

**Directorate of M.P. Food,
Civil Supply and Consumer
Protection,
Vindhyachal Bhawan, Bhopal**

TENDER No:3063 End-to-End computerization/2017

Due for Opening on 15-06-2017

**“Appointment of an agency for providing SMS
Services at DoFCS&CP, Bhopal”**

**COMMISSIONER,
FOOD,CIVIL SUPPLY AND CONSUMER PROTECTION,
WING ‘D’, 1ST FLOOR, VINDHYACHAL BHAWAN,
BHOPAL – 462023**

<http://www.food.mp.in>

TENDER No: 3063/End-to-End computerization/2017
ITEM: Appointment of an agency for providing SMS Services at Directorate Food, Civil Supply & Consumer Protection

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**Directorate of Food, Civil Supply and Consumer Protection,
WING 'D', 1st floor, Vindhyachal Bhawan,
Bhopal – 462023
Phone No. (0755)255 1479**

3063/End-to-End computerization/2017		Bhopal, Dated: 24/05/2017			
<u>TENDER NOTICE</u>					
Directorate of Food, Civil Supplies and Consumer Protection, Madhya Pradesh (herein after referred to as Food Directorate) invites bids for service providers only through e-tendering.					
Tender Specification Number	Particulars	Approx. Value (Rs.)	Tender fee (Rs.)	Date of Pre-Bid Conference	Date of opening of tender
3063/End-to-End computerization/2017	Appointment of an agency for providing SMS Services at Food Directorate	72,00,000	2000.00	03.06.17 03.30 PM	15.06.17 03.30 PM
Other details are available on department website www.food.mp.in & “ www.mpeproc.gov.in ”					

- 1) Through the above TENDER NOTICE ‘Online Tenders’ through e-Procurement are invited for Appointment of an agency for providing SMS Services at Food Directorate as per Tender Specifications. Validity of the Work order shall be one year from the date of award extendable for a period of further 12 months on the same rate, terms & conditions with mutual consent.
- 2) The tenders will be opened at the Directorate Food, Vindhyachal Bhawan, Bhopal-462023, on the date & time as mentioned in tender time schedule. The bidder or his duly authorized representative may remain present at the time of opening of tender.
- 3) The complete tender documents will be available on department website <http://www.food.mp.in> by 28.05.17 for the purpose of going into the details of tender.
- 4) Tender documents can be purchased only online and downloaded from www.mpeproc.gov.in by making online payment for the prescribed tender fee. Manual purchase of tender is not allowed.
- 5) Since the online bidders are required to sign their bids online using **Class III-Digital Certificates** only, hence they are advised to obtain the same at the earliest. For further information, Contractors are requested to contact Food Directorate End to End Computerization at Directorate Food, Civil Supply and Consumer Protection, WING ‘D’, 1st floor, Vindhyachal Bhawan, Bhopal – 462023
- 6) **Bidders intending to participate in the Tender are required to get themselves trained on the e-Procurement System. They are required to contact the Service Provider - M/s Tata Consultancy Services Limited to confirm their session in advance.**
- 7) The EMD of Rs.1,44,000/-(either in form of Demand Draft or Bank guarantee)in favour of The Commissioner, Directorate of Food, Civil Supplies and Consumer Protection payable at Bhopal, along with HARD COPY of tender & supporting documents duly filled

up shall be *dropped* in the tender box at directorate on or before opening date of tender by 3.00 pm.

- 8) **Bids not accompanied with an acceptable bid security as specified in bidding documents, in a separate cover or bids accompanied with bid security of inadequate value shall be rejected by the procurer and in such cases bids shall be returned to the bidders unopened.**
- 9) The corrigendum or addendum to the bidding document, if any, as well as any change in due date(s) of opening of tender/ price bids will be published on the department's website <http://food.mp.in> and <http://www.mpeproc.gov.in>. Hence participant bidders are ***advised to regularly visit the website*** till the last date of bid submission. The Food Directorate shall not be responsible in any way for any ignorance of the bidders about the corrigendum or addendum or change in the due date(s).
- 10) The Food Directorate reserves the right to reject any or all the tenders or accept any tender in full or part as considered advantageous to the Food Directorate, whether it is lowest or not, without assigning any reason whatsoever it may be.

Note:- In case any due date is declared as holiday/local holiday then the date will automatically get shifted to next working day.

Commissioner
Food, Civil Supply and
Consumer Protection,
Bhopal

**Directorate of Food, Civil Supply and Consumer Protection,
WING 'D', 1st floor, Vindhyachal Bhawan,
Bhopal – 462023
Phone No. (0755) 255 1479**

To be issued only after On-line payment of Tender Fee

Tender issued to M/s

TENDER FORM

The undersigned hereby tender and offer (subject to the Directorate's conditions of tendering) the Directorate of Food, Civil Supply and Consumer Protection, Bhopal for "Appointment of an agency for providing SMS Services at Food Directorate referred to in the Details of Technical Particulars attached to tender document no. **3063/End-to-End computerization/2017** and its enclosure and in Schedules to the side Details of Technical Particular copies of which are annexed here to and which under the terms thereof are to be supplied, executed and done by the Supplier/System Integrator and to perform and observe the provisions and agreements or the part of the contract contained in or reasonable to be referred from the said tender documents for the sums and at the rates sets out in annexed here to.

The questionnaire enclosed with this tender document has been fully answered and is enclosed herewith (if the questionnaire is not answered in full, the answer to various question may be taken so as to be advantageous to the Food Directorate unless contrary is mentioned in the body of the tender).

Signed this Day of(month)..... 2017

TENDERER'S SIGNATURE
(With Seal)
TENDERER'S ADDRESS

IMPORTANT INSTRUCTIONS TO THE BIDDERS FOR SUBMITTING TENDER

1. **Directorate of Food, Civil Supplies and Consumer Protection, Madhya Pradesh** herein after referred to as **Food Directorate**, for ensuring transparency in TPDS operations intends to hire service from reputed Service providers for regular, timely any faithful delivery of SMS generated through various application package running at Food Directorate. *SMS would be sent to TPDS beneficiaries, vigilance committee members, farmers and FPS dealers intimating their monthly entitlements, transactions, supply of TPDS commodities under door step delivery, procurement of food grains etc.* apart from above mentioned events there may be more reasons to send the SMS (to beneficiaries and other stakeholders) based on actual/ real time requirements as and when occurred.

Online tenders are therefore invited by the Commissioner, Food, Civil Supplies and Consumer Protection, Madhya Pradesh, Bhopal from the eligible bidder only for providing SMS services on the terms and conditions as detailed hereunder. While submitting the bid the bidders are requested to go through the General Instruction to Bidder annexed hereto.

It may be noted that no conditions or stipulations to the contrary or which are inconsistent will be accepted. Bidders are requested to ensure that all such schedules along with questionnaire (duly filled-in), are submitted along with their offer. The bidders should also note that in absence of any of the schedules, their offer is likely to be rejected.

2. Eligibility Criteria:

The invitation on bid is open to only reputed Company's who have proven experience in the field of bulk SMS services and who fulfill the eligibility criteria as laid down hereunder:-

Sl. No.	Eligibility criteria	Supporting documents to be submitted
1.	The bidder should be registered entity in India under Indian Companies Act 1956	The copy of certificate of incorporation and certificate of commencement of business issued by the registrar of the company
2.	The bidders should have positive net worth in the last financial year i.e. 2016-17. & The Average Annual Turnover of the Bidder for the last Three years i.e. FY 2014-15, 2015-16, 2016-17 should be at least Rs. 20lacs or more.	The complete set of audited Financial Statements or CA Certified turnover statement for last 3 financial years to be submitted.
3.	The bidder should have a minimum experience of 3 years in providing SMS services wherein they must have sent/fired 2,0000000 SMS / year.	Copy of Work Order/Work completion documents/ Copy of Agreement to be submitted.
5.	Bidder should have executed at least 3 orders of similar work for valued more than 3 lacs each.	Copy of Work Order/Work completion documents/ Copy of Agreement to be submitted.

6.	Bidder should have a capability to handle at least 25 lacs real time SMS alert per day.	Documentary evidence showing volume of real time SMS alerts for establishing capability to handle at least 15 lac real time SMS alert per day.
7.	The bidder should be able to allocate a minimum throughput 500 SMS per second to Food Directorate .	(i) Certificate to this effect from the Telecom operators should be submitted with whom bidder has the tie up to deliver SMS alert (ii) To under taking to be provided for at least minimum throughput of 500 SMS per second to Food Directorate .
8.	Bidder should not have been blacklisted at any time by the Govt./Govt. department	Undertaking to this effect to be submitted.
9.	The bidder should have a support/representative officer at Bhopal to provide onsite support immediately on call.	An Undertaking to this effect to be submitted.

3. SCOPE OF WORK:

- i. To provide push based SMS delivery service 365x24x7 mode in priority manner.
- ii. To send personalized SMS in bulk to more than 100 of recipients at a time
- iii. To send lakhs of SMS per day to individually recipients generated through the different Application Packages used by the Food Directorate.
- iv. To provide customized inbox subject line (short transactional code) if required.
- v. Bidder should be capable to provide Push SMS Service / Pull SMS Service / USSD Service / OBD (Out Bound Dialer) services.
- vi. Bidder should have Dedicated Capacity.
- vii. Bidder should have Cross-operator SMS messaging capability.
- viii. Application security through firewall.
- ix. Operational and deployable across the industry verticals.
- x. Bidder should have dual redundancy of SMSC.
- xi. Bidder shall have to maintain and produce on demand logs of all sent SMS with individual receipt status along with time stamp of request received form Food Directorate for sending individual SMS and actual time stamped of delivered/undelivered SMS.
- xii. Bidder shall provide a web portal with following minimum facilities:
 - a) Access to Food Directorate authorized user
 - b) Facility to create multiple Sender Ids
 - c) Facility to Sub Accounts under Main Account and tagging of Sender Ids.
 - d) Facility for requesting SMS limit and allocation of SMS count to multiple sub accounts
 - e) Management of Group of SMS receivers.
 - f) Daily and Monthly SMS Sent Report with all necessary information like time stamp, delivery status etc.

Any other requirement from Food Directorate shall be implemented by the vendor regarding portal. (Will be additionally chargeable according to requirement)

- xiii. Bidder shall have to maintain unique identification code (SMS ID for each individual SMS)
- xiv. Bidder shall have to provide failure intimation of every undelivered SMS with error description through web interface.
- xv. Bidder shall have to provide credential login form which web portal would be accessed.
- xvi. Bidder shall have to provide API for sending SMS
- xvii. Bidder shall have to restrict for sending duplicate SMS in any manner. No payment would be made for such duplicate SMS.
- xviii. Form each SMS, data, in delimited text format containing message, unique message ID and recipient mobile no. would be sent to the service provider for their specified secure user account as http/SMPP document in every four minutes.
- xix. The bidder should be able to allocate minimum throughput 500 SMS per second to Food Directorate. At least three attempts would be made within 3 Hrs. (each attempt would be made after 1 Hrs.) to send the SMS, delivered unsuccessfully along with subsequent three lots of SMS after the initial attempt.
- xx. Bidder shall have to provide MIS report related to SMS service as and when required by **Food Directorate**.
- xxi. The Approximate number of SMS required to be delivered for various purposes (as mentioned in **Clause 1** of Important Instructions to the Bidders) per year shall be minimum 8,00,00,000 \pm 30% of which at least 5% SMS shall be OTP Grade in nature.

4. OBLIGATION AND RESPONSIBILITY:

- i. Bidder shall have to allot time to time required SMS without any delay.
- ii. Bidder; to send or attempt to send any international SMS. (Costing will be different as compared to local SMS)
- iii. Bidder shall have to ensure 98% up time during the billing period for its SMS gateway services excluding the planned downtime, if any. An advance notice of at least 48 Hrs. shall be required to be given by the bidder for any planned downtime activities.

5. TERMS AND CONDITION OF SERVICES:

- i. **Price:** The unit price quoted by the bidder shall be FIRM throughout the period of contract and inclusive of all taxes and duties.
- ii. **Taxes and Duties:** In case of any variation in rates of taxes/statutory levies applicable/prevaling at the time of submission of Invoice or if any new tax is introduced, the same shall be paid by Food Directorate. In case any tax/statutory levies is abolished or reduced the same shall be recovered from Successful bidder.
- iii. **Commencement of the Works:** The successful bidder will be required to integrate their solution with the applications of **Food Directorate**, within two (02) weeks of award of contract. An additional period of one (01) week with penalty of Rs. 2,000/- per day will be allowed to the bidder for completing the integration. In case bidder fails to complete required integration within a total period of 3 weeks the **Food Directorate** may cancel the contract and forfeit the bidders' performance security deposit.

- iv. **Payment:** 100% payment for the SMS successfully delivered through gateway shall be made on monthly basis generally within 45 days from the date of receipt of invoices. The invoices shall specify the No. of SMS successfully delivered, their charges and service tax. The invoices in triplicate shall require to be submitted to the Commissioner, Food Directorate Bhopal.
- v. **Validity of Contract:** The validity of this contract shall be initially for a period of 12 Months which may be extended by a further period of One year on the same rates and terms & conditions.
- vi. **Termination of Contract:** The **Food Directorate**, reserves the rights to terminate the contract either in part or full at any time by giving one month notice in writing.
- vii. **Statutory obligation:** Statutory obligation as per law of the land are to be complied with by the bidder, workmen compensation Act 1923, the contract labour (Regulation and abolition) Act 1970, employees provident fund and misc. provisions act 1952, employees state insurance act 1948, payment of Wages Act 1936 etc. and rules made there under for every act are to be dealt with by the bidder as per relevant act and the financial obligation arising out of statutory obligating would be entirely on bidders account and **Food Directorate**, will not be responsible on this account for any reason whatsoever .
- viii. **Technical support:** The service provider shall provide technical support on all working days and over the telephone and email. Bidder shall be provided a contact no. and a mail ID at which the contact person can get in touch in case of any problem with regard to be service of sending SMS.
- ix. **Confidentiality:** Service provide will undertake that it shall not disclosed, divulge or reveal any information including the mobile no. and text of SMS send that it may have gained or otherwise acquired form Food Directorate, by virtue of or as result of the implementation of the above mentioned SMS services and shall insure that the same is kept secret and confidential at all time.

6. PERFORMANCE GUARANTEE :-

On placement of award, the concerned successful firm within 30 days will furnish Bank Guarantee. equivalent to 10 % of the estimated cost of bid. In the instant case as per the tentative quantity allocation of successful SMS delivered, the estimated cost of Bid is Rs. 72,00,000 per annum. Hence the successful bidder have to deposit a lump sum amount of Rs. 7,20,000 towards security for faithful execution of the award in the form of unconditional Bank Guarantee (BG). The B.G. should be initially valid for 1 (One) year plus claimable period of 2 Months. Failure in furnishing requisite B.G. within the stipulated period of 30 days may lead to cancelation of award placed.

7. SETTLEMENT OF DISPUTES:-

All suits or proceedings relating to any dispute or claim arising out of or in the course of performance of the contract, shall be filed only in the competent court at **Bhopal only**.

8. ARBITRATION :

If, at any time, any question, dispute or difference, whatsoever shall arise between the purchaser and the supplier, upon, or in relation to or in connection with the contract, either party may forthwith give to the other, notice in writing of the existence of such question, dispute or difference, and the same shall be referred to the Principal Secretary Food, Civil

Supply and Consumer Protection, Govt. of MP whose, decision shall be final and binding on the parties.

The arbitration shall be conducted as per provision of The Madhya Pradesh Madhyastha Adhikaran Adhiniyam 1983, as amended from time to time, and of the rules made there under. The Arbitrators or the Umpire as the case may be, are bound to give a detailed speaking award assigning reasons for the findings.

Supplies under the contract shall be continued by the Supplier during the arbitration proceedings, unless otherwise, directed in writing by the purchaser or unless the matter is such that the work cannot possibly be continued until the decision of the Arbitrator or of the Umpire, as the case may be, is issued.

The arbitration proceeding if any shall be strictly held at the head quarter of Food Directorate at Bhopal.

9. The tender is in three parts as explained below

- (a) **Part-I (EMD):** This part is about fulfilling the requirement of deposit towards Earnest Money. The bidder in this envelope should put either the original money receipt in support of having deposited cash with Accounts Officer, **Food Directorate**, Bhopal towards Earnest Money OR the Bank Draft for the purpose OR Bank Guarantee OR the photocopy of the Permanent Registration of the firm with District Industries center as SSI Unit of M.P. for the items quoted duly notarized/attested by the General Manager of DIC of the area with valid Competency Certificate issued by the DIC OR Photo copy of valid registration certificate issued by NSIC for small or medium scale unit, as the case may be. As the validity of certificate as per NSIC three years, therefore, certificate should be got re-validated, in case date of issue/last re-validation is more than three years old on the date of opening of tender. In this connection, reference should also be made to Clause-3; EMD of Annexure-I; General Instructions to Bidders of instant tender specification.
- (b) **Part-II (Commercial & Technical Bid):** Envelope for this part shall contain Technical and Commercial aspects of the Bid and documents supporting the same.
- (c) **Part-III (Price Bid):** The bidder shall ensure that prices/rates are filled strictly in accordance with the proforma for 'Price & Quantity' as given in Schedule-I of tender specification. ***The bidder shall have to submit the Price Bid online only.***

10. Method of Submission of Bids and their Opening

- (a) There has to be two envelopes for each of the Part-I & II of the Bid as explained in point-2 above. Both the envelopes shall then be put in one main envelope. The main envelope shall be superscripted as under:-

- (i) **3063/End-to-End computerization/2017 DUE FOR OPENING ON 15-06-2017.**
- (ii) **THIS ENVELOPE CONTAINS ENVELOPES TOWARDS PART-I & II OF THE BID**
- (iii) **IT IS CERTIFIED THAT:-**
- (iv) **WE CATEGORICALLY AGREE TO THE FOLLOWING CLAUSES OF THIS TENDER SPECIFICATION:-**
- | | | |
|-----|-----------------------|----------|
| (a) | PAYMENT TERM | : AGREED |
| (b) | PENALTY | : AGREED |
| (c) | PERFORMANCE GUARANTEE | : AGREED |

In absence of above certification on the main envelope itself, the same shall not be opened and the offer is liable for rejection.

- (b) Even after certification on the body of the main envelope, if any ambiguity is found in any part upon opening of the main envelope or even after opening of the subsequent envelopes, the offer shall be rejected.

- (c) In addition to the superscript as detailed above on the main envelope, each of the envelopes towards Part-I, II are to be superscripted as under:-

"Part-I/ II (as the case may be) of Tender Specification No. 3063/End-to-End computerization/ due for opening on 15/06/2017"

- (d) Upon successful verification of the fulfillment of the requirement of earnest money deposit on opening of envelope of Part-I, second envelope of Part- II shall be opened on the same day. The price bid i.e. Part-III shall be opened online at a later date for the bidders who will fulfill the eligibility criteria of the tender. This date shall be intimated to all such eligible bidders separately.

8. The Questionnaire appended in Schedule-IV should be very clearly answered.

9. The quoted prices should be "FIRM" and indicated strictly in the format appended with this tender specification in Schedule-I.

10. The **Food Directorate**, may not entertain any deviation from commercial terms & conditions as specified in the Tender Specification and the offers showing deviations are likely to be rejected.

11. To enable quick and easy examination and evaluation of the bids, it is advised to follow the following instructions while submitting bids:-

- (a) The tender copy purchased by the bidder need not be returned to this office.
- (b) Photocopies of the orders/ performance reports received from other Govt. Department/ Govt. undertakings engaged in implementing welfare schemes should be enclosed, however, the relevant details of the past experience either of Food Directorate have to be given in Schedule-IV(A).
- (C) Following documents consisting part of Commercial and Technical bid i.e. Part-II should be put in the following sequence:-
- | | | |
|-------|-------------------------|-------------------------------|
| (i) | Tender Form in original | |
| (ii) | Schedule-II(A) | - General Information |
| (iii) | Schedule-II(B) | - Commercial Information |
| (iv) | Schedule-IV(A) | - Schedule of Past experience |

- | | |
|-------------------------------------|---|
| (v) Schedule-IV(B) | - Schedule of Commercial Deviation |
| (vi) Schedule-IV(C) | - Schedule of Technical Deviation |
| (vii) Schedule-V(A), (B), (C) & (D) | - Undertaking/Declarations |
| (viii) Schedule-VI | - Undertaking for acceptance of payment through Direct Credit |

(d) The Part-III; Price Bid has to be submitted only online and it should be strictly in the prescribed format as per Schedule-I.

12. Pool Rates

The bidders are advised to quote their own individual rates. It may please be noted that if the same rate is quoted by more than one bidder, suggestive of a cartel, then such offers may not be considered by the Department. It may also please be noted that the competitive rate quoted by each bidder will be one of the main criteria for quantity to be ordered to the eligible bidders on acceptance of LoI.

13. Unsatisfactory Performance

Even on fulfillment of all the criteria, it may be noted that:-

- (a) Offer of those firms and Director/Partners of such firms who have been debarred/ black listed for future business with any govt. office/department of M.P. shall be summarily rejected.
- (b) In case of those bidders whose past performance has not been found to be satisfactory against previous tenders of **Food Directorate**, they may not be considered for order.

Following shall attribute to poor performance of a bidder:-

- Non-execution of previous order(s)/ inordinate delay in supply of material/services.
- Failures of material in testing & non-replacement of the same by the supplier.
- Failure of material in mass as reported by the field officers.

14. Conflict of Interest

Bidder shall not have a conflict of interest with one or more parties. Participation by bidder(s) with a conflict of interest situation will result in the disqualification of all bids in which it is involved. Food Directorate considers a conflict of interest to be a situation in which a party has interest that would improperly influence that party's performance of official duties or responsibilities, contractual obligations or compliance with applicable laws and regulations, and that such conflict of interest may contribute to or constitute a prohibited corrupt practice. A bidder may be considered to be in a conflict of interest with one or more parties if including but not limited to:-

- (a) Have controlling shareholders as his/her family members viz. spouse, son, daughter, father, mother or brother etc. in common or
- (b) Have a relationship with each other, directly or through common third parties that puts them in a position to have access to information about or influence on the bid of another bidder.

The bidders are requested to furnish following documents in this regard:-

- (i) Certified true copy of *Memorandum and Articles of Association* in case of a Limited/ Private Limited Company quoting the tender.
- (ii) *List of Directors in case of a Company addresses and telephone Nos./ Mobile Nos.* each Director of the Company.
- (iii) Valid *power of attorney* to sign the tender documents and all correspondence before and after placement of order.

15. Recoveries for Liabilities against other contracts

All amounts recoverable from the successful bidders against earlier contracts/orders placed the Food Directorate, Bhopal will be adjusted/ recovered from any type of payment due, including security deposit, against the contract(s)/order(s) that may be awarded under this specification OR any other contract(s)/order(s) including those placed by the Food Directorate, Bhopal against other tender specifications for the same or the other items.

15. Debarring/Blacklisting of Firms

That in the event of violation of any of the terms and condition of this tender or the terms and conditions of the subsequent supply order/ work contract so issued, either partly or completely, then in such event the Food Directorate reserves every right to take penal actions which may inter-alia include termination of the contract and/ or blacklisting/ debarring the bidder from participating in future tender/ tenders for up to 3 year along with the other penalties as stated in the tender document. Before debarring/ blacklisting or contract termination, the concerned firm would be first served a notice to the effect, so that it gets an opportunity to represent its point of view. The debarring/ blacklisting shall be for the Firm/Company as well as for the Proprietor/each Partner of the firm or each Director of the Company by name.

16. Submission of Offer

- a. The commercial and technical bid as mentioned in above clause 8(b) should be put-up in the sequence mentioned therein i.e. all schedules should be filled up and submitted in sequence and their related enclosures shall be submitted after all schedules in same order as per the order of schedules. The complete offers shall be page numbered and index should be affixed on top indicating page no. of all Schedules and Enclosures & should be hard bonded, so that it cannot be opened. Only one set of such offers is required to be submitted. If the offers submitted by bidders are not hard bonded, the offer is liable to be rejected and in that case the price bid will not be opened.
- b. The submission of bid by a bidder implies that he has thoroughly read and unconditionally accepted all the instructions, terms & conditions of the contract and has made himself aware of the scope of work of supply and specifications of the material to be supplied. The company shall not pay any extra charges other than mentioned in the Rate Contract for any reason whatsoever, after acceptance of bid, in case the bidder is later found to have misjudged any condition(s).
- c. Detection of any information/details/documents furnished by the bidders in the bid to be false later on will lead to criminal proceedings against him apart from blacklisting for a period certain as may be deemed appropriate by the Company depending upon the severity of the case.
- d. Offers received with unreasonably low rates without any acceptable documentary evidence and rate analysis against instant tender specifications will be out rightly rejected.

17. Pre-Bid Conference

The **Food Directorate** shall hold a pre-bid conference of bidders on 03.06.2017 at 03:30 pm in the Commissioner Office, at Food Directorate, Bhopal to clarify various clauses of the bid documents to ensure uniformity in understanding the bid documents. The Food Directorate reserves the right to change the clauses as emerging after pre-bid conference and attendees agrees on it. In this case the changes shall be notified through publication to get the other informed. Details of any doubt(s) about instant Tender Specification and/or required clarification/suggestion/ modification in any of the terms & conditions and/or the specifications etc. must be sent sufficiently in advance to Food Directorate through fax or e-mail to

dirfood@nic.in so as to reach at least two days before the scheduled date of pre-bid meeting to enable this office to provide necessary clarification/ modification during pre-bid meeting.

Commissioner
Food, Civil Supply and Consumer
Protection, Bhopal

ANNEXURE – I

GENERAL INSTRUCTIONS TO BIDDERS

1. General

The Commissioner Food, Civil Supply and Consumer Protection on behalf of " Directorate Food, Civil Supply and Consumer Protection, herein-after referred to as "Food Directorate", will receive sealed tenders/ bids for Appointment of an agency for providing SMS Services at Food Directorate.

2. Earnest Money

- (a) The bidder shall deposit the prescribed Earnest Money amount of Rs.1,44,000/-.
- (b) The Earnest Money can be deposited either by Bank Draft drawn or through Bank Guarantee in favour of The Commissioner, Directorate of Food, Civil Supplies and Consumer Protection payable at Bhopal. **No offer will be accepted without valid Earnest Money Deposit, unless exempted by the Food Directorate. If on opening of tender, it is revealed that EMD amount is inadequate/any other discrepancy is noticed, the tender shall be rejected and returned to the bidder.**
- (c) The following are exempted from payment of Earnest Money Deposit:-
- (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 with the offer in Part-I;EMD. 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 for Rs.1,44,000/- in the manner as detailed in (b) above failing which its offers will be out rightly rejected.
- (d) All the SSI/ NSIC units are advised to quote/offer the material to the extent they are registered for respective items with the SSI/NSIC organization or at their own risk as per actual maximum production capacity achieved in the past corresponding to the delivery schedule specified in this tender (documentary evidence shall be necessarily furnished to ascertain this) as no relaxation in delivery schedule or penalty on account of delayed supplies shall be considered on this account after placing the order.
- (e) **Forfeiture of Earnest Money Deposit:-**
The EMD may be forfeited:-
- (i) If a bidder withdraws or revokes its bid during the period of bid validity specified by the bidder;
 - (ii) If a bidder modifies its bid in any manner after its opening but before the validity of the bid expires;

- (iii) If a bidder does not accept the arithmetical corrections of its bid price;
- (iv) In the case of successful bidder, if the bidder fails to:
 - sign the contract within the prescribed time;
 - furnish the performance security within the prescribed time.
- (v) In case, the bidder withdraws his offer during the validity period, after placement of order, the EMD shall be forfeited.

(f) Return of Earnest Money to Bidders

- (i) EMD shall be returned to the un-successful bidders within 30 days after financial evaluation of the price bids opened.
- (ii) EMD of successful bidder to whom the Work Order have been placed, shall be returned on acceptance/deduction of security deposit on first invoice.
- (iii) No interest shall be paid on EMD amount.

3. Taxes and Duties

In case of any variation in rates of taxes/statuary levies applicable/prevaling at the time of submission of Invoice or if any new tax is introduced, the same shall be paid by Food Directorate. In case any tax/statutory levies is abolished or reduced the same shall be recovered from Successful bidder

4. Discount

Not applicable.

5. Amendment in Specifications

The **Food Directorate** may revise or amend the Scope of work, prior to the date notified for opening of tender. Such revision/ amendment, if any, will be published on the Directorate's website <http://www.food.mp.gov.in> and on e-portal <http://www.mpeproc.gov.in> and therefore, all prospective bidders are requested to regularly visit the Company's website and e-portal until the last date of bid submission. The Company will not be responsible in any way for any ignorance of the bidders about the corrigendum or addendum or change in the due date.

6. Bids Received by Messenger

When tenders are delivered by special messenger, the same should be dropped in the Tender Box, kept at Directorate of Food, Civil Supply and Consumer Protection, WING 'D', 1st floor, Vindhyachal Bhawan, Bhopal – 462023, on all working days during working hours indicated in tender notice. **Nobody is authorized to receive or grant receipt for tender delivered by hand.**

7. Bids in Open Form

Bids received in open form or received through Telegram/Fax will not be considered under any circumstances.

8. Delayed/Late Bids

The **Food Directorate** shall not assume any responsibility for any postal delays either for the late receipt of documents by bidder or late receipt of bids by the **Food Directorate**. No extension in time shall be granted on such grounds.

9. Alternative Bids

Bid should be submitted as per intent of tender documents; any alternative offers are liable for rejection.

10. Lump-sum Based Bids

In case prices for some items or all items are given as a lump-sum, instead of unit prices as required in the tender specifications, **Food Directorate** can summarily reject such incomplete tender.

11. Printed Terms and Conditions in Bids

Supplier's printed terms and conditions will not be considered as forming part of the tender under any circumstances whatsoever.

12. Alterations/Corrections in Bids

Any alteration/correction in the tender document should be counter-signed. Further, no post tender alteration/correction shall be entertained.

13. Incomplete Bids

Tender which is incomplete or obscure is liable for rejection.

14. Acceptance of Part/Whole Bids - Rights Thereof

Food Directorate reserves the right to accept/ reject any tender wholly or partly without assigning any reason whatsoever. The **Food Directorate** in this regard shall not entertain any correspondence.

15. Ambiguities in Conditions of Bids

In case of ambiguous or self-contradictory terms/ conditions mentioned in the bid, interpretation as may be advantageous to the **Food Directorate** shall be taken without any reference to the tender.

16. Disqualification of Bids

A Bid which gets opened before the due date as a result of improper or no indication having been given on the cover to indicate that it is a tender, will be disqualified.

Bidders will not be permitted to change the substance of his tender on post interpretation/improper understanding grounds. This includes post tender price changes/modifications etc. after opening of Price Bid and any such requests in this regard shall not be entertained/ considered and the original price bid opened shall only prevail.

17. Language of Bids

All tenders should be made in English only.

18. Filling of Questionnaire/ Schedules

All the Questionnaire/ Schedules along with specification are enclosed for technical/ commercial terms & conditions. It is compulsory on the part of the bidder to furnish all details as sought in these. In case, these are not filled in and enclosed with the offer, the Bid will be rejected.

19. Deviations from Terms & Conditions

Offers with deviations in the terms of payment, liquidated damages, security deposit and performance guarantee are liable to be rejected outrightly.

Should the bidder desire to depart from other conditions and/or technical specifications in any respect, he shall draw attention to such deviations as per Schedule-IV Part "B" and "C" stating fully the reasons thereof. Unless this is done, these conditions and specified specifications will hold good, as acceptable to the bidder.

It may be clearly understood that even if deviations have been mentioned anywhere in the offer the same shall not be taken into cognizance unless the same are specifically mentioned in the deviation schedules. Deviation Schedules must be stamped & signed (even all the terms & conditions acceptable)

20. Opening of Price Bid

Opening of Price Bid on subsequent date:-

After opening of first two parts (i.e. Part-I and Part-II), the deviations from the **Food Directorate's** terms & conditions, if any, proposed by the bidder in regard to Commercial

& Technical Bid, as per prescribed schedules given along with the tender documents, shall be notified and clarifications as may be required by **Food Directorate**, shall be submitted by the bidder either at the time of scrutiny of tender or within the time prescribed. **Any deviations in particular from payment terms, penalty, security deposit and performance guarantee clauses and unaccepted deviations and in general from all other technical/commercial terms & conditions of instant tender specification shall not be acceptable, in any case and the offer shall be liable for rejection out rightly.**

21. Canvassing of Bids

Tenders shall be deemed to be under consideration, after opening of tender/ bid, till placement of order. During this period, the bidders or their authorized representatives or other interested parties are advised strongly, in their own interest, to refrain from contacting by any means any of the **Food Directorate's** personnel or Representative, on matters relating to tender under process.

22. Validity of Bids

The offers shall be **valid for 180 days**. Validity of the offer shall be counted from the date of opening of bids. Those who do not agree for a validity of 180 days will do so at their own risk and their offers are liable to be rejected.

23. Authorized/Local Representative

Only authorized representative, possessing necessary authority letter from the participating bidder, shall be allowed to attend the tender opening.

24. Acceptance of Tender

The **Food Directorate** may reject any or all tenders or to accept any tender considering advantageous to **Food Directorate** whether it is the lowest offer or not.

25. Pool Rates

The bidders are advised to quote their own individual rates. It may please be noted that if more than one bidder quotes the same rate, suggestive of a cartel, then such offers may not be considered by the **Food Directorate**. It may also please be noted that the competitive rate quoted by each bidder may be one of the main criteria for quantity to be ordered on each successful bidders.

26. Declaration

The declarations for the following items should be furnished on the non-judicial stamp paper worth Rs.100/- as per Schedule V(A), (B), (C) &(D) form as in Schedule-V:-

(A) Regarding No Conflict of Interest.

(B) Regarding Black listing/Debaring status of the firm.

(C) Regarding authenticity of information/details furnished in the offer.

(D) Regarding serving or retired Officer(s) or Employees of the Food Directorate, Bhopal.

Commissioner
Food, Civil Supply and Consumer
Protection, Bhopal

ANNEXURE-II

GENERAL TERMS AND CONDITIONS OF PURCHASE

1. Prices and Statutory Levies

It is obligatory that Unit Price is quoted clearly, giving break-up of prices in the following elements in the Price Schedule-I enclosed with this document:-

2. Price

The bidders are advised to quote their 'FIRM' Price. The bidders are requested to regularly visit the Company's website to know about any revision/ extension in the tender opening date and any excuse of the bidder about having quoted for wrong base date due to any ignorance about revision/ extension in due date of tender opening by the Food Directorate will not be accepted in any case.

In case of any variation in rates of taxes/statuary levies applicable/prevaling at the time of submission of Invoice or if any new tax is introduced, the same shall be paid by Food Directorate.

3. Taxes and Duties

- (a) If intended procurement is entitled for CST at concessional rates. As such, necessary declaration form for availing concessional CST, shall be furnished after receipt of material at destination and verification of the legal position at our end. Any other applicable declaration form for concessional rate of Sales tax/ Commercial tax/VAT as may be in force shall be given only after the legal position is verified at our end.
- (b) Payments of statutory levies i.e. Excise Duty and Sales Tax/VAT will be made at the rates indicated by the bidder in his bid for the contract if placed against this tender specification. No upward variation than such indicated rate shall be payable beyond contractual delivery period. If, however, after expiry of contractual delivery period, the rates of Excise Duty or Sales Tax/VAT due to Govt. Notification comes down then the payment will be made on the reduced rates for the delayed supplies.
- (c) Bidders outside the State of MP should also quote the prevailing rate of sales tax/ commercial tax/VAT in the state of origin so that the concessional rate of CST payable against declaration form, may be limited to the Sales Tax/VAT applicable for the state of origin from where the material move in case these are lower than the concessional rate of CST. Likewise, the bidders within the State of MP should also quote the prevailing rate of Sale Tax/ VAT.

4. CONSIGNEE

- a) The consignee of the contract shall be Commissioner, Food Directorate Bhopal.
- b) The responsibility of transit risk shall vest with the service provider/supplier, till successful implementation of the SMS system.

5. Force Majeure

Force majeure condition is herein defined as:-

- (a) Natural phenomena, such as floods, draughts, earth-quakes and epidemics.
- (b) Act of any Government Authority, domestic or foreign, such as war, quarantines, embargoes, licensing control or production or Power restrictions.
- (c) Accident and disruptions such as fires, explosions, increase in power cut with respect to date of tender opening, break-down of essential machinery or equipment etc.
- (d) Strikes, slow down, lockouts continuing for more than three (3) weeks.

- (e) Failure or delay in the supplier's source of supply due to force majeure causes enumerated at (a) to (d) above, provided the supplier produces documentary evidence to show that there were no other alternative sources of supply available to him or if available, the lead time required was likely to be longer than the duration of the Force Majeure at the normal source of supply.
- (f) Any cause which is beyond the reasonable control of the supplier or purchaser as the case may be.

All the provisions of this clause shall apply whether the disrupting cause is total or partial in its effect upon the ability of the supplier to perform.

Note: -The cause of force majeure condition will be taken into consideration only if the supplier within 15 days from the occurrence of such delay notifies. The Food Directorate shall verify the facts and grant such extension as the facts justify. For extension of delivery period on account of force majeure conditions, the supplier shall submit his representation with documentary evidence for scrutiny by the purchaser and decision of the Food Directorate shall be binding on the firm.

6. Terms of Payment

100% payment for the SMS sent through gateway shall be made on monthly basis generally within 45 days from the date of receipt of invoices. The invoices shall specify the No. of SMS, their charges and service tax and other relevant reports. The invoices in triplicate shall require to be submitted to the Commissioner, Food Directorate Bhopal.

7. Penalty

The successful delivered SMS and time of delivery of SMS, to the desired recipients as per data provided by Food Directorate shall be deemed to be the essence of the contract. In case of delay in SMS delivery or non-delivery of the SMS to desired recipients, the Food Directorate at its option shall either:-

- (a) Recover from the Supplier/ Contractor as agreed towards liquidated damages a sum @10% (Ten percent) per SMS charges X number of desired recipients, either from the running invoices of Successful bidder or from Performance guarantee submit by successful bidder.

And/ Or

- (b) To cancel the contract for part or whole of the quantity on order, with liability.

8. Extension of Contract

The Company reserves the right to extend the original validity period for further 1 year on the same rates, terms and conditions.

9. Recoveries for Liabilities against other Contracts

All amount recoverable from the successful bidders against earlier contracts including Orders on sister concern with the Food Directorate will be adjusted from payments due against the contract that may be awarded under this specification.

10. Compliance of Regulations

The supplier shall warranty that all Goods/Services covered under procurement, shall have been produced, sold, dispatched, delivered, tested, in strict compliance with all applicable Rules, Regulations including Industries (Development and Regulations) Act 1951 and any amendment there under, labour agreements, working conditions and technical codes and requirements, as applicable from time to time.

The supplier should execute and deliver such documents, as may be needed, by the purchaser in evidence of compliance. All laws, Rules and Regulations are required to be incorporated in this reference. Any liability arising out of contravention of any of the laws shall be the sole responsibility of the vendor and the purchaser shall not be responsible in any manner whatsoever.

11. Cancellation of Contract

11.1 The Food Directorate may upon written notice of default, terminate contract in the circumstances detailed hereunder:-

- (a) If in the opinion of the Food Directorate, the supplier fails to deliver the services/material within the time specified or during the period for which extension has been granted by the Food Directorate.
- (b) If in the opinion of the Food Directorate, the supplier fails to comply with any of the other provisions of this contract or material is found not in accordance with prescribed specifications and or the approved samples.
- (c) If as a result of stage inspection, it is revealed that material and/ or, workman-ship is substandard which is likely to affect the performance of the finished product, a notice would be served by the Food Directorate to the supplier to suspend further activities and to take urgent steps towards corrective measures, failing which the entire order would be cancelled.

11.2 In the event of such termination, Food Directorate shall exercise its discretionary power -

- (a) To recover from the supplier the agreed liquidated damages as approved in the Clause-7 above, **OR**
- (b) To purchase from elsewhere after giving due notice to supplier on account and at the risk of the supplier such stores/ material not so delivered or others of similar description in respect of consignment not yet delivered, **OR**
- (c) To cancel the contract reserving Food Directorate's right to recover damages.

11.3 Notwithstanding that the powers under clause (11.2 a, b & c) referred to above, are in addition to the rights and remedy available to the Food Directorate under the general law of India relating to Contract.

11.4 In the event of risk purchase of stores of similar description, the opinion of the Food Directorate shall be final. In the event of action taken under clause 11.2 (a) or (b) above, the supplier shall be liable to pay for any loss, which the Food Directorate may sustain on that account but the supplier shall not be entitled to any saving on such purchases made against the default.

11.5 The decision of the Food Directorate shall be final regarding the acceptability of the stores supplied by supplier and the Food Directorate shall not be required to give any reason in writing or otherwise at any time for the rejection of the stores/ material.

11.6 In the event, Food Directorate does not terminate the Contract as provided in clause 11.1 & 11.2 above, the supplier shall continue execution of Work Order in hand, in which case he shall be liable to the Food Directorate for liquidated damages for the delay as per Clause-7 above, until supplies are accepted.

12. Arbitration

If, at any time, any question, dispute or difference, whatsoever shall arise between the purchaser and the supplier, upon, or in relation to or in connection with the contract, either party may forthwith give to the other, notice in writing of the existence of such question,

dispute or difference, and the same shall be referred to the Principal Secretary Food, Civil Supply and Consumer Protection, Govt. of MP whose, decision shall be final and binding on the parties.

The arbitration shall be conducted as per provision of The Madhya Pradesh Madhyastha Adhikaran Adhiniyam 1983, as amended from time to time, and of the rules made there under. The Arbitrators or the Umpire as the case may be, are bound to give a detailed speaking award assigning reasons for the findings.

Supplies under the contract shall be continued by the Supplier during the arbitration proceedings, unless otherwise, directed in writing by the purchaser or unless the matter is such that the work cannot possibly be continued until the decision of the Arbitrator or of the Umpire, as the case may be, is issued.

13. Jurisdiction

Any dispute or difference arising under, out of, or in connection with this tender shall be subject to exclusive jurisdiction of competent court at Bhopal only.

30. Correspondence

Copies of all important correspondence on subject should be sent to the Commissioner, Food, Civil Supply and Consumer Protection. In addition to the above, one statement showing the details of dispatches made should be submitted to this office after completion of order.

Commissioner
Food, Civil Supply and Consumer
Protection, Bhopal

SCHEDULE – I

PRICE AND QUANTITY

Sl. No.	Item	Quantity tendered	Unit Rate	Service Tax (Or statutory taxes)	Unit Rate inclusive of all taxes
1.	Charges for Sending SMS	1			

PLACE:

SIGNATURE OF TENDERER

NAME IN FULL

DATE

DESIGNATION/ STATUS IN THE FIRM

COMPANY SEAL

SCHEDULE – II: SCHEDULE OF QUESTIONNAIRE

PART “A”: GENERAL INFORMATION

(To be kept in the Envelope **PART-II** i.e. **Commercial & Technical Bid**)

- (i) Strike off, whichever is not applicable.
(ii) Separate sheets should be used, wherever necessary.

1	Full Name & address of the Bidder	
2	Whether Bidder is a Ltd./P. Ltd. Company	
3	Whether details of all Directors or.- Imp. Instructions to Bidders (Enclose a copy of these details)	
4	Name & Address of the firm/Company etc.	
	(a) Registered office	
	(b) Factory/ works address	
	(c) Telegraphic address	
	(d) Telephone Nos.	
	(e) Fax Nos.	
	(f) E- Mail address	
	(g) Name, Designation & Mob. No. of authorized contact person	
5	Whether the firm is an MP SSI Unit	Yes/ No
	(a) If yes, write registration No.	
	(b) Whether documentary evidence regarding registration enclosed	
	(c) Items of registration	
	(d) Period of Registration	
	(e) Furnish copy of latest & valid Competency Certificate	
6	Any other information that bidder may like to give in order to highlight his bid.	

PLACE:
DATE

SIGNATURE OF BIDDER
NAME IN FULL
DESIGNATION/ STATUS IN THE COMPANY
COMPANY SEAL

SCHEDULE – II

PART “B” : COMMERCIAL INFORMATION

(To be kept in the Envelope of **PART-II** i.e. **Commercial & Technical Bid**)

(i) Strike off, whichever is not applicable.

(ii) Separate sheets should be used, wherever necessary.

1	I	Earnest Money details (Bank Draft/ Bankers Cheque/ Bank Guarantee/ Cash with AO, DoFCS&CP, Bhopal)	
	II	(a) Amount of EMD	Rs.
		(b) Particulars/details	
	III	If exempted, state whether the bidder is a SSI Unit of M.P./ Small Scale unit registered with NSIC/ Fully owned State/ Central Govt. Unit.	
	IV	Whether reference of documentary evidence regarding exemption enclosed.	Yes/ No
2		Whether the offer is valid for 180 days from the date of opening of commercial/ technical bid	Yes/ No (If no, state validity period).
20		NOTE:- The bidder has to be very clear about the rate and amount of excise duty and sales tax given in the Price Bid and as applicable at the time of award of contract. The following documentary evidence should be enclosed with the offer:- (i) Photocopy of relevant abstract of notification regarding excise duty and sales tax as applicable. (ii) For exemption in excise duty/sales tax.	
23		PAYMENT TERMS	
		Whether Company’s terms of payment (Clause-6 of Annexure-II) is acceptable to the bidder (If no state conditions)	Yes/ No
25		PENALTY CLAUSE	
		Whether agreeable to Company’s penalty clause (Clause-7 of Annexure-II)	
26		PERFORMANCE GUARANTEE	
		Whether agreeable to Company’s Performance Guarantee clause (Clause-6 of Important Instructions to bidders for submitting Bid).	
29		EXTENSION ORDER	
		Whether you are agreeable to accept extension order for 1 Year on the same rates, terms & condition, if any extension order is placed.	Yes/ No
30		Whether rates offered are applicable for part quantities also.	Yes/ No
33		Have you noted that you have quoted prices in the desired format	

PLACE:

SIGNATURE OF BIDDER

NAME IN FULL

DATE

DESIGNATION/ STATUS IN THE FIRM

COMPANY SEAL

SCHEDULE – III

UNDERTAKING

I,(Name) Sole (Designation) of M/s.
..... is giving undertaking that details given are correct to the best of my knowledge
and I agree to abide by all your tender/order terms and conditions.

PLACE:

SIGNATURE OF BIDDER

NAME IN FULL

DATE

DESIGNATION/ STATUS IN THE FIRM

COMPANY SEAL

SCHEDULE-IV

“PART A”; SCHEDULE OF PAST EXPERIENCE

Bidder's Name & Address:

To,

The Commissioner
Food, Civil Supply and Consumer Protection,
Bhopal – 23

Dear Sir,

Sub: - **Performance/ past experience.**

We furnish herewith the record of our performance and experience of quoted items as follows:-

Sl. No.	Purchaser's Name and Address	Order Number and Date	Ordered Quantity (Rating-wise no.)	Quantity supplied (Rating-wise no.)	Value of Order (Rs. lakh)
1	2	3	4	5	6

PLACE:

SIGNATURE OF BIDDER

NAME IN FULL

DATE

DESIGNATION/ STATUS IN THE FIRM

COMPANY SEAL

Note: - Photocopy of the orders & performance reports received from other State Electricity Boards/ Govt. undertakings etc. should be enclosed.

SCHEDULE-IV

“PART B”; SCHEDULE OF COMMERCIAL DEVIATIONS

Bidder's Name & Address:

To,

The Commissioner
Food, Civil Supply and Consumer Protection, Bhopal – 23

Sub: - **Commercial Deviations.**

The Commercial Deviations & variations to the specifications stipulated in the tender, for the item quoted are, as under:-

<i>Sl. No.</i>	<i>Condition</i>	<i>Clause No. of tender document</i>	<i>Page No. of Tender document</i>	<i>Statement of deviations and variations</i>
1	2	3	4	5

2. Except aforesaid deviations, the entire order, if placed, on us shall be executed in accordance with your specifications and any other conditions, variations/deviations etc. if found, elsewhere in our offer should not be given any considerations while finalizing the tender.

PLACE:

SIGNATURE OF BIDDER

NAME IN FULL

DATE

DESIGNATION/ STATUS IN THE FIRM

COMPANY SEAL

Note: - Continuation sheet of like size & format may be used as per bidder's requirements and shall be annexed to this schedule.

SCHEDULE-IV

“PART C”; SCHEDULE OF TECHNICAL DEVIATIONS

Bidder's Name & Address:

To,

The Commissioner
Food, Civil Supply and Consumer Protection,
Bhopal – 23

Sub: - **Technical Deviations.**

The Technical Deviations & variations to the specifications stipulated in the tender, for the item quoted are, as under:-

<i>Sl. No.</i>	<i>Condition</i>	<i>Clause No. of tender document</i>	<i>Page No. of Tender document</i>	<i>Statement of deviations and variations</i>
<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>

Except aforesaid deviations, the entire order, if placed, on us shall be executed in accordance with your specifications and any other conditions, variations/deviations etc. if found, elsewhere in our offer should not be given any considerations while finalizing the tender.

PLACE:

DATE

SIGNATURE OF BIDDER

NAME IN FULL

DESIGNATION/ STATUS IN THE FIRM

COMPANY SEAL

Note: - Continuation sheet of like size & format may be used as per bidder's requirements and shall be annexed to this.

SCHEDULE-V

Formats for Undertaking/ Declaration to be submitted by the bidder

(To be kept in the ENVELOPE of PART-II i.e." Commercial / Technical Bid")

The following declarations/Undertakings must be submitted by all the bidders on non-judicial stamp paper worth Rs.100/- duly notarized

(A) Regarding No Conflict of Interest

I sole proprietor / partner / Director of (Name of firm) declare that I am not interested as a proprietor and/or partner and/or in any other party/firm participating in tender specification No. of Food Directorate, Bhopal due for opening on ____/____/20__ for procurement of

Place:	Signature of Bidder
	Name in Full
Date	Designation/ Status in the Firm
	Company Seal

(B) Regarding Black listing/Debarring status of the firm

We hereby submit the declaration that our firm/company has not been debarred/blacklisted for future business by any of the Govt. power utilities of India.

In case, at any stage if the above declaration is found false or incorrect, the Food Directorate, Bhopal shall be free to take any punitive / legal action against us, as may be deemed fit, which shall be acceptable/ binding on us and the consequences shall be to our account.

Place:	Signature of Bidder
	Name in Full
Date	Designation/ Status in the Firm
	Company Seal

(C) Regarding authenticity of information/details furnished in the offer

I,, Sole proprietor/ partner/ Directors of M/s is giving undertaking that details/information given in the offer submitted against tender specification No. 3063/End-to-End computerization/2017 are correct to the best of my knowledge and I agree to abide by all your tender/order terms and conditions.

(D) Regarding Serving or Retired Officer(s) or Employee(s) of the Food Directorate, Bhopal

We confirm that no Serving or Retired Officer(s) or Employee(s) of the Food

Place:	Signature of Bidder Name in Full
Date	Designation/ Status in the Firm Company Seal

Directorate, Bhopal is/ are partner(s) of the firm or having shares or has any interest in the firm. It is also confirmed that no any partner of the firm has any relationship with any serving/ retired Officer(s) or Employee(s) of the Food Directorate, Bhopal.

Place:	Signature of Bidder Name in Full
Date	Designation/ Status in the Firm Company Seal

SCHEDULE-VI

Undertaking by M/S for accepting Payment through “DIRECT CREDIT” into their Bank Account

THIS DEED OF UNDERTAKING executed this of Two Thousand and Fifteen by M/s ---
-----, a Company/ Firm incorporated under the laws of Companies Act 1956, and having its
Registered Office at (hereinafter called the “Supplier/ Contractor”
which expression shall include its successors, executors and permitted assigns) in favour of The
Directorate of Food, Civil Supply and Consumer Protection, WING ‘D’, 1st floor, Vindhyachal
Bhawan, Bhopal – 462023, (hereinafter called the Food Directorate” which expression shall include its
successors, executors and permitted assigns).

WHEREAS the “Supplier/Contractor” received Purchase Orders /Works Orders/Contracts Orders,
hereinafter called “Order” from Food Directorate and that the “supplier/Contractor” has agreed to
supply goods/ services to the “Food Directorate” according to various orders awarded on the former by
the latter and pursuant to the terms and conditions of these “Order” the payments against “Bills” are
released by “Food Directorate” in routine from time to time. Also, in addition to the present “Orders”
the “Supplier/ Contractor” generally has or may have similar ongoing business transactions with the
“Food Directorate”.

AND WHEREAS, the “Direct Credit” is a facility being offered by Food Directorate as per the Terms
of the undertaking and Food Directorate is within its rights to deny or withdraw if the “supplier /
Contractor” is found to be acting in violation of the terms of service under taking.

AND WHEREAS among the various prevalent modes of effecting payments, the mode of “Direct
Credit” into contractors specified bank account through system like Banks’ RGS/NEFT mode is
considered to be a convenient and efficient mode of payment, subject to the convenience and practicality
of the same at “Food Directorate” end, and the “supplier/ Contractor” desires for release of payment,
against the bills submitted to “Food Directorate” through this mode.

And whereas, the “Supplier/Contractor” agrees to avail the “Direct Credit” channel for receiving sums
due against the bills and that the “Supplier/Contractor” accepts such terms regulations, conditions,
stipulations laid down by Food Directorate form time to time for the purpose.

1. That the “Direct Credit” being offered shall be extended to the “supplier/Contractor” on whom
a valid order has been placed by the Food Directorate and the “bills” of whom shall be directly credited
to the bank account held in the name and title of “Supplier/Contractor”, as per the request of the Supplier
/Contractor in this deed of undertaking.

2. Food Directorate presupposes, and the same is acknowledged by the “Supplier/Contractor”, that
the Food Directorate shall rely upon all electronic communications, orders or messages to its banker for
Direct Credit” facility office by Food Directorate.

3. And whereas, the “Supplier/ Contractor” agrees to execute from time to time necessary
agreement form(s), authority letter(s) and any other related documents for this purpose, for availing the
“Direct Credit” facility offered by “Food Directorate”.

4. And the Food Directorate shall not be liable for any direct, indirect or consequential loss or
damage sustained by the “Supplier/ Contractor” by any direct or indirect use of or reliance on the
electronic communication, orders or messages. Food Directorate shall also not be liable to
“Supplier/Contractor” for any loss or damage caused arising in connection with the “Direct Credit”
facility and/ or this Agreement, on account of interruption or stoppage of “Direct Credit” facility
arising on account of circumstances not attributable to Food Directorate or beyond control of the Food
Directorate or as contained in other clauses of this agreement.

5. That although Food Directorate shall strive to maintain the availability of facility to the “Supplier/Contractor” the same is not guaranteed by Food Directorate and Food Directorate does not accept any responsibility for not effecting or not completing any transaction entered through the “Direct Credit” facility due to any break–down in computer hardware of software systems including any break-down on internet services or any other event.

6. Provided that Food Directorate shall not withhold payment to the “Supplier/Contractor” without sufficient cause, which shall be informed by Food Directorate to the “supplier/Contractor” on the finding of such sufficient cause.

7. And that, Food Directorate reserves the right to modify, change, add or cancel the facility of “Direct Credit” offered, the changes will be notified to the “Supplier/Contractor”.

8. That, notwithstanding the conditions in Clause 1 to 7 stipulated above, the Food Directorate reserves the right to withdraw the facility of “Direct Credit” anytime without notice and without assigning any reason whatsoever.

Obligations of the “Supplier /Contractor”

1. The “Supplier/Contractor” agrees to pay charges/fees, if any, for the “Direct Credit” facility as may be charged by the bankers of Food Directorate prescribed from time to time.

2. In support of above information we, the “Supplier/Contractor” hereby enclose a blank cancelled cheque indicating the ECS Number of out branch along with deed.

3. The “Supplier/Contractor” hereby undertakes and agrees to protect Food Directorate against all claims and liabilities arising directly or indirectly due to any delay in payment.

4. Any dispute between “Supplier/Contractor” and the Food Directorate with regard to the transactions done through “Direct Credit” facility will be subject to the jurisdiction of the competent Courts at Bhopal and will be governed by Indian Laws in force form time to time.

5. By signing the undertaking the “Supplier/Contractor” hereby confirms that the Terms of the facility herein contained shall constitute the agreement between Food Directorate and the Supplier/Contractor” for the use of the “Direct Credit” facility.

6. Authorized signatory confirms that he/they is/are duly authorized by the “Supplier/Contractor” to execute this agreement, through the resolution passed by the Board of Directors, copy of which is annexed.

NOW THEREFORE THIS UNDERTAKING WITHNESSTH as under:

1.0 In view of evident convenience and efficiency accruable due to such mode of payment we “Supplier/Contractor” do hereby declare that tender our consent to bear the bank charges or any other charges associated with the operation of the said mode of payment i.e. the mode of “Direct Credit” into “Supplier/ Contractors” designated bank account through Bank’s appropriate system e.g. RTGS/NEFT, online Internet Banking etc. The “Food Directorate” shall be at liberty to deduct or recover such charges from us in any manner including deduction from our bills, claims, deposits, etc., even though not spelt out in the “Order”.

2.0 We the “Supplier/Contractor” further declare that for the purpose of facilitating such payments, we tender following particulars of our bank account:

Name of Company/ Firm (“Supplier/Contractor”)	
Income Tax Permanent Account Number	
Name of Bank	
Name and title of the Account	
Name and address of the Bank Branch	
Contractor’s Bank Account No. In Which payments is to be transferred.	

ECS Code as detailed in the “Supplier/ Contractor” Cheque Book.	
IFSC code of the Bank Branch	
SWIFT code of Bank Branch	
IBAN code of Bank Branch	

3.0 Without affecting the generally and total responsibility in terms of this Deed of Undertaking, We “Supplier/Contractors” hereby undertake to immediately provide any other information/particulars required by the “Food Directorate” in this regard in the form of fresh Undertaking. We also undertake to inform any changes in these particulars immediately to the Food Directorate in the form of a fresh Undertaking, and agree to the condition that any payment due on that day shall not be released till the changes are duly accepted and implemented in Food Directorate “Direct Credit” System or as may be advised by the Food Directorate in this regard.

4.0 We, the “Supplier/Contractors” further declare that credit of monies, with or without deduction of Bank charges into our above-mentioned accounts shall be comprehensive and complete legal discharge of Food Directorate’s payment liability to the “Supplier/Contractor” in respect of bill/claim to which the payments relates to, so far as the mode of payments is concerned.

5.0 We further declare that we fully understand that the exercise of mode of payment as mentioned above is at the sole discretion of the “Food Directorate”, and “Food Directorate” is at liberty to make due payments with the existing or any other prevalent mode of payment as per its convenience and practical consideration.

6.0 Changes, if any ,of the information given in this document, constitution of the firm etc. shall be intimated by the “Supplier /Contractor” to Food Directorate on immediate basis, on a similar undertaking and that “Food Directorate” shall not consider any subsequent changes without similar undertaking by the “Supplier/Contractor”.

“Food Directorate” will not be held accountable for any wrong payment in case the “Supplier/ Contractor” fails to intimate timely regarding the above charge.

IN WITNESS WHEREOF/THEREOF the Contractor have through their Authorized Representatives executed these presents and affixed Common seal /seals of their respective Companies /firms on the day, month and year first above mentioned.

Further, we being the corporate entity i.e. A Company constituted under the Companies Act, 1956, this undertaking is also supported by a Board resolution attached herewith. (Applicable in case of Companies / any other authority in case of Firm Proprietary Concern Society etc)

WITNESSES

1. (Signature of Authorized Representative)
(Name in Block Letter) Name:
(Address) Designation:
Common Seal of Company/Seal of Firm

- 2
(Name in Block Letter)
(Address)

[Note:- The Deed of Undertaking shall be attested by Notary Public of the place of the executants(s)].