



महाराष्ट्र राज्य माहिती आयोग, मुख्यालय

१३ वा मजला, नविन प्रशासकीय इमारत,
मादाम कामा मार्ग, हुतात्मा राजगुरु चौक,
मंत्रालयासमोर, मुंबई-४०० ०३२.
website : sic.maharashtra.gov.in

दूरध्वनी क्र. ०२२-२२०४९१८४

फॅक्स क्र. ०२२-२२०४९३९०

क्र. मुमाआ-२०२३/प्र.क्र.९५/०२

दिनांक : ५/१२/२०२४.

ई-निविदा सूचना

बाह्ययंत्रणेद्वारे कंत्राटी तत्वावर मनुष्यबळ पुरवठादार नेमणे

राज्य माहिती आयोग (मुख्यालय) व राज्य माहिती आयोग, बृहन्मुंबई खंडपीठ यांचे कार्यालयाकरीता बाह्ययंत्रणेद्वारे कंत्राटी तत्वावर मनुष्यबळ पुरवठादार नेमण्यासाठी पात्र पुरवठादारांकडून प्रथमतः १२ महिन्यांच्या कालावधीसाठी (आवश्यकतेनुसार २४ महिन्यांच्या कालावधीसाठी) ई निविदा मागविण्यात येत आहे. सदरहू ई-निविदा www.mahatenders.gov.in (Tender ID २०२४_GADM११२११७३_१) व <https://sic.maharashtra.gov.in> या संकेतस्थळावर दि. ०५.१२.२०२४ (दुपारी ३.०० वा) पासून दि. २८.१२.२०२४ (दुपारी ३.०० वा.) या कालावधीत उपलब्ध राहिल. ई-निविदेमध्ये नमूद केलेल्या अटी व शर्ती नुसार विहित नमुन्यामध्ये ई-निविदा सादर करावी.

ठिकाण:- मुंबई

/-

दिनांक:- ०५/१२/२०२४

सचिव

राज्य माहिती आयोग (मुख्यालय)

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**Office of the State Chief Information Commission
And State Information Commission, Brihan Mumbai,**

New Administrative Building, 13th Floor, Madam Kama Road, Mumbai-400 032.

Tender Reference No. MuMaAa-2024/C.R.No. 95/02, Dated - 5th December, 2024

E-Tender Document

1. INTRODUCTION & OFFER :

1. Secretary, Office of the State Chief Information Commissioner (SCIC) and Deputy Secretary, State Information Commissioner, Brihan Mumbai (SIC) on behalf of and with the approval of State Chief Commissioner, invites E-tender from manpower service providers for supply of manpower (Higher Grade Steno/ Lower Grade Steno /Clerk-Typist/Driver/Peon) for the Office of the State Chief Information Commissioner and State Information Commissioner, Brihan Mumbai for the initial period of 12 months from the date of award of contract of which contract period may be extended if services of provider are found satisfactory within the initial contract period, but not more than 3 years or as per prevailing guidelines of the State Government from time to time. The E-tender with the details will be available on the website www.mahatenders.gov.in from 05.12.2024 at 3.00 p.m. to 28.12.2024 at 3.00 p.m.

1.2 Summary of the E-tender notice is as follows:

Tender Reference	Particulars
Tender processing fee	Rs. 10,000/- To be paid using SBI MOPS (non refundable)
Earnest money deposit	Rs. 1,00,000 /- To be paid using SBI MOPS.
Security deposit	2,23,920/-
Availability of Tender document	From 05.12.2024 at 3.00 p.m. to at 3.00 p.m on website www.mahatenders.gov.in
Pre Bid Meeting	09.12.2024 at 03.00 pm in the office of Secretary, SCIC, Mumbai
Bid Submission Starts on	15.12.2024 at 03.00 pm
Last Date & Time for Submission of bids	28.12.2024 at 3.00 p.m
Time and Date of Opening of the Technical bids (if possible)	30.12.2024 at 3.00 p.m pm on OR later date to be declared on Website of 'www.mahatenders.gov.in'
Venue:	Office of the State Chief Information Commissioner (OFFICE OF SCIC) New Administrative Building, 13 th Floor, Madam Kama Road, Mumbai-400 032.
Address for communication	Same as Above
Contact Person and Telephone Number	Secretary or Section Officer- OFFICE OF SCIC Tel No. 022-22049184

Secretary,
Maharashtra State Information Commission
Mumbai

1.3 Eligibility for Tenderer/ Bidder:

- a) Tenderer/Bidder should be at least 21 years of age on the date of submission of bid or if an organization is registered under prevailing act, then this criterion will not be applicable.
- b) The Tenderer/bidder should have working office in Mumbai. Proof should be attached.
- c) The Tenderer/bidder should be competent to enter into contract under the Indian contract Act, 1872 for which the bidder should submit a copy of the documents like PAN Card, Shops & Establishment License in case of proprietary firm, Registered partnership Deed, Certificate in case of partnership firm, Registration Certificate in case of company, etc. Proof should be attached.
- d) The tenderer's/Bidder's financial turnover should be above Rs. 200 lakhs for such type of services for last three years ending on 31/03/2024, in support of which the tenderer shall scan & upload the financial statement certified by Chartered Accountant of last 3 years and should have executed one single order of the same nature of minimum Rs. 10 lakhs in one financial year and should have at least one year experience in Government Department/Public Sector (Central or State)/ Municipal Corporations or Municipal Councils.

1.4 The Bid will remain valid for 90 days from the last day of submission of bids.

1.5 Tender Processing Fee and Earnest Money Deposit:

- a) The Tenderer will have to pay online the Tender Processing Fee of Rs.10,000 /- (Rupees Ten Thousand Only) [non-refundable] and Earnest Money Deposit of Rs.1,00,000/- (Rupees One Lakh Only) (Refundable without interest) Paid using SBI MOPS.
- b) The amount of Earnest Money Deposit (EMD) will be refunded to the unsuccessful tenderer on decision regarding acceptance/otherwise of the tender or on expiry of the validity period, whichever is earlier. In case of the successful tenderer/bidder, it will be refunded on his paying the security deposit to be paid after awarding the work. If the successful tenderer does not pay the security deposit in prescribed time limit and complete the agreement formalities, his EMD will be forfeited by the Office Of SCIC .
- c) The Earnest money Deposit of unsuccessful Bidders will be refunded through online net-banking mode only after finalization of the tender.
- d) The EMD will not bear any interest whatsoever.

1.6 Security Deposit:

- a) The successful tenderer/Bidder shall, within 5 days from the date of intimation of, the acceptance of their tender, deposit with an interest free 'Security Deposit' of Rs. 2,21,040/-(Rupees Two Lakh Twenty One Thousand Forty Only) by way of Demand Draft drawn on any Nationalized/Scheduled Bank or in the form of National Saving Certificate pledged in favour of "Section Officer, Maharashtra State Chief Information Commission, New Administrative Building, 13th floor, Madam Cama Road, Mumbai- 400032" or in the form of Bank guarantee from a Nationalized Bank, even he is exempted from submission of Security Deposit by Central or State Government Department/Agency, in the enclosed format and failing to comply with this, its Earnest Money Deposit will be forfeited by the Office Of SCIC.
- b) All compensation or other sums payable by the contractor under the terms of this contract or any other contract or on any account may be deducted from this Security Deposit or from any sums which may be due to him or may become due to him by Government on any account and in the event of the Security being reduced by reason of any such above noted deductions, the contractor shall within ten days of receipt of notice of demand from the officer-in-charge make good the deficit amount.
- c) The Security Deposit will not bear any interest whatsoever.
- d) The Security Deposit shall be refunded after completion of the contract.

2. TERMS AND CONDITIONS :

2.1 The Empanelled Contractor will be required to arrange initially the services of 2 Higher Grade & 2 Lower grade Steno, 8 Clerk-Typist, 2 Driver, 6 Peon on purely contract basis for Office of SCIC and SIC, Brihan Mumbai for office work on the terms & conditions stated in the tender document on monthly payment basis which may vary as per the requirement/ staff availability of the office. The number of personnel will be purely when need based. Therefore, the number of contractor's personnel may be increased or decreased as per requirement of Office of SCIC /SIC, Brihan Mumbai. Further, officer of SCIC /SIC, Brihan Mumbai will be under no obligation to engage any specific number of contractor's personnel during the period of contract. Actual number requirement of Steno, Clerk-Typist, Driver, Peon will be communicated to the contractor by Office of SCIC /SIC, Brihan Mumbai by separate letter in writing in advance from the date of requirement. Any additional or extra supply of personnel made by the contractor without the written authority of Office of SCIC /SIC, Brihan Mumbai or its Authorized Officer will not be paid by the Office of SCIC /SIC, Brihan Mumbai

2.2 The persons supplied/provided by the Manpower Supplier for the services mentioned above shall be the employees of the Empanelled Contractor for all intents and purposes. The Empanelled Contractor will be 'Employer' within the meaning of various Labour Laws and that the persons so supplied/provided shall remain under the control of the Empanelled Contractor and in no case shall a relationship of employer and employee between the said persons and the Office of SCIC /SIC, Brihan Mumbai or any persons authorized shall accrue /

arise implicitly or explicitly. The Empanelled Contractor shall be solely responsible for addressing the grievances/resolutions of disputes relating to the person supplied/provided to Office of SCIC /SIC, Brihan Mumbai. Further, Office of SCIC /SIC, Brihan Mumbai shall, in no way, be responsible for the settlement of such issues whatsoever implicitly or explicitly.

2.3 The normal office hours are from 9.30 a.m to 6.00 p.m for Class III employees and 9.15 a.m. to 6.15 p.m. for Class IV employees on all week days which will be adjusted as per office requirement. The Saturdays & Sundays are normally public holidays for the Office of SCIC /SIC, Brihan Mumbai, but in some cases, the Office may decide over the time schedule of the work depending upon the complexity and volume of the work.

2.4 The personnel provided/ supplied by the Empanelled Contractor for the post Stenographer (Higher & Lower Grade), Clerk-Typist should possess the educational qualification as well as proficiency in shorthand writing & computer & technical qualification of typing speed prescribed by the Government Notification No. 1) AAC/1593/3619/14A Dated 31 July 1997, 2) RTR-1002/CR-2/02/XIV-A, dated 31/07/1997 & 31/05/2006 and order to be issued from time to time respectively for these posts by State Government as per mentioned in Annexure-IV. The personnel provided for the post of Clerk-Typist should have minimum 48 months of experience and the experience certificate should be attached. Preference shall be given to experienced candidates for the post of stenographer, Driver and peon.

2.5 The Empanelled Contractor should send these personnel with a Letter of Introduction after verifying his/her Identity/ character from police authorities, Address, Educational Qualifications and proficiency in Shorthand, Typing and Computer as the case may be. There should not be adverse entry/record in the Police Record against the manpower to be supplied.

2.6 The Personnel provided/supplied by the Empanelled Contractor as Stenographer (Higher & Lower Grade), & Clerk-Typist will be required to produce Certificates in respect of Educational and Technical Qualification of Shorthand, Typing & Computer proficiency and a copy of 'Aadhar Card'. The personal provided/supplied by the Empanelled Contractor as Driver & Peon will be required to produces certificate in respect of education qualification, driving licenses (for driver) and a copy of 'Aadhar Card'.

2.7 Authorized officers of the SCIC /SIC, Brihan Mumbai will have the right to conduct on the spot Speed and Accuracy Test of proficiency of Shorthand & Computer and Typing as the case may be, before accepting these personnel for work in the Office of SCIC /SIC, Brihan Mumbai. In other cases the general intelligence and suitability of the employee will be assessed by authorized officer upto satisfaction. The Authorized Officers of the SCIC /SIC, Brihan Mumbai shall have full power to reject the services personnel which to the true intent and meaning is/are not in accordance with the requirements as per tender document or smooth functioning of the office.

Additional Terms and Conditions

1. Commission has already fixed the monthly remuneration for each post.
2. Bilder has to quote Service charges & statutory deductions & Taxes if applicable.

3. Bidder has to make payment to the persons as per the amount fixed by Commission inclusive the amount of service charges & Statutory deductions.
4. Bidder will be reimbursed amount GST/Taxes paid to Government on productions of challans.
5. Bidder will be paid monthly the amount equal to manpower hired and as per monthly Remuneration fixed by Commission & bidder will be responsible to deposit the amount in the bank account of concerned person equal to amount fixed by Commission inclusive Service charge inclusive statutory deductions details of which shall be made available to Commission.
6. Bidder shall be responsible for any irregularity/dispute about any violation, if found at later date pertaining to any of the acts / laws of Government in such matter.
7. Bid Evaluation parameter would be service Charges quoted in percentage terms.
8. Bidder will have to submit an affidavit stating that he will be solely responsible and has the liability for paying GST and other taxes payable to the Government.

3. PROCEDURE FOR SUBMITTING E-TENDER/BID :

Two E-Envelope Bids System will be adopted :-

3.1 Tender/Bid will be received online on the above mentioned www.mahatenders.gov.in e-tendering portal submitted within time limit duly filled all the prescribed Forms shown in Annexures and BOQ.

3.2 Digitally signed and unconditional online tender is invited by Office of SCIC /SIC, Brihan Mumbai from the Agencies subject to fulfilling all the conditions stated in this tender documents.

3.3 The Tenderer should have valid appropriate class Digital signature certificate (DSC) obtained from any certified Authority.

3.4 Tender documents and supporting forms can also be downloaded for reference purpose from the website <https://sic.maharashtra.gov.in/> < Important Letters> during the period mentioned in Tender Notice/Document.

3.5 Self Attested copy of EPFO Challan in support of available manpower (duly submitted to EPFO) in respect of the previous four quarters are required to be uploaded otherwise Tender/Bid will not be accepted.

3.6 The Tenderer/Bidder should have obtained PAN, TAN, Service Tax, ESIC, Labour Licence and PF registration. Tenderer /Bidder should upload scanned self attested photocopies of all documents otherwise Tender/Bid will be treated as cancelled.

3.7 Self attested copy of audited Financial Statement certified by Chartered Accountant of last three years required to be scanned & uploaded in Tender/Bid Submission.

3.8 Self attested copy of Tender Processing Fee Receipt and EMD Receipt must be uploaded in the Tender submission by the Tenderer/Bidder.

3.9 Office of SCIC /SIC, Brihan Mumbai reserves the right to verify financial transaction of agency in Bank/Financial Institutions. Agency should give authority to that effect along with his accounts number and Bank/Financial Institution name & address. Any changes/modification in banking authority other than reported may be communicated to Office Of SCIC /SIC, Brihan Mumbai immediately.

3.10 (a) E - Envelope No. 1 :- Called “Technical Bid Envelope” shall contain :

1. Self attested copy of ‘Online Receipt’ of ‘Earnest Money Deposit’ (EMD) and Tender Processing Fee.
2. A self attested Xerox copy of ‘Partnership Deed’ / ‘Memorandum and Articles of Associations’, if any.
3. Self attested ‘Sales Tax/ VAT’ registration certificate.
4. Annexure I, duly filled in all respect.
5. Power of Attorney if any.
6. Self attested copy of Proofs regarding Eligibility Criteria.
7. Tenderer/Bidder should enclose self certified copy of registration certificate under Employees Provident Fund Act, and under Employees State Insurance Act and also latest proof of the same (Challans to be attached).
8. Tenderer/Bidder should enclose self certified copy of Licence from Labour Commissioner to Employ Contract Labour under Contract Labour Act.
9. Tenderer/Bidder should enclose self attested xerox copy of PAN Card of the tenderer/bidder.
10. Tenderer/Bidder should enclose self attested copy of GST Registration Certificate which should be in the Name of the Tenderer.

All Technical bid documents should be submitted in the above sequence with Index Page And Page numbers.

The E-envelope No.1 will be opened on 30/12/2024 or a later date to be declared (in case of re-tendering) on www.mahatenders.gov.in at 3.00 p.m in the Office of the State Chief Information Commissioners Office, New Administrative Building, 13th floor, Madam Kama Road, Mumbai-400032 in presence of the participant Tenderers/Bidders or their authorized representatives. Absence of tenderer on this occasion will not be entertained in future as long as tender awarding process is concerned.If the various documents contained in E-envelope No.1 do not meet the requirements of the Office of SCIC /SIC, Brihan Mumbai, a note will be recorded accordingly by the authorized officer/s of SCIC /SIC, Brihan Mumbai and the E-envelope No.2 of the said Tenderer/ Bidder will not be considered for further action and the same will be treated as

rejected. The contents of the Technical Bid will be evaluated for deciding the eligibility and the Commercial/Financial Bid E-envelope of only those bidders who are found eligible after scrutiny of technical bid shall be then opened. In the event of the date specified for receipt and opening of technical bid being declared as a public holiday for Government of Maharashtra, the due date for submission of bids and opening of bids will be the next working day at the same scheduled time & venue.

b) E- Envelope No.2 :- Called “Commercial/Financial Bid Envelope” Shall Contain :

1. The Commercial Bid should be as per the format given in BOQ & Annexure II.
2. The commercial/Financial bid of the shortlisted tenderer, qualified in technical bid shall be opened by the Secretary, State Chief Information Commission, New Administrative Building, 13th floor, Madam Kama Road, Mumbai- 400032 in presence of shortlisted tenderers or their authorized representatives. If the content of e-envelope No.2 are found to be as per requirement specified above, the Commercial/Financial bid shall be treated as valid and processed for further evaluation. The successful tenderer will be informed accordingly by the Letter of Intent and will be directed to pay Security Deposit and complete the agreement formalities. The work order will be placed by the Secretary , State Chief Information Commission, New Administrative Building, 13th floor, Madam Cama Road, Mumbai- 400032.
3. The Earnest Money will be refunded to successful Bidder by the Office of the State Chief Information Commission, New Administrative Building, 13th floor, Madam Cama Road, Mumbai- 400032 after the required Security Deposit has been paid by the tenderer and contract documents are duly signed.

3.11 Tenders are not transferable. Tender should be valid for acceptance for a period of 90 days from the last date fixed for submission of tenders.

3.12 After depositing the security amount by the successful bidder, the agreement will be signed between the Office of the State Chief Information Commission and the successful tenderer containing therein the conditions of the contract and specifications stated in Tender Document & any other additional terms & conditions are found appropriate to Secretary at any stage. The cost of stamp paper for executing this agreement and all the legal expenses incidental thereto shall be borne by the successful tenderer. Payments for the work will be made on the basis of this agreement.

3.13 The rates of service / Agency Charge quoted in the tender should be in accordance in accordance with provisions for outsourcing of personeel and orders issued from time to time by the State Government or officer authorized by State Government/Government of India for this purpose.

3.14 In the case of any matter which is not covered by this Tender document, or the General conditions of the contract or the specifications etc. as given herewith, the conditions prevailing in Maharashtra State will be generally applicable.

3.15 The salary amount to be paid to individual is already fixed by this office, so the bid parameter should be management / service charges which the agency can charge. The tendered rates quoted as man per month salary by the SCIC are inclusive of Service charges, PF,ESIC and any other statutory deductions to be made as per Central / State Laws.

3.16 No price variation should be asked for relating to increase in manpower cost, service charge, taxes, price, variation, etc. Price quotation accompanied by vague and conditional expressions such as “subject to immediate acceptance” etc. will be treated as being at variance and shall be liable for rejection.

3.17 In the event of the tender being submitted by a firm, the person signing the tender on behalf of such firm must enter his name and state his connection with the firm or he should submit papers in original authorizing him to tender on behalf of the firm/agency. In such a case, statement made by such authorized person will be binding on such firm/agency.

3.18 Any additional or extra supply made by the contractor without the written authority of the Office of the SCIC/SIC Brihan Mumbai or the Authorized Officer will not be paid by the Office of the SCIC/SIC Brihan Mumbai.

3.19 The contractor shall not without the previous sanction of the Office of the SCIC/SIC Brihan Mumbai in writing execute any power of attorney in respect of any matter touching this tender. A power of attorney executed without such sanction shall not be recognized by or binding upon the Office Of SCIC/SIC Brihan Mumbai. It shall be within the discretion of the Office Of SCIC/SIC Brihan Mumbai either to grant such sanction or refuse it or to revoke a sanction once given.

3.20 The authority of acceptance of this tender/bid vests with the Secretary /Deputy Secretary, Office of the SCIC/SIC Brihan Mumbai, New Administrative Building, 13th floor, Madam Cama Road, Mumbai- 400032 who does not undertake to accept the lowest or any particular tender or assign any reason for the rejection of any or all tenders/bids.

3.21 The right is reserved to revise or amend the tender documents fully or in part before the deadline for submissions, and deviation, amendments if any shall be communicated in the form of Corrigendum.

3.22 The successful tenderer/bidder will have to comply with all the statutory laws applicable for the supply of manpower.

3.22 A In the event of equal financial bid is placed, then the SCIC reserves its right to award the contract to tenderer / bidder having more experience in similar field and having more turnover

3.23 Indemnity:

The successful Tenderer/Bidder shall indemnify the Office of the SCIC/SIC Brihan Mumbai, New Administrative Building, 13th floor, Madam Cama Road, Mumbai- 400032 of all legal obligations of its professionals deployed.

3.24 The contract will be valid for a period of one year from the date of execution.

3.25 Conditional tender/bid will not be entertained and shall be rejected by Office Of SCIC/SIC Brihan Mumbai outright.

3.26 Defaulters and/or black listed organization /persons with any Government agencies is/are disqualified from participating in this tender/bid process.

3.27 In case of any queries related to e-tendering, Tenderer may contact to The office SCIC on telephone No. 022-22049184 on any working day within working hours.

4. THE TENDER IS LIABLE FOR OUTRIGHT REJECTION IF ON OPENING IT IS FOUND THAT :-

4.1 The tenderer/bidder has not followed the procedure laid down for the submission of tender strictly.

4.2 The tenderer/bidder proposed any alteration in the work specified in the tender or in the time allowed to carry out the work or any other condition which cannot be evaluated.

4.3 Any one or more of the documents required as per preceding paras is or are missing.

4.4 Any correction, additions or alterations are made by the tenderer/bidder on any page of tender documents.

4.5 Any of the pages of the tender are removed or replaced by the tenderer/bidder.

4.6 Any erasion made by him in the tender. Any pages or pasted slips are missing.

4.7 The tenderer/bidder has not signed above all corrections and additions or pasted slips and in case of firm each partner or company thereof does not sign and the signature/signatures are not attested by the witness on page.

4.8 The tenderer/bidder has not produced the original licence or self-attested copy of having registered with the Commissioner of Labour as required under Contract Labour (Regulation & Abolition) Act, 1970 and the Maharashtra Contract Labour (Regulation & Abolition) Rules,1970. No tender will be considered valid for acceptance unless the license is submitted with tender in appropriate cover or produced at least at the time of the opening of the tender.

4.9 The tenderer has not quoted his rates in Commercial/ Financial Bid in words and figures.

4.10 Income Tax plus surcharge on Income Tax at percentage that will be in force from time to time shall be recovered from the Gross Amount of every bill, whether for measured work or Advance payment and/or Secured Advance.

5. THE EMD MAY BE FORFEITED :

5.1 If a Bidder withdraws its tender during the period of bid validity, or

5.2 In case of a successful Bidder, if the Bidder fails :

- a. To execute the agreement/contract within 5 days from the issue of the Letter of the Intent.
- b. To submit Security Deposit of Rs.2,23,920/-(Two Lakh Twenty Three Thousand Nine Hundred Twenty Only) as specified in the terms and condition.

6. FORCE MAJEURE CLAUSE :

6.1 Force majeure clause shall mean and be limited to the following in the execution of the contract:

- a. War /hostilities.
- b. Riot or Civil commotion.
- c. Earthquake, flood, tempest, lightning or other natural physical disaster.
- d. Restriction imposed by the Government or other statutory bodies, which is beyond the control of the agencies, which prevent or delay the execution of the order by the agency.

6.2 The agency shall advise the Office Of SCIC/SIC Brihan Mumbai in writing, duly certified by an officer of the Labour Department not below the rank of Asstt. Commissioner of Labour of the Government of Maharashtra, the beginning and the end of the above cause of delay, within seven days of the occurrence and cessation of the force majeure conditions. In the event of a delay lasting for more than one month, if arising out of clauses of force majeure, Office Of SCIC/SIC Brihan Mumbai reserves the right to cancel the order without any obligation to compensate the agency in any manner for whatsoever reason.

7. GOVERNING LAWS AND SETTLEMENT OF DISPUTES :

7.1 The Office of the State Chief Information Commissioner, New Administrative Building, 7th floor, Madam Cama Road, Mumbai- 400032 and the agency shall make every effort to resolve amicably, by direct negotiation, any disagreement or dispute arising between them under or in connection with the work order. If any, dispute shall arise between parties on aspects not covered by this agreement, or the construction or operation thereof, or the right, duties or liabilities under these except as to any matters the decision of which is specially provided for by the general or the special conditions, such dispute shall be referred to the arbitration, one to be appointed by each party and the third arbitrator appointed by the Secretary, Office of the State Chief Information

Commissioner, New Administrative Building, 13th floor, Madam Cama Road, Mumbai- 400032. The award of the arbitration shall be final and binding on both the parties. Such arbitration shall be governed in all respects by the provision of the Indian Arbitration Act, 1996 or later and rules under and any statutory modification or re-enactment, thereof. The arbitration proceedings shall be held in Mumbai.

7.2 Jurisdiction of Court: This Contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the court in Mumbai.

8. TERMINATION FOR INSOLVENCY & DEFAULT:

8.1 Termination for Insolvency and Termination for Default :

- a) The Office of the SCIC/SIC Brihan Mumbai, may at any time terminate the work order/contract by giving written notice of four weeks to the agency, without any compensation to the agency, if the agency becomes bankrupt or otherwise insolvent.
- b) Default is said to have occurred.
- c) If the agency fails to deliver the services of Stenographer, Clerk-Typist, Driver & Peon within the time period(s) specified in the work order or any extension thereof granted by the Authority.
- d) If the agency fails to perform any other obligations (s) under the contract/work order or violation of law/ and in connection with norms assigned.

9. DISCLAIMER :

9.1 The relatives, near relatives of any employees of the Office of the SCIC/SIC Brihan Mumbai, New Administrative Building, 13th floor, Madam Cama Road, Mumbai- 400032 are prohibited from participation in this bid.

9.2 The near relatives for this purpose are defined as :

- a) Members of a Hindu Undivided Family.
- b) Their husband or wife.
- c) The one is related to the other in the manner as father, mother, son(s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother- in-law) staying with parents.

10. ADDITIONAL TERMS AND CONDITIONS :

10.1 If the successful tenderer fails to supply the agreed manpower of Clerk-Typist, Steno-Typist, Driver & Peon in time, he will have to pay the Office Of SCIC/SIC Brihan Mumbai the total cost of damages and losses occurred due to his delay @ 1% of the balance cost of work items to be done, per day subject to maximum of 10%. If he fails to pay this sum in time, such sum arrived shall be recovered from the future payments to be made to the successful tenderer by the Office of the State Chief Information Commissioner or from Security Deposit deposited by him.

10.2 Payments will be made on production of bill for the preceding month in duplicate by 10th of the next month subject to fulfilling the following condition:

The agency will make the payment to their deployed professionals before 5th of respective month. The payment shall be made for the number of days worked in a month as reported by the Head of the Office Of SCIC/SIC Brihan Mumbai. This certificate should be sent to the Office of the State Chief Information Commissioner along with the bills.

- a) Proof of payment in the form of acquaintance roll, duly signed with date by the individuals concerned for the staff along with Bank Statement of the tenderer and employee.
- b) Bills will be raised in terms of man-month salary.
- c) Payment will be made within 10 days of submission of completed documents.

10.3 The Security Deposit amount remitted to the Office of the State Chief Information Commissioner will be released only after the expiry of agreement period and on adjustment of dues and damages and interest if any.

10.4 The agency will ensure that no information about the software, hardware, database and the policies of the Office Of SCIC is taken out in any form including electronic form or otherwise, from the client site by the manpower posted by them and misconduct on this part by the employee will be treated as misconduct by tenderer and in such case SCIC reserves the right to terminate the contract and to take appropriate legal action, which shall not be challenged by him before any court of or authority whatsoever.

10.5 Office of the State Chief Information Commissioner reserves the right to terminate the contract at any time, if it is found at a stage of its implementation that the tenderer/manpower supplier contractor is not successful in carrying out the work entrusted to him or the service/work is not as per the satisfaction of the Office of the SCIC/SIC Brihan Mumbai. In such case it will be open to award the contract to another agency, if necessary, which shall not be challenged by him before any court or authority, whatsoever.

Date: 05/12/2024

Secretary
Maharashtra State Information Commission

ANNEXURE – I
TECHNICAL BID FORM FOR SUPPLY OF MANPOWER TO
OFFICE OF SCIC Mumbai and SIC Brihan Mumbai.

Tender Reference No. MuMaAa-2024/C.R.No.95/02,
Dated - 05th December, 2024.

Note: The Tenderer/Bidder shall submit all required information in this Prescribed Tender Form and supporting Documents required for evidence.

1. Name of the Company/Agency :
2. Contact Number office (a) Land line : (c) Mobile:
(b) Fax : (d) E-mail :
3. Name and full Address of the Bankers :
4. Registration Number of the Company :
5. EPF No. of the Company :
6. ESI No. of the Company :
7. Service Tax Registration No. of the Company:
8. PAN Number :
9. Constitution of the Company/Firm a) Indian Companies Act, 1956 Or b) Indian Contract Act, 1872 Or c) Any other Act, if not, the owner.
10. Year wise turnover of last 3 years (Self Attested copy of ITR to be attached (2021-22, 2022-2023 & 2023-24).
11. Last 3 years Self Attested Income Tax Certificate (for the year 2021-22, 2022-2023 & 2023-24).
12. Experience in no. of years (Name & address of the Client with period of work must be enclosed for last Three years 2021-22, 2022-2023 & 2023-24). along with turnover and no. of manpower supplied).
13. Name, address and Mobile No. of the firm's representative.
14. The details of the payment made :

Payment Head Amount	Details of the payment mode
Tender Processing Fee	Rs. 10,000/-
Earnest Money Deposit (EMD)	Rs. 1,00,000/-

15. I/We have enclosed following relevant documents

- a) Self attested copy of PAN Card
- b) Self attested copy of SGST Registration Certificate.
- c) Self attested copy of Power of Attorney, if any
- d) Self attested copy regarding eligibility criteria regarding Turnover of 2021-22, 2022-2023 & 2023-24)
- e) Self Certified copy of (i) Registration Certificate under Employees provident fund Act and under Employees State Insurance Act, (II) EPFO Challans.
- f) Self Certified copy of License from Labour Commissioner to employ Contract labour under Contract Labour Act.
- g) Self certified copy of CGST Registration Certificate
- h) Self attested copy of Tender Processing Fee Receipt & EMD.

16. If my /our offer is not accepted by the Office Of SCIC/SIC Brihan Mumbai, the Earnest Money Deposit paid by me/us hereof shall be returned to me/us without interest. My/our Bank details are

- a) Name of the Bank-
- b) Branch Name-
- c) Bank address-
- d) IFSC code -

17. Any notice or letter of communication addressed to me/us at the address OR on e-mail address will be deemed a valid and proper notice of intimation to me/us.

18. I/we agree to abide by the decision of Secretary of Office Of SCIC regarding my/our eligibility.

Note :

The Tenderer/Bidder may send their representatives at the time of opening of the tenders with I.D. Proof and authorization letter. Without I.D. proof and authorization letter no representative will be allowed to participate at the time of opening of the tender. All pages of technical bid should be Numbered, duly signed and stamped by authorized signatory. Document submitted should be flagged with Serial Numbers.

I have read all the terms and conditions of the tender documents thoroughly and understand the terms thereof and I am abide by them, and agree to confirm those terms & conditions in all points & respect.

**Name/details of the
Authorized signatory :**

**Signature :
Name:**

ANNEXURE II

COMMERCIAL / FINANCIAL BID FORM FOR SUPPLY OF MANPOWER TO OFFICE OF SCIC/SIC BRIHAN MUMBAI

Tender Reference No. MuMaAa-2024/C.R.No.95/02,

Dated - 05th December, 2024.

Name of Agency in full : Name of the Applicant :

Address :

Phone. No. :

2. I/we the Authorized Representatives of the above named Agency :

Sr. No.

Full Name

Designation

Desire and hereby make an offer as manpower service provider for supply of manpower by abiding the terms & conditions stated in this tender/Bid Documents.

3. I am/ we are/ our principals are submitting herewith an offer as manpower service provider for supply of man power as per this Tender /Bid document as stated in the BOQ.

3.1 I/We state & confirm that the rates quoted are less than maximum service / Agency Charge fixed by Government of Maharashtra any such officer authorized by the State Government/ Government of India in that behalf.

4. If my/our offer is accepted by the Office Of SCIC and if I/we fail to fulfill or comply with the conditions as stated in the Tender Documents, the agreement so concluded between us shall stand rescinded by the Office Of SCIC and the amount of Earnest Money Deposit paid by me/us under this offer shall stand absolutely forfeited to the Office Of SCIC.

5. I/we shall keep this offer valid for a period of 90 days effective from the date of opening of E-Envelop No. 1 of the offer and shall not revoke or vary it before the expiry of 90 days from such date and in the event of my/ our failing to observe and perform this liability the Earnest Money Deposit paid under this offer shall stand absolutely forfeited to Office Of SCIC.

6. I/We also agree and accept Office Of SCIC/SIC Brihan Mumbai's full right to accept or reject my/our Tender/Bid or revoke at any time acceptance of my/our offer and may or may not accept any offer without assigning any reason whatsoever.

7. I/We hereby undertake to provide 'Security Deposit' for the period of contract as stated in Tender Document, if my Tender/Bid is accepted by Office Of SCIC finally.

8. I/we hereby declare that I/we have read and understand the terms & conditions as stated in the said Tender document and abide by the decision of the Office of SCIC.

Mumbai :

Date :

Name & Signature of Authorized Person

ANNEXTURE III

FORM OF BANK GUARANTEE , GUARANTEE BOND FOR SECURITY DEPOSIT (Revised)
(On stamp paper worth Rupees 100/-)

In consideration of the Office of the State Chief Information Commissioner and State Information Commissioner, Brihan Mumbai (here in after referred to as “the Office of SCIC/SIC Brihan Mumbai”) having agreed to exempt (here in after referred to as “the Contractor”) from depositing with the Office of SCIC in cash the sum of Rs.2,23,920/-(Two Lakh Twenty Three Thousand Nine Hundred Twenty Only) being the amount of Security Deposit payable by the Contractor to the Office of SCIC under the terms and conditions of the Agreement

dated the day of
and made between

The OFFICE Of SCIC/SIC Brihan Mumbai of the one part, and
The Contractor of the other part (hereinafter referred to as “the said Agreement”) for Rs.2,23,920/-(Two Lakh Twenty Three Thousand Nine Hundred Twenty Only) as security for due observance and performance by the Contractor of the terms and conditions of the said Agreement, on the Contractor furnishing to the Office of CCRTS a Guarantee in the prescribed form of a Schedule Bank of India being in fact those presents in the like sum of Rs. Rs.2,23,920/-(Two Lakh Twenty Three Thousand Nine Hundred Twenty Only) We -----
---- Bank/Limited through its branch at ----- registered in India under Act and having one of our Local Head Office at ----- do hereby :

1. Guarantee to the OFFICE Of SCIC/SIC Brihan Mumbai:

- (a) Due performance and observance by the Contractor of terms, covenants and conditions on the part of the Contractor contained in the said Agreement. and
- (b) Due and punctual payment by the Contractor to the Office Of SCIC/SIC Brihan Mumbai of all sums of money, losses, damages, costs, charges, penalties and expenses payable to the Government by the Office Of SCIC/SIC Brihan Mumbai under or in respect of the said Agreement.

2. Undertake to pay to the Office Of SCIC/SIC Brihan Mumbai on demand and without demur and not withstanding

any dispute or disputes raised by the Contractor(s) in any suit or proceeding filed in any court of Tribunal relating thereto the said sum of Rs.2,23,920/-(Two Lakh Twenty Three Thousand Nine Hundred Twenty Only) or such lesser sum as may demand by the Office Of SCIC/SIC Brihan Mumbai from us our liability hereunder being absolute and unequivocal and agree that.

3. (a) The guarantee herein contained shall remain in full force and effect during the subsistence of the said Agreement and that the same will be continue to be enforceable till all the dues of the Office Of SCIC/SIC Brihan Mumbai under or by virtue of the said Agreement have been duly paid and its claims satisfied or discharged and till the Office Of SCIC/SIC Brihan Mumbai certifies that the terms and conditions of the said Agreement have been fully properly carried out by the Contractor.

(b) We shall not be discharged or released from the liability under this Guarantee by reasons of-

(i) Any change in the constitution of the Bank or the Contractor. Or

(ii) Any agreement entered into between the Office Of SCIC/SIC Brihan Mumbai and the Contractor

with or without our consent.

(iii) Any forbearance or indulgence shown to the Contractor.

(iv) Any variation in the terms, covenants or conditions contained in the said Agreement.

(v) Any other conditions or circumstances under which, in law, a surety would be discharged.

(c) Our liability here under shall be joint and several with that of the Contractor as if we were the Principal debtors in respect of the said sum of Rs.2,23,920/-(Two Lakh Twenty Three Thousand Nine Hundred Twenty Only)and

(d) We shall not revoke this guarantee during its currency except with the previous consent in writing of the Office Of SCIC/SIC Brihan Mumbai.

IN WITNESS WHERE OF the Common Seal of

-----has been here into affixed

this day of -----

The Common Seal of -----was pursuant to the resolution of the Board of Directors of the Company

dated the ----- day of ----- herein affixed in the presence of ----- who, in token thereof, have hereto set their respective hands in the presence of :

1) -----

2) -----

3) -----

ANNEXTURE –IV

Educational Qualification and Proficiency in Shorthand Writing & Computer & Technical Qualification of typing for Clerk-Typist, Steno-Typist and Qualification for Driver and peon etc.

A) Clerk-Typist

A person to be placed as Clerk-Typist should have, educational as well as typewriting and computer proficiency qualification prescribed by the Government of Maharashtra Notification No.RTR-1002/CR-2/02/XIV-A, Dated 31.05.2006 / RTR-1013/CR-50/13/XIV-A, dated 21.02.2018 and amendments which will be made from time to time.

B) Stenographer (Marathi & English) :

A person to be placed as Steno-Typist should have a educational Stenographic/ Shorthand (Marathi & English) as well as along with typewriting qualification & computer proficiency qualification prescribed by the Government of Maharashtra vide Government Notification No. AAC/1593/3619/14A, Dtd. 31.07.1997 and amendments which will be made from time to time.

C) Drivers

A person to be placed as Driver for Light motor vehicle should have a educational qualification and driving qualification knowledge & proficiency prescribed by the Government of Maharashtra vide Government Notification No.RTR-1076/3107- XII,Dtd. 14.11.1980 / SRV-2015/CR-608/Desk-12, dated 02.03.2017 and amendments which will be made from time to time.

D) Peon

A person to be placed as Peon should have a educational qualification prescribed by the Government of Maharashtra vide Notification No.SRV-2014/C.R.322/12, Dtd.06, June, 2017 and amendments which will be made from time to time.

Item Rate BOQ

Tender Inviting Authority :- The Office of State Chief Information Commissioner And State Information Commissioner, Brihan Mumbai

Name of Work :- Manpower Tendering

Contract No:- No.MuMaAa-2024/C.R.No.95/02, Dated - 05th December, 2024.

Name of the Bidder/ Bidding Firm/ Company :-

Rate fixed by State Information Commission for the manpower per person per month

Sr. No.	Contractual Post Sanctioned (Type of resource)	Rate per month in Rs.
1	Higher grade Stenographer	38000
2	Lower grade Stenographer	38000
3	Clerk-Typist	32500
4	Driver	30000
5	Peon	25000

Price Schedule

Sr. No.	Contractual Post Sanctioned (Type of resource)	Minimum Qualification	Number of Manpower (A)	Cost on total post per month (B) *	Service Charge Quoted by Tenderer (must be filled in percentage form) (C) #
1	Higher grade Stenographer	Passed SSC examination of a government recognized Secondary and Higher Secondary Examination Board or equivalent. 1.Higher Grade Stenographer (English) Passed the English Shorthand Test of 120 words per minute and 40 WPM Typing speed Test of the Government-recognized Commercial Certificate Board 2. Higher Grade Stenographer (Marathi) - Passed the Marathi Shorthand Test of 120 words per minute and 30 WPM Typing speed Test of the Government-recognized Commercial Certificate Board For 1 and 2 in B above (Preference will be given if both English and Marathi shorthand are 120 words per minute)	2	76000	
2	Lower grade Stenographer	1) Passed Secondary School Certificate Examination, 2) Shorthand speed of 100 words per minute, 3) Government Commerce Certificate of Marathi typing speed of 30 words per minute or English typing speed of 40 words per minute is required.	2	76000	
3	Clerk-Typist	Clerk-Typist	8	260000	

		Degree of a recognized university or a qualification recognized as equivalent to a degree by the Government of Maharashtra. 02) Knowledge of Marathi, Hindi and English languages is required. 03) Candidates must have passed the Computer Handling Certificate Examination (MS-CIT or equivalent) prescribed by the Directorate of Information and Technology, Government of Maharashtra from time to time. 04) Typing Qualification Required Along with Educational Qualifications: Marathi typing speed of 30 wpm and English typing speed of at least 40 wpm. Government Commercial Certificate Examination for this qualification or a certificate examination declared equivalent by the Government for this purpose.			
4	Driver	Passed SSC examination of a government recognized Secondary and Higher Secondary Examination Board or equivalent. Must have valid driving license in the category.	2	60000	
5	Peon	Passed SSC examination of a government recognized Secondary and Higher Secondary Examination Board or equivalent.	6	150000	
		Total		622000	
		for One Year		7464000	

Note for Price Schedule:

- (a) The cost mentioned in column B is inclusive of Service Tax, Provident Fund, ESIC and any other statutory deductions to be made as per Central / State Law.
- (b) # Service charges should not be 'zero' or 'Nil'.
- (c) L-1 (Lowest Price) will be determined on the basis of Service Charges quoted by bidder in percentage form in Column C of Price Schedule. Service Charges quoted by bidder will remain same for all posts.
- (d) Payments shall be made by the Purchaser as per the terms and conditions of the Tender Documents.
- (e) The quoted consolidated monthly salary after deduction of service charge, ESIC and any other statutory deductions is mandatory to be paid to employee by bidder/service provider.
- (f) The Contractor shall mandatorily ensure that the cost per head as mentioned above after deduction of service charge, ESIC and any other statutory deductions is paid as monthly payments to their employees who are deployed in State Information Commission.
- (g) Commission reserve the right to make changes in number of manpower mentioned in Column A. Bidder shall be paid service charges, calculated in rupee term (based on quoted percentage in bid) based on actual number hired.

MAHARASHTRA STATE INFORMATION COMMISSION,
13TH FLOOR, NEW ADMINISTRATION BUILDING,
MADAM CAMA ROAD, HUTATMA RAJGURU CHOUK, MUMBAI-400032

TENDER NOTICE

Ref. No. **MuMaAa-2024-CR-95/02**: The Maharashtra State Information Commission (Tel no. 022-2204 9184) invites e-Tenders in the prescribed format from manpower service providers for supply of manpower (Higher Grade Steno / Lower Grade Steno/ Clerk-Typist/Driver/ Peon on Outsourcing basis for the period of one year from the date of commencement of services, after award of contract from the experienced manpower service provider for the office of Maharashtra State Information Commission and State Information Commission, Brihan Mumbai. The Detail Tender Notice with terms and conditions is available on the below mentioned websites. Interested bidders may contact the Secretary, Maharashtra State Information Commission, Mumbai for physical inspection of the place of work and nature of work.
<https://mahatenders.gov.in> and <https://sic.maharashtra.gov.in/>

The interested bidders may submit their tender offer from the website <https://mahatenders.gov.in> from 15/12/2024 at 15:00 hrs to 28/12/2024 till 15.00 hrs. In case of difficulty concerning online bid submission, for help contact 24x7 toll free number 0120-4001 002.

Sd/-

Secretary,

Maharashtra State Information Commission, Mumbai.

Dated: 05/12/2024

महाराष्ट्र राज्य माहिती आयोग
13 वा मजला, नवीन प्रशासकीय भवन,
मादाम कामा रोड, हुतात्मा राजगुरू चौक, मुंबई-४०० ०३२

ई-निविदा सूचना

संदर्भ क्र MuMaAa-२०२४-CR-९५/०२: महाराष्ट्र राज्य माहिती योग, मुंबई दुरध्वनी क. ०२२-२२०४ ९१८४) या कार्यालयात मनुष्यबळ सेवा पुरवठादारांकडून राज्य माहिती आयोग (मुख्यालय) व राज्य माहिती आयोग, वृहन्मुंबई खंडपीठ या कार्यालयांकरिता मनुष्यबळ (उच्च श्रेणी लघुलेखक / निम्नश्रेणी लघुलेखक/ लिपिक टंकलेखक/वाहनचालक/शिपाई) पुरविण्यासाठी एक वर्षाच्या कालावधीसाठी (निविदा स्विकृत होऊन करार झाल्यानंतर सेवा सुरू झाल्याच्या दिनांकापासून) अनुभवी मनुष्यबळ पुरवठा संस्थांकडून विहित नमुन्यात ऑनलाईन ई-निविदा निविदेतील कागदपत्रांमध्ये विनिर्देशित केल्याप्रमाणे मागवित आहेत. विस्तृत निविदा सूचना त्यासंबंधीच्या अटी व व शर्ती महाराष्ट्र शासनाच्या <https://mahatenders.gov.in>, आणि <https://sic.maharashtra.gov.in/> या संकेतस्थळावर उपलब्ध आहेत. इच्छुक ठेकेदारांना आपल्या निविदा दि. १५ /१२ /२०२४ दुपारी १५.०० ते दि. २८/१२/२०२४ दुपारी दुपारी १५.०० पर्यंत <https://mahatenders.gov.in> या संकेतस्थळावरून सादर करता येतील. इच्छुक ठेकेदार कामाचे ठिकाण व कामाच्या स्वरूपाची प्रत्यक्ष पाहणी करण्यासाठी, सचिव, महाराष्ट्र राज्य माहिती आयोग, मुंबई यांच्याशी संपर्क साधू शकतील.

ऑनलाईन ई-निविदासंबंधी अधिक माहितीकरिता २४ X ७ उपलब्ध असणाऱ्या **0120-4001 002** या टोल फ्री क्रमांकावर संपर्क साधावा .

सही/-
सचिव

दिनांक ०५/१२/२०२४

महाराष्ट्र राज्य माहिती आयोग, मुंबई