



Office of the
Addl. Director General of Police & Director,
Maharashtra Police Academy, Nashik.
☎ (0253) 2352158, Fax - 2352159
✉ director.mpa.nashik@mahapolice.gov.in



E-Tendering Process

E-TENDER FOR:	TENDER FOR SELECTION OF AGENCY FOR PREPARATION OF AUDIO VISUAL VIDEOS FOR E-ACADEMY AT OFFICE OF DIRECTOR, MAHARASHTRA POLICE ACADEMY, NASHIK
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TENDER No: e-Academy/01/2026-27

DIRECTOR
MAHARASHTRA POLICE ACADEMY, NASHIK

At & Post – Trimbak Road, Nashik - 422007

☎ (0253) 2352158, Fax - 2352159
✉ director.mpa.nashik@mahapolice.gov.in

TENDER NOTICE

Director, Maharashtra Police Academy, Nashik, Maharashtra (herein after referred as “Maharashtra Police Academy (MPA)”) invites tenders under Two Bid System (Technical Bid & financial Bid) for preparation of Audio Visual Videos for e-academy at office of Director, Maharashtra Police Academy, Nashik

1	Tender inviting officer	DIRECTOR
2	Registered Address	Director, Maharashtra Police Academy, Trimbak Road, Nashik - 422007
3	Duration of Contract	One year from the date of agreement, extendable by one years, subject to satisfactory services.
4	e-Procurement Website	www.mahatenders.gov.in
5	Place of execution	DIRECTOR, Maharashtra Police Academy, Trimbak Road, Nashik - 422007
6	Tender Published Date	28th April 2027
7	Estimated Annual Cost of work	Rs. 1,00,00,000/-
7	EMD & Security deposit. Performance guarantee	EMD Rs. 5,00,000/- & security deposit of 3% (of finalized tender cost) after selection as successful bidder. Performance guarantee of 3% in the form of Bank guarantee after getting work order.
8	Pre-bid Conference Date & Time	05th May 2026 11.00 AM
9	Bid submission End Date & Time	28th May 2026 03.00 PM
10	Technical Bid Opening Date & Time	29th May 2026 03.00 PM
11	Presentation Submission Date	02nd June 2026 11.00 AM
12	Financial Bid Opening Date & Time	Shall be intimated after evaluation of technical bid All communication shall be uploaded on the e-procurement portal www.mahatenders.gov.in
13	Pre-qualification criteria applicable for this work. Any other important criteria specified by the tender inviting authority:	

TENDER DOCUMENT FOR

“Selection of Agency for preparation of Audio Visual Videos for e-academy at office of Director, Maharashtra Police Academy, Trimbak Road, Nashik - 422007 as per the requirement mentioned in the Tender document”

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SECTION – 1
(Notice Inviting Tender)

NOTICE INVITING TENDER

- i. The Director, Maharashtra Police Academy, Nashik, is inviting sealed e-tenders from creative / media agencies for inclusion for activities of Audio-visual, videos. Maharashtra Police Academy aims to develop 150 videos of 30 minutes duration.
- ii. Media Agencies, fulfilling pre-qualification conditions, will be asked to present their quality of previous work. Above mentioned activities will be prepared based on their prior accomplishments in the preceding three years in addition to the other technical criteria's. An agency may be qualified for media activity/ activities based on its prior achievements in terms of volume and nature of work done by that agency in the field of a particular media activity.
- iii. As per the feasibility, and in exceptional circumstances, the MPA, if needed, may invite quotations or tenders for any particular media activity without considering the empanelled agencies.
- iv. The tenure of the panels will be one years and may be extended for an additional year with appropriate approvals from the Director, of Maharashtra Police Academy, Nashik.
- v. The bidding documents (Technical Bid and Financial Bid along with EMD) duly filled in as per the instruction of the Tender Document should be submitted online latest by **28/05/2026** at 15.00 hours.
- vi. Bid document can be downloaded from website www.mahatenders.gov.in on payment of Rs. 10000/- (Tender fee of Rs. 10000/- and additional 18% GST) by online mode from 28/04/2026, at 16.00 hours
- vii. For any difficulties related to E- Tendering process, Bidders can contact service provider on phone number: (0253) 2352158 / 9623078213
- viii. The Technical Bids shall be opened in the Office of the **DIRECTOR, MAHARASHTRA POLICE ACADEMY, NASHIK** on 29/05/2026, at 15.00 hours, online, by the Committee authorized by the competent authority of the **MAHARASHTRA POLICE ACADEMY, NASHIK** in the presence of such bidders who may wish to be present physically. The financial bids of only those bidders who's Technical Bids are qualified with respect to the eligibility criteria, shall be opened by the Committee authorized for the purpose.
- ix. The date, time and venue for opening of the financial bids shall be intimated to the technically qualified bidders only.
- x. The Competent Authority reserves the right to reject any or all the bids without assigning any reason and the decision of the competent authority of the **MAHARASHTRA POLICE ACADEMY, NASHIK** shall be final and binding.

The e-tender forms and Schedule are available on Government of Maharashtra website <https://maharashtra.etenders.in>.

DIRECTOR
MAHARASHTRA POLICE ACADEMY,
NASHIK
TRIMBAK ROAD, NASHIK – 422007

Disclaimer:

The information contained in this RFP Document or subsequently provided to Bidder(s) or Applicants whether verbally or in documentary form by or on behalf of this RFP, or any of their employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP Document and all other terms and conditions subject to which such information is provided.

This RFP document is not an agreement and is not an offer or invitation to any party other than the Applicants who are qualified to submit the Bids (“Bidders”). The principle (purpose) of this RFP Document is to provide the Bidder(s) with information to support the formulation of their Proposals. This RFP Document does not purport (claim) to contain all the information each Bidder may entail (require). This RFP Document may not be appropriate for all persons, and it is not possible for the team managing RFP or advisors to consider the investment objectives, financial situation, and particular needs of each Bidder who reads or uses this RFP Document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability, and completeness of the information in this RFP Document and where necessary obtain independent advice from appropriate sources. The Director, of Maharashtra Police Academy, Nashik, and their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the precision (accuracy), reliability or completeness of the RFP Document. MPA may in their absolute discretion, but without being under any obligation to do so, update, improve or supplement the information in this RFP Document.

The issue of the RFP does not imply that the MPA is bound to select any Bidder or to empanel the media agencies, as the case may be, and the MPA reserves the right to reject all or any of the proposals without assigning any reasons whatsoever. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its proposal including but not limited to preparation, copying, postage, delivery fees, and expenses associated with any demonstrations or presentations which may be required by the MPA or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and the MPA shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the selection process.

MPA also reserves the right to withdraw this RFP without assigning any reason and without any liability to the Bidder or any other person or party.

SECTION - 2

TECHNICAL

BID SUBMISSION FORM

LETTER OF UNDERTAKING
(To be printed in Bidder letterhead)
TECHNICAL PROPOSAL SUBMISSION FORM

Date:

To,

DIRECTOR
MAHARASHTRA POLICE ACADEMY, NASHIK
TRIMBAK ROAD, NASHIK
Tel: (0253) 2352158, E-mail: director.mpanashik@mahapolice.gov.in

Ref: Invitation for Bid No. **TENDER NO. e-Academy/01/2026-27**

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents, including Addenda issued, if any, in accordance with Instructions to Bidders.
2. We offer to execute in conformity with the Bidding Documents for preparation of Audio Visual Videos for e-academy at office of **MAHARASHTRA POLICE ACADEMY, NASHIK** as mentioned.
3. Our bid shall be valid for a period of 120 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and it shall remain binding upon us and maybe accepted at any time before the expiration of that period.
4. If our bid is accepted, we commit to submit a performance security in accordance with the Bidding Documents.
5. We accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid / lowest bid or any other bid that you may receive.
6. We also accept that, if it is found that any of the information provided by us is proved wrong/ falsified/ deviated/ incorrect/ concealed from facts, our bid will be summarily rejected.

Yours sincerely,

Authorized Signatory
(Authorized person shall attach a copy of Authorization for signing on behalf of Bidder)
Full Name and Designation

SECTION – 3

INSTRUCTIONS TO THE BIDDERS

1. INSTRUCTIONS TO THE BIDDERS

- 1.1 For the Bidding / Tender Document Purposes, 'MAHARASHTRA POLICE ACADEMY, NASHIK' shall be referred to as 'Client' and the Bidder / Successful Bidder shall be referred to as 'Party' and / or Bidder or interchangeable.
- 1.2 Bid documents can be downloaded from website www.mahatenders.gov.in by online paying tender fees of **Rs 10000/- + 18% GST**.
- 1.3 While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained after pre-bid meeting.
- 1.4 Downloaded tender form should be printed and each page should be stamped & signed by the person or persons submitting the Tender in token of his/their having acquainted himself/themselves and accepted the entire tender documents including various conditions of contract. Any Bid with any of the Documents not so signed is liable to be rejected at the discretion of the Client. **NO PAGE SHOULD BE REMOVED / DETACHED FROM THIS BIDDING DOCUMENT**. The tender document thus stamped & signed shall be scanned & uploaded, digitally signed.
- 1.5 The person signing the tender document on behalf of the bidder shall upload the copy of the authorization letter / Power of Attorney with bid documents, as the proof of authorization for signing on behalf of the Bidder.
- 1.6 All bidders are hereby explicitly informed that conditional offer or offers with deviations from the conditions of contract, the bids not meeting the minimum eligibility criteria, Technical Bids not accompanied with EMD of requisite amount/ format, or any other requirements, stipulated in the tender documents shall be summarily rejected.
- 1.7 The Bidder can be a Limited/ Private Limited Company registered under the Companies act 2013. Proprietorship, Partnership or JV.
- 1.8 The parties to the Bid shall be the 'Bidder' (to whom the work has been awarded) and **DIRECTOR, MAHARASHTRA POLICE ACADEMY, NASHIK** will be Authority.
- 1.9 For all purposes of the contract, including arbitration there under, the address of the bidder mentioned in the bid shall be final unless the bidder notifies a change of address by a separate letter sent by registered post with acknowledgement due, to **DIRECTOR, MAHARASHTRA POLICE ACADEMY, NASHIK**. The bidder shall solely be responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.
- 1.10 The requirements of service may increase or decrease at the sole discretion of the competent authority of **DIRECTOR, MAHARASHTRA POLICE ACADEMY, NASHIK**.

2. MINIMUM ELIGIBILITY CRITERIA

The following shall be minimum eligibility criteria for selection of bidders technically.

- 2.1 **Bidder's constitution:** The Bidder shall necessarily be a legal entity either in the form of

a Limited Company or a Private Limited Company registered under the Companies Act, 2013. Proprietorship, Partnership or JV.

2.2 **Registrations:** The Bidder should be registered with the Income Tax, GST and all other necessary registration which is ought to be taken for performing said activity in tender.

2.3 **Experience:** The Bidder should have experience in providing Audio Visual Videos services in the Government Departments / Public Sector (Central or State) / Autonomous bodies under Government of India covering Government Project or initiative / Municipal Corporations / Reputed Academic Organizations / Private Sector in last three years.

2.4 **Financial Status:** The bidder should have average annual turnover of minimum INR 01 Crores in last three financial years.

2.5 Bidder should have an office in Maharashtra.

2.6 DOCUMENTS SUPPORTING THE MINIMUM ELIGIBILITY CRITERIA

Sr. No.	Eligibility Criteria	Documents / Proofs
1	Any firm or company or proprietorship or partnership or LLP, registered under relevant Acts and in existence for at least the last 05 years are eligible to participate in the empanelment process.	A copy of registration certificate
2	Agency should have a office in Maharashtra.	Following documents (minimum two) are accepted as a proof for Each functional branch: 1. Registration certificate 2. Electricity bill 3. Shop and Establishment
3	The Agency should have minimum annual turnover of ₹ 1 Crore in last 3 financial years i.e., 2022-23 to 2024 - 25	Certificate from Chartered Accountant in Practice for turnover for last three financial years.
4	The Agency should have minimum annual average Work order in similar category of ₹ 50 lakhs in last 3 years.	Work Order + Completion Certificates from the client OR Work order + Self certificate of completion (Certified by authorized signatory);

3 EARNEST MONEY DEPOSIT

3.1 Earnest Money Deposit of Rs. 5,00,000/- (Rupees Five lakhs only) should be paid online through e-tender portal. EMD is mandatory to all bidders other than exempt category specified in procurement policy published vide GR of 01/12/2016 of The Maharashtra Industries, Energy and Labour Department (Udyog Urja Vibhag). Bid submitted without EMD shall be rejected.

3.2 No request for transfer of any previous deposit of earnest money or security deposit or

adjustment against any pending bill held by the Department in respect of any previous work shall be entertained.

3.3 Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bid security shall be forfeited by the Client after supporting proofs.

3.4 The bids without Earnest Money Deposit shall be summarily rejected.

3.5 No claim shall lie against the Government / Department in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit.

3.6 The bid security may be forfeited:

(i) If the bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form; or

(ii) In case of successful bidder, if the bidder

(a) Fails to sign the contract in accordance with the terms of the tender document

(b) Fails to furnish required performance security/security deposit in accordance with the terms of tender document within the time frame specified by the Client.

(c) Fails or refuses to honor his own quoted prices for the services or part thereof, within the bid validity period.

4 VALIDITY OF BIDS

4.1 Bids shall remain valid and open for acceptance for a period of 120 days from the last date of submission of Bids.

4.2 In case Client calls the bidder for negotiation then this shall not amount to cancellation or Withdrawal of original offer which shall be binding on the bidder.

4.3 The client may request for extension for another period of 60 days, without any modifications and without giving any reasons thereof.

5 PREPARATION OF BIDS

Bid document must be uploaded digitally signed by the authorized signatory / representative of the company as below:

5.1 Language: Bids and all accompanying documents shall be in English or in Marathi.

5.2 Technical Bid: Technical Bid should be prepared as per the instructions given in the Tender Document along with all required information, documents in support of the minimum eligibility criteria, Valid EMD of requisite amount.

Documents comprising the Bid:

- Technical Bid Submission Form duly signed and printed on Company's letterhead (Section-1).

- Original Tender document signed and Stamped on each page.
- Contact Details Form, duly filled and signed
- Financial Capacity form – filled in signed and stamped
- All attested supporting document in proof of having fully adhered to minimum eligibility criteria as referred in Section-3 (**Clause 2**).
- All other relevant details as mentioned in Tender Document.

The Technical Bid should be uploaded in the technical envelope. In case, the authority requires any clarification during evaluation of the bids, the authority may demand, in addition to online submission, a physical / hard copy of the technical bid.

Note: - All the clarifications sought by the authority shall strictly adhere to the original documents submitted online and further clarifications of the same. No new submission shall be entertained.

5.3 **Financial Bid:** Bidder should prepare financial bid in the Price Schedule as provided in the Tender Document (Section-7). Then the financial bid should be uploaded in the Folder marked as “Financial Bid”. The price quoted should be inclusive of all taxes.

6 SUBMISSION OF BIDS

- 6.1 The Bidder shall upload his bid in two separate envelopes (i) Technical Bid and (ii) Financial Bid.
- 6.2 The Bid shall be uploaded not later **than 15.00 hours on . .2026.**
- 6.3 The competent authority of the **MAHARASHTRA POLICE ACADEMY** reserves right to extend the date / time for receipt of bids, before opening of the Technical Bids.
- 6.4 Late Bids: Any Bid received by the office after the deadline for submission of bids as stipulated above, shall not be considered.

7 BID OPENING PROCEDURES

- 7.1 The Technical Bids shall be opened in the Office of the **ADDITIONAL DIRECTOR GENERAL OF POLICE, MAHARASHTRA POLICE ACADEMY, NASHIK** **on 18.09.2025 at 16.00 hours,** online, by the Committee authorized by the competent authority of the **MAHARASHTRA POLICE ACADEMY** in the presence of such bidders who may wish to be present physically or online.
- 7.2 The financial bids of only those bidder whose Technical bids are qualified, shall be opened by the committee authorized for the purpose. The date, time of opening of the financial bids shall be intimated to the technically qualified bidders.
- 7.3 After opening of the technical bids and verifying the EMD amount, the technical bids shall be evaluated later to ensure that the bidders meets the minimum eligibility criteria as specified in the Tender Document.
- 7.4 Test of Responsiveness: The Bids submitted by Bidders shall be initially scrutinized to establish “Responsiveness”. A Bid may be deemed "Non-responsive" if it does not satisfy any of the following conditions:

- It is not received within the time and date specified.

- It does not include sufficient information for evaluation and/or is not in the formats specified or incomplete in any respect.
- It is not digitally signed.
- It is not accompanied by the requisite Bid Processing Fee and/ or the Bid Security.
- If not complied with instructions contained in ‘Instructions to Bidders.

Bids shall be declared as “Responsive” or “Non-Responsive” based on the preliminary scrutiny, as mentioned above. However, detailed evaluation shall be done only in respect of Responsive bids. A merely “Responsive” bid shall not be entitled for Financial Bid opening without further detailed scrutiny and being declared as “Technically Qualified Bid”
Non Responsive Bids shall not be considered for further evaluation.

The date fixed for opening of bids, if subsequently declared as holiday by the Government, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working date, time and venue remaining unaltered.

8 CLARIFICATIONS ON TECHNICAL BID EVALUATION

- 8.1 The technical bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the Client may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the Client shall not be considered. The Clients request for Clarification and the response shall be in writing.
- 8.2 If a bidder does not provide clarifications of its bid by the date and time set in the Clients request for clarification, its bid may be rejected.
- 8.3 Client also reserves right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder as per clause 2 (Section 3)

9 TECHNICAL BID EVALUATION (SEGREGATED TYPE)

- 9.1 The Client shall follow two bid system where the technical bid and financial bid shall be evaluated separately.
- 9.2 The tender evaluation shall be done on weightage with 70% to Technical Evaluation and 30% to financial evaluation.
- 9.2.1 The technical bid evaluation shall be done based on the following criteria:
- 9.2.2 During the technical evaluation stage, each bidder shall be assigned different marks out of a total of 100 marks, as per the criteria specified below:

10 EVALUATION CRITERIA

- Technical Evaluation Criteria (70 Marks):

Sr. No.	Item	Documents Required	Maximum Marks
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1	Number of years of establishment 1-3 years (4 marks) 4-5 years (7 marks) Above 5 years (10 marks)	Copy of registration certificate	10 Marks
2	Number of similar works executed in the past 3 years for Government of India/ State Government/ Public Sector Undertakings/ Autonomous Bodies under Government of India covering Government projects or initiative / Municipal Corporation / Reputed Academic Organizations/ private sector with Work order of same category, value exceeding Rs. 10 Lakhs each (Max 20 Marks) 01-05 Work Orders 5 Marks 06-10 Work Orders 10 Marks 11-20 Work Orders 15 Marks > 20 Work Orders 20 Marks Note: At least 1 Work order should be provided for each of the video level 1 to 3.	Work Order + Completion Certificates from the client OR Work order + Self certificate of completion (Certified by authorized signatory)	20 Marks
3	The agency should have full time team of Script writers and a creative director with expertise in Marathi. (Max 10 Marks) Size: 1-3 4 Marks 4-5 7 Marks >5 10 Marks	Documents supporting staff availability should be submitted.	10 Marks
4	Quality of previous work in Government Sectors. Agency should present best 2 works details for each of the 3 categories in the bid. L1 – 2 orders 10 marks L2 – 2 orders 10 marks L3 – 2 orders 10 marks	Videos details to be provided.	30 Marks
5	Bidder is required to showcase relevant similar experience through the presentation. Concept presentation to be submitted on the date of presentation (Date shall be communicated later) It will be evaluated on following parameters Context and Relevance (About the agency, infrastructure, relevant team, relevant similar experiences, customer base, office automation etc.) - 3 Marks Innovation and Creativity - 4 Marks Understanding of the scope of services - 3 Marks (Total 10 Marks)		10 Marks
	Presentation with creative as to how the videos, Modules, Legal Terms and Procedure would be reaching the target audience. Note- Any Specific topic can be given to the bidders to evaluate their performance in presentation. Exact topic to be conveyed later.		20 Marks
	A bidder must score at least 60 marks in order to qualify for empanelment. MPA reserves the right to increase or decrease the empanelment criteria marks based on the number of participating agencies.		

Official contact details of clients are required for confirming the work orders & completion certificates.

10.1.1 A Bidder should secure mandatorily a minimum of **60%** marks (i.e. 60 marks out of total 100 marks) in Technical Evaluation in order to be a qualified bidder for being eligible for Technical weightage and subsequently for opening of financial bids.

10.1.2 The total marks obtained by a Bidder in the technical bid (as per Para 9.2.2) shall be allocated 70% of technical weightage and the financial bids shall be allocated 30% of the financial weightage, and thereby making a total of 100% weightage for the complete bid evaluation.

Illustration 1 (for Technical weightage)

If a bidder has secured 80 marks out of the total 100 marks in technical evaluation after following para 10, his **Technical Evaluation Value (TEV)** shall be: 56 i.e. {80 marks x 70% weightage}

The Bidder shall be required to produce attested copies of the relevant documents in support of 10 in addition to the documentary evidences of Para 2.6 for being considered for technical evaluation.

A substantially responsive bid shall be one that meets the requirements of the bidding document in totality i.e. by following the procedures of Para 9 and 10. The technical bid not meeting the minimum requirements as per the tender documents shall be rejected and their financial proposals will be returned unopened.

- (i) The responsiveness of the bid, receipts of duly filled, signed and accepted bid documents in complete form, including Authorization Letter.
- (ii) Receipt of valid EMD with requisite amount in acceptable format.
- (iii) Documents in proof of meeting the minimum eligibility criteria.
- (iv) Any other documents as required to support the responsiveness of the bidder, as per tender.

The bidder who qualifies in the technical evaluation stage shall only be called for opening of financial bids. Client shall intimate the technically qualified bidders, the time/venue for the financial bid opening in written communication.

11 FINANCIAL BID OPENING PROCEDURE

11.1 The Financial bids of all the technically qualified bidders shall be opened on the appointed date and time in presence of the qualified bidders/their authorized representatives, who choose to be present at the time of opening of the financial bids.

11.2 At the sole discretion of the Client, the erroneous Financial Bids may be summarily rejected.

11.3 Mere becoming the lowest bidder, prior to overall bid scrutiny will not give any right to the lowest bidder to claim that he is successful in the bidding process. The successful bidder shall be decided only after following due procedure as explained in para 12.

12 FINANCIAL BID EVALUATION AND DETERMINATION OF THE SUCCESSFUL BIDDER

Method of Evaluation and Work award

1. The **Tenderers** will be evaluated for technical eligibility as per above parameters. Financial bid of all those bidders who get minimum 60 marks in technical evaluation will be opened. The marks obtained by the bidder in evaluation of technical bid as per marking parameters mentioned in Para 10 will be declared as 'Technical score'.
2. To calculate the technical weightage; Marks obtained (Out of 100)*70%
3. In the financial bid, party quoting lowest Total Project Cost (i.e. estimated project cost as per tender documents) shall be treated as FL1 with 30 marks (full).

Other parties will get financial score as: $FL1*30 / (FL2/FL3/FL4 \text{ etc.})$

4. Declaration of successful bidder

The Party who secures maximum score of Tech + Financial bid shall be declared as successful bidder and called for award of tender. By merely being a lowest bidder, tenderer shall not be entitled for the award of work.

For different type of video, mentioned in section 5 clause 1.2, H1 will be calculated separately

Formula to Calculate Total Score of a Bidder:

Wherein-

TH – Highest Marks in Technical Parameters

TB – Marks obtained by the bidder in Technical Parameters

FL – Lowest Financial Bid

FB – Financial Bid of the bidder

TSB – Total Score of the bidder

$$TSB = (0.7 \times TB / TH) + (0.3 \times FL/FB)$$

In case of **Bid Tie** following criteria shall prevail the

1. Bidder with highest turnover will be selected
2. Bidder with more work order of similar kind will be selected.
3. Years of incorporation shall prevail

13. RIGHT OF ACCEPTANCE

13.1 **DIRECTOR, MAHARASHTRA POLICE ACADEMY** reserves all rights to reject any bid including of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind it-self to accept the lowest or any specific bids. The decision of the **DIRECTOR, MAHARASHTRA POLICE ACADEMY** in this regard shall be final and binding.

13.2 Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvas for the work shall render the bidders bids liable for rejection.

13.3 **DIRECTOR, MAHARASHTRA POLICE ACADEMY** reserves the right to award any or part or full contract to any successful agency (ies) at its discretion and this will be binding on the bidders.

13.4 In case of failure to comply with the provisions of the terms and conditions mentioned, by the agency that has been awarded the contract, the **DIRECTOR, MAHARASHTRA POLICE ACADEMY** reserves the right to award the contract to the bidder having next lower BEV (Bid Evaluation Value) or any other outside agency and the difference of price shall be recovered from the defaulter agency who has been awarded the initial contract and this will be binding on the bidders.

14. NOTIFICATION OF AWARD BY ISSUANCE OF 'LETTER OF ACCEPTANCE'

14.1 After determining the successful evaluated bidder, Client shall issue a Letter of Acceptance (LOA) in duplicate to the bidder, who will return one copy to Client duly acknowledged, accepted and signed by the authorized signatory, within seven (7) days of receipt of the same by him.

14.2 The issuance of the Letter of Acceptance to the bidder shall constitute an integral part of the contract.

14.3 The time taken between the date of issue of LOA and Notice to Proceed shall not prevent the party to mobilize the manpower.

15. RETURNING OF EARNEST MONEY DEPOSIT (BID SECURITY AMOUNT)

15.1 The Earnest Money Deposit of the unsuccessful bidders in the technical bid evaluation stage shall be returned within seven (07) days after opening of the eligible financial bids and their financials bids will be kept unopened.

15.2 The Earnest Money Deposit of the unsuccessful bidders in the financial bid evaluation stage shall be returned within seven (07) days, on award of contract to the Successful bidder.

15.3 The Earnest Money Deposit of all the bidders shall be returned in case of cancellation of Tender after the opening of Bids and prior to opening of financial bids.

SECTION – 4 GENERAL

CONDITIONS OF CONTRACT

(GCC)

1 DEFINITIONS

1.1 General

In this Contract, including the Schedules, the following words and expressions shall (unless the context requires otherwise) have the meaning assigned to them.

“Agreement” The word “Agreement” and “Contract” has been used interchangeably.

“Party” The word “Party” means the Successful Bidder to whom the work of providing facility management services has been awarded and the Client, **“MAHARASHTRA POLICE ACADEMY, NASHIK”**

“Letter of Acceptance” Shall mean the intent of the Client to engage the successful bidder for providing facility management services in its premises.

“Notice to Proceed” Shall mean the date at which the facility management services are to commence in Clients premises.

“Confidential Information” Shall mean all information that is not generally known and which is obtained received during the tenure of the contract and relates directly to the business / assets of Client including the information having the commercial value.

“Termination Date” Shall mean the date specified in the notice of Termination given by either Party to the other Party, from which the Contract shall stand terminated.

“Termination Notice” Shall mean notice of Termination given by either Party to the other Party.

1.2 Confidentiality

1.2.1 The Party shall take all precautions not to disclose, divulge and / or disseminate to any third party any confidential information, proprietary information on the Clients business or security arrangements (including but not limited to the Assignment Instructions, Schedules and other subsequent Agreements) and/or business of the Client. The obligation is not limited to any scope and the Party shall be held responsible in case of breach of the confidentiality of Clients information.

1.2.2 If the Party receives enquiries from Press / New / Media / Radio / television or other bodies / persons, the same shall be referred by the Party to Client immediately on receipt of such queries.

2 PERFORMANCE BANK GUARANTEE (PBG)

- 2.1 The successful bidder within fifteen days of the acceptance of the LoA shall execute a Performance Bank Guarantee of any nationalized bank, a sum equivalent to 3% of the yearly contract value in favor of **DIRECTOR, MAHARASHTRA POLICE ACADEMY, NASHIK** payable at **NASHIK** and renewable every year before expiry of the previous Bank guarantee.
- 2.2 The Bank Guarantee can be forfeited by order of the competent authority of the **MAHARASHTRA POLICE ACADEMY, NASHIK** in the event of any breach or negligence or non- observance of any terms/condition of contract or for unsatisfactory performance. On expiry of the contract, such portion of the said Bank Guarantee as may be considered by the **MAHARASHTRA POLICE ACADEMY, NASHIK** sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firms bill has been received and examined.
- a) If the Party is called upon by the competent authority of the **MAHARASHTRA POLICE ACADEMY, NASHIK** to deposit Bank Guarantee and the party fails to provide the PBG within the period specified such failure shall constitute a breach of the contract and the **MAHARASHTRA POLICE ACADEMY, NASHIK** shall be entitled to make other arrangements at the risk, cost and expense of the party.
- b) On due performance and completion of the contract in all respects, the Security Deposit & PBG will be returned to the party without any interest on presentation of an absolute No Demand Certificate in the prescribed form and upon return in good condition of any specifications, samples or other property belonging to the purchaser, which may have been issued to the Party.

3. NOTICE TO PROCEED

After the acceptance of the LOA and securing Performance Bank Guarantee from the successful bidder, Client shall issue the 'Notice to proceed', to the party authorizing him to provide services at the specified locations.

4. SIGNING OF CONTRACT AGREEMENT

- 4.1 The successful Bidder shall enter into contract and shall execute and sign the Contract Agreement in accordance with the Articles of Agreement before commencement of the services.
- 4.2 Client shall prepare the draft Articles of Agreement in the Proforma included in this Document duly incorporating all the terms of agreement between the two parties and send the same in duplicate to the successful Bidder for their concurrence.
- 4.3 The successful Bidder shall return the duly concurred copies of the draft Articles of Agreement within **fifteen (15) days** of receipt of the draft Articles of Agreement from Client, duly printed on the correct amount of stamp paper, duly adjudicated by the registrar of stamps in state where the contract is proposed to be executed.
- 4.4 The competent authority of the Client shall sign the Contract agreement and return a copy of the same to the successful bidder.

5. SERVICES REQUIRED BY THE CLIENT

- 5.1 The Party shall be providing services as per schedule given by the MPA as per the details given herein, or any other location as required by the Client to be read with the Special Conditions of Contract, Assignment, Instructions and Schedule of Requirements on pro-rate basis i.e. on the same accepted rates.
- 5.2 The Client shall pay the charges as agreed between the Client and the Party at the time of bidding process. A schedule of charges shall be annexed to the Articles of Agreement after finalizing the amount at the conclusion of bidding process.
- 5.3 The Party shall provide deliverable to Client to its entire satisfaction and it is the sole responsibility of the Party that the work is executed in all respects in accordance with the Party's obligations.

6. COMMENCEMENT OF SERVICES

The Contract shall become legally binding and in force only upon:

- 6.1 Submission of Performance Bank Guarantee in accordance with Clause 2 (Section- 4).
- 6.2 The Party shall commence services in Client's premises within 15 days from the date of receipt of Notice to Proceed as set out in Clause 3 (Section 4)

7. PARTY'S OBLIGATIONS

- 7.1 The Party shall provide deliverables to Client as per Schedule of Work / Requirements (Section 5) by the Client during the Contractual period and it shall always form part and parcel of the Contract. The Party shall abide by such assignments as provided by the Client from time to time.
- 7.2 Carry of activities as indicated in this document and submission of all project deliverables to MPA within the stipulated time frame.
- 7.3 Ensure that the quality of deliverable meet the expectation of MPA.
- 7.4 Vendor shall work in close co-ordination with the MPA and subject matter experts group provided by MPA for this project.
- 7.5 Vendor shall provide samples of voice over to MPA for approval. MPA shall approved one male and one female voice over (Marathi and Indian English) that shall be used in the development of courses. Incase MPA is not satisfied over the sample voice provided by vendor it shall provide additional sample for approval and selection by MPA.
- 7.6 Vendor should employ industry standard practices for the development of courses. The duration of course, format such as graphics, audio, video etc would be decided in mutual consultation with the vendor and MPA.
- 7.7 Vendor shall develop the GUI (Graphical User Interface) Interface for the course shell and submit the same to MPA for approval.
- 7.8 After receiving approval from MPA on the GUI Interface, vendor shall develop the complete course module as Pilot course and provide it to MPA for approval. Vendor shall discuss with MPA team on the development methodology and standards that would be employed in the development of other course / module. Any change in the procedure shall be mutually agreed and used in the development of other courses.
- 7.9 The course content shall be developed in Marathi.

8. Responsibility of MPA

- 8.1 MPA shall share source / raw content in any form suitable to MPA i.e. text / pdf / ppt or video format either in hard or soft copy.
- 8.2 MPA will approve the framework of content for the courses.
- 8.3 MPA will be providing relevant source material content in any form suitable to MPA i.e. text / pdf / ppt or video format for course development.
- 8.4 MPA will be providing approvals on story boards and voice over samples designed by vendors.
- 8.5 MPA will review and share its feedback on the content submitted by vendors.
- 8.6 MPA will provide timely final sign off on the content.
- 8.7 MPA will be hosting, uploading, testing and deploying the developed content on E-academy portal.

9. VALIDITY OF CONTRACT

The contract, if awarded, shall be initially for a period of one year from the date of award, subject to continuous satisfactory performance. In case of breach of Contract or in the event of not fulfilling the minimum requirements / statutory requirements, the Client shall have the right to terminate the contract forthwith in addition to forfeiting the performance security amount deposit solely at the discretion of the competent authority of the Client. The initial period of one year can be further extended maximum by one years, subject to satisfactory services at the sole discretion of the office of the Client.

10. PAYMENTS

- 10.1 After selection of the Successful bidder as Party, a price schedule shall be annexed to the Articles of Agreement according to which all payments shall be made to the Party by the Client for the services rendered.
- 10.2 The prices in the Price Schedule shall be exclusive of any GST, education cess, secondary and higher education cess or any other applicable taxes as may be levied by the Government from time-to-time and the same, if applicable, shall be charged and reimbursed, in addition to the applicable rate.
- 10.3 The Party shall raise invoice as per work done and submit the same to Client. The Client shall make all endeavors to make payments as per availability of funds from the date of the receipt of the invoice, to the Party.
- 10.4 The initial cost of the Contract shall be valid for a period of 12 months. Price escalation, by whatsoever reason will not be applicable.
- 10.5 After expiry of the initial period of the Contract of one years, extension on the basis of satisfactory deliverables will be given on the sole discretion of Director of Maharashtra Police Academy, Nashik at the initial fixed rate.
- 10.6 All payments shall be made in Indian Currency by means of an Account Payee Cheques/ RTGS only.
- 10.7 Client shall be entitled to deduct in accordance with Applicable Law, Income Tax or withholding tax or other deductions (as the case may be), from any payments made to the Party, and the amount so deducted shall be deemed to be a payment made to the Party. Client shall provide a certificate certifying the deduction so made.
- 10.8 No payment shall be made in advance nor will any loan from any bank or financial institution

be recommended on the basis of the order of award of work.

11. PENALTIES:

- 11.1.1 In case of delay in execution of the assigned work by the agency, MPA may impose a penalty of 0.5% of the project value per day or part thereof of delay (subject to maximum of 10%) may be imposed by MPA. If the delay is beyond 3 weeks, then MPA may void the project/ assignment and shall be free to get it done from other agencies at the risk and costs of the appointed agencies. MPA may debar and blacklist the Agencies for applying in its future empanelment also.
- 11.1.2 If any of the services performed by the Agencies fail to conform to the specifications of the assigned project or in the event of failure of the project due to indifferent (such as inadequate interactions with MPA), negligent (such as quality of deliverables not up to the mark), non-supportive attitude (such as non-engagement of adequate resources in the prescribed time frame), of the Agencies and MPA decides to abort the contract because of such failure, then a sum up to 50% of the value of the contract shall be recovered from the Agencies. This shall be without prejudice to other remedies available under law and this agreement with MPA.
- 11.1.3 If the agency uses the brand/name of the department for any other commercial purpose without its permission, agency will be liable to pay the penalties imposed by the department.
- 11.1.4 If the agency after taking up the work for a video making, leaves it in incomplete due to any reason, the agency would have to pay 2 times the cost of the work order to the department.

12. FORCE MAJEURE - OBLIGATIONS OF THE PARTIES

- 12.1 “Force Majeure” shall mean any event beyond the control of Client or of the Party, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following:
 - (i) War, hostilities, invasion, act of foreign enemy and civil war;
 - (ii) Rebellion, revolution, strike, insurrection, mutiny, conspiracy, Riot, civil commotion and terrorist acts;
 - (iii) Sabotage, unlawful lockout, epidemics, quarantine and plague;
 - (iv) Earthquake, fire, flood or cyclone, or other natural disaster.

As soon as reasonably practicable but not more than 48 (forty-eight) hours following the date of commencement of any event of Force Majeure, an Affected Party shall notify the other Party of the event of Force Majeure setting out, inter alia, the following in reasonable detail:

- 12.2 The date of commencement of the event of Force Majeure;
- 12.3 The nature and extent of the event of Force Majeure;
- 12.4 The estimated Force Majeure Period,
- 12.5 Reasonable proof of the nature of such delay or failure and its anticipated effect upon the time for performance and the nature of and the extent to which, performance of any of its obligations under the Contract is affected by the Force Majeure.
- 12.6 The measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of its obligations

affected thereby.

- 12.7 Any other relevant information concerning the Force Majeure and /or the rights and obligations of the Parties under the Contract.

13. TERMINATION

This Contract may be terminated forthwith by either party by giving written notice to the other if:

- 13.1 The other party is in material breach of its obligations under this Agreement and / or, in the case of such breaches capable of being remedied, fails to remedy that breach within thirty days of receiving notice of such breach; or
- 13.2 The Contract may be terminated forthwith by the Client by giving written notice to the Party, if:
- 13.2.1 In case of breach of any of terms and conditions of the Contract by the Party, the Competent Authority of the Client shall have the right to cancel the Contract after allowing the Party to make good or remedy the breaches committed within 30 days, and nothing extra will be payable by the Client. In such a case, if the Client has to terminate the contract, then in that event the security deposit in the form of performance Bank Guarantee may be forfeited and en-cashed, at the discretion of the Client.
- 13.2.2 The Party does not provide services satisfactorily as per the requirements of the Client or / and as per the Schedule of Requirements
- 13.2.3 The Party goes bankrupt and becomes insolvent.

14. INSOLVENCY

- 14.1 The competent authority of the **MAHARASHTRA POLICE ACADEMY, NASHIK** may at any time by notice in writing summarily terminate the contract without compensation to the party in any of the following events, that is to say:-

If the party being an individual or if firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any conveyance or assignment of his efforts or enter into any arrangements,

Or

- i) If the party being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver or Manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or Manager.
- ii) If the party commits any breach of this contract not herein specifically proved for: Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also that the party shall be liable to pay the purchaser for any extra expenditure, he is thereby put to but shall not be entitled to any gain on repurchased.

15. GOVERNING LAWS AND SETTLEMENT OF DISPUTE

15.1 ARBITRATION

- The agreement shall be governed by the law for the time being in force in India. This agreement shall be subject to exclusive civil jurisdiction of courts at Nashik only.
- MPA and the successful bidder shall make every effort to resolve amicably by direct informal

negotiation, any disagreement or dispute arising between them under or in connections with the Contract.

- If the parties fail to resolve their differences by mutual agreement, then the dispute shall be settled as follows:
 - A. Any such dispute should be brought to notice of DD (IT) with supporting documents within 15 days of occurrences in writing.
 - B. If dispute is not resolved at DD (IT) stage then such dispute should be brought to notice of Director MPA with supporting documents within 30 days from decision communicated by DD (IT).
 - C. If dispute is not resolved by above A and B method then dispute shall be resolved in accordance with the Indian Arbitration and Conciliation Act, 1996.
- The award shall be final and binding on both the parties.
- In the event of any breach of the said terms and conditions of the empanelment, MPA may de-empanel and debar the agency from participating in the future works of MPA for a period of 1 year.

15.2 Jurisdiction of Court: This Contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the courts in **Nashik**.

SECTION - 5

**SCHEDULE OF
WORKS/
REQUIREMENTS**

1. SCOPE OF WORK FOR DIFFERENT MEDIA:

Scope of work broadly consists of, but not limited to the following:

1.1 Objectives of the Project

The primary objectives of this project are:

- a. To develop **professional training videos** for police training and capacity building.
- b. To create **standardized instructional material** that can be used across training batches.
- c. To demonstrate **practical scenarios, procedures, best practices and legal information** in policing.
- d. To produce **visually engaging and easy-to-understand training modules**.
- e. Revamping important policing knowledge and training content.
- f. Provide engaging, easy-to-understand learning material for police personnel.
- g. Enable self-paced learning through structured video modules.
- h. Improve training accessibility across the Maharashtra Police force.

1.2 Scope of Work

1. The selected agency will be responsible for end-to-end development of E-Learning videos, including instructional design and production.
2. MPA aims to develop various videos in different format for effectively training police personals. Videos are broadly categories as follows:

Categories-

- a. Level 1 – Human voice over + basic graphics generated with ready templates.
 - b. Level 2 – Human Voice over + 2D graphics created
 - c. Level 3 – Human voiceover + 2D and 3D graphics created+ scenario based learning images/ videos created with AI.
 - d. Final deliverable- AV in MP4,
3. The agency will develop an **interactive multimedia e-learning modules consisting of segmented audio-visual presentations integrated into training software**
 4. **Pre-Production**
 - a. Understanding training objectives and topics.
 - b. Consultation with academy faculty and subject matter experts.
 - c. Concept development and instructional design.
 - d. Script writing and storyboard creation.

- e. Suggesting the media for content creation.
- f. Division of content in to categories according to the media selected.

5. Content Transformation

The Maharashtra Police Academy will provide legal documents, law-based content, standard operating procedures, training notes, and reference materials.

The selected agency will study the provided content and convert the material into learner-friendly scripts preferably in Marathi Language. Complex legal language should be simplified into clear, engaging, and understandable narration while maintaining legal accuracy.

6. Script Development

The agency will:

- a. Develop structured scripts in Marathi Language for each module.
- b. Break complex topics into digestible learning segments.
- c. Ensure scripts are suitable for video-based training.
- d. Ensure content is engaging, informative, and pedagogically sound.

Scripts will be shared with the Maharashtra Police Academy for review and approval before production.

7. Video Production

The agency will produce approximately 150 E-Learning videos as per demand and time schedule given by MPA with the following specifications:

- a. Duration: 15 to 30 minutes per video
- b. Format: High-quality digital video
- c. Clear voice narration
- d. Visual aids such as info graphics, diagrams, animations, case examples, process flows, and scenario based explanations to be decided by the agency as per the content format.
- e. The sources, software's, music, templates, images, videos, content or any other data must be legal.
- f. All the content to be produced, generated, created at the agency's establishment.
- g. In special case if it is needed to use academy infrastructure for producing the content, Prior permissions needs to be taken.
- h. Use of professional camera, lighting, and audio equipment & post production setup.**
- i. Direction and coordination with trainers or police personnel.
- j. Language of the production – Marathi with subtitles in English (No auto generated subtitles)
- k. Grammar and syntax of the language must be followed strictly.

Videos must ensure high retention of information, clarity and accuracy of legal concepts, and ease of understanding for police personnel across different ranks.

8. **Post Production**

- a. Video editing
- b. Graphics, animations, and motion graphics, AI generated content
- c. Voice-over recording
- d. Subtitles
- e. Background music and sound design
- f. Colour correction and final mastering
- g. Colour specifications of the Logo unit must be followed and uniform colour scheme to be maintained in all the productions.
- h. Structured topic-wise breakdown of each video
- i. Visual explanations of procedures where ever applicable
- j. Scenario-based explanations where applicable
- k. Video should be in clear and simple language. The content should be in Marathi language

9. **Deliverable**

The agency shall deliver:

- a. Final edited training videos – MP4
- b. Raw footage data- Unmixed 4k MOV (**Quick Time Video**) (Track separation – Clean video, packaging, text, graphics, BGM (**Background Music**), VO (**Voice Over**)), Unedited Raw videos, raw audio files, raw data and every data, material, content used for the said project on HDD (**Hard Drive Disk**).
- c. Voiceover tracks
- d. Subtitled versions (if required)
- e. Video files in formats suitable for:
 - Classroom projection
 - E-learning platforms
 - Online training portals
- f. Instructional design framework
- g. Script for each video

2. **Project Timeline**

The engage agency will have to produce videos within 1 year as per time schedule given by MPA

3. **Ownership and Confidentiality**

All content developed under this project will remain the intellectual property of the Maharashtra Police Academy. The selected agency must maintain strict confidentiality regarding all materials and information shared during the project.

Schedule of Work / Requirement

01	Number of Topics (approximately)	150		
02	Topic Per minute	15 to 30 Minutes		
03	Topic / Video Format	Human voice over + basic graphics generated with ready templates. Human Voice over + 2D graphics created Human voiceover + 2D and 3D graphics created + scenario based learning images/ videos created with AI. Final deliverable- AV in MP4,		
04	eLearning Content development Features	Level 1 – Content Information	Level 2 – Content Information	Level 3 – Content Information
	Complexity Description	Created to build awareness for the learner. The purpose of the course will be primarily informational with little or no feedback to the learner.	Created for learners to demonstrate knowledge of the material after taking the course.	Created to enable learners to apply the knowledge and skills (application) acquired by taking the course.
	Instructional Approach	Presentation of content by splitting content into logical units using expository or guided learning.	<ul style="list-style-type: none"> • Information presented more visually. • Expository or guided learning • Concept exemplification using Scenario-based • Concept exemplification using Case Study 	<ul style="list-style-type: none"> • Task or problem-based learning • Gamification of Learning • Decision-making or branching capabilities • Scenario or case study-based learning • Conversational learning • System Simulation
	Storyboarding	Included	Included	Included
	Background & Visual Treatment	Text, static images, background music wherever necessary	Audio narration, basic animations and stock videos wherever necessary	<ul style="list-style-type: none"> • Custom video and graphics • Complex animations
	Animation	Only transition animations	The animation will be sequenced according to the content at each page.	<ul style="list-style-type: none"> • The animation will be sequenced according to the content on each page. (This also

			includes show me/try me/test me (simulations) <ul style="list-style-type: none"> In case of show me simulation each page will have up to 6 click steps of a software.
Menu & Navigation	<ul style="list-style-type: none"> Simple linear navigation Next/Back/Video scrubber with locking ability for first time learners Menu and Exit buttons 	<ul style="list-style-type: none"> Next/Back/Video scrubber with locking ability for first time learners Progress Bar and breadcrumb 	Dynamic / Custom menus, branching paths, dashboards, and scenario maps
Visual Approach	Visually supported by the Adobe Stock images, vector graphics and icons.	<ul style="list-style-type: none"> There will be a 2D illustrations. Audio will be synced at paragraph-level. 	<ul style="list-style-type: none"> There will be a 2D-stock video of up to 60 seconds. Audio will be synced at word level.
Interactivity	<ul style="list-style-type: none"> MCQ/MRQ Click to reveal buttons Tab Tables 	<ul style="list-style-type: none"> Drag and Drop Matching Sequencing / Ordering Click to reveal Accordion & Tab Tables Flowchart & Hotspots Rollover & Interactive Timeline 	<ul style="list-style-type: none"> Drag and Drop Matching Sequencing / Ordering Click-to-reveal Accordion & Tab Tables Flowchart & Hotspots Rollover & Interactive Timeline Spin the Wheel
Assessment	Included	Included	Included
Assessment Question Types	<ul style="list-style-type: none"> Simple MCQs True/False 1 assessment of total 5 questions 	<ul style="list-style-type: none"> Scenario-based Quizzes Fill in blanks Sequencing 1 assessment of total 10 questions 	<ul style="list-style-type: none"> MCQs Adaptive assessments Case studies 1 assessment interspersed throughout the eLearning course
Voiceover	Included	Included	Included
Scenario-Based Learning	Not Applicable	Included	Included
Number of screens per hour of content	Up to 55	Up to 45	Up to 35

***Note: The above content / video is tentative. Client hold its rights to increase / decrease the count of content / video as per its requirement and it will be obligatory for party to provide**

as per clients demands.

SECTION - 6

SPECIAL CONDITION OF CONTRACT

1. Empanelment of Agency

MPA hold its right to divide work order among other participant bidder as per urgency of work and as per quality and at the rate of successful H1 bidder. Thus MPA will make panel of agencies who have participated in tender for production of e-learning content / videos.

Decision of empanelment of agencies will be binding of bidders.

2. Special Conditions for Bidders

General Instructions

- Consortium is not allowed.
- Certified Startups are exempted from paying EMD.
- The bidders are requested to familiarize themselves with the use of the e- Tendering portal of Government of Maharashtra well in advance.
- The interested contractors / bidders will have to make online payment of Rs. 10,000 + 18% GST i.e. Rs. 11,800 (Rupees Ten Thousand Only) per bid per tender to online service provider of e-Tendering system at the time of entering Online Bid Submission stage of the tender schedule.
- Online bidding process consists of following 3 stages
 - a. Online Tender Document Purchase and Download
 - b. Online Bid Preparation
 - c. Online Bid Submission
- All of 3 stages are mandatory for bidders to successfully complete the Online Bidding Process.
- The Agency will have to ensure compliance with copyright, patents, and other Intellectual Property Laws, in all material, including artwork/design, supplied by them. The Creative Agency will be completely liable in all such cases, and no liability shall lie with MPA. The advertising agency shall obtain all necessary registration(s)/permission(s)/license(s), etc., which are/may be required under media or other legislation(s) for providing services.
- All Intellectual Property Rights in the planning, preparing strategy, developing creative ideas, developing and production of videos and other resource material, etc. made in the course of performance of services by the empaneled agencies or its personnel involved in the task of MPA shall absolutely belong to MPA. The agency will be required to submit each artwork used in the format used originally for creation of the art work (master file) such as AI, CDR, AVI, FCP, and other such formats as the case may be, in addition to submitting PDF, MP4, etc. This artwork will have to be submitted along with the bill. The video making agency will be solely responsible for copyright issues concerning usage of images, footage, text material, etc. obtained through various sources. MPA will not be a party to any dispute arising out of copyright violation by the agency.

- The agency should abide by and have good understanding of various laws/regulations governing advertisement/publicity.
- Each page of all the documents submitted by the bidder in response to this RFP shall be typed, office seal affixed and signed by the duly authorized person.
- The advertising agency shall indemnify MPA and keep it indemnified against any loss, claims, demands, actions, proceedings, damages, costs, charges and expenses, which may be made or brought or commenced against MPA for any act contrary to the provisions of this agreement or due to or resulting from breach of any agreement between the advertising company and any other person or organization relating to the media and publicity work undertaken on behalf of MPA.
- MPA will not be responsible for any harm or loss of life during the execution of the video work
- All technical particulars supplied by MPA to the agency are to be kept confidential and no part of it should be shared with anyone other than the authorized persons, without prior written permission from MPA.
- MPA will not make any advance payment. Payment shall be released after the execution of the project contract/work order as required by MPA. Agency should raise the invoice post execution of contract in the name of MPA. The payment shall be released as per availability of fund against of invoice raised by agency and submission of all necessary documentation to the department. All applicable taxes including GST, etc. will be deducted at source (TDS) from the final bills as required under Income Tax Act.

3. Purchase and Download of Tender Form

- The tender document will be uploaded / released on Government of Maharashtra, (GOM) e-tendering website <https://mahatenders.gov.in>
- If for any reason a bidder fails to make this payment through online modes, system won't allow the bidder to proceed further for next stage resulting in his/her elimination from Online Bidding Process.
- Payment for tender documents payment will not be accepted by the department through any offline modes such as Cash, Cheque or Demand Draft.
- Subsequently, bid must be prepared and submitted online only as per the schedule.
- The Tender form will be available online only. Tender forms will not be sold/issued manually.
- The bidders are required to download the tender document within the prescribed date & time mentioned in online tender schedule.
- After expiry of the date and time for tender document download, Department will not be responsible for any such failure on account of bidders for not downloading the document within the schedule, even though they have paid the cost of the tender to the Department. In such case, the cost of the tender paid by the bidders will not be refunded.

4. Preparation of bids

- All documentation needed to be provided by bidders must be supplied only in the formats specified in the annexures.
- The Bid will be prepared and subsequently submitted via online mode only. Bidders may

submit a hard copy of their proposal to the MPA office along with all required documentations and EMD.

- The physical copy of the bid must be submitted to the MPA office no later than **2026**. Any proposals submitted after the specified deadline will not be considered.
- Please be advised that online submission of bids is mandatory; bids submitted solely in hard copy will not be accepted.
- EMD is mandatory to all the bidders other than exempt category specified in procurement policy published vide GR of 01/12/2016 of The Maharashtra Industries, Energy and Labour Department (Udyog Urja Vibhag). Bids submitted without EMD shall be rejected.
- EMD should be paid online.
- EMD payment via any other mode would not be accepted.
- Bidders registered under Micro, Small, Medium Enterprises under MSME development Act 2006 are exempted from the tender fee, EMD.

5. Agreement and EMD

- Successfully empaneled agencies will have to execute an agreement immediately from the date of dispatch of acceptance letter for its inclusion in the panel.
- EMD will be returned as and when the panel is ceased.
- The expenses of completing and stamping the agreement shall be borne by the Bidder and One signed and stamped copy of the agreement should be provided to MPA without incurring any charges to the department.
- Forfeiture of EMD: The EMD may be forfeited in whole or in part in the following instances:
 - When any contractual provision or condition is breached.
 - When the Bidder fails to provide satisfactory services.
- Reasonable notice will be provided in the event that the EMD is forfeited. In this situation, the decision taken by MPA will be final.

6. Duration of the Project

- The duration of the panels will be one years and may be extended for an additional year with appropriate approvals of component authority. MPA reserves the right to terminate the empanelment of any agency/ agencies at any time in case of change in the Department/Government Policy/procedures, or unsatisfactory performance, or to blacklist it in the event of highly unsatisfactory performance, services and conduct without assigning any reason.

7. Procedure to Select Agency from Panel for Allotting Work

- The fulfilment of only pre-qualification criteria does not mean the inclusion of agency in the panel. Total marks obtained in the technical criterion & presentations combined together with financial bid will be taken into consideration while shortlisting the agencies for inclusion in the panel.

- MPA will determine the medium, message, and schedule for all the video recording plan.
- Based on the QCBS selection, MPA will decide the successful bidder for preparation of video activity/ activities to be invited.
- Successful bidder shall be shortlisted / selected on QCBS bases. Financial bid of those bidder who secure minimum 60 marks in technical criteria will be open. QCBS selection of bidder will be done on 70% technical and 30% financial scoring.
- MPA reserves its rights to empanel other participant bidder who are ready to execute work as per quality parameters of selected bidder at the agreed rate of H1 bidder after duly scrutinizing capacity of bidder.
- The decision of director MPA regarding empanelment will be binding on all bidders.

8. Code of Integrity

- No official of a procuring entity or a bidder shall act in contravention of these codes which includes prohibition of:
 - i. Making an offer, solicitation or acceptance of a bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
 - ii. Any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained, or an obligation avoided.
 - iii. Any collusion bid rigging or anticompetitive behavior that may impair the transparency, fairness, and progress of the procurement process.
 - iv. Improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
 - v. Any financial or business transaction between the bidder and any official of the procuring entity related to the tender or execution process of contract, which can affect the decision of the procuring entity directly or indirectly.
 - vi. Any coercion or any threat to impair the harm, directly or indirectly, any party or its property to influence the procurement process.
 - vii. Obstruction of any investigation or auditing of a procurement process.
 - viii. Making false declarations or providing false information for participation in a tender process to secure a contract.

9. Subcontracting

- As per scope of the RFP, subcontracting is strictly prohibited.

It is further clarified that any negligence in performance of Services which directly causes any breach of security like hacking aren't the forces of nature and hence wouldn't be qualified under the definition of "Force Majeure". In so far as applicable to the performance of Services, Service Provider will be solely responsible to complete the risk assessment and ensure implementation of adequate security hygiene, best practices, processes and technology to prevent any breach of security and any resulting liability therefrom (wherever applicable).

10. Bid Submission Instructions

Complete bidding process will be online (e-Tendering). Submission of bids shall be in accordance to the instructions given in the Table below:

Particulars	Instructions
Tender Fees, EMD, Pre-qualification Proposal and Technical Proposal (If Applicable to category)	The Pre-qualification Proposal shall be prepared in accordance with the requirements specified in this RFP and the formats are prescribed in this RFP Each page of the Pre-qualification Proposal should be signed and stamped by the Authorized Signatory of the Bidder. Pre-qualification Proposal should be submitted through online bid submission process only. The Technical Proposal shall be prepared in accordance with the requirements specified in this RFP

11. Late Proposal and Proposal Validity Period

- Proposals received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall not be opened in the e-Tendering system. Proposals received before the deadline shall be valid for a period of 180 days from the date of submission.

12. Modification and Withdrawal of Proposals

- No Proposal shall be withdrawn in the interval between the deadline for submission of proposals and the expiration of the validity period specified by the Bidder on the Proposal form. Entire EMD shall be forfeited if any of the Bidders withdraw their proposal during the validity period.

13. Bid Opening

- Total transparency shall be followed and enforced while opening the Proposals/Bids. All Bids shall be opened in the presence of Bidder's representatives who may choose to attend the Bid opening sessions at the designated date, time and address.
- MPA maintains the right to postpone or cancel a scheduled Bid opening at any moment.
- The prequalification proposals shall be opened and evaluated in accordance with the criteria mentioned in the RFP. Technical Proposals of the bidders who fulfill the prequalification criteria shall be opened.
- Representatives of the Bidder who are present shall sign a register attesting to their presence. If the stipulated day of Bid opening falls on a MPA holiday, the bids will be opened at the same time and place on the next working day of the department. Moreover, if the Bidder's representative remains absent, MPA will continue processing and opening the bids of all bidders.
- During Bid opening, preliminary scrutiny of the Bid documents shall be conducted to ascertain whether they are complete, whether required Bid Security (EMD) has been furnished, whether the Documents have been properly signed, and whether the bids are generally in order. Bids that do not conform to these basic conditions shall be rejected without any considerations. MPA has the right to reject the bid after conducting the due diligence process.

14. Evaluation Process

- MPA will constitute Tender Evaluation Committee (hereinafter referred to as “TEC”) to evaluate the bids.
- TEC will evaluate the bidders on pre-qualification criteria outlined in RFP before proceeding for Technical Evaluation. Incomplete or partial Proposals are liable for disqualification. Only bidders qualified as per pre-qualification eligibility criteria shall be considered for technical evaluation.
- Bids received and found valid will be evaluated to ascertain the best bid in the interest of MPA. The Bidder should submit all the information sought by MPA in the given desired formats. The bids are liable to be rejected if the information is not provided in desired formats. The proposals shall be evaluated based on the Eligibility Criteria given in earlier part.
- The Technical Proposals will be opened in front of bidders/authorized representatives of the bidders present at the stipulated time indicated in this document or at such time informed separately by the MPA to all the participating Bidders. After scrutinizing and evaluation of the Technical Proposals, the eligible bidders will be informed about the presentation date for presenting their details of earlier accomplishments.
- Technical proposals will be given weightage of total 70 Marks and 30 Marks would be reserved for the presentations. Bidders are required to showcase their relevant similar experience through the presentation.
- A presentation has to be made by all the technically qualified shortlisted agencies before an TEC as per details given in the “Evaluation Criteria”. Only the agencies that fulfill the technical evaluation criteria as defined for respective category will be invited for making presentations in front of TEC.
- The details of the date, venue and topic of technical presentation will be communicated by MPA to all the qualified agencies in technical evaluation. Agencies will have 3 working days of time to prepare the creative/ artworks/ media strategy, etc. to present it to MPA TEC.

SECTION- 7

PRICE SCHEDULE

Financial Quote

Section 7

Sr. No.	Types of Videos	Description of Video	Duration	Total cost per Minute	Remark
1	Level 1	Human voice over + basic graphics generated with ready templates	30 Minutes		
2	Level 2	Human Voice over + 2D graphics created	30 Minutes		
3	Level 3	Human voiceover + 2D and 3D graphics created+ scenario based learning images/ videos created with AI.	30 Minutes		

- * For each level H1 will be calculated separately.
- * Price should be quoted with inclusive of all taxes.

SECTION-8

FORMS

Section8.1	FORM-I-	CONTACT DETAILS FORM
Section8.2	FORM-II-	BID SECURITY FORM (To be used for Bank Guarantee)
Section 8.3	FORM-III-	ARTICLES OF AGREEMENT
Section 8.4	FORM-IV-	PERFORMANCE BANK GUARANTEE

FORM-I

CONTACT DETAILS FORM ENERAL DETAILS OF BIDDER

- 1. NAME OF THE COMPANY**
- 2. NAME AND DESIGNATION OF AUTHORISED REPRESENTATIVE
.....**
- 3. COMMUNICATION ADDRESS
.....
.....**
- 4. PHONE NO./MOBILE NO.**
- 5. FAX**
- 6. E-MAIL I.D.**

PARTICULAR DETAILS OF THE BIDDER'S REPRESENTATIVE

- 1. NAME OF THE CONTACT PERSON**
- 2. DESIGNATION**
- 3. PHONE NO.**
- 4. MOBILE NO.**
- 5. E-MAIL I.D.**

UNDERTAKING

1. I, the undersigned certify that I have gone through the terms and conditions mentioned in the bidding document and undertake to comply with them.
2. The rates quoted by me are valid and binding upon me for the entire period of contract.
3. I/We give the rights to the competent authority of the **MAHARASHTRA POLICE ACADEMY** to forfeit the Earnest Money/Security money deposit by me/us in case of breach of conditions of Contract.
4. I hereby undertake to provide the services as per the directions given in the tender document/contract agreement.

Signature of the Authorized Signatory

Date:-

Place:-

Designation:

(Office seal of the Bidder)

BID SECURITY FORM

No.

Date:

To,

DIRECTOR GENERAL

MAHARASHTRA POLICE ACADEMY, NASHIK

Whereas M/s..... (Hereinafter called “the bidder”) has submitted its bid dated.....for providing the required services vide Tender No. <Tender Number> Dated <dd.mm.yyyy> KNOW ALL MEN by these presents that WEof having our registered office at (Hereinafter called ‘the Bank’) are bound unto The Owner in the sum of Rs <Amount> (Rupees <Amount> only) for which payment will and truly to be made of the Owner, the Bank binds itself, its successors and assigns by these present.

THE CONDITIONS of the obligations are:

1. If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid form or
2. If the Bidder, having been notified of the acceptance of his bid by the Owner, during the period of bid validity.
 - (a) Fails or refuses to execute the Contract, if required; OR
 - (b) Fails or refuses to furnish the Performance Security, in accordance with the instruction to the Bidders.

OR

- (c) Fails or refuses to perform their duties fully or partially to the satisfaction of the Owner.

We undertake to pay the Owner up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand the Owner will not justify the demand of the amount claimed by it is due to it owing to the occurrence of any one or both of the conditions, specifying the occurred condition or conditions.

This guarantee will remain in force as specified in.....of the Bid document up to 120 days and including thirty (30) days after the period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Name & Signature of witness
Authority Address of witness

Signature of the Bank

Name:
Signed in capacity of: Full
address of Branch: Tel No.
of Branch:
Fax No. of Branch:

FORM FOR FINANCIAL CAPACITY

Description	Financial years		
	2022-23	2023-24	2024-25
Annual Turnover			
Net worth			
Current Assets			
Current Liabilities			
Total Revenues			
Profit Before Taxes			
Profit After Taxes			

FORM-III

CONTRACT AGREEMENT NO <Number> DATED <Date>

THIS AGREEMENT is made on Between **DIRECTOR, MAHARASHTRA POLICE ACADEMY, NASHIK** (hereinafter referred to as “Client” which expression unless excluded or repugnant to the context be deemed to include his successors and assigns), and whose principal place of office is at **MAHARASHTRA POLICE ACADEMY** of the One Part,

AND

M/s.....having its registered office at.....(Hereinafter referred to as “the Party”) which expression shall unless excluded by or repugnant to the context be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for providing manpower services to Client.

NOW THIS AGREEMENT WITNESSTH as follows:

- I. **WHEREAS** the Client invited bids through open tender, vide Notice Inviting Tender dated for “**availing required services as mentioned under Tender No.**”
- II. **AND WHEREAS** the Party submitted his bid videin Accordance with the procedure mentioned along with the bid documents and represented therein that it fulfills all the requirements and has resources and competence to provide the requisite services to the Client
- III. **AND WHEREAS** the Client has selected M/s.....as the successful bidder (“the Party”) pursuant to the bidding process and negotiation of contract prices, awarded the Letter of Acceptance (LoA) No, to the part on for a total sum of [Rupees Only]
- IV. **AND WHEREAS** the Client desires that the services (as defined in the Bidding Document) be provided, performed, executed and completed by the Party, and wishes to appoint the Party for carrying out such services.
- V. **AND WHERE AS** the Party acknowledges that the Client shall enter into contracts with other party / parties for the services at its premises in case the Party falls into breach of the terms and conditions as stipulated in the Tender Document and shall waive its claim whatsoever in this regard.
- VI. **AND WHEREAS** the terms and conditions of this Contract have been fully negotiated between the Client and the Party as parties of competent capacity and equal standing.

- VII. **AND WHEREAS** the Party has fully read, understood and shall abide by all the terms and conditions as stipulated in the Tender Documents for providing services in the Client's premises, failing which the Contract is liable to be terminated at any time, without assigning any reasons by the Client.
- VIII. **AND WHEREAS** the Party shall be responsible for payment of GST. The documentary proof of the same must be submitted within one month of payment of particular bill for the amount of GST Charged in the said bill.
- IX. **AND WHEREAS** the Client and the Party agree as follows:
1. In this Agreement (including the recitals) capitalized words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
 2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (a) The Letter of Acceptance (LoA) issued by the Client.
 - (b) Notice to Proceed (NTP) issued by the Client
 - (c) The complete Bid, as submitted by the Party.
 - (d) The Addenda, if any, issued by the Client.
 - (e) Any other documents forming part of this Contract Agreement till date. (Performance Bank Guarantee, Bank Guarantee)
 - (f) Charges – Schedule annexed to this Article of Agreement
 - (g) Supplementary Agreements executed from time to time.
 3. Any changes/modifications/amendments required to be incorporated in the Contract Agreement at a later stage shall be discussed and mutually agreed by both the parties and such supplementary agreements shall be binding on both the parties and shall form the part of this contract agreement.
 4. This Contract shall be governed by and construed in accordance with the laws of India. Each Party hereby submits to the jurisdiction as set out in the Dispute Resolution Procedure in the Conditions of Contract.
- X. **IN WITNESS WHEREOF** the parties hereto have caused this Agreement to be Executed in accordance with the laws of India on the day, month and year indicated above.

Signed on behalf of the Party

(Authorised Signatory)

Signed on Behalf of

<Designation>
MAHARASHTRA
POLICE ACADEMY

(Authorised Signatory)

FORM- IV
PERFORMANCE BANK GUARANTEE

(To be executed on non-Judicial stamped paper of an appropriate value)

Date :

Bank Guarantee No:
Amount of Guarantee:
Guarantee Period: From to.....
Guarantee Expiry Date:
Last date of Lodgement:

WHEREAS MAHARASHTRA POLICE ACADEMY having its office at <Address> (hereinafter referred to as “**The Owner**” which expression shall unless repugnant to the context includes their legal representatives, successors and assigns) has executed a binding to the contract on [*Please insert date of acceptance of the letter of acceptance (LoA)*] (“**Contract**”) with [*insert name of the Successful Bidder*].....(hereinafter) referred to as the “**Party**” which expression shall unless repugnant to the context include its legal representatives, successors and permitted assigns) for the performance, execution and providing of services (“**Services**” shall have the meaning ascribed to it in the Contract] based on the terms & conditions set out in the Tender Documents number [*insert reference number of the Tender Documents*] dated [*insert date of issue of Tender Documents*]... and various other documents forming part thereof. **AND WHEREAS** one of the conditions of the Contract is that the Party shall furnish to the Owner a Bank Guarantee from a scheduled bank in India having a branch at **NASHIK** for an amount equal to 10% (ten percent) of the total Contract Sum (the amount guaranteed under this bank guarantee shall hereinafter be referred to as the “**Guaranteed Amount**”) against due and faithful performance of the Contract including the performance bank guarantee obligation and other obligations of the Party for the supplies made and the services being provided and executed by under the Contract. This bank guarantee shall be valid from the date hereof up to the expiry of the Contract Period including any extension thereof.

AND WHEREAS the Party has approached [*insert the name of the scheduled bank*] (here in after referred to as the “**Bank**”) having its registered office at [*insert the address*].....**and** at the request of the Party and in consideration of the promises made by the Party, the Bank has agreed to give such guarantee as hereunder:-

- (i) The Bank hereby undertakes to pay under this guarantee, the Guaranteed Amount claimed by the Owner without any further proof or conditions and without demur, reservation, contest, recourse or protest and without any enquiry or notification to the Party merely on a demand raised by the Owner stating that the amount claimed is due to the Owner under the Contract. Any such demand made on the Bank by the Owner shall be conclusive as regards the amount due and payable by the Bank under this bank guarantee and the Bank shall pay without any deductions or set-offs or counterclaims whatsoever, the total sum claimed by the Owner in such Demand. The Owner shall have the right to make an unlimited number of Demands under this bank guarantee provided that the aggregate of all sums paid to the Owner by the Bank under this bank guarantee shall not exceed the Guaranteed Amount. In each case of demand, resulting to change of PBG values, the Owner shall surrender the current PGB to the bank for amendment in price.
- (ii) However, the Bank’s liability under this bank guarantee shall be restricted to an amount not exceeding [*figure of Guaranteed Amount to be inserted here*]..... only).

- (iii) The Owner will have the full liberty without reference to the Bank and without affecting the bank guarantee to postpone for any time or from time to time the exercise of any powers and rights conferred on the Owner under the Contract and to enforce or to forbear endorsing any powers or rights or by reasons of time being given to the party which under law relating the Surety would but for the provisions have the effect of releasing the surety.
- (iv) The rights of the Owner to recover the Guaranteed Amount from the Bank in the manner aforesaid will not be affected or suspended by reasons of the fact that any dispute or disputes have been raised by the Party and / or that any dispute(s) are pending before any office, tribunal or court in respect of such Guaranteed Amount and/ or the Contract.
- (v) The guarantee herein contained shall not be affected by the liquidation or winding up, dissolution, change of constitution or insolvency of the Party but shall in all respects and for all purposes be binding and operative until payment of all money due to the Owner in respect of such liability or liabilities is affected.
- (vi) This bank guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the parties to this bank guarantee hereby submit to the jurisdiction of the Courts of **NASHIK** for the purposes of settling any disputes or differences which may arise out of or in connection with this bank guarantee and for the purposes of enforcement under this bank guarantee.
- (vii) All capitalized words used but not defined herein shall have the meanings assigned to them under the Contract.
- (viii) NOTWITHSTANDING anything stated above, the liability of the Bank under this bank guarantee is restricted to the Guaranteed Amount and this bank guarantee shall expire on the expiry of the Warranty Period under the Contract.
- (ix) Unless a Demand under this bank guarantee is filed against the Bank within six (6) months from the date of expiry of this bank guarantee all the rights of the Owner under this bank guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities hereunder.
- (x) However, in the opinion of the Owner, if the Party's obligations against which this bank guarantee is given are not completed or fully performed by the Party within the period prescribed under the Contract, on request of the Party, the Bank hereby agrees to further extend the bank guarantee, till the Party fulfils its obligations under the Contract.
- (xi) We have the power to issue this bank guarantee in your favour under Memorandum and Article of Association and the Undersigned has full power to do so under the Power of Attorney dated [date of power of attorney to be inserted].....Granted to him by the Bank.

Date:

Bank:

Corporate Seal of the Bank:

By its constituted Attorney Signature of a person duly authorized to sign on behalf of the Bank.

SECTION-9

CHECK-LIST

CHECK LIST ON PREPARATION OF BIDS

Sr. No.	Particulars	YES/NO
1	Have you filled in and signed the Contract Details Form?	
2	Have you read and understood various conditions of the Contract and shall abide by them?	
TECHNICAL BID		
3	Have you enclosed the EMD of Rs. 5, 00,000/- in the Technical Bid?	
4	Have you taken prints of all the Sections of Tender, in the prescribed paper size and signed on all the pages of the tender documents?	
5	Have you scanned and uploaded the proof of having met the following minimum eligibility criteria?	
5.1	Legal Valid Entity: have you scanned and uploaded the attested Certificate issued by the Registrar of firms/Companies?	
5.2	Financial capacity: Have you scanned and uploaded Audited Balance Sheets?	
5.3	Registration with Government Bodies (GST and IT Registration). Have you scanned and uploaded a copy of each of the Registration certificate?	
5.4	Experience: Have you scanned and uploaded the attested experience certificate issued by the Organizations/Government Depts for the last three years?	
5.5	Have you scanned and uploaded proof of similar service performed?	
6	Have you scanned and uploaded the proof of authorization to sign on behalf of the bidder in the Technical Bid?	
7	Have your Technical Bid been prepared and uploaded as per the requirements of the Tender?	
FINANCIAL BID		
8	Have your financial bid proposal is duly filled, sealed and signed on all pages?	
9	Have you quoted prices against each of the category?	
10	Have your financial bid been prepared and uploaded as per Tender?	

SECTION-10

ANNEXURES

Annexure II
Letter of Acceptance
(To be submitted duly signed (scanned copy) by the authorized signatory on company letter head)

Sub: Acceptance in respect of Terms & Conditions of Tender document for providing facility management services at academy premises/ campus

Ref No:
dated.....

Respected Sir,

I/We have downloaded/ obtained the tender document(s) for the above mentioned Tender/Work” from the web site

I/We hereby certify that I/we have read all the terms and conditions mentioned in tender document (including all Annexure(s)/Paragraphs etc.) which shall form part of the contract agreement and I/we shall abide hereby by all the terms conditions contained therein.

1. The corrigendum(s) issued from time to time by your department/organization too has also been taken into consideration, while submitting this acceptance letter.
2. I/ We hereby unconditionally accept all the terms and conditions of above mentioned tender document and corrigendum(s) as applicable.
3. In case any provisions of this tender are found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject my bid including the forfeiture of earnest money deposit.
4. I/ We confirm that our bid shall be valid up to 120 days from the opening of technical bid.
5. I/ We hereby certify that all the statements made and information supplied in the enclosed Annexures /Paragraphs etc. furnished herewith are true and correct.
6. I/ We have furnished all information and details necessary for demonstrating our qualification and have no further prominent information to supply.
7. I/ We understand that you are not bound to accept the lowest or any bid you may receive.
8. I/ We certify / confirm that we comply with the eligibility requirements as per the requirements mentioned in the tender document.

Seal and Sign of Bidder

Name & Address