

DIRECTORATE OF FOOD, CIVIL SUPPLIES AND CONSUMER PROTECTION
Vindhyachal Bhawan, Bhopal

**TENDER FOR SELECTION OF AGENCY FOR SUPPLY OF
MANPOWER**

TENDER No: 2890/End-to-End computerization/2017

TENDER NOTICE

Directorate of Food, Civil Supplies and Consumer Protection, Madhya Pradesh (herein after referred to as Food Directorate) invites tenders under Two Bid System (Technical Bid & Commercial Bid) for selection of agency for supply of manpower at Bhopal.

1	Tender inviting officer	The Commissioner
2	Address	Directorate of Food, Civil Supplies and Consumer Protection 'D' Wing, 1 st Floor, Vindhyachal Bhawan, Bhopal - 462004, Madhya Pradesh http://food.mp.gov.in
3	e-Procurement Website	www.mpeproc.gov.in
4	Reference No.	2890/End-to-End computerization/2017
5	Place of execution	Bhopal
6	Tender Published Date	Date of publishing in the newspaper
7	Tender documents available	Tender document can be downloaded from the e-Procurement portal and the directorate's portal, from the date of publishing.
8	Pre-bid Conference Date & Time	30/05/2017, 3 PM
9	Bid submission End Date & Time	24/06/2017, 3 PM
10	Technical Bid Opening Date & Time	24/06/2017, 4 PM
11	Financial Bid Opening Date & Time	Shall be intimated after evaluation of technical bid. All communication shall be uploaded on the e-procurement portal www.mpeproc.gov.in
12	Any other important criteria specified by the tender inviting authority: 1. Tender received after due date and time will be rejected. 2. Tender without EMD will be rejected.	

PART-I

Introduction

1. Food Directorate is working on Computerization of Targeted Public Distribution System (TPDS) project. The project involves automating all the processes in TPDS like allocation, supply chain, beneficiary identification, ration distribution at Fair Price Shops etc.
2. NIC is the technical partner for this project and is currently working on this project. Some of the modules have been developed by NIC and are in use.
3. With passage of time it has been felt that the modules that have been developed require enhancements and also new modules need to be developed. For this purpose, manpower needs to be deployed to support NIC in carrying out these works.

This tender is being floated to hire an agency for supplying the requisite manpower for this project, as per the details listed out in this document.

PART-II

Instructions to Bidders

1. Bidders are advised to study all instructions, forms, terms, requirements and other information in the tender document carefully. Submission of bid shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications. The response to this tender should be full and complete in all respects. Failure to furnish the information required in the tender document or submission of a bid not substantially responsive to the tender in every respect will be at the bidder's risk and may result in rejection of its bid.
2. Period of validity of bids - The tender submitted should be valid for 120 days from the date of opening of Technical bid.
3. Tender Fee and Earnest Money Deposit (EMD)
 - a) Tender Fee of Rs. 500/- and Earnest Money Deposit of Rs 100,000./- in the form of a Banker's Cheque or Demand Draft drawn on any Commercial Bank in favour of The Commissioner, Directorate of Food, Civil Supplies and Consumer Protection payable at Bhopal. The same should reach The Commissioner, Directorate of Food, Civil Supplies and Consumer Protection, 'D' Wing, 1st Floor, Vindhychal Bhawan, Bhopal on or before the due date and time for submission of bids failing which offer will be liable for rejection.
 - b) Bids submitted without Tender Fee and EMD will stand rejected. EMD will not be accepted in the form of cash / cheque. No interest is payable on EMD.
 - c) The EMD will be returned to the bidder(s) whose offer is not accepted within one month from the date of the placing of the final order on the selected bidder.
 - d) In case of the bidder whose offer is accepted, the EMD shall be refunded interest free to the successful bidder after submission of Performance Guarantee as mentioned later in this document.
 - e) However if the return of EMD is delayed for any reason, no interest / penalty shall be payable to the bidder.
 - f) The successful bidder, on award of contract / order, must send the contract/order acceptance in writing, within 7 days of award of contract/order, failing which the EMD will be forfeited.
 - g) The EMD shall be forfeited, if the bidder withdraws the bid during the period of bid validity specified in the tender/during the course of award of work order/during work in progress stage.

- h) EMD of successful bidder on whom the contract has been placed, shall be returned on acceptance of security deposit.

4. The following are exempted from payment of Earnest Money Deposit (EMD):

- i. S.S.I. Units of Madhya Pradesh Permanently registered with DIC. The registration should be permanent and should be specifically for the items quoted in the tender and valid on the date of opening of tender.
- ii. Small Scale Units registered with NSIC:- The Small Scale Unit permanently registered with NSIC, whose registration certificate is valid for the item quoted on due date of opening of commercial and technical bid shall be entitled for exemption from EMD. (The renewal/ amendment of certificate should not be more than 3 years old from the due date of opening of tender) otherwise EMD has to be furnished by the bidder.
- iii. The photocopy of the NSIC Registration Certificate or SSI Registration Certificate with valid Competency Certificate issued by the DIC, as the case may be, for the tendered item(s) duly notarized/ attested by G.M./ Manager, DIC of the Area/ any officer of Company not below the rank of E.E. & DGM shall have to be furnished along with the technical bid.

In case of unattested/un-notarized copy, the original certificate should be produced at the time of tender opening for verification.

The SSI firms including New SSI Firm participating in instant tender but not able to furnish the required Competency Certificate as above shall have to deposit requisite EMD as detailed in point no. (3) above failing which its offers will be out rightly rejected.

5. Preparation and Submission of Bid

The bidder is responsible for registration on the e-procurement portal (www.mpeproc.gov.in) at their own cost. The bidders are advised to go through the e-procurement guidelines and instructions, as provided on the e-procurement website, and in case of any difficulty related to e-procurement process, may contact the helpline number mentioned there.

The bidder shall submit the bid online as described below:

- a) The Technical and Financial bid should be submitted only through the e-procurement Portal.
- b) Technical Proposal - Scanned copy in PDF file format, signed on each page, with file name clearly mentioning: "Technical Proposal for Tender No <>". The proposal should be as per the Technical Proposal format provided in Annexure I & II of this document.

- c) Financial Proposal – Financial proposals would be filled on e-procurement portal.
 - d) Conditional proposals shall not be accepted on any ground and shall be rejected straightway. If any clarification is required, the same should be obtained before submission of the bids.
 - e) Bidders are advised to upload the proposals well before time to avoid last minute issues.
 - f) The bid has to be submitted only online through www.mpeproc.gov.in website. No physical submission of bids would be acceptable.
6. Rates Quoted should be for Providing Manpower at Directorate of Food, Civil Supplies and Consumer Protection, Bhopal, MP for a period of 2 years. However, the PO/ Work order shall be issued to the successful bidder only for a period of 12 months. The same may be renewed for subsequent 12 months, subject to satisfactory service and acceptance by the Directorate, without any escalation in the price.
7. Bid Evaluation
- a) Technical bid along with Eligibility Criteria will be evaluated first.
 - b) Financial bids of only those Bidders who have been qualified in the Technical bid along with Eligibility Criteria will be opened in the presence of their representatives, who may choose to attend the session on the specified date, time and address.
8. Interpretation of the clauses in the Tender Document / Contract Document - In case of any ambiguity / dispute in the interpretation of any of the clauses in this Tender Document, interpretation of clauses by The Commissioner, Directorate of Food, Civil supplies and Consumer Protection, Vindhyachal Bhawan, Bhopal shall be final and binding on all parties.

PART-III

Eligibility Criteria

- a) Only registered and authorized service providers shall participate in this tender.
- b) The bidder shall submit the following documents:
- Registration / Incorporation of the firm / company
 - PAN from Income Tax department
 - Tender Fee and Earnest Money Deposit
 - The bidder should have local office in Bhopal, necessary proof to be submitted.
 - Duly filled / signed Annexure-I, II, IV, V and VI

c) **Quality of Manpower:**

Food Directorate has prescribed the bench mark such as educational qualification, professional qualification, experience etc., in respect of the manpower to be hired. Therefore, the qualified bidder shall provide the required manpower strictly meeting the bench marks of Food Directorate.

d) **Arbitration :**

If, a dispute arises out of or in connection with this contract, or in respect of any defined legal relationship associated therewith or derived there from, the parties agree to submit that dispute to arbitration under the ICADR arbitration rule, 1996. The venue of the arbitration shall be at Bhopal only. The language of the arbitration proceedings shall be in English.

- e) No tender will be considered without Tender Fee, E.M.D. and other essential documents indicated in this document.

Part-IV

Scope of Work

- 1) Directorate of Food, Civil Supplies and Consumer Protection, Bhopal invites Sealed tenders from well established reputed firms / registered Service Providers for providing qualified, experienced and competent technical manpower for the development, testing and roll out of software as per the details mentioned in subsequent points.
- 2) Food Directorate has already developed through NIC some of the modules. A need has arisen to streamline those modules and develop some more modules. Selected agency has to take into account the work already done, enhance these existing modules and add the new modules as per the requirements of the department.

Selected agency has to work to support the NIC so that whole project can be completed in time as per the desired quality.

- 3) There will be two phases of the entire work:
 - a) Development phase of 12 months
 - b) Maintenance phase of 12 months

Development phase will be taken as complete after a successful UAT (User Acceptance Testing) is completed.

- 4) List of tasks and corresponding months for the development phase are as mentioned below:

Phase	Task Name	Month
I	Process Finalization	1st
I	Project Basic Package creation	1st
I	Project Web Design creation	1st
I	Master Module	1st
I	Setup Master Module	2nd
I	User Registration/Creation Module/Permission	2nd
I	FPS Registration Module/FPS Profile	2nd
I	Device Management Module	3rd
I	FPS Verification Module	3rd
I	FPS Device Registration/Activation Module	4th
I	Aadhaar Seeding Mobile Application Phase 1	5th
I	Aadhaar Seeding Through Web Application	5th
I	Offline Aadhaar Seeding Process	5th
I	Food Receiving/Issue module for FPS & Stock Management	6th
I	Public Portal to check the details of FPS on location Wise, Facility to search current available stock at FPS near to the beneficiary's location.	6th

I	Aadhaar Seeding through Biometric by FPS	6th
I	Payment By FPS to MPSCSC	7th
II	Public Mobile Application Phase 2	7th
II	Master & Setup related to Godown	8th
II	Godown Registration Module/ Godown Profile & Dashboard	8th
II	Warehouse Verification Module	8th
II	Tagging of FPS with Godown	8th
II	Stock management (Entry & Issue)	9th
II	Transporter Registration & Verification	9th
II	Transporter vehicle Management	9th
II	Allotment letter generation for FPS, FCI	9th
II	Gate pass/Receipt generation	9th
II	Entry facility for Loss of Grain	9th
II	Dash Board & Report Generation	10th
III	Master & Setup related to Society	10th
III	Society Registration & Activation	10th
III	Rate card master for different food grain (Maintain for a duration basis)	10th
III	Farmer Registration Module with Aadhaar Seeding Facility	10th
III	Link creation with Land Record Project	10th
III	Offline Farmer Registration Module	11th
III	Verification of Registered Farmer	11th
III	Initial Stock Entry form for Society	11th
III	Quality Testing module of Food Grain	11th
III	Food Grain Reception module (Receiving from Farmer)	11th
III	Farmer Profile Creation with their Dashboard & other relevant information	11th
III	Transporter vehicle Tagging with Society	12th
III	Food Grain Stock transfer module (from Society to Warehouse)	12th
III	Gate pass/Receipt generation	12th
III	Bad Debt Entry facility	12th
III	Farmer Bill Generation & Verification Module	12th
III	Centralized Amount transfer facility to Farmers	12th
III	Dash Board & Report Generation	12th
III	Integration with MPSCSC	12th

- 5) Manpower supplied by the bidder has to be competent enough to deliver the deliverables or complete the tasks as per the schedule mentioned above.

6) Desirable Manpower along with their qualifications and experience is as mentioned below:

Phase: Development, Duration is 1 year, Total manpower - 11

Designation/R ole	No of Manpower	Qualification	Experience (min)	Required Skillset
Java Developer	7	Minimum BE/BTech in Computer Science/Infor mation Technology or MCA or equivalent	3 years experience in Java based development	<ul style="list-style-type: none"> • Hands on experience in core java. • Experience in SQL, PL/ SQL. Spring, MVC Framework. • Writing DB queries. • Writing Javascript • Experience in SQL, PL/ SQL.spring, MVC Framework • Monitoring and scheduling jobs • Developing Front end Pages and writing business logic • Writing DB queries • Writing Javascript • Java/J2EE development experience • Experience in UI designing/Java Script/CSS/JQuery/HTML • Good technical, analytical, interpersonal, communication, writing skills
Android Developer	1	Minimum BE/BTech in Computer Science/Infor mation Technology or MCA or equivalent	3 years as Android developer	<ul style="list-style-type: none"> • Having experience on OpenGL with Android Game Development. Knowledge of Core Java, Location, Widget, Sensor, Video playback, Capture, VOIP, Telephony and JSON, XML a requirement. • Familiarity with RESTful APIs to connect Android applications to back-end services • Knowledge of Sql Lite and a working experience in SQL databases. • Excellent knowledge of Java, Android SDK, Should have exposure on build and releasing of Android Applications. • Strong skill set as a Java Android client side developer& server side Java/C developer, • Android inter application

				communication, Multithreaded Android applications, Android native GUI development.
Project Manager	1	Minimum BE/BTech in Computer Science/Information Technology or MCA or equivalent	5 years in managing database (Oracle) and Java based projects	<ul style="list-style-type: none"> • Having Experience in managing project status, the resources, tasks assigned, and delivery of the tasks as per the deadline. • Ensures open communication across project teams. • Monitor the tasks and communication with the client and fill the gap between the client and the team. • Coordination with other departments to keep the pace of the project • Build and maintain Project Schedule, Project Risk Management and Project Issues management - Planning and Execution. • Management follow up of teams performance
Web Designer	1	Minimum BE/BTech in Computer Science/Information Technology or MCA or equivalent	3 years as web designer	<ul style="list-style-type: none"> • Proficiency in HTML, CSS, AJAX and JavaScript, Bootstrap, Material Design • Experience in designing dynamic and static web pages • Proven work experience as a web designer • Demonstrable design skills with a strong portfolio • Ability to solve problems creatively and effectively • Up-to-date with the latest Web trends, techniques and technologies.
Database Administrator cum Developer	1	Minimum BE/BTech in Computer Science/Information Technology or MCA or equivalent	3 years as DBA and database developer (MS SQL/Oracle)	<ul style="list-style-type: none"> • Able to handle and configure the Database of server. • Experience of Database Security Management • Able to analyze the Load on Database Server and configure the Master Slave configuration for it • Good Knowledge of Replica Database Configuration • Having Good experience in PL-

				<p>SQL with all features of that</p> <ul style="list-style-type: none"> • Knowledge of Cursor, Trigger & Procedure & Function in PLSQL • Worked with Major Database like Oracle or SQL Server • Experience in performance tuning of database. • Good communication skills
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Phase: Maintenance, Duration is 1 year, Total manpower – 3

Designation/ Role	No of Manpower	Qualification	Experience (min)	Required Skillset
Java Developer	2	Minimum BE/BTech in Computer Science/Information Technology or MCA or equivalent	3 years experience in Java based development	<ul style="list-style-type: none"> • Hands on experience in core java. • Experience in SQL, PL/ SQL. Spring, MVC Framework. • Writing DB queries. • Writing Javascript • Experience in SQL, PL/ SQL.spring, MVC Framework • Monitoring and scheduling jobs • Developing Front end Pages and writing business logic • Writing DB queries • Writing Javascript • Java/J2EE development experience • Experience in UI designing/Java Script/CSS/JQuery/HTML • Good technical, analytical, interpersonal, communication, writing skills
Database Administrator cum Developer	1	Minimum BE/BTech in Computer Science/Information Technology or MCA or equivalent	3 years as DBA and database developer (MS SQL/Oracle)	<ul style="list-style-type: none"> • Able to handle and configure the Database of server. • Experience of Database Security Management • Able to analyze the Load on Database Server and configure the Master Slave configuration for it • Good Knowledge of Replica Database Configuration • Having Good experience in PL-

				<p>SQL with all features of that</p> <ul style="list-style-type: none">• Knowledge of Cursor, Trigger & Procedure & Function in PLSQL• Worked with Major Database like Oracle or SQL Server• Experience in performance tuning of database.• Good communication skills
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Part-V

Terms and Conditions

1. The personnel engaged for the services shall be the employees of the successful bidder only and shall take their remuneration/wages from them. The hired personnel will have no claim of whatsoever nature including monetary claims or any other claim or benefits from Food Directorate.
2. Food Directorate shall be the owner of the source code developed as part of this work order and the IPR shall lie with the Food Directorate.
3. Food Directorate will arrange all the necessary resources including hardware, software, connectivity, working environment, data, payment gateway, third party web services etc as per the needs of the work.
4. The successful bidder will be responsible for compliance of all the applicable laws and obligations arising out from the action of providing services of all personnel.
5. Any liability arising under Municipal, State or Central Govt. laws and regulations will be the sole responsibility of the successful bidder and Food Directorate shall not be responsible for any such liability or lapses.
6. The successful bidder shall undertake to indemnify the Food Directorate for any liability under any law arising out of the engagement of the said personnel.
7. The successful bidder shall comply with all the rules and regulations regarding safety and security of its employees and Food Directorate will in no way be responsible in any manner in case of any mishap to their personnel.
8. The personnel provided shall be under the direct control and supervision of the Successful bidder. However, they shall comply with the oral and written instructions given on day to day basis, by the officer(s) authorized by Food Directorate from time to time. They will be bound by office timings, duty, placement, locations, etc., as decided by the Food Directorate.
9. The successful bidder shall not sub-contract the services of personnel sponsored by them without prior permission of the Food Directorate.
10. In case, the hired personnel are required to visit outside the jurisdiction of their assigned work place on official purpose the service provider shall arrange / bear the expenses incurred towards travel, boarding, lodging etc of their employee/s, which will be reimbursed subsequently by Food Directorate at mutually pre-agreed rates on case to case basis.
11. Each of the hired personnel is entitled for one day leave in a month without any salary deduction. Food Directorate shall deduct proportionate amount for each day

of absence of the personnel other than the entitled leave while making payment to the successful bidder each month.

12. The successful bidder shall be responsible for the discipline and conduct of the hired personnel sponsored and in case the personnel lack in discipline and their quality of work deteriorates during the course of their service, the successful bidder shall provide replacement services of suitable personnel.
13. During the subsistence of the contract, Food Directorate shall not undertake any monetary liability other than the amount payable to the successful bidder for the services of personnel provided by them. Other liabilities, if any, shall be solely rest on the successful bidder. Even if Food Directorate has to bear such liabilities on unforeseen circumstances/occasions, Food Directorate will recover such amount from the successful bidder by adjusting the amount payable to them.
14. In case the hired personnel do not attend the work at any time for whatever reason, the successful bidder shall make alternate arrangements to Food Directorate, so that the daily work of Food Directorate does not suffer.
15. The successful bidder will not seek escalation in the rates quoted during the contract period.
16. If the successful bidder fails to provide satisfactory performance, Food Directorate shall be at liberty to terminate the contract and withhold the Security Deposit or the balance payment of the Successful bidder, etc.
17. Food Directorate reserves the right to abandon or terminate the contract at any time without assigning any reason and it can stipulate any additional term and condition at any time during the currency of the contract.
18. All disputes will be settled in the jurisdiction of the Bhopal Court.
19. The period of the contract will be two years from the date of award of the contract; however the PO/ Work order shall be issued for a period of 12 months. The same may be renewed for subsequent 12 months, subject to satisfactory service and acceptance by Food Directorate without any price escalation.
20. The successful bidder shall supply a copy of confirmation from their employees regarding acceptance of employment at agreed wages in advance. The ID cards for the employee shall be arranged by the successful bidder in consultation with Food Directorate.
21. Food Directorate reserves the right to accept or reject any Tender/ all the tender(s) in full or in part, without assigning any reason whatsoever.
22. The contact person of the successful bidder should be available on his own direct telephone (office as well as residence) and also on mobile phone.

23. There should be no cutting/overwriting in the Quotations.
24. A copy of these terms and conditions duly signed by the bidder in token of having understood and agreed to the same should be attached along with the Quotation.
25. The Quotations will be opened in the presence of the representatives of the bidders who may wish to be present.
26. The successful bidder will be required to execute the contract agreement on a non-judicial paper of Rs.100/- on acceptance of their Quotation.
27. The successful bidder shall ensure deployment of suitable people from proper background after investigation/verification, collecting proofs of identity, previous work experience, proof of residence and recent photograph and withdraw such employees who are not found suitable by the office for any reason immediately on receipt of such a request.
28. The normal working days per week are 6 days (except 2nd and 3rd Saturday) and working hours for all the category of personnel shall be as stipulated by Food Directorate on all working days. However, depending upon the urgency of works, the personnel may be required to work late (beyond office hours) or on holidays depending on demands or work.
29. The successful bidder has to indemnify Food Directorate of all labour laws. Any issue arising out of this will have to be handled by the successful bidder.
30. Food Directorate at its sole discretion depending upon the workload may at any point of time extend or curtail the contract or make changes in the requirement of manpower giving 15 days' notice.
31. Food Directorate shall review the performance of the successful bidder annually, shortcomings noticed in the performance shall be submitted for management for suitable action/penalty.
32. Failure by the service provider to comply with any statutory requirements and terms of agreement during the period of contract shall result in termination of the contract and subsequent disqualification for participation in any future tender in Food Directorate. The security deposit will also be forfeited.
33. Successful bidder should have a local Office in Bhopal for day to day coordination.
34. Place of posting of the hired resources will be Food Directorate, Bhopal only.
35. The successful bidder has to enter into Non-Disclosure Agreement (NDA) as per the format specified in Annexure - IV. The NDA shall be submitted along with the acceptance of the Service Order.

36. The bidding process is stipulated in the tender document clearly. In case of any clarifications about bidding process/eligibility criteria the bidders may seek clarification by contacting Food Directorate, Bhopal or sending an email to dirfood@nic.in.
37. Performance Guarantee:
- a) The successful Bidder has to furnish a security deposit so as to guarantee his/her (Bidder) performance of the contract.
 - b) The Successful bidder has to submit Performance Bank Guarantee or Performance Security Deposit @ 10% of total order value within 15 days from the date of issue of Purchase order for the project duration of any Nationalized Bank including the Public Sector Bank or Private Sector Bank authorized by RBI or Commercial Bank (operating in India having branch at Bhopal) as per Annexure - VII.
 - c) The Performance Security shall be payable to the Food Directorate as compensation for any loss resulting from the Vendor's failure to complete its obligations under the Contract.
 - d) The Performance Security will be discharged by Food Directorate and returned to the Bidder on completion of the bidder's performance obligations under the contract.
 - e) No interest shall be payable on the PBG amount. Food Directorate may invoke the above bank guarantee for any kind of recoveries, in case; the recoveries from the bidder exceed the amount payable to the bidder.
38. Payments:
- a) After completion of a month, successful bidder will have to raise invoice in accordance with the list of deliverables/tasks for that month & their completion status.
 - b) Food Directorate will check the status of work and accordingly make the payments.
 - c) Payment for the last month (in the development phase) will be made only after completion of all the works and UAT is successfully completed.
 - d) Food Directorate will ensure that the payment against the raised invoice is made within 7 calendar days of receipt of the invoice.
39. Service tax and other taxes shall be applicable as per prevailing norms at the time of billing.
40. Food Directorate may extend the contract with the selected bidder for a period of another 3 years on mutually agreed terms and conditions.

Annexure-I

Technical Bid – Bidder’s Data

Sl. No.	Details	Bidders response - enclose the proofs wherever applicable
1	Name of the company	
2	Address and contact details	
3	Type of company and Incorporation certificate (Individual/Partnership/Private Ltd/Ltd., etc)	
4	Nature of Business (Certificate form the applicable Statutory Body/Department)	
5	PAN	
6	Tender Fee and EMD	
7	Proof for having local office in Bhopal	
8	Duly filled / signed Annexure - I, II, IV,V & VI	

(Signature of authorized signatory with seal & date)

Annexure - II

Technical Bid - CV format of each of the proposed manpower

- 1) Name:
- 2) DOB:
- 3) Address:
- 4) Contact Details:
- 5) Qualifications (in reverse order, latest first):

Sl. No.	Qualification	University/Board	Division	Year of passing

- 6) Additional Courses/Certificates (if any):
- 7) Any academic achievements (like scholarship etc):
- 8) Experience Summary (in reverse order, latest first):

Sl. No.	Name of Company	Duration (From - To)	Role/Designation

- 9) Experience Details:

For every project following needs to be filled.

- a) Name of Company
- b) Name of Project
- c) Role
- d) Technologies used
- e) Work performed
- f) Period (From - To)

Annexure - III

Financial Bid

Sub: Hiring of Manpower for Directorate of Food, Civil Supplies and Consumer Protection, Bhopal

Name of the company:

Sl. No.	Description	Cost per Month (in Rs) (A)	No. of Months (B)	Amount (in Rs) (A) x (B)
1	Manpower cost during Development phase		12	
2	Manpower cost during Maintenance phase		12	
Total			24	

Note - The above figures should be without any taxes. Taxes including service tax etc. shall be extra and applicable as per prevailing norms at the time of billing.

Signature of authorized signatory with seal & date

Annexure - IV

Ref. No.

Dated:

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is valid till two years from the date of work order, and is made by and between DIRECTORATE OF FOOD, CIVIL SUPPLIES AND CONSUMER PROTECTION, BHOPAL herein referred to as '**DISCLOSING PARTY**' whose address is 'D' Wing, 1st Floor, Vindhyachal Bhawan, Arera hills, Bhopal - 462004, MP and **M/s.**
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Both the parties shall mean and include their successors at Office from time to time, legal representatives, administrators, executors and assigns, etc.

This agreement shall govern the conditions of disclosure by disclosing party to Recipient of certain confidential and proprietary information that is oral, written, or in computer file format. Examples of Confidential Information include the details of beneficiaries, identities of companies, consultants and other service providers used by disclosing party, both foreign and domestic, in connection with disclosing party's business, supplier lists, supplier information, computer databases containing customer, product and vendor information, designs, drawings, specifications, techniques, models, documentation, diagrams, flow charts, research and development process and procedures, „know-how“, new product or new technology information, financial, marketing and sales information and projections, product pricing, profitability, marketing techniques and materials, marketing timetables, strategies and development plans, trade names and trademarks not yet disclosed to the public, business methods and trade secrets, and personnel information.

1. Purpose of Disclosure. Disclosing party is disclosing the Confidential Information to Recipient in order for Recipient to evaluate the possibility of using disclosing party's services like Call Centers/Contact Centers Projects, Business Process Outsourcing covering all different kind of Verticals, Information Technology Services, Back and Transaction Processing Services, Business Analysis, Business Process Re-engineering, Data Analysis, Quality Analysis and the Statutory & Datacom services etc.
2. Confidentiality Obligations of Recipient. Recipient hereby agrees:
 - (a) Recipient will hold the Confidential Information in complete confidence and not to disclose the Confidential Information to any other person or entity, or otherwise transfer, publish, reveal, or permit access to the Confidential Information without the express prior written consent of Disclosing Party.
 - (b) Recipient will not copy, photograph, modify, disassemble, reverse engineer,

decompile, or in any other manner reproduce the Confidential Information without the express prior written consent of disclosing party.

If any Confidential Information is delivered to Recipient in physical form, such as data files or hard copies, recipient will return the Confidential Information, together with any copies thereof, promptly after the purpose for which they were furnished has been accomplished, or upon the request of disclosing party. In addition upon request off disclosing party in writing/email Recipient will destroy materials prepared by Recipient that contain Confidential Information.

- (c) Recipient shall use Confidential Information only for the purpose of evaluating Recipient's interest in using disclosing party's services, and for no other purpose. Without limiting the generality of the previous sentence, Recipient specifically agrees not to sell, rent, or otherwise disclose any of disclosing party's Confidential Information either in full or part to any competitor of disclosing party, nor will Recipient use the Confidential Information to directly or indirectly contact or contract with any of disclosing party's employees, vendors, contractors and agents who carry out or otherwise fulfill the services on behalf of disclosing party (its "Affiliates"). Recipient shall promptly notify disclosing party of any disclosure or use of Confidential Information in violation of this Agreement for which disclosing party shall indemnify the Recipient for that part.

3. Exclusions. None of the following shall be considered to be "Confidential Information":

- (a) Information which was in the lawful and unrestricted possession of Recipient prior to its disclosure by disclosing party;
- (b) Information which is readily ascertainable from sources of information freely/easily available in the general public;
- (c) Information which is obtained by Recipient from a third party who did not derive such information from disclosing party.

4. Remedies. Recipient acknowledges that disclosing party's Confidential Information has been developed or obtained by the investment of significant time, effort and expense and provides disclosing party with a significant competitive advantage in its business, and that if Recipient breaches its obligations hereunder, disclosing party will suffer immediate, irreparable harm for which monetary damages will provide inadequate compensation. Accordingly, the disclosing party will be entitled, in addition to any other remedies available at law in equity, to injunctive relief to specifically enforce the terms of this Agreement. Recipient agrees to indemnify disclosing party against any losses sustained by disclosing party, including reasonable attorney's fees, by reason of the breach of any provision of this Agreement by Recipient. Recipient further acknowledges that disclosing party's business would be severely hurt if Recipient were to directly contract with its Affiliates without the participation of disclosing party. Therefore, if Recipient directly or indirectly contracts with any of disclosing party's Affiliates whose identity and/or particulars are disclosed to Recipient pursuant to this Agreement (Except Affiliates with whom Recipient had a demonstrable prior existing business relationship). In the event of circumvention, by the Recipient whether directly or indirectly, the disclosing party

shall be entitled to a legal monetary penalty award, equal to the maximum consulting service/consulting fee, commission/profit originally expected or contemplated to be realized from such transaction(s). This payment levied against and paid immediately by the party engaged in circumvention and also in addition includes all legal expenses in the recovery of these funds if collected through legal action by either party. This penalty shall not apply when the alleged Circumventure does not result in a transaction being concluded. The parties acknowledge it would be extremely difficult or impossible to accurately fix the actual damages that disclosing party would suffer in the event of a breach of the aforementioned obligations, and that the liquidated damages provided for herein are a reasonable estimate of disclosing party's actual damages, which shall be fixed by the arbitrator who shall also be in the same business.

5. No Rights Granted to Recipient. Recipient further acknowledges and agrees that the furnishing of Confidential Information to Recipient by disclosing party shall not constitute any grant or license to Recipient under any legal rights now or hereinafter held by disclosing party.
6. Miscellaneous Provisions:
 - (a) This Agreement sets forth the entire understanding and Agreement between the parties with respect to the subject matter hereof and supersedes all other oral or written representations and understanding. This Agreement may only be amended or modified by a writing signed by both parties.
 - (b) If any provision of the Agreement is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions will not be affected or impaired.
 - (c) This Agreement is binding upon the successors, assigns and legal representatives the parties hereto, and is intended to protect Confidential Information of any successors or assign of disclosing party.
 - (d) Each Provision of this Agreement is intended to be valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement is determined by any court of competent jurisdiction or arbitrator to be invalid, illegal, or enforceable to any extent, that provision shall, if possible, be construed as though more narrowly drawn, if a narrower construction would avoid such invalidity, illegality, or unenforceability, be served, and the remaining provisions of this Agreement shall remain in effect/force.
 - (e) The terms and conditions governing the provision of the agreement shall be governed by and construed in accordance with laws of the union of India and shall be subject to the exclusive Jurisdiction of the courts of Bhopal.
 - i. Any or all disputes arising out or in connection with this agreement shall so far as may be possible to settled amicably between the parties within a period of thirty days from such dispute(s) arising.

- ii. However failing such amicable settlement all disputes and differences out of the construction of or concerning anything contained in or arising out of or in connection with this agreement as to the rights, duties or liabilities arising it, to the parties shall be referred to a panel of three arbitrators, for conducting Arbitration in accordance with the provisions of Arbitrations and Conciliation Act 1996 and its all amendment.
- iii. It is agreed that each party shall appoint one arbitrator and the third arbitrator from the same business.
- iv. The appointment of arbitrators shall be done within a period of three months from the date of receipt of notice from the aggrieved party requesting to refer the matter to arbitration in case amicable settlement fails.
 - v. The parties shall mutually ensure and co-operate with each other in the arbitral proceedings, so that the same can be concluded and awarded within a period of six months from the date of commencement of the arbitral proceedings.
 - vi. The arbitral proceedings shall be conducted in English, both parties shall be bound by the award passed and delivered by the arbitral tribunal and shall not attempt to challenge the authenticity of the award, before any authority or courts or any other statutory body.
 - vii. The venue of arbitration shall be Bhopal.
- (f) If any litigation is brought by either party regarding the interpretation or enforcement of this Agreement, the prevailing party will recover from the other all costs, attorney's fees and other expenses incurred by the prevailing party from the other party.

Signed on behalf of

Signed on behalf of

**Directorate of Food, Civil Supplies and
Consumer Protection**

M/s.

Signature:
Name:
Designation with seal:
Date:

Signature:
Name:
Designation with seal:
Date:

Annexure - V

(Letter on the bidder's Letterhead)

Self-declaration for not being blacklisted by any Government Entity

To
The Commissioner
Directorate of Food, Civil Supplies & Consumer Protection
'D' Wing, 1st Floor, Vindhyachal Bhawan,
Bhopal - 462004, MP

Sub: Declaration for not being blacklisted by any Government Entity
Ref: RFP for Hiring of Manpower (Tender No: _____ Dated: __/__/____)

Dear Sir,

In response to the above mentioned RFP I/We, _____, as _____
<Designation> _____ of M/s _____, hereby declare that our Company / Firm
_____ is having unblemished past record and is not declared blacklisted or
ineligible to participate for bidding by any State/Central Govt., Semi-government or
PSU due to unsatisfactory performance, breach of general or specific instructions,
corrupt / fraudulent or any other unethical business practices.

Yours Faithfully

[Authorized Signatory]
[Designation]
[Place]
[Date and Time]
[Seal & Sign]
[Business Address]

Annexure - VI

Tender Acceptance Letter
(To be submitted duly signed format (Scanned Copy) by the authorized
Signatory on Company Letter Head)

Date:

To,
The Commissioner,
Directorate of Food, Civil Supplies and Consumer Protection
'D' Wing, 1st Floor, Vindhyaachal Bhawan,
Bhopal - 462004, MP

**Sub: Acceptance in respect of Terms & Conditions of Tender document for Providing
Manpower**

Ref No: dated.....
Sir,

1. I/We have downloaded/ obtained the tender document(s) for the above mentioned Tender/Work" from the web site
2. 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.
3. The corrigendum(s) issued from time to time by your department/organization too has also been taken into consideration, while submitting this acceptance letter.
4. I/ We hereby unconditionally accept all the terms and conditions of above mentioned tender document and corrigendum(s) as applicable.
5. 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.
6. I/ We confirm that our bid shall be valid up to **120** days from the opening of technical bid.
7. I/ We hereby certify that all the statements made and information supplied in the enclosed Annexures /Paragraphs etc. furnished herewith are true and correct.
8. I/ We have furnished all information and details necessary for demonstrating our qualification and have no further prominent information to supply.
9. I/ We understand that you are not bound to accept the lowest or any bid you may receive.
10. 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:

Annexure - VII

Performance Security (Bank Guarantee)

(To be stamped in accordance with Stamp Act)

Bank Guarantee No.

Date.....

To
The Commissioner
Directorate of Food, Civil Supplies and Consumer Protection
Vindhyachal Bhawan
Bhopal

Dear Sirs,

In consideration of Directorate of Food, Civil Supplies and Consumer Protection, Bhopal (hereinafter referred to as Food Directorate which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s with its Registered/Head Office at(hereinafter referred to as the 'Supplier ' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Letter of Award No..... dated valued at for (Scope of Contract) and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to __ percent (__ %) of the said value of the Contract to the Purchaser.

We (Name and Address) having its Head Office at hereinafter referred to as the 'Bank' which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns), do hereby guarantee and undertake to pay Food Directorate, on demand any and all monies payable by the Supplier to the extent of as aforesaid at any time up to.....(day/month/year) without any demur, reservation, contest recourse or protest and or without any reference to the Supplier. Any such demand made by Food Directorate on the Bank shall be conclusive and binding notwithstanding any difference between Food Directorate and the Supplier or any dispute pending before any Court, Tribunal or any other Authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of Food Directorate and further agrees that the guarantee herein contained shall continue to be enforceable till thirty (30) days after the validity of this guarantee.

Food Directorate shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the Contract by the Supplier. Food Directorate, shall have the fullest liberty, without affecting this guarantee to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Supplier and to exercise the same at any time and any manner, and either to enforce or to forbear to enforce any covenants, contained or implied in the Contract between Food

Directorate and the Supplier or any other course of remedy or security available to Food Directorate. The Bank shall not be released of its obligations under these presents by any exercise by Food Directorate of its liberty with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of Food Directorate or any other indulgence shown by Food Directorate or by any other matter or thing whatsoever which under the law would but for this provisions have the effect of relieving the Bank.

The Bank also agrees that Food Directorate at its option shall be entitled to enforce this guarantee against the Bank as a Principal debtor, in the first instance without proceeding against the Supplier and notwithstanding any security or other guarantee that Food Directorate may have in relation to the Supplier's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to and shall remain in force up to and including and shall be extended from time to time for such period, as may be desired by M/son whose behalf this guarantee has been given.

All rights of Food Directorate under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities there under unless a demand or claim is lodged by Food Directorate under this guarantee against the Bank within thirty (30) days from the above mentioned date or from the extended date.

Dated thisday of20 at

Witness:

..... (Signature) (Signature)
..... (Name) (Name)
..... (Official Address) (Official Address)

Authorized vide
Power of Attorney No:
Date.....

Note:	1.	(#) Complete mailing address of the Head Office of the Bank to be given
	2.	2. The Stamp Paper of appropriate value shall be purchased in the name of guarantee issuing Bank or the party on whose behalf the Bank Guarantee is being issued. The Bank Guarantee (BG) shall be issued on a stamp paper of value as applicable in the state of India from where BG has been issued or the state of India from where the BG shall be operated, whichever is higher.