sheets	Rate Per Sheet	
			In Figures	In Words
1	Scanning and Processing of Answer sheets/Papers as per the Scope of the Work	up to 2000		
		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		
		50,001 to 1,00,000		
		More than 1,00,000		

(Two) Time frame for Scanning and Processing of Answer sheets:-

Sr. No	Quantity	Time Frame in days		
		For Scanning	For Processing	For Printing of required items
1	upto 2000			
2	For 2,001 to 3,000			
3	For 3,001 to 4,000			
4	For 4,001 to 5,000			
5	For 5,001 to 10,000			
6	For 10,001 to 20,000			
7	For 20,001 to 30,000			
8	For 30,001 to 40,000			
9	For 40,001 to 50,000			
10	For 50,001 to 1,00,000			
11	For More than 1,00,000			

- Note: - (1)** The time frame for processing will start from the date of receipt of last Answer sheet
(2) The time frame for printing of required items will start from date of clearance of data. The required items means Printing of Interview Letters, Muster, Mark Statements, and other various reports as per the requirements of the Tendering Authority.
(3) The prices quoted shall be in Indian Currency inclusive of all taxes
(4) For the purpose of Commercial Evaluation the Average of the prices quoted by the Bidder against Cost Item will summed to arrive at lowest Bidder.

I / We agree to abide by the Terms and Conditions specified in this Tender and the event of my / our Tender being successful I / we abide by it and to arrange supplies to your entire satisfaction.

Dated:

Signature:

Company Seal

Name of Agency:

Full Address:

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 MPSC") of the other part.

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

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

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

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

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

This agreement shall remain in force until the expiry of 12 months from the date of entering into the contract but the Tendering Authority may cancel the contract at any time upon giving one months notice in writing without compensating the contractor.

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

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

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

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

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

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

Mumbai

CONTRACTOR

Witness:

- 1.
- 2.

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

ANNEXURE-10
PERFORMANCE SECURITY FORM (PSF)

To:
(Name of Indenter)

WHEREAS _____(Name of Bidder) hereinafter called "the Bidder " has undertaken Contract No. _____ dated, _____ 2008 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 _____ 2008.

Signature and Seal of Guarantors

Date _____

Address: _____
