

TENDER NO.5/2008

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 Application Forms

[PRICE RS.1000/-]

Total Pages - 26

MAHARASHTRA PUBLIC SERVICE COMMISSION

No. ASC-5208/C.R.15/2008/23

Maharashtra Public Service Commission,
Bank of India Building. 3rd floor,
Hutatma Chowk, Fort,
Mumbai 400 001.
Dt. 4th June,2008

SCHEDULE

Tender Reference	No. ASC-5208/C.R.15/2008/23 dt. 4 th June,2008
Price of Tender Document	RS. 1000 /- (Non refundable) (Rupees One Thousand Only)
EMD	Rs. 1,00,000
Quantity	Approximately 4,00,000 Applications in one year Contract.
Last Date of Sale of Tender Document	17.00 Hrs on Dt. 24 th June,2008
Last Date and Time for receipt of Tender offers	15.00 Hr. on Dt. 25 th June,2008 Venue - Office of the MPSC.
Time and Date of Opening of Technical Offers	15.30 Hrs on Dt. 25 th June,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.
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CHAPTER - I
INSTRUCTION TO BIDDERS FOR SUBMISSION OF BIDS

1.1 PERIOD OF CONTRACT

The agreement for Scanning and Processing of Application Forms for Competitive Examinations shall extend up to the completion of the activities as per the scope of the work or maximum up to **One** year from the date of signing of the contract.

1.2 ELIGIBILITY CRITERIA

- 1.2.1** 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.
- 1.2.2** The Bidder shall be profit making for at least two (2) of the last three (3) years with a minimum annual turnover of twenty lakhs from scanning related business.
- 1.2.3** The Bidder shall be in the field of Scanning and Processing of application forms using ICR Technology for last 5 years or more.
- 1.2.4** The Bidder shall have experience of doing work with ICR Software Applications in 5 or more than 5 Institutions in Service Commissions / Recruitment bodies, Universities, Education/Examination boards
- 1.2.5** The Bidder shall have prominent presence in Mumbai only.
- 1.2.6** The bidder shall have sufficient setup to handle large volume of work within a certain time limit.
- 1.2.7** 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
- 1.2.8** The Bidder should have VAT clearance Certificate or a 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 needs 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.

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. The Bidder is advised to check the contents of the soft-copy for correctness against the printed copy of the tender document. The printed copy of the tender document shall be treated as correct and final, in case of any deficiencies or deviation 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

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 / Performa in the tender are not fully furnished.

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 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.

1.13 EARNEST MONEY DEPOSIT (EMD)

1.13.1. Bidders are required to submit the Bank Guarantee amounting to Rs.1, 00,000/- 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:

- 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 two Envelope Bid comprising of Technical Bid & Commercial Bid. All two inside envelopes should be separately securely sealed and 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)) The format for submission of Technical Offer is as follows:

- (1)** Index
- (2)** Tender offer form duly filled in. (Annexure -1)
- (3)** Bidders Authorization Certificate. (Annexure 2)
- (4)** Self Declaration for unblemished record (Annexure – 3)
- (5)** Details of Bidder (Annexure - 4)
- (6)** Details of Manpower (Annexure-5)
- (7)** Performance statement along with necessary Documents (Annexure - 6)
- (8)** Bid Security / Earnest Money Deposit (Annexure –7)
- (9)** VAT Clearance Certificate or VAT payment Challan from concerned Government Department as on 1st April, 2008.
- (10)** Original Tender Document duly signed.
- (11)** Copies of the Certificate of incorporation of the firm (e.g. Registration as Partnership Firm, Proprietary concern, Company etc.)
- (12)** Copy of the Factory Registration Certificate.
- (13)** Copy of the PAN Card
- (14)** Proof in support of Scanning and Processing of application forms using ICR Technology for last 5 years or more
- (15)** Proof in support of having experience of doing work with ICR Software Applications in 5 or more than 5 Institutions in Service Commissions/Recruitment bodies, Universities, Education/Examination boards
- (16)** Certificate from its C.A.stating that turnover is more than 20 lakhs from scanning related business.
- (17)** Copy of latest valid solvency Certificate worth not less than Rs.20 lakhs from Scheduled/ Nationalised /Reputed Foreign/Private Bank having office or branch in Mumbai.
- (18)** Copies of its audited financial statements for past three years (i.e. 2007-06, 2006-05, 2005-04)

(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 services asked for are quoted and that all requirements therefore are quoted .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 and escalations. 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. The price quotation shall not be changed even if the variation in quantities is beyond $\pm 25\%$.
- (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

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 bind the Bidder to the Contract 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.

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

1.16 COMPLETENESS OF BIDS

The bid shall be summarily rejected if all the documents mentioned above are not enclosed in technical bid. Further, if unsealed commercial bid is found in the envelope containing "Technical Bid", it 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 Application Forms.**" 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 Technical envelope and Envelope No.2 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 fascinate to 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.

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. 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.

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 or at any time and date specified, 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, 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 in the presence of bidder's representatives, who choose to attend. 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 the 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 may 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.
- Finally, in the third step,** the Tendering Authority may require those Bidders who have qualified up to this stage to submit the sample of quoted items.

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 DATE OF OPENING OF COMMERCIAL BIDS

- 1.28.1** Commercial Bids of only technically qualified Bidders will be opened.
- 1.28.2** 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 shall not be later than 60 days from the date of opening of technical bid.

1.29 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 competent for the Tendering Authority to seek revised commercial bids in sealed covers ONLY from those Bidders cleared technically by the committee. While seeking such revised commercial bids, the committee shall give reasons justifying the need for such a course of action.

1.30 OPENING OF COMMERCIAL BIDS

- 1.30.1** The Tendering Authority may at its discretion discuss with the Bidder(s) to clarify contents of financial offer.
- 1.30.2** 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. In such case EMD of lowest Bidder shall be forfeited. The Tendering Authority does not bind itself to accept the lowest or any bid.
- 1.30.3** 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.

1.31 EVALUATION OF COMMERCIAL BIDS AND AWARD CRITERIA

- 1.31.1** The bidder whose commercial offer has been determined to be lowest will be selected and awarded the contract.
- 1.31.2** 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.

1.32 CONTACTING THE TENDERING AUTHORITY

- 1.32.1** 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.
- 1.32.2** 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.

1.33 CORRUPT OR FRAUDULENT PRACTICES.

- 1.33.1** 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.
- 1.33.2** For the purposes of this provision, the terms are defined as follows:
- (One)** "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
- (Two)** "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;
- 1.33.3** 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;
- 1.33.4** 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.

1.34 NOTIFICATION OF AWARD

- 1.34.1** 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.
- 1.34.2** 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.

1.35 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 and to order any of the items of any quantity to any of the Bidders without assigning any reason. The Tendering Authority may also at its sole discretion to accept full or part quantity of the Tender and also reserves the right to delete any items from the Tender.

1.36 PERFORMANCE SECURITY/ SECURITY DEPOSIT AND SIGNING OF CONTRACT

- 1.36.1.** 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.
- 1.36.2.** 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),
- 1.36.3.** The Performance Security/ Security Deposit shall be discharged by the Tendering Authority and returned to the Vendor not later than thirty (30) days after the expiry of the contract period.
- 1.36.4.** 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 at 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.

1.37 BINDING CLAUSE

All decisions taken by the Tendering Authority regarding the processing of this tender and award of contract shall be final and binding on all parties concerned. The Tendering Authority, reserves the right:-

- 1.37.1** To vary, modify, revise, amend or change any of the terms and conditions in this Bid; or

1.37.2 To reject any or all the tender/s without assigning any reason whatsoever thereof or to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

1.38 CONDITIONAL TENDERS

Hypothetical, ambiguous or Conditional tenders shall be summarily rejected.

1.39 INTERPRETATION OF THE CLAUSES

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

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

2.1 DEFINITIONS

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

- a) "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.
- b) "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;
- c) "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.
- d) "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;
- e) "The Goods" means all the all the material/ services, which the Vendor is required to supply to the Tendering Authority under the Contract;
- f) "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;
- g) "Day" means a working day.
- h) "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.
- i) "Commission" means Maharashtra Public Service Commission
- j) "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 21 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 for purpose of Scanning and Printing 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 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:
 - a) Drawings, designs, or specifications under the Contract are to be specifically developed for the Tendering Authority;
 - b) The services to be provided by the Vendor.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.
- 2.8.2 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.

2.8.3 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

2.9 USE OF CONTRACT DOCUMENTS & INFORMATION

- 2.9.1.** The Vender 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 Vender 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 Vender 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;
- 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 vender 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 vender shall nor 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
- 2.9.11** 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
- 2.9.12** The Vendor shall at all time refrain from showing the report/work in progress or the completed report/work to any person not authorized by the Commission.
- 2.9.13** 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.

2.10 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 contract 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 Vender 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 vender 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 upto 25% of the Contract Value including those from third parties or liabilities of any kind howsoever suffered arising or incurred interalia during and 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 Bidders 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 standard.

CHAPTER – 3

COMMERCIAL TERMS

3.1 PAYMENT SCHEDULE

Payment will be made against bills presented soon after receipt of material in good and satisfactory condition and after verification of the material supplied conforming to the quality and specifications noted against the delivery item.

3.2 COMPENSATION:

3.2.1 Any delay in the time schedule prescribed shall attract compensation @ 0.5 % of the contract value for the delay of each week. The maximum compensation shall be 25 % of the contract value. 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 on liberty to procure the concerned item from any other agency at the risk and cost of the vender and also will result in the forfeiture of the Performance Security.

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 FOR DEFAULTS

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:

3.4.1 If the Vendor fails to deliver any or all of the Goods within the period(s) specified in the Contract,

3.4.2 If the Vendor fails to perform as per the Quality standards.

3.4.3 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.

3.4.4 For the purpose of this clause:-

(One) "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

(Two) "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;

3.5 CONSEQUENCES OF TERMINATION

In circumstances mentioned above, the Tendering / Implementing Authority shall exercise the following steps:-

(A) Ask the Vendor to leave the job and return the entire material as is where is.

(B) Shall forfeit the Security Deposit obtained as performance Guarantee.

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 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 negotiation 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.

3.8 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

3.10.1 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.

3.10.2 Octroi Exemption Certificate will be supplied to the Vendor as and when required

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 these shall be sent or on changed address if informed in writing by the Tendering Authority to the Vendor at the following address -

The Secretary,
Maharashtra Public Service Commission,
Bank of India Bldg., 3rd floor,
M.G.Road, Fort, Mumbai - 400 001

CHAPTER - 4
TERMS & CONDITIONS SPECIFIC TO THE CONTRACT

4.1 SECURITY DEPOSIT / PERFORMANCE GUARANTEE

4.1.1 The successful Vender shall furnish Security Deposit as a performance guarantee of 10% of initial contract value or Rs. 1,00,000/- (Rs.One Lakh 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 be valid for a period of One year from the date of issue of such notification of letter. 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. The pro forma of the performance guarantee is given at **(Annexure -10) (PSF)**

4.1.2 If the vender 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 to that effect should be submitted along with Security Deposit

4.6 SUB - CONTRACT

The contractor shall not assign or part with or sublet the contract or any of the part of contract to the other party.

4.7 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 The entire scope of the work involves:-

- 5.1.1 Collection of Application forms from the Location at Mumbai fixed by the Tendering Authority
- 5.1.2 Listing of Application forms received
- 5.1.3 Scanning and Processing of Application Forms
- 5.1.4 Validation of Data
- 5.1.5 Checklist (if required)
- 5.1.6 Exam centre wise Registration and examination fees dues
- 5.1.7 Exam centre wise subject/candidate details
- 5.1.8 Various reports required by the Tendering Authority with respect to the eligibility criteria and clearance of data.
- 5.1.9 Examination forms details
- 5.1.10 Roll number allocation
- 5.1.11 Center wise Count of Candidates.
- 5.1.12 Generation of Admission Certificates, Attendance Sheets and summary reports
- 5.1.13 Delivery of Admission Certificates to the designated Post Offices at Mumbai. Franking facility will be provided by the office of the Tendering Authority.
- 5.1.14 Delivery of Printed Reports to the designated locations of the Tendering Authority
- 5.1.15 Proper delivery of the Application forms to the designated location of the Tendering Authority after entire processing
- 5.1.16 Other related processing/reports as per the requirement of Tendering Authority.

5.2 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.

5.3 All the reports will be defined at the time of initial discussion and before starting processing of each Examination/ Selection. However, the separate report module should exist for each Examination/Selection. Option shall be provided to print the reports both on laser printer as well as normal dot matrix / line printers.

5.4 A high standard of workmanship is required. Bidder must submit resumes of the personnel who would be employed for this project. Any change in the personnel on the project will require the prior approval of MPSC.

5.5 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.

5.6 Admission Certificates, Attendance sheets, Interview Letter and other related preprinted stationary /continuous stationary will be made available by the Tendering Authority. The Vendor has to collect the same from the Officers of the Tendering Authority. The Vendor should be in a position to advice on the format of the preprinted stationary.

5.7 The Application forms received may contain Applications of other Recruitment/ Examinations also. The Vendor has to take identify the same and return the same to the designated locations of the Tendering Authority with proper listing in Mumbai Only.

5.8 Specifications of the Application Form:-

- 5.8.1 Size- A3 or A4 120 gsm pure Sunshine Paper. Both 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.
- 5.8.2 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

5.9 Quantity: - Approximately 4, 00,000 in one year contract period. The quantity may vary by $\pm 25\%$

5.10 DELIVERY:-

- 5.10.1 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.
- 5.10.2 The Vendor should be in a position to deliver services on Short Notice as and when needed. The Vendor should be able to provide services items on holidays / Sundays also.
- 5.10.3 The quality and quantity of the services may be increased or decreased in accordance with the requirement of the Tendering Authority.
- 5.10.4 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.
- 5.10.5 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.

5.11 DATA-CDs

- 5.11.1 After rectifying the mistakes, which will be communicated to you within 30 days after the examination is over, all the data CDs be handed over to the Commission in the required database structure. CDs should be readable and installable in the system used in Commission's Computer.

5.11.2 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.

5.11.3 Care also should be taken to see that the Data Processing is absolutely devoid of any error.

5.11.4 If any problem in understanding the requirement of processing arises, the matter be discussed with the concerned Officers before proceeding further.

5.12 Utmost consistency in quality of scanning and processing should be maintained throughout. So that data entered on them can be read and processed accurately. If the data processed is found defective or otherwise, penalty at the discretion of the Tendering Authority is deducted from the Billing Amount or from the Performance Security.

5.13 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

5.14 Time is the essence of contract and work specified in tender is time bound under the project. The work should be completed on turnkey basis within a maximum period as given in the price schedule. Tender with early delivery schedule will be given preference. Penalty clause will be enforced for non-completion of work within the stipulated period.

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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 APPLICATION FORMS.

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 guarantee of bank in a sum of Rs.1, 00,000/- 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) Index
- (2) Tender offer form duly filled in. (Annexure -1)
- (3) Bidders Authorization Certificate. (Annexure 2)
- (4) Self Declaration for unblemished record (Annexure – 3)
- (5) Details of Bidder (Annexure - 4)
- (6) Details of Manpower (Annexure-5)
- (7) Performance statement along with necessary Documents (Annexure - 6)
- (8) Bid Security / Earnest Money Deposit (Annexure –7)
- (16) VAT Clearance Certificate or VAT payment Challan from concerned Government Department as on 1st April, 2008.
- (17) Original Tender Document duly signed.
- (18) Copies of the Certificate of incorporation of the firm (e.g. Registration as Partnership Firm, Proprietary concern, Company etc.)
- (19) Copy of the Factory Registration Certificate.
- (20) Copy of the PAN Card
- (21) Proof in support of. Scanning and Processing of application forms using ICR Technology for last 5 years or more
- (22) Proof in support of having experience of doing work with ICR Software Applications in 5 or more than 5 Institutions in Service Commissions/Recruitment bodies, Universities, Education/Examination boards
- (16) Certificate from its C. A. stating that turnover is more than twenty lakhs from scanning related business.
- (17) Copy of latest valid solvency Certificate worth not less than Rs.20 lakhs from Scheduled/ Nationalised /Reputed Foreign/Private Bank having office or branch in Mumbai.
- (18) Copies of its audited financial statements for past three years (i.e. 2007-06, 2006-05, 2005-04)

(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,

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:

2. 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 -
Mobile -

Residence –
Fax No.:

E-mail:

Place:

Date:

Signature:

Name:

Company Seal

Note:

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

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

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ANNEXURE-5
DETAILS OF MANPOWER

NAME OF THE FIRM:

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

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 ICR Application 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 successors and assigns 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 COMMISSION 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 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 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)

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 APPLICATION FORMS.

i) That we are sole owner/authorized agents/ of

.....
.....

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 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.
:

Dated:

Signature:

Name of Agency:

Encl. - Price Schedule

Full Address:

Company Seal

This is to be returned in original along with the Tender in ENVELOPE-II (Commercial Offer)

Tender Reference:

Last Date and Time for receipts of tender offers: 15.00 Hrs on

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

Sr No.	Cost Item	Quantity of Applications	Rate Per Form	
			In Figures	In Words
1	Scanning and Processing of Application Forms for Competitive Examinations 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 Forms:-

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 Application Form

(2) The time frame for printing of required items will start from date of clearance of data. The required items mean Printing of Admission Certificates, Attendance Sheets, Interview Letter 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:

Name of Agency:

Company Seal

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 Printing services to the MPSC, Mumbai (hereinafter called "The
COMMISSION") 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. _____ (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 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
_____ 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
COMMISSION 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 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 to the Bidder as hereinafter mentioned the Bidder 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.

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:
(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: _____
