

**REQUEST FOR BID  
(Open E - Tender)**

**Open Tender for hiring of eligible service provider to provide  
required staff for  
Maharashtra State Board of Skill, Vocational Education and  
Training, Mumbai**

**Tender Ref No.: D.N.06/Manpower/2026/141  
Date: 29.01.2026**

**Issued by:**



**Maharashtra State Board of Skill, Vocational Education and Training**

C/ o Government Industrial Training Institute, 4<sup>th</sup> Floor,

Mithagar Road, Mulund (East), Mumbai 400081

Website - <https://msbsd.edu.in> Email - [secretary@msbsde.edu.in](mailto:secretary@msbsde.edu.in)

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**DISCLAIMER:**

1. The Secretary, Maharashtra State Board of Skill, Vocational Education and Training (Board), Government of Maharashtra hereinafter referred to as 'Tender Inviting Authority (TIA) has issued this Notice Inviting Tender hereinafter referred to as the Tender Document for selection of service provider to provide required staff to Board.
2. This tender document has been prepared with an intent to invite prospective applicants/ service providers and to assist them in making their decision of whether or not to submit a bid. It is hereby clarified that this tender is not an agreement and the purpose of this tender is to provide the service provider(s) with the information to assist them in the formulation of their bids. This tender document does not purport to contain all the information service providers may require. This tender may not be appropriate for all persons or entities and it is not possible for the TIA to consider the investment objectives, financial situation and particular needs of each service provider.
3. Board has taken due care in preparation of information contained herein. However, this information is not intended to be exhaustive. The interested service providers are required to make their own inquiries so that they do not solely rely on the information contained in this tender document in submitting their bids. This tender document includes statements, which reflect various assumptions and assessments arrived at by the TIA in relation to the project. Such assumptions, assessments and statements do not purport to contain all the information that each service provider may require.
4. This tender is not an agreement by or between the TIA and the prospective service providers or any other person and the information contained in this document is provided on the basis that it is non-binding on the TIA, any of its authorities or agencies, or any of their respective officers, employees, agents, or advisors. The TIA makes no representation or warranty and shall incur no liability under any law as to the accuracy, reliability or completeness of the information contained in the tender document. Each service provider is advised to consider this document as per his understanding and capacity. The service providers are also advised to do appropriate examination, enquiry and scrutiny of all aspects mentioned in this document before bidding. The service providers are also requested to go through this tender document in detail and bring to notice of the TIA, any kind of error, misprint, inaccuracies, or omissions in the document. The TIA reserves the right not to proceed with the project, to alter the timetable reflected in this document, or to change the process or procedure to be applied. It also reserves the right to decline to discuss the project further with any party submitting a bid.
5. No reimbursement of cost of any type will be paid to persons or entities submitting a bid. The service provider shall bear all costs arising from, associated with or relating to the preparation and submission of its bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the TIA or any other costs incurred in connection with or relating to its bid.
6. This issue of tender does not imply that the TIA is bound to select and technically qualify bids or to appoint the selected service provider, as the case may be, for the project and it reserves the right to reject all or any of the bids without assigning any reasons whatsoever.
7. The TIA may, in its absolute discretion but without being under any obligation to do so, update or amend the information contained in this tender document before bid submission deadline.
8. The TIA, its employees and advisors make no representation or warranty and shall have no liability (for any cost, damage, loss or expense which may arise from or is incurred or suffered on account of anything contained in this tender document or otherwise, including but not limited to the accuracy, adequacy, correctness, completeness or reliability of the tender document and any assessment, assumption, statement or information contained therein or deemed to be part of this document or arising in any way with eligibility of service provider for participation in the bidding process) towards any Applicant or service provider or a third person,

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under any law, statute, rule, regulation or tort law, principles of restitution or unjust enrichment or otherwise.

9. The TIA also accepts no liability of any nature whether resulting from negligence or otherwise caused arising from reliance of any service provider upon the statement contained in this tender document.
10. Interested service providers, after careful review of all the clauses of this 'Notice Inviting Bid', are encouraged to send their suggestions in writing to the TIA. Such suggestions, after a review, may be incorporated into this tender document as a corrigendum, which shall be uploaded onto the e-tendering website <https://mahatenders.gov.in>.
11. All eligible service providers need to be registered on <https://mahatenders.gov.in> portal to generate login credentials and to download the bid documents for online bid preparation / decryption etc.

**1. Invitation to Bid**

1.1. About Board:

- 1.1.1. Government of Maharashtra had established Maharashtra State Technical Education Examination Board (MSBTEE) in 1956 under Directorate of Technical Education. In due course of time due to exponential growth of technical and vocational education, Government of Maharashtra bifurcated Directorate of Technical Education and established Directorate of Vocational Education and Training in 1986. Subsequently Maharashtra State Technical Education Examination Board (MSBTEE) was also bifurcated and Maharashtra State Vocational Education Examination Board (MSBVEE) was established vide Government of Maharashtra Resolution EXM-7384/ 38751/ (535) TE-1 (A) dated 23.01.1986.
- 1.1.2. Maharashtra State Vocational Education Examination Board (MSBVEE) is now renamed and established as Maharashtra State Board of Skill, Vocational Education and Training to regulate matters pertaining to Skill, Vocational Education and Training and Entrepreneurship Education as per the National Skill Qualification Framework and other Skills Courses in the State of Maharashtra vide Maharashtra State Board of Skill, Vocational Education and Training Act, 2021 (Mah. Act No. IX of 2022) dated 20.01.2022 which came into force on 26.01.2022.
- 1.1.3. The functions of Board can broadly be classified as following:
  - 1.1.3.1. Design and Approval of Course
  - 1.1.3.2. Affiliation of Vocational Training Institute (VTI)
  - 1.1.3.3. Training Management
  - 1.1.3.4. Assessment and Certification
- 1.1.4. Maharashtra State Council for Vocational Training (MSCVT) has been now merged with the Board. All the activities of MSCVT and affiliated institutes have been transferred to Board vide Government of Maharashtra Resolution VOC-2020/ P.K.111/ Kaushalya-2, dated 16.02.2022
- 1.1.5. Courses:
  - 1.1.5.1. Board presently offers varied duration Certificate Courses, Diploma Courses, Advance and Post Graduate Diploma Courses.
  - 1.1.5.2. These courses are divided in 37 different sectors. The courses are designed to give hands on experience in the respective skills set and hence 70 to 80 percentage of course is practical based.
  - 1.1.5.3. Beyond its own courses, Board has adopted all the courses designed by Sector Skill Councils. Thus, as on date Board imparts training in various 2500+ courses across 6500+ Vocational Training Institutes. Both the number of courses and institutes are increasing exponentially.
- 1.1.6. Assessment:
  - 1.1.6.1. The assessment is done at the end of their training for certificate courses and annually for Diploma, Advance Diploma and Post Graduate Diploma courses.
  - 1.1.6.2. The assessment comprises of both formative and summative assessment to as to evaluate the trainee's over performance during the training period and at the end of training.
  - 1.1.6.3. Board has been conducting assessment of candidates trained under various District, State and Central schemes along with training funded through CSR and self-funded basis.

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- 1.1.6.4. Board is also conducting practical examinations for technical subjects at 10<sup>th</sup> Standard on behalf of Maharashtra State Board of Secondary and Higher Secondary School Examination, Pune
- 1.1.6.5. Board issues assessment statement to all the trainees undergoing training and offers certificate to the successful trainees.
- 1.2. The Secretary of the Board invites Online Bids through E-Tender portal <https://mahatenders.gov.in> from eligible service provider to provide required staff to Board.
- 1.3. The service providers are advised to study this tender document carefully, before submitting their bids in response to this Notice Inviting Tender. The submission of a bid in response to this tender shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications. The main objective is to obtain a competitive price and ensure that the successful service agency provides required skilled professionals to Board as per the qualification criteria.
- 1.4. The complete tender document has been published on E-Tender portal <https://mahatenders.gov.in>. The downloaded bid document shall be considered valid for participation in the electronic bidding process (e-Tendering) subject to the submission of required tender/ bidding document fee and EMD.
- 1.5. The service providers who wish to participate in this bidding process must register on E-Tender portal <https://mahatenders.gov.in>.
- 1.6. To participate in online bidding process, service providers must procure a Digital Signature Certificate of appropriate class as per Information Technology Act - 2000 using which they can digitally sign and encrypt their electronic bids.
- 1.7. A Two (2) envelope selection procedure shall be adopted.
- 1.8. The service provider's authorized signatory shall submit their offer online in electronic formats for Technical and Financial bids. The tender document fees and Earnest Money Deposit (EMD) should be submitted online as per the details provided in the bid document.
- 1.9. The TIA shall not be responsible for any delay or error in online submission due to any reason. For this, service providers are requested to upload the complete required bid documents well in advance so as to avoid issues like slow speed, or any other unforeseen problems. For queries related to bid submission, the service providers may contact the helpdesk at <https://mahatenders.gov.in>.
- 1.10. The service providers are also advised to refer "Service providers manual kit" available on <https://mahatenders.gov.in> for further details regarding the e-tendering process.

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**2. Key Events and Dates**

S.N.	Information	Details
2.1	Date & Time for Commencement of Downloading Tender Document	Date: 29.01.2026 Time: 11:00 Hours
2.2	Tender Reference Number	D.N.06/Manpower/2026/141 Date: 29.01.2026
2.3	Date and Time for Pre- Bid Conference	Date: 03.02.2026, Time: 11:00
2.4	Last date & time for downloading online preparation (Upload of Technical Document & Offer)	Date: 12.02.2026, Time: 15:00
2.5	Last Date (deadline) & Time for submission of bids	Date: 12.02.2026, Time: 15:00
2.6	Date and Time for Opening of Technical Bids	Date: 13.02.2026, Time: 15:00
2.7	Date and Time for Opening of Financial Bids	To be informed to the qualified service providers
2.8	Address for Communication and Pre-Bid Conference	The Secretary, Maharashtra State Board of Skill, Vocational Education and Training C/ o Government Industrial Training Institute, 4th Floor, Mithagar Road, Mulund (East), Mumbai 400081 Website - <a href="https://msbsvet.edu.in">https://msbsvet.edu.in</a> Email - <a href="mailto:msbve.secretary@dvet.gov.in">msbve.secretary@dvet.gov.in</a>

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**3. Other Important Information related to Bid**

S.N.	Information	Details
3.1	Tender Fee	Rs. 10,000/- (Rupees Ten Thousand only) to be paid online on the e-tender portal at the time of submission of the tender
3.2	Earnest Money Deposit (EMD)	Rs. 1,00,000/- (Rupees One lakhs only) to be paid online on the e-tender portal at the time of submission of the tender.
3.3	Bid Validity Period	120 days from the date of opening of the technical bid
3.4	Performance Security	10% of the total value of the service charges to be paid by successful service provider up to three years.
3.5	Last date for furnishing Performance Security in the form of Bank Guarantee or Demand Draft (Payable at Mumbai) to "Secretary, Maharashtra State Board of Skill, Vocational Education and Training" by the successful service provider.	Within fifteen (15) working days of the date of notice of award of the contract or prior to signing of the contract whichever is earlier or as intimated in the award of contract issued by the Maharashtra State Board of Skill, Vocational Education and Training. The Performance Security shall be valid for 60 days after the ending of the rate contract/ extended date of rate contract.
3.6	Last date for signing the contract	As intimated in Award of Contract by the Tender Inviting Authority

Sd/ -  
Secretary,  
Maharashtra State Board of Skill, Vocational  
Education and Training

#### **4. Instructions to Service Providers**

This section includes all the important information required to bid for this project.

##### **4.1. General Information and Guidelines**

- 4.1.1. The TIA invites bids from eligible service providers as per the Scope and Technical Criteria mentioned in this tender document.
- 4.1.2. Any contract that may result from this bidding process will be effective from the date of Signing of Contract and shall, unless terminated earlier in accordance with its terms, continue up to 3 (three) years which may be extended as per the need of the project and on the performance of the service provider.
- 4.1.3. The TIA reserves the right to extend the Term on mutually agreed terms at the sole discretion of the TIA, subject to any obligations under applicable law.
- 4.1.4. All information supplied by the service providers may be treated as contractually binding on the service providers, on the successful award of the assignment by the TIA on the basis of this tender document.
- 4.1.5. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the TIA. Any notification of preferred service provider status by the TIA shall not give rise to any enforceable rights by the service provider. The TIA may cancel this public procurement at any time prior to a formal written contract being executed by or on its behalf.
- 4.1.6. This tender document supersedes and replaces any previous public documentation & communications and the service providers should place no reliance on such communications.
- 4.1.7. All figures of costs, project values and others should be mentioned in Indian Rupees only.
- 4.1.8. No service provider shall submit more than one Bid for this tender.

##### **4.2. Consortium Conditions - Not Applicable.**

##### **4.3. Tender Fees**

The service providers are required to pay a Tender fee of amount as mentioned in point no. 3.1 above through the e-Tender Portal's Online Payment Gateway. The Tender fee is non-refundable. The tender document can be downloaded free of cost from the portal <https://mahatenders.gov.in> on registration. The bids that are not accompanied by the tender fee shall be considered non-responsive and shall be rejected.

##### **4.4. Earnest Money Deposit (EMD)**

The service providers are required to deposit the EMD of amount as mentioned in point no. 3.2 above through the Online Payment Gateway as integrated on the <https://mahatenders.gov.in>.

- 4.4.1. The EMD shall be denominated in Indian Rupees only. No interest shall be payable to the service provider on the amount of the EMD.
- 4.4.2. The EMD should be valid for 180 days from the date of technical bid opening.
- 4.4.3. The bids submitted by service providers who are not exempted as mentioned above and without the prescribed EMD, shall be rejected.
- 4.4.4. The unsuccessful service provider's EMD shall be returned within 120 days from the date of opening of the financial bid.
- 4.4.5. The EMD of successful service provider will be returned after the award of contract and submission of the Performance Security in the form of Bank Guarantee within specified time and in accordance with the format given in the tender document.
- 4.4.6. The EMD may be forfeited:
  - 4.4.6.1. If a service provider withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any.

- 4.4.6.2. If successful service provider fails to sign the Contract or to furnish Performance Security in the form of Bank Guarantee within specified time in accordance with the format given in the tender document.
- 4.4.6.3. If during the bid process, a service provider indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization. The decision of the TIA regarding forfeiture of the EMD shall be final and binding upon service providers.
- 4.4.6.4. If during the bid process, any information is found false/ fraudulent/ mala fide, then the TIA shall reject the bid and if necessary, initiate action.

**4.5. Contact Details**  
For any clarifications & communication with regards to the tender document, the service providers are expected to communicate at the contact information provided below:

Designation: Secretary  
E-mail ID: secretary@msbsde.edu.in

**4.6. Pre-Bid Meeting**  
The TIA will host a Pre-Bid Meeting for queries, if any, by the prospective service providers. The date, time and place of the meeting are specified in Section 2 - Key Events and Dates. The representatives of the service providers may attend the pre-bid meeting at their own cost. The purpose of the pre-bid meeting is to provide a forum to the service providers to clarify their doubts/ seek clarifications or additional information, necessary for them to submit their bid. The service providers shall submit their pre-bid queries as per the schedule specified in the tender document Section 2. The service providers are required to send/ bring the queries only in the format specified in Annexure 5. The response to the queries shall be published on <https://mahatenders.gov.in>. No telephonic queries shall be entertained. This response of the TIA, against the Pre-Bid queries, shall become integral part of tender document.

**4.7. Corrigendum/ Amendment to the Tender**  
At any time prior to the deadline (or as extended by the TIA) for submission of bids, the TIA for any reason, whether at its own initiative or in response to clarifications requested by the service provider, may modify the tender document by issuing amendment(s) or issue additional data to clarify an interpretation of the provisions of this tender. Such supplements, amendments/ corrigendum to the tender document, issued by the TIA would be displayed on <https://mahatenders.gov.in> and shall be deemed to be incorporated by this reference into this tender document.  
Any such supplement/ corrigendum / amendment will be binding on all the service providers. The TIA will not be responsible for any misinterpretation of the provisions of this tender document on account of the service providers' failure to update the bid documents based on changes announced through the website.  
In order to allow service providers a reasonable time to take the supplement/ corrigendum/ amendment(s) into account in preparing their bids, the TIA, at its discretion, may extend the deadline for the submission of bids.

**4.8. Completeness of the Response**

- 4.8.1. The service providers are advised to study all instructions, forms, terms, requirements and other information in the tender document carefully. Submission of bid shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.
- 4.8.2. The response to this tender should be full and complete in all respects. Failure to furnish all information required by the tender document or submission of a

bid not substantially responsive to the tender document in every respect will be at the service provider's risk and may result in rejection of its bid.

**4.9. Bid Preparation Cost**

The service provider shall be responsible for all costs incurred in connection with participation in the tender process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/ discussions/ presentations, preparation of bid, in providing any additional information required by the TIA to facilitate the evaluation process, and in negotiating a definitive Service Agreement (SA) and all such activities related to the bid process. This tender document does not provide any kind of commitment on behalf of the TIA, to award a Contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award of the Contract for implementation of this project.

**4.10. Right to Termination**

The TIA may terminate the bid process at any time and without assigning any reason. The TIA makes no commitments, expressed or implied, that this process will result in a business transaction with anyone. This tender document does not constitute an offer by the TIA. The service provider's participation in this process may result in the TIA selecting the service provider to engage towards execution of the contract.

**5. Bid Submission Instructions**

**5.1. Online Bid Submission**

- 5.1.1. The service provider shall submit the bid online through E-Tender portal <https://mahatenders.gov.in>
- 5.1.2. To view Tender Notice, Detailed Time Schedule, Tender Document its supporting documents etc., kindly visit E-Tender portal <https://mahatenders.gov.in>
- 5.1.3. The bids submitted, shall comprise of the following 2 parts:
  - 5.1.3.1. A Two (2) envelope/ cover system shall be followed for the bid:
    - Envelope A: Technical Bid (Refer Section 5.3 for documents to be submitted as per the format specified in this tender document)
    - Envelope B: Financial Bid
  - 5.1.3.2. The Bid shall include the following documents:

**Table: Documents Required**

S.N.	Document Type	Document Format	Online Submission
<b>Technical Bid: Envelope - A</b>			
1.	Tender Fee	Online on the e-tender portal	Yes
2.	EMD	Online on the e-tender portal	Yes
3.	Technical Bid	The Technical Bid shall be prepared in accordance with the requirements specified in the <b>Section 5.2 &amp; 5.3</b> of this tender document	Yes
<b>Financial Bid: Envelope - B</b>			
4.	Financial Bid	The Financial Bid shall be prepared in accordance with the requirements specified in this tender document and in the format prescribed in <b>Annexure 3</b> .	Yes

- 5.1.3.3. The service provider should ensure that all the required documents, as mentioned in this tender document, are submitted along with the bid and in the prescribed format only.

- 5.1.3.4. Non-submission of the required documents or submission of the documents in a different format/ content may lead to the rejection of the bid submitted by the service provider.
- 5.1.3.5. It shall be the sole responsibility of the service provider to ensure that all the documents required for the Technical Bid including all annexures, technical specification compliance sheet and Financial Bid etc. are uploaded on the portal well within time and the TIA shall not entertain any representation from any service provider, who fails to upload the requisite documents within the stipulated time and date on account of any technical issues related to low internet connectivity, size of the files to be uploaded, error with regards to uploading of correct file etc. Therefore, the service providers are notified that they must read the instructions/ information given on the homepage of the e-tender portal and must understand all the nuances of technology in advance.
- 5.1.3.6. The service providers should note that the bids will be evaluated on the basis of documents referenced against evaluation criteria of the pre-qualification, annexures, technical bid and compliance to technical specification only.
- 5.1.4. The TIA will not accept the delivery of the bids and any other supporting documents, in any manner, other than that specified in this tender document. Any bid delivered in any other manner shall be treated as defective, invalid and rejected. Under no circumstances, any physical documents will be accepted after submission of bid.
- 5.1.5. It is required that all the bids submitted in response to this tender document should be unconditional in all respects, failing which the TIA reserves the right to reject the Bid.
- 5.1.6. It shall be the responsibility of the service provider to re-check that each page of the requisite document uploaded as a part of the bid is stamped and duly signed by an authorized signatory.
- 5.1.7. Modification and withdrawal of Bids:
  - 5.1.7.1. Resubmission of bid by the service providers for any number of times before the final date and time of submission is allowed.
  - 5.1.7.2. Resubmission of bid shall require uploading of all documents including price bid a fresh
  - 5.1.7.3. If the service provider fails to submit his modified bids within the pre-defined time of receipt, the system shall consider only the last bid submitted.
  - 5.1.7.4. The Service provider can withdraw its bid before the closure date and time of receipt of the bid by uploading scanned copy of a letter addressing to the Officer Inviting Bid citing reasons for withdrawal. The system shall not allow any withdrawal after expiry of the closure time of the bid.
  - 5.1.7.5. The service provider should avoid submission of bid at the last moment to avoid system failure or malfunction of internet or power failure or for any other reason.

## 5.2. **Eligibility Criteria**

The Service Provider shall fulfill all of the following eligibility criteria independently, as on the date of submission of bid.

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<b>S.N.</b>	<b>Eligibility Criteria</b>
5.2.1	The Service provider may be a Proprietary firm/ Partnership firm/ Limited Company/ Corporate body legally constituted and should be registered with the appropriate registration authority;
5.2.2	The Service Provider should have at least 5 years' experience in providing Manpower Services or Office Manpower Services to Central Government/ Any State Government/ CPSU/ SPSU/ Government Autonomous organizations/ Public Sector Companies/ Public Sector Banks/ Public Sector Insurance Companies/ Private Company;
5.2.3	The Service Provider should have successfully executed/ executing at least 10 contracts for providing Manpower Services or Office Manpower Services to any State Government/ CPSU/ SPSU/ Government Autonomous organizations/ Public Sector Companies/ Public Sector Banks/ Public Sector Insurance Companies/ Private Sector;
5.2.4	The Service Provider must have a minimum average annual turn-over of Rs. 4 crores during last three financial years (FY 2022-23, 2023-24 and 2024-25). This should be from audited financial statement. (For FY 2024-25 they can submit a declaration from their CA with details of till date turnover for the respective agency if the audit report is not ready)
5.2.5	There should be no case pending with the Police against the Proprietor/ Firm/ Partner or the Company as a whole (Service Provider) and the Service Provider shall not have been blacklisted by any Government Departments, Public Sector Companies, Banks and Government Autonomous organizations. An affidavit in this regard shall be submitted;
5.2.6	The Service Provider should be registered with GST;
5.2.7	The Service Provider should be registered with appropriate authorities under Employees Provident Fund.
5.2.8	The service provider should be registered with appropriate authorities under Employees State Insurance Acts.

**Note:**

1. It is mandatory to submit the specified documents in support of the above eligibility criteria and the company/ firm/ agency is likely to be disqualified should it fail to provide any of the specified documents.
2. For the purpose of the above-mentioned eligibility criteria, the proofs and relevant certificates of only the bidding entity will be considered. Turnover or any other documents of any parent, subsidiary, associated or other related entity will not be considered.

**5.3. Technical Bid (Envelope A)**

The Technical bid must be submitted online (Envelope A) as per the instructions on the GeM portal and in this tender document. Following documents are mandatory and should be submitted online.

- 5.3.1. Tender Form as per **Annexure 1**.
- 5.3.2. Service provider's details and Performance statement for last five years in the format given in **Annexure 2** supported by copies of purchase orders/ Contract agreements. (Please note operation and maintenance contracts do not qualify under this provision)
- 5.3.3. Satisfactory certificates issued by the clients for the last five years (minimum 5 certificates to be attached). (Please note operation and maintenance contracts do not qualify under this provision)
- 5.3.4. Turnover certificate (This should be from audited financial statement & as per **Annexure 6**) issued by the Chartered Accounts for last three years (2021-22, 2020-21, 2019-20).
- 5.3.5. GST registration certificate

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- 5.3.6. Registration under Employees Provident Fund.
- 5.3.7. Registration under Employees State Insurance Acts.
- 5.3.8. An Affidavit on non-judicial stamp paper of Rs. 100/- specifying that the service provider has not been found guilty and has not been blacklisted or debarred by any State Government or Central Government Department/ Union Territory/ Local Authority/ Central and State Government Undertaking or Government Organizations for providing as on the date of submission of bid. (**Annexure 4**)
- 5.3.9. An Affidavit on non-judicial stamp paper of Rs.100/- by the service provider stating that if any information submitted as a part of this bid is found misleading/ false during scrutiny of documents the Service Provider will be blacklisted for 3 years (**Annexure 7**).

5.4. **Financial Bid (Envelope B)**

- 5.4.1. Financial/ price offer must be submitted online on E-Tender portal <https://mahatenders.gov.in>
- 5.4.2. Rates should be quoted in the financial bid format as per **Annexure 3** in accordance with the details and terms and conditions as mentioned in this tender document.
- 5.4.3. Minimum Floor price for minimum wage based Manpower Outsourcing Service In compliance of O.M.No.F.6/1/2023-PPD, Dated 06.01.2023 issued by Procurement Policy Division, Department of Expenditure, Ministry of Finance, Government of India, the minimum service charges in the procurement of Manpower Outsourcing Service is fixed as 3.85% (3% profit plus transaction charges, which are at 0.85% at present) such charges should not exceed 7% (including transaction charges) in any case.
- 5.4.4. Quoted price shall be inclusive of
  - 5.4.4.1. All applicable legal dues prevailing in the State of Maharashtra like Provident fund, ESI etc.
  - 5.4.4.2. Accidental insurance, Health insurance etc.,
  - 5.4.4.3. All expenses, overheads, administrative cost but excluding professional tax and GST
- 5.4.5. Price shall be quoted as Percentage of Service Charges of Total Monthly Amount Payable to the deployed Staff both in figures and words.  
Note: Service provider should pay to appointed staff as per the payment mentioned in the **Annexure A**. Financial quote should be based as Percentage of Service Charges of Total Monthly Amount Payable to the deployed Staff.

5.5. **Validity of Bid**  
The bid shall be valid for a period of 120 days from the date of opening of the technical Bid. A bid valid for a shorter period may be rejected as non-responsive. In exceptional circumstances, at its discretion, the TIA may solicit the service provider's consent for an extension of the validity period. The request and the responses thereto shall be made in writing or by email.

5.6. **Corrections/ Errors in Financial Bid**

- 5.6.1. The service providers are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted figures will be entertained after the last date for submission of bids.
- 5.6.2. The quoted price shall be corrected for arithmetical errors by TIA.

- 5.6.3. In cases of discrepancy between the prices quoted in words and in figures, amount written in words shall be considered.
- 5.6.4. The amount stated in the financial bid, adjusted in accordance with the above procedure and as stated in **Annexure 3** of this tender document, shall be considered as binding on the service provider for evaluation.

5.7. **Language**  
The bid should be submitted by the service provider in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the service providers. For purposes of interpretation of the bid, the English translation shall govern. If any documentary evidence for 'Experience' is in other languages, a true translation of the copy, attested by Notary shall be enclosed.

5.8. **Conditions under which Tender is issued.**

- 5.8.1. This tender document is not an offer and is issued with no commitment. The TIA reserves the right to withdraw the tender document and change or vary any part thereof, at any stage. The TIA reserves the right to disqualify any service provider, should it be so necessary at any stage.
- 5.8.2. The timing and sequence of events resulting from this tender document shall ultimately be determined by the TIA.
- 5.8.3. No verbal conversations or agreements with any official, agent, or employee of the TIA shall affect or modify any terms of this tender document and any alleged verbal agreement or arrangement made by a service provider with any agency, official or employee of the TIA shall be superseded by the definitive agreement that results from this tender process. Verbal communications by the TIA to service providers shall not be considered binding on it, nor shall any written materials provided by any person other than the TIA.
- 5.8.4. Neither the service provider nor any of the service provider's representatives shall have any claims whatsoever against the TIA or any of their respective officials, agents, or employees arising out of or relating to this tender document or these procedures (other than those arising under a definitive service agreement with the service provider in accordance with the terms thereof).
- 5.8.5. Until the Contract is awarded and during the validity of the Contract, service providers shall not, directly or indirectly, solicit any employee of the TIA to leave the office or any other officials involved in this tender process in order to accept employment with the service provider, or any person acting in collusion with the service provider, without prior written approval of the TIA.

5.9. **Right to the content of Bids**  
All bids and accompanying documentation of the Technical bids will become the property of the TIA and will not be returned after opening of the Technical bids. The TIA is not restricted in its rights, to use or disclose any or all of the information contained in the bid and can do so without compensation to the service providers. The TIA shall also not be bound by any language in the bid indicating the confidentiality of the bid, or any other restriction on its use or disclosure.

5.10. **Non-Conforming Bid**  
A bid may be construed as a non-conforming bid and ineligible for consideration if:

- 5.10.1. It does not comply with the requirements of this tender document.

5.10.2. It does not follow the format requested in this tender document or does not appear to address the requirements as specified by the TIA.

5.11. **Disqualification**

The bid is liable to be disqualified in the following cases or in case the service provider fails to meet the requirements as indicated in this tender document:

- 5.11.1. The bid is not submitted in accordance with the procedure and formats prescribed in this document or treated as non-conforming bid.
- 5.11.2. During the validity of the bid, or its extended period, if any, the service provider increases the quoted prices.
- 5.11.3. The service provider qualifies the bid with own conditions.
- 5.11.4. The bid is submitted in an incomplete form.
- 5.11.5. The information submitted in the Technical bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the Contract (no matter at what stage) or during the tenure of the Contract including the extension period, if any.
- 5.11.6. The Financial bid is enclosed with the Technical bid.
- 5.11.7. The service provider tries to influence the bid evaluation process by unlawful/ corrupt/ fraudulent means at any point of time during the tender process.
- 5.11.8. In case any service provider submits multiple bids or if common interests are found in two or more service providers, the service providers are likely to be disqualified,
- 5.11.9. The service provider fails to deposit the Performance Security in the form of Bank Guarantee or fails to enter into a Contract within specified period mentioned in the Award of Contract or within such extended period, as may be specified by the TIA.
- 5.11.10. Any form of canvassing / lobbying / influence / query regarding shortlisting etc. will be treated as disqualification. While evaluating the bids, if it comes to the TIA's knowledge expressly or implied, that some service providers may have colluded in any manner whatsoever or otherwise joined to form an alliance resulting in delaying the processing of bid, then the service providers so involved are liable to be disqualified for this Contract as well as for a further period of four years from participation in any of the tenders floated by the TIA.
- 5.11.11. If the Technical bids contains any information on price, pricing policy, pricing mechanism or any information indicative of the financial aspects of the bid.

5.12. **Acknowledgement of Understanding**

By submitting the bid, each service provider shall be deemed to acknowledge that service provider has carefully read all sections of this tender document, including all forms, schedules, annexure, corrigendum and addendums (if any) hereto, and has fully informed itself as to all existing conditions and limitations.

**6. Bid opening and Evaluation process (QCBS Matrix - 30:70)**

6.1. **Bid Opening**

On the date and time specified in the tender notice following procedure will be adopted for opening of tender for which tenderer is free to attend himself or depute an authorized officer as his representative.

6.2. **Opening of Envelop A (Technical Bid)**

Envelope No. A (Technical bid) of the tenderer will be opened in the presence of tender opening authority and in the presence of tenderer/ their representatives through e-tendering procedure.

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**6.3. Data for Evaluation of Technical Bid (QCBS Matrix)**

S.N.	Evaluation Criteria		Maximum Marks						
1	<p>The Service Provider number of years of experience in providing Manpower Services or Office Manpower Services on outsourcing (Calculated from the date of first contract date)</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">No of years' experience</td><td style="width: 50%;">Marks</td></tr> <tr> <td style="text-align: center;">5</td><td style="text-align: center;">10</td></tr> <tr> <td style="text-align: center;">Above &amp; years</td><td style="text-align: center;">1 mark for each year subject to max 20 marks</td></tr> </table> <p>If the experience is 6 months and above then bidder will get proportionate marks will be based on information provided in <b>ANNEXURE 2</b></p>		No of years' experience	Marks	5	10	Above & years	1 mark for each year subject to max 20 marks	20
No of years' experience	Marks								
5	10								
Above & years	1 mark for each year subject to max 20 marks								
2	<p>The Service Provider average annual turnover during three financial years (FY 2022-23, 2023-24 &amp; 2024-25)</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Turnover in crore</td><td style="width: 50%;">Marks</td></tr> <tr> <td style="text-align: center;">4</td><td style="text-align: center;">10</td></tr> <tr> <td style="text-align: center;">Above 4 crores</td><td style="text-align: center;">1 mark for each crore subject to max 15 marks</td></tr> </table> <p>Marks will be based on information provided in <b>ANNEXURE 6</b></p>		Turnover in crore	Marks	4	10	Above 4 crores	1 mark for each crore subject to max 15 marks	15
Turnover in crore	Marks								
4	10								
Above 4 crores	1 mark for each crore subject to max 15 marks								
3	<p>The Service Provider average annual positive Net worth during three financial years (FY 2022-23, 2023-24 &amp; 2024-25)</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Net worth in Lakh</td><td style="width: 50%;">Marks</td></tr> <tr> <td style="text-align: center;">50 Lakh</td><td style="text-align: center;">10</td></tr> <tr> <td style="text-align: center;">Above 50 Lakh</td><td style="text-align: center;">1 mark for each 50 lakh subject to max 15 marks</td></tr> </table> <p>Marks will be based on information provided in <b>ANNEXURE 6</b></p>		Net worth in Lakh	Marks	50 Lakh	10	Above 50 Lakh	1 mark for each 50 lakh subject to max 15 marks	15
Net worth in Lakh	Marks								
50 Lakh	10								
Above 50 Lakh	1 mark for each 50 lakh subject to max 15 marks								
4	<p>No of similar contracts successfully executed/ executing for providing minimum 30 manpower per contract (as on date of bid submission).</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">No of contract completed</td><td style="width: 50%;">Marks</td></tr> <tr> <td style="text-align: center;">3</td><td style="text-align: center;">10</td></tr> <tr> <td style="text-align: center;">Above 3 contracts</td><td style="text-align: center;">1 mark for each contract subject to max 15 marks</td></tr> </table> <p>Marks will be based on information provided in <b>ANNEXURE 2</b></p>		No of contract completed	Marks	3	10	Above 3 contracts	1 mark for each contract subject to max 15 marks	15
No of contract completed	Marks								
3	10								
Above 3 contracts	1 mark for each contract subject to max 15 marks								
5	<p>No of manpower on roll (PF Challan) during last 6 months (as on date of bid submission).</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">No of Manpower</td><td style="width: 50%;">Marks</td></tr> <tr> <td style="text-align: center;">200</td><td style="text-align: center;">10</td></tr> <tr> <td style="text-align: center;">Above 200</td><td style="text-align: center;">1 mark for each next 50 manpower subject to max 15 marks</td></tr> </table> <p>Marks will be based on information provided in <b>ANNEXURE 2</b></p>		No of Manpower	Marks	200	10	Above 200	1 mark for each next 50 manpower subject to max 15 marks	15
No of Manpower	Marks								
200	10								
Above 200	1 mark for each next 50 manpower subject to max 15 marks								
6	<p>Strategy Presentation</p> <p>Maximum 10 slides to highlight below mentioned points.</p> <ul style="list-style-type: none"> <li>• Understanding of Scope of Work</li> <li>• Client Credentials and Technical Capability of the bidder</li> <li>• Requirements and comprehensive solution to meet the expectations of the office.</li> <li>• Variety of Manpower deployed by the bidder at client.</li> <li>• Average lead time</li> <li>• Presence of mechanism for continuous head hunt and hiring methodology</li> <li>• Facilities/ opportunities for career advancement within organization</li> </ul>		20						
	<b>Total Marks</b>		<b>100</b>						

**6.4. Technical Evaluation Parameters:**

- 6.4.1. Technical evaluation as per the above matrix will be carried out only if the bid is otherwise technically qualified as per 5.2 Eligibility Criteria of tender document.
- 6.4.2. Marking will be done based on the bidder's response subject to confirmation from the submitted documents justifying the response.
- 6.4.3. The bidder must secure a minimum of **60 marks out of 80 in S.N. 1 to 5** to qualify/ shortlisted for the presentation round.
- 6.4.4. Only the bidders qualified/ shortlisted for the presentation round shall be informed of the date and time of the presentation in advance. The shortlisted bidders will also be required to submit a copy of their presentation beforehand.
- 6.4.5. In technical evaluation matrix as given above in QCBS matrix will have maximum marks 100.
- 6.4.6. **Technical evaluation will have a weightage of 30%.**
- 6.4.7. **Formula:** Evaluated technical score will be based on the actual marks (out of a maximum of 100) i.e.  $\{[\text{Actual Marks obtained by the bidder} / \text{maximum marks (100)}] \times 30\}$ .
- 6.4.8. Technical evaluation will be done only on the basis of supporting documentary evidence submitted along with technical bids. In case, there is no supporting documentary evidence for any of the points in the bid, zero marks will be given for such points.
- 6.4.9. The evaluation will be as per the formula given below and will be shortlisted for price bid opening.

**6.5. Financial Evaluation Parameters:**

- 6.5.1. **Financial evaluation will have a weightage of 70%.**
- 6.5.2. **Formula** for Financial Evaluation will be  $\{(\text{L1 quote (Service Charge Minimum @3.85\%}) / \text{Bidder's quote}) \times 70\}$ .

**6.6. Final Evaluation and award of Contract:**

- 6.6.1. Final evaluation will be on the basis of highest marks (H1) obtained after summing up evaluated technical score and evaluated financial score.
- 6.6.2. The bidder obtaining the highest marks in final evaluation will be eligible for the award of the work.
- 6.6.3. **The TIA shall award the contract to the service provider on the basis of highest marks obtained after summing up evaluated technical score and evaluated financial score.** If the final score of the two or more service providers in final evaluation are found to be same in such case, the Secretary/ Competent Officer authorized by Director, Board shall decide about the Service Provider to which the offer shall be granted based on Technical Evaluation Parameters. The decision of the Secretary, Board/ Competent Officer authorized by Director, Board shall be final.

**Note:**

- Bidders are required to submit the required supporting documents sought in the QCBS matrix for evaluation under QCBS criteria. In case of Non-availability of any supporting documentary evidence '0' (zero) marks will be given for such points.
- **Similar Services mean Manpower Services or Office Manpower Services.**

**6.7. Right to accept any Bid and to reject any or all Bids**

The TIA reserves the right to accept or reject any bid, and to annul the tendering process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected service provider(s) or any obligation to inform the affected service provider(s) of the grounds for the TIA's action.

## 7. Notification of Award

- 7.1. Before expiry of the bid validity period, the TIA will notify the successful service provider(s) in writing, by registered/ speed post or by fax or by email (to be confirmed by registered/ speed post immediately afterwards) that its bid has been accepted by the Tender Inviting Authority. This notification is undertaken by issuing an award of contract by the Tender Inviting Authority.
- 7.2. The successful service provider, upon receipt of the award of contract, shall furnish the required performance security in the form of Bank Guarantee and submit an agreement in the prescribed format within ten days, failing which the EMD will be forfeited and the award will be cancelled.
- 7.3. After cancellation of award of contract with H1 service provider, TIA will call second highest responsive service provider H2 and asked to match the rate offered by H1. If H2 accept the offer, award of contract will be issued to H2. If H2 refuse to match rate with H1, then H3 will be asked to match rate with H1 and if H3 accepts award of contract will be issued to H3 and so on. In such case EMD submitted by H2, H3...will not be forfeited if they refuse to match the rate with H1.
- 7.4. The Notification of Award shall constitute the formation of the Contract.

## 8. Contract Period

The contract shall be for the period up to 5 (Five) years from the date of signing of contract.

## 9. Signing of Contract

The Contract will be signed as per tender document, after selection of the service provider. In lieu of the same, the successful service provider will have to execute an agreement on a non-judicial stamp paper of value Rs.500/- in favor of Secretary, Maharashtra State Board of Skill, Vocational Education and Training.

If the successful service provider fails to execute the agreement and payment of Performance Security within the time specified or withdraws the tender, the successful service provider is unable to undertake the contract, the Earnest Money Deposit of the successful service provider shall stand forfeited. Such service provider(s) will also be liable for all damages sustained by the TIA by reasons of breach of tender conditions. Such damages shall be assessed by the TIA whose decision shall be final. Such service provider shall be blacklisted by TIA and shall not be permitted to participate in any of the forthcoming bids.

## 10. Failure to agree with Terms and Conditions of this Tender

Failure of the successful service provider to agree with the terms & conditions of the tender document shall constitute sufficient grounds for the annulment of the award, resulting which the TIA may call for new bids and at the same time, invoke the performance Security of the successful service provider.

## 11. Performance Security

The selected service provider shall deposit the Performance Security as follows:

- 11.1. The successful service provider shall at his own expense, deposit with the TIA, a Performance Security in the form of Bank Guarantee of value equal to 10% of the total value of the service charges to be paid to successful service provider up to 3 (three) years from the date of signing of contract.

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- 11.2. The Performance Security should be furnished within 15 Working Days from the date of issue of Award of Contract.
- 11.3. The Performance Security may be discharged/ returned by the TIA upon being satisfied that there has been due performance of the obligations of the successful service provider under the contract. However, no interest shall be payable on the Performance Security.
- 11.4. The TIA shall also be entitled to make recoveries from the Performance Security on the following grounds:
  - 11.4.1. Any amount imposed as a fine for irregularities committed by the service provider.
  - 11.4.2. Any amount which the TIA becomes liable to the Government / Third party on behalf of any default of the service provider or any of his/ her/ their agent/ employees or staff.
  - 11.4.3. Any payment/ fine made under the order/ judgment of any court/ consumer forum or law enforcing agency or any person working on his behalf.
  - 11.4.4. Any other outstanding amount.
- 11.5. Once the amount under this clause is debited, the service provider shall reimburse the performance security to the extent the amount is debited within 15 days of such debit by the TIA failing which it will be treated as breach of agreement and may lead to termination of agreement with forfeiture of all amounts including interest free Performance Security in favor of the TIA.
- 11.6. The Earnest Money deposited at the time of bid submission would be given back to the service provider on payment of Performance Security in the form of Bank Guarantee as per the details specified in this tender document.

**12. Payment Terms**

- 12.1. The payment to be made by Board to the Service Provider every month shall include
  - 12.1.1. The payment made to the outsourced appointed staff
  - 12.1.2. The service charges payable
  - 12.1.3. Applicable GST
- 12.2. Service provider should make monthly payment to all appointed staff (depends upon number of days worked by appointed staff) on or before 10<sup>th</sup> of every month and same amount will be reimbursed along with the service charges and applicable GST by Board to service provider after 15 days from the date of receipt of invoice along with
  - 12.2.1. the attendance sheets duly certified by the Secretary, Board or any other officer authorized by Board
  - 12.2.2. the receipt of all payment made to the government department towards the statutory compliance
- 12.3. Deduction towards Income Tax as applicable under the Income Tax Act, 1961, shall be made from all payments made to the service provider and in respect of such deductions necessary certificates of Tax Deduction shall be given.
- 12.4. The deputed staff shall submit Annual Performance Report to Establishment Section of Board. The Reporting Officer/ Secretary shall submit Annual Performance Report along with their comments/ remarks to Reviewing Officer/ Director. The Reviewing Officer shall review the Annual Performance Report.
- 12.5. On basis of Annual Performance Report of the staff, the Selection Committee, constituted as per Point No. 3.5 of Annexure A shall decide to continue the service of the staff.
- 12.6. The staff continued after the completion of 1 year of service shall be entitled for 10% increase in the monthly remuneration as entitled in previous year.

**13. Schedule of Requirement**

Please refer to **Annexure A**.

**14. Terms and Conditions**

- 14.1. The selected service provider should provide required number of staff within one month from the date of award of contract.
- 14.2. The service provider shall be solely liable for all payment/ dues of the person deployed by him with reliable evidence provided to the Board. In the event, Board makes any payment or incurs any liability, the service provider shall indemnify the Board completely.
- 14.3. The service provider should ensure monthly payment to deployed professionals on or before 10<sup>th</sup> of every succeeding month through RTGS/ NEFT or any other online mode of payment.
- 14.4. As and when the Board requires additional/ different qualification manpower, the service provider will have to provide such personnel as per the required qualifications and experience within one month from the date of notice given by Board
- 14.5. The service provider will be held wholly responsible for any action taken by statutory bodies for violation/ non-compilation of any such provision/ rule.
- 14.6. Appointed staff deployed shall not claim any master and servant relationship against this Board
- 14.7. If any of the professional of the service provider indulges in theft or any illegal/ irregular activities, misconduct, the service provider will take appropriate action as per law and rules against its erring personnel in consultation with this office and intimate the action taken to this office. If need be, an FIR should be lodged against the erring personnel. Such personnel who indulge in such type of activities, should not be further employed in this office by the service provider in any case
- 14.8. The service provider shall employ only good and reliable persons with robust health, sound mind and clean record to carry out the job contract.
- 14.9. Applicable GST will be paid by Board deposited by the service provider. Receipt of which shall be submitted to Board office along with the claim for the next month.
- 14.10. The service provider shall be solely responsible for any violation of provision of the labour laws or any other statutory provisions and shall further keep the Board indemnified from all acts of omission, fault, breaches and/ or any claim, demand; loss; injury and expense arising out from the non-compliance of the aforesaid statutory provisions. Service provider's failure to fulfil any of the obligations hereunder and/ or under the said Acts, rules/ regulations and/ or any by-laws or rules framed under or any of these the Board shall be entitled to recover any loss(es) or expense(s) which it may have to suffer or incur on account of such claim(s), loss or injury from the service provider's monthly payments.
- 14.11. The Service Provider shall provide to the Board a list of all personnel so deployed with appointment letter, permanent and present address along with their latest photographs & contact number.
- 14.12. The Service Provider shall be responsible for all acts of commission and omission on the part of the manpower engaged for the purpose. Board shall not be responsible in any manner, whatsoever, in matters of injury/ death/ health etc. of the Service Provider's employees performing duties under the contract.
- 14.13. The Service Provider shall provide pay slip duly indicating details of pay of all concerned deduction thereon should be given to each employee while disbursement of pay.
- 14.14. The Service Provider shall replace within two weeks any of appointed staff, if they are unacceptable to Board because of security risk, incompetence, conflict of interest and breach of confidentiality or frequent absence from duty/ misconduct on the part of the manpower supplied by the agency, upon receiving written notice from Board. Notwithstanding above, Board has the right to ask to change/ replace the appointed staff at any point of time without assigning any reason.
- 14.15. The Service Provider shall provide a substitute well in advance if there is any probability of the appointed staff leaving the job due to his/ her own personal reasons. The payment

in respect of the overlapping period of the substitute shall be the responsibility of the Service Provider.

- 14.16. Board shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the Service Provider.
- 14.17. The Service Provider shall be responsible for any damages done to the property of the Board by the personnel so employed. Board will be free to recover it from the security deposit given by the Service Provider or from any other dues.
- 14.18. The Service Provider's personnel working in Board should be polite, cordial, positive and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Board. The Service Provider shall be responsible for any act of indiscipline on the part of persons deployed by him.
- 14.19. The Service Provider's personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative/ organizational matters as all are of confidential/ secret nature.
- 14.20. The Service Provider's personnel shall not have any right to claim any benefit/ compensation/ absorption/ regularization of services with Board. Undertaking from the person to this effect will be required to be submitted by the Service Provider to this office.
- 14.21. Any dispute regarding working hours and compensation to be paid to the staff deployed will be the responsibility of the Service Provider and no representation will be entertained on this issue by Board.
- 14.22. The Service Provider shall be contactable at all times and message sent by e-mail/ Fax/ Special Messenger from Board to the Service Provider shall be acknowledged immediately on receipt on the same day.
- 14.23. The Service Provider shall not assign, transfer, pledge or sub-contract the performance of service.
- 14.24. The Service Provider shall ensure that the staff deployed in the Board conforms to the eligibility conditions of age and educational and professional qualification, language skills and experience prescribed etc. in the tender document.
- 14.25. The selected Service Provider shall ensure that the attrition rate of appointed staff will not exceed more than 5% in a year. The selected Service Provider shall immediately provide a substitute in the event of any appointed staff leaving the job due to his/ her personal reasons.
- 14.26. For all intents and purposes, the Service Provider shall be the "Employer" within the meaning of different Labour Legislations in respect of manpower so employed and deployed in Board. The persons deployed by the Service Provider in the Board shall not have claims of any Employer and Employee relationship nor have any principal and agent relationship with or against Board.
- 14.27. The person deployed by the Service Provider shall not have any claim or entitled to pay, perks and other facilities during the currency or after the expiry of the contract.
- 14.28. In case of the termination of the contract on its expiry or otherwise, the persons deployed by the Service Provider shall not be entitled to any claim for absorption or for any relaxation. The person deployed by Service Provider shall be the employees of the Service Provider for all purpose.
- 14.29. The Service Provider shall be responsible for compliance of all statutory provisions prevailing in the state of Maharashtra in respect of the persons deployed by it in Board. The Service Provider shall furnish a certificate in each month that all statutory requirements have been fulfilled along with the bills for payment.
- 14.30. The Service provider shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to Board to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.

- 14.31. The Service provider shall maintain all statutory Registers under the applicable laws. The Service Provider shall produce the same, on demand, to the concerned authority of Board or any other authority under law.
- 14.32. The Tax Deduction at Source (TDS) shall be deducted as per the provisions of Income Tax law, as amended from time to time and a certificate to this effect shall be provided to the Service Provider by Board
- 14.33. In case, the Service Provider fails to comply with any statutory/ taxation liability under appropriate law and as a result thereof the Board is put to any loss, obligation, monetary or otherwise, the Board will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Service Provider, to the extent of the loss or obligation in monetary terms.
- 14.34. The Service Provider will keep this office informed about any amendment in the concerned law/ rules from time to time.
- 14.35. The Service provider shall, if and when so requested by Board, will provide the additional personnel at the agreed monthly salary. **Board reserves the right to increase/ decrease the number of manpower as per the need of the work.**
- 14.36. Board reserves the right to relax or change the eligibility criteria and roles and responsibilities for various positions. Board also reserves the right to add new positions, define its eligibility criteria, roles and responsibilities and monthly remuneration
- 14.37. It shall be the responsibility of the service Provider to verify the qualification and experience of the outsourced candidates. **Candidates will be examined for performing the defined functions by Board and Board reserves the rights to verify and check the credentials and qualification of the outsourced staff.** If during the course of engagement of any outsourced personnel, it comes to notice of Board that he/ she has misrepresented the fact about his/ her qualification/ experience, the Service Provider will have to terminate the service of such staff immediately and shall provide suitable replacement within two weeks time.
- 14.38. If the performance of the outsourced appointed staff is unsatisfactory, Board shall give a notice of 15 days to the Service Provider to take necessary action to improve the performance of outsourced appointed staff and the performance does not improve even after 15 days of such Communication, the Service Provider shall provide a replacement acceptable to Board within two weeks' time.
- 14.39. The Service Provider shall make actual disbursement of salary to the appointed staff as agreed with Board and in no circumstances the actual disbursement shall be less than the agreed amount without prior written approval of Board.
- 14.40. In case the services of the Service Provider are not found satisfactory, or there is a breach of any of the terms & conditions of the contract and/ or fails/ neglects to carry out any instruction issued to it by Board from time to time the same can be terminated by Board on giving of a notice of one month. In case of unsatisfactory performance of the contract, a warning letter will be issued to the Service Provider. In case corrective action is not taken, Board shall have the right to terminate the agreement without any further notice. Unsatisfactory service in this case would be frequent absence or poor attendance of appointed staff, inability to provide replacement, discourteous behavior and indiscipline in the premises (which includes taking alcohol, using foul language, getting involved in objectionable activities, etc.) or any other non-compliance of the provisions of the Agreement.
- 14.41. The Service Provider shall not terminate the services of appointed staff unilaterally. In case any hired staff is proposed to be replaced/ terminated by the Service Provider, such action should be taken only with approval of Board.

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- 14.42. The Service Provider will, for the purpose, aforesaid continuously monitor the Services being rendered by it to ensure that these are up to the performance standards required by Board.
- 14.43. The Service Provider would comply with the statutory requirements; rules and regulations applicable to outsourced appointed staff engaged by Board and shall obtain all necessary registrations, licenses, approvals, and sanctions under the laws applicable. The Service Provider shall obtain appropriate license under the Contract Labour (Regulation and Abolition) Act, 1970 and the Rules as amended up to date and shall comply with all terms and conditions thereof strictly, and shall keep such license duly validated and/ or renewed from time to time throughout the currency of this Contract.
- 14.44. The Service Provider provides adequate cover to the outsourced appointed staff/ persons for death, disability, sickness etc. Board shall not be liable to pay or bear any premium/ compensation at any stage in respect of Insurance made by Service Provider to cover the risk (death, disability, sickness) etc. Service Provider shall submit the copies of such policies and their renewal receipts as well as documentary evidence of payment of premiums to Board and shall act all times to keep the requisite policies validated.
- 14.45. The service Provider should provide a copy of the appointment order of the outsourced appointed staff. The copy of receipt of payment should be submitted by the Service Provider while claiming the amount for the next month if required by Board.
- 14.46. The Service Provider alone shall have the right to take disciplinary action against any person(s) engaged/ employed by them; while no right whatsoever shall vest in any such person(s) to raise any dispute and/ or claim whatsoever against the Board. The Board shall, under no circumstances be deemed or treated as Board in respect of any person(s) engaged/ employed by the Service Provider for any purpose whatsoever nor would the Board be liable for any claim(s) whatsoever of any person(s) of the Service Provider and Service Provider shall keep Board totally and completely indemnified against any such claim(s).
- 14.47. The attendance rolls for the personnel deployed by the Service Provider at the premises of Board shall be provided by the Service Provider and it shall be monitored by the Service Provider. These attendance rolls shall be signed by the authorized representative of Service Provider who shall get it verified by the designated officer of Board.
- 14.48. The engagement of outsourced person shall be purely on temporary and on contract basis. The Service Provider shall at all times make it absolutely clear to the outsourced appointed staff hired through them in Board that such deployed do not have any claim whatsoever for any regular employment in Board. Any outsourced appointed staff deployed in Board can be removed any time by giving notice to the Service Provider and the staff in the circumstances provided herein above. The Service Provider will have to provide suitable replacement acceptable to Board within two weeks' time.
- 14.49. The outsourced appointed staff shall at all-time maintain absolute integrity and devotion to duty and conduct himself/ herself in a manner conducive to the best interests, credits and prestige of Board.

**15. General Condition of Contract:**

15.1. **Governing Law**

The Contract shall be governed by and interpreted in accordance with the laws of India.

15.2. **Settlement of Disputes**

All disputes or differences of any kind whatsoever that may arise between Board and the Service Provider in connection with or arising out of the contract or subject matter thereof or the execution of works, whether during the progress of works or after their completion, whether before or after determination of contract shall be settled as under:

15.2.1. **Mutual Settlement**

All such disputes or differences shall in the first place be referred by the Service Provider to Board in writing for resolving the same through mutual discussions, negotiations, deliberation etc. associating representatives from both the sides and concerted efforts shall be made for reaching amicable settlement of disputes or differences.

- 15.2.2. Conciliation / Arbitration of disputes  
Conciliation / Arbitration of disputes to settle shall not be commenced unless an attempt has first been made by the parties for such disputes through mutual settlement as per clause no.15.2.1 above.
- 15.2.3. Service Provider is not satisfied with the settlement by Board  
If the Service Provider is not satisfied with the settlement by Board on any matter in question, disputes or differences, the Service Provider may refer the dispute to the Director of Board in writing to settle such disputes or differences through Conciliation or Arbitration provided that the demand for Conciliation or Arbitration shall specify the matters, which are in question or subject of the disputes or differences as also the amount of claim, item wise etc. as the case may be. Only such dispute(s), or difference(s) in respect of which the demand has been made, together with counter claims, if any, by Board shall be referred to Conciliator or Arbitrator as the case may be and other matters shall not be included in the reference.
- 15.2.4. Sole Conciliator/ Sole Arbitrator  
Secretary of Board may himself act as Sole Conciliator/ Sole Arbitrator or may at his option appoint another person as Sole Conciliator or Sole Arbitrator, as the case may be. In case, Secretary of Board decides to appoint a Sole Conciliator / Sole Arbitrator, then a panel of at least three names will be sent to the Service Provider. Such persons may be working / retired employees of Board who had not been connected with the work. The Service Provider shall suggest minimum two names out of this panel for appointment of Sole Conciliator / Sole Arbitrator. Secretary of Board will appoint Sole Conciliator / Sole Arbitrator out of the names agreed by the Service Provider.
- 15.2.5. Service Provider opts for settlement of disputes through Conciliation  
In case, the Service Provider opts for settlement of disputes through Conciliation at first stage and if the efforts to resolve all or any of the disputes thorough Conciliation fails, the Service Provider may refer to the Secretary of Board for settlement of such disputes or differences through Arbitration. The appointment of Sole Arbitrator shall be done by the Secretary of Board as per the procedure described in 15.2.4 above. No disputes or differences shall be referred to Arbitration after expiry of 60 days from the date of notification of failure of Conciliation.
- 15.2.6. Governance of Conciliation and/ or Arbitration proceedings  
The Conciliation and/ or Arbitration proceedings shall be governed by the provisions of the Indian Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the conciliation and arbitration proceedings under this clause.
- 15.2.7. Language of proceedings, documents or communications  
The language of proceedings, documents or communications shall be in English and the award shall be made in English in writing.
- 15.2.8. Place of conciliation/ arbitration proceedings  
The conciliation/ arbitration proceedings shall be held at a place decided by Conciliator / Arbitrator.

15.2.9. Fees and other charges of the Conciliator/ Arbitrator  
The fees and other charges of the Conciliator / Arbitrator shall be as per the scales fixed by Board and shall be shared equally between Board and the Service Provider.

15.2.10. Settlement through Court  
It is a term of this contract that the Service Provider shall not approach any Court of Law for settlement of such disputes or differences unless an attempt has first been made by the parties to settle such disputes or differences as stated above.

15.2.11. Suspension of work  
The Obligations of Board, and the Service Provider, as the case may be shall not be altered by reasons of conciliation / arbitration being conducted during the progress of works. Neither party shall be entitled to suspend the work on account of conciliation / arbitration nor shall payments to the Service Provider continue to be made in terms of the contract.

15.2.12. Award of the Sole Arbitrator  
The award of the Sole Arbitrator, unless challenged in court of law, shall be binding on all parties

15.2.13. Jurisdiction of courts for dispute resolution shall be Mumbai only.

15.3. Taxes and Duties  
The service provider shall be entirely responsible for all taxes, charges, stamp duties, license fees, and other such levies imposed. **GST amount will be paid by Board upon submission of tax invoice by service provider.**

15.4. Confidential Information  
The TIA and the successful service provider shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.  
The TIA shall not use such documents, data, and other information received from the successful service provider for any purposes unrelated to the Contract. Similarly, the successful service provider shall not use such documents, data, and other information received from the TIA for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.

15.5. Change in Laws and Regulation  
Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed that subsequently affects the Contract Price, then such Contract Price shall be correspondingly increased or decreased, to the extent that the successful service provider has thereby been affected in the performance of any of its obligations under the Contract.

15.6. Force Majeure  
The successful service provider 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. Force Majeure shall not cover the price fluctuation of components.  
For purposes of this Clause, Force Majeure means an event or situation beyond the control of the successful service provider that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the successful service provider. Such events may include, but not be limited to, acts of the TIA in its sovereign capacity,

wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

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

**15.7. Termination**

The TIA may, without prejudice to any other remedy for breach of Contract, terminate this Contract in case of the occurrence of any of the events specified below:

- 15.7.1. If the successful service provider does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the TIA may have subsequently approved in writing.
- 15.7.2. If the successful service provider becomes (insolvent or goes into liquidation, or receivership whether compulsory or voluntary).
- 15.7.3. If the successful service provider, in the judgment of the TIA has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- 15.7.4. If the successful service provider submits to the TIA, a false statement which has a material effect on the rights, obligations or interests of the TIA.
- 15.7.5. If the successful service provider places itself in a position of conflict of interest or fails to disclose promptly any conflict of interest to the TIA.
- 15.7.6. If the successful service provider fails to provide the quality services as envisaged under this Contract, the TIA may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The TIA may decide to give one chance to the successful service provider to improve the quality of the services.
- 15.7.7. If the successful service provider fails to comply with any final decision reached as a result of arbitration proceedings.
- 15.7.8. If, as the result of Force Majeure, the successful service provider is unable to perform a material portion of the Services for a period of not less than 60 days.
- 15.7.9. In any event, the TIA is entitled to terminate if and only if the breach is not remedied within a stipulated time period.
- 15.7.10. TIA may terminate the contract any time before completing of contract period by giving two months notice to the service provider.

In the event, the TIA terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered or not performed, and the successful service provider shall be liable to the TIA for any additional costs for such similar services. However, the successful service provider shall continue performance of the Contract to the extent not terminated.

**15.8. Assignment**

The successful service provider shall not assign, in whole or in part, their obligations under this Contract, to any other party.

**15.9. Power to waive fines**

The power to waive fines and penalty vests with the Secretary, Board

**15.10. Indemnification**

The successful service provider shall indemnify the TIA against all actions, suit, claims and demand or in respect of anything done or omitted to be done by successful service provider in connection with the contract and against any losses or damages to the TIA in consequence of any action or suit being brought against the successful service provider

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for anything done or omitted to be done by the successful service provider in the execution of the contract.

**15.11. Saving Clause**

No suits, prosecution or any legal proceedings shall lie against the Secretary, Maharashtra State Board of Skill, Vocational Education and Training or any person for anything that is done in good faith or intended to be done in pursuance of tender.

**15.12. Notices**

For the purpose of all notices, the following shall be the address of the Purchaser and Supplier.

**Tender Inviting Authority:**

Secretary

Maharashtra State Board of Skill, Vocational Education and Training (Board)

C/o Government Industrial Training Institute, 4<sup>th</sup> Floor, Mithagar Road,

Mulund (East), Mumbai 400081

**16. Special Condition of contract**

**16.1. Obligation of Service Provider:** Please refer clause no 14 above

**16.2. Obligation of Board:** Board will, subject to compliance of this contract, ensure timely payments for the services as provided in this contract.

**16.3. Penalty**

In case of any breaches in service, the service provider shall be liable to pay a penalty for an amount of Rs.500 to Rs.1500 per day per person depending on the nature of unsatisfactory service. This amount will be deducted from the due amount in the following Conditions:

**16.3.1.** Payment to the professionals hired by the service provider not made on or before 10<sup>th</sup> of every month.

**16.3.2.** Vacant positions.

**16.3.3.** Any undisciplined behavior by the staff.

**16.3.4.** Discourteous behavior towards any officer or staff of Board.

**16.3.5.** Not carrying out the duties listed in the scope of work in a satisfactory manner.

**16.3.6.** Damage or stealing of any asset or property of Board or officers and staff of Board.

**ANNEXURE A**

**Schedule of Requirement**

**1. Positions Details:**

1.1. Position details are given below.

S.N.	Name of Post	Monthly Remuneration	Approved Posts
1.	Manager - IT	2,50,000	1
2.	Assistant Manager - IT	2,00,000	2
3.	Business Analyst	1,75,000	1
4.	Senior Software Developer	1,75,000	2
5.	Software Developer	80,000	2
6.	Software Tester	60,000	2
7.	Innovation Fellow/ Software Engineer	75,000	2
8.	Executive Assistant/ Assistant Software Engineer	45,000	2
9.	Interns	40,000	4
10.	Senior Office Assistant	35,000	6
11.	Office Assistant	25,000	4
12.	Data Entry Operator (Clerk)	20,000	4
13.	Driver	20,000	2
14.	Office Boy	16,000	2
15.	Housekeeping	14,000	2
	<b>Total</b>		<b>38</b>

- 1.2. The above list can be modified any time as per the discretion of the TIA
- 1.3. The monthly remuneration for Staff appointed post-retirement from State or Central Government/ Government Undertaking Service shall be as per prevailing rules of the State Government
- 1.4. On basis of Annual Performance Report of the deployed staff, the Selection Committee, constituted as per Point No. 3.5 of Annexure A shall decide to continue the service of the staff.
- 1.5. The staff continued after the completion of 1 year of service shall be entitled for 10% increase in the monthly remuneration.
- 1.6. The staff shall be entitled for 12 paid leaves during a year. However, 1 leave shall be credited to the staff account at the end of every month. The staff shall not be entitled for any additional paid leaves for what so ever reason.
- 1.7. Travelling Rules, Travelling Allowances and Daily Allowances to the deployed staff shall be as applicable to the equivalent position appointed on regular basis.

**2. Place of Posting:** Mumbai, Maharashtra or its allied offices

**3. Selection Process:**

- 3.1. Service Provider shall call for applications for the available positions from the eligible candidates.
- 3.2. Service Provider shall give wider publicity/ awareness among candidates to motivate them to apply for various available positions in the Board.
- 3.3. TIA may publish the advertisement on its website and/ or in local newspaper to call for applications
- 3.4. The Service Provider shall submit the resume/ applications of candidates to Board.

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- 3.5. Board shall form Selection Committee constituted by the Governing Board comprising of following members:
  - 3.5.1. Director, MSBSVET 01 No. Chairperson
  - 3.5.2. Members of Governing Board 01 No. Member
  - 3.5.3. Technical Expert 01 No. Member
  - 3.5.4. Secretary, MSBSVET 01 No. Secretary
- 3.6. In addition, Industry Experts/ Experts can be nominated as deemed appropriate by the Secretary/ Director
- 3.7. Selection Committee shall prepare a merit list of the candidates attending the interviews base on the following marking pattern

<b>S. N.</b>	<b>Criteria</b>	<b>Max. Marks</b>
1	Qualifications	10
2	Experience	10
3	Special Achievements/ Awards	10
4	Personal Interview	70
	<b>Total</b>	<b>100</b>

- 3.8. Board reserves the right to relax or change the eligibility criteria and roles and responsibilities for various positions. Board also reserves the right to add new positions, define its eligibility criteria, roles and responsibilities and monthly remuneration.
4. Eligibility and roles and responsibilities for various positions:  
The Eligibility and roles and responsibilities for individual post shall be prepared and shared by Board to Service Provider from time to time.

**ANNEXURE 1**

**Tender Form**  
**(To be submitted on the letterhead of the service provider)**

To  
Secretary,  
Maharashtra State Board of Skill, Vocational Education and Training,  
C/ o Government Industrial Training Institute, 4th Floor,  
Mithagar Road, Mulund (East), Mumbai 400081

**Subject:** Open Tender for hiring of eligible service provider to provide required staff  
for Maharashtra State Board of Skill, Vocational Education and Training,  
Mumbai

Dear Sir,

Having examined the tender document, the receipt of which is hereby acknowledged, we, the undersigned, offer to provide required staff under the above-named Contract in full conformity with the said tender document.

If our tender is accepted, we undertake

1. To provide required personnel as per the eligibility criteria specified in the tender document and amended from time to time by the Board.
2. To submit the performance security deposit in the form, in the amounts, and within the times specified in the tender document.
3. To abide by this tender, for the Tender Validity Period specified in the tender document and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
4. Until the formal final Contract is prepared and executed between us, this tender together with your written acceptance of the tender shall constitute a binding Contract between us.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

**Date:**

**Place:**

**Seal:**

Authorized Signature of the Service Provider

**ANNEXURE 2**

**Service Providers Information and performance statement**

**A. General Information**

Particulars	Details
Name of service provider	
Full Address	
Location of Registered Office	
Offices in locations	
Mobile	
Email	
Year of Registration/ Incorporation	
Status of service provider (individual / proprietorship / partnership / private limited / society etc.	
Number of employees as on December 2025	
Permanent account number	
GST registration number	
EPF registration Number	
ESI registration Number	
Annual turnover of last three financial year from audited financial statement	

**B. Professional experience in providing manpower on outsource basis during the last 5 years.**

S.N.	Name of Client, Address, Phone No.	Details of Type of Manpower Provided		Duration of Contract		Remark
		Manpower Provided	No. of Manpower Provided	From	To	

**C. Manpower on roll**

S.N.	Name of client where manpower is deployed	Contract period	No of Manpower deployed

**Date:**

**Place:**

**Seal:**

Authorized Signature of the Service Provider

**Note:** In support of above statement, enclose the only relevant copies of supply orders and client's satisfactory certificates, PF challans etc.

**ANNEXURE 3**

**Format for Financial Bid (Envelope B)**  
(On service provider's letter head)

To  
Secretary,  
Maharashtra State Board of Skill, Vocational Education and Training,  
C/ o Government Industrial Training Institute, 4th Floor,  
Mithagar Road, Mulund (East), Mumbai 400081

**Subject:** Submission of Financial Bid for Open Tender for hiring of eligible service provider to provide required staff for Maharashtra State Board of Skill, Vocational Education and Training, Mumbai

Dear Sir,

We hereby offer the below quote for providing required staff to Board on outsource basis as per the terms and conditions described in the tender document.

S.N.	<b>*Percentage of Service Charges in Percentage of Total Monthly Amount Payable to the deployed Staff.</b>	
	<b>In Figures</b>	<b>In Words</b>
1		

***\*as per clause no 5.4. Please quote in percentage (%)***

1. We agree to provide required staff on contract basis to the Board in accordance with the terms & conditions mentioned in the Tender Document as per the rate mentioned above.
2. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery or collusive agreements with competitors.

**Date:**

**Place:**

**Seal:**

Authorized Signature of the Service Provider

**Note:** In case of discrepancy between cost quoted in figures and words, the cost quoted in words shall be considered.

**ANNEXURE 4**

**DECLARATION FORM (on Rs.100/- Non-Judicial Stamp paper)**

I / We ..... having my our ..... office at..... do declare that I / We have carefully read all the terms & conditions of tender of the Maharashtra State Board of Skill, Vocational Education and Training, Mumbai for providing required staff to Board on contract basis. The approved rate shall remain valid during the contract period. I/ We shall abide with all the terms & conditions set forth in the tender document.

I/ We do hereby declare I/ We have not been convicted by any court of Law nor I/ We are derecognized/ black listed by any State Government or Central Government Department/ Union Territory/ Local Authority/ Central and State Government Undertaking or Government Organizations for participating in the tender process as on date. I/ We agree that the Tender Inviting Authority can forfeit the Earnest Money Deposit and or Performance Security Deposit and blacklist me/ us for a period of three (3) years, if any information furnished by us proved to be false at the time of inspection/ verification and not complying with the Tender terms & conditions.

**Date:**

**Place:**

**Seal:**

Authorized Signature of the Service Provider

ANNEXURE 5

**Format for Pre-Bid Clarifications**

The service providers requiring specific points of clarification may communicate to Maharashtra State Board of Skill, Vocational Education and Training during the specified period using the following format:

<b>Name of the Organization submitting query / request for clarification</b>			
<b>Full formal address of the Organization including phone, fax and email points of contact</b>			
<b>S.N.</b>	<b>Tender Reference (Section No. / Page No.)</b>	<b>Content of Tender requiring clarification</b>	<b>Points of Clarification Required</b>
1			
2			
3			
4			
5			

**Date:**

**Place:**

**Seal:**

Authorized Signature of the Service Provider

**ANNEXURE 6**

**Format for Submission of Turnover certificate**

**TO WHOMSOEVER IT MAY CONCERN**

This is to certify that M/s. ....(name of service provider) is having registered office at .....(detailed office address). The financial data of the .....(name of service provider) for the last three financial year from the audited financial statement is as under

<b>S. N.</b>	<b>Financial Year</b>	<b>Turnover in Crore</b>	<b>Net Worth in Crore</b>
1	2022-23		
2	2023-24		
3	2024-25		
<b>Average</b>			

Signature of the Chartered Accountant

Name of the Firm

Registration No.

Date:

Place:

(Seal of the Chartered Accountant)

UDIN:

**ANNEXURE 7**

**DECLARATION FORM (on Rs.100/- Non-Judicial Stamp paper)**

I / We ..... having my our ..... office at.....do declare that I / We have carefully read all the terms & conditions of tender of the Maharashtra State Board of Skill, Vocational Education and Training, Mumbai for providing required staff to Board on contract basis. The approved rate shall remain valid during the contract period. I/ We shall abide with all the terms & conditions set forth in the tender document.

I/ We further declare that if any information submitted as a part of this bid is found misleading/ false during scrutiny of documents, our EMD will be forfeited and I/ we shall be blacklisted for 3 years.

**Date:**

**Place:**

**Seal:**

Authorized Signature of the Service Provider

**ANNEXURE 8**

**Technical and Financial Bid Envelopes checklist**

**ENVELOPE NO. A**

S.N.	Documents
1	Tender Form as per <b>Annexure 1</b>
2	Service provider's details & Performance statement for last five years in the format given in <b>Annexure 2</b>
3	10 Different Purchase Order / Contract Agreements for providing Manpower Services or Office Manpower Services (Within last five Years)
4	5 Satisfactory Certificates for providing Manpower Services or Office Manpower Services (Within last Five years)
5	Turnover certificate (only from audited financial statement) issued by the chartered accounts for last three years in the format given as <b>Annexure 6</b>
6	GST registration certificate
7	Registration under Employees Provident Fund
8	Registration under Employees State Insurance Acts
9	An Affidavit on non-judicial stamp paper of Rs.100/- specifying that the service provider has not been found guilty and has not been blacklisted or debarred by any State Government or Central Government Department/ Union Territory/ Local Authority/ Central and State Government Undertaking or Government Organizations for providing as on the date of submission of bid. ( <b>Annexure 4</b> )
10	An Affidavit on non-judicial stamp paper of Rs.100/- by the service provider stating that if any information submitted as a part of this bid is found misleading / false during scrutiny of documents, EMD will be forfeited, and service provider will be blacklisted for 3 years ( <b>Annexure 7</b> )
11	Certificate of Incorporation / Shop Act License
12	PAN copy

**ENVELOPE NO. B**

S.N.	Documents
1	Financial Bid as per the format given in <b>Annexure 3</b>