

Madhya Pradesh Trade and Investment Promotion Facilitation Corporation

CDEMAP Bhawan, Arera Hills, Bhopal



TENDER FOR SELECTION OF AGENCY FOR SUPPLY OF IT MANPOWER

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**Madhya Pradesh Trade and Investment
Promotion Facilitation Corporation
CDEMAP Bhawan, Arera Hills, Bhopal
Website: www.invest.mp.gov.in**

TENDER NOTICE

Madhya Pradesh Trade and Investment Promotion Facilitation Corporation (herein after referred to as MPTRIFAC) invites tenders under Two Bid System (Technical Bid & Commercial Bid) for selection of agency for supply of IT manpower at Bhopal up to date & time indicated below. The Tenders will be opened in the office of the undersigned as mentioned in tender time schedule (key date). If desired, the bidder or their duly authorized representative may remain present at the time of opening of tender.

1	Tender Inviting Officer	Managing Director
2	Address	"CEDMAP BHAWAN" 16-A, Arera Hills Bhopal - 462001, M.P (India)
3	e-Procurement Website	www.mpeproc.gov.in
5	Place of execution	Bhopal
6	Tender Published Date	2 nd July 2018
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	12 th July 2018 at 3:00 PM
9	Bid submission End Date & Time	30 th July 2018, 3:00 PM
10	Technical Bid Opening Date & Time	30 th July 2018 4:00 PM
11	Financial Bid Opening Date & Time	10 th Aug 2018 , for the bidders who will be found technically qualified.

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.
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a) Purchase of Tender Document

- i.) The tender documents can be purchased via online mode. The tender shall be available for purchase to concerned eligible vendors immediately after online release of the tender and up to scheduled date and time as set in the key dates. Arrangements will be made for the bidders to make payments online via credit card / internet banking.
 - ii.) The bidders can purchase the tender documents online by making online payment of tender document fees using the service of the secured electronic payments gateway and shall take the system generated receipt for their reference which can be produced whenever required.
 - iii.) As the tender document shall be available for purchase online only, Bidders are required to pay the Tender Document fees online using the Online Payments Gateway Service integrated into the e-Procurement System.
- b) Bids not accompanied with an acceptable bid security deposit 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.
- c) The corrigendum or addendum to the bidding documents if any will be published on the MPTRIFAC official website www.invest.mp.gov.in or www.mpeproc.gov.in Hence participant bidders are **advised to regularly visit the website** for any amendment to the bidding documents until the last date of bid submission. This office shall not in any way be responsible for any ignorance of the bidders about the corrigendum or addendum.
- d) Other details can be seen in the tender documents.

NOTE: *In case if any above date(s) is declared a holiday/local holiday then the date will get shifted to the next working day.*

- a) The MPTRIFAC reserves the right to reject any or all the tenders or accept any tender in full or part as considered advantageous to the Company, whether it is lowest or not, without assigning any reason whatsoever it may be.
- b) The tender notice and complete tender and further information – shall also be available on our website www.invest.mp.gov.in and www.mpeproc.gov.in.



**Madhya Pradesh Trade and Investment Promotion
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CDEMAP Bhawan, Arera Hills, Bhopal
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Tender issued to M/s

TENDER FORM

The undersigned hereby tender and offer (subject to the Company's conditions of tendering) the Madhya Pradesh Trade and Investment Promotion Facilitation Corporation for **Selection Of Agency For Supply Of IT Manpower** referred to in the Details as mentioned in Scope of Work of the bid document of tender document no. __/__/__-__ and 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 agency 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 Company unless contrary is mentioned in the body of the tender).

Signed this Dayof (month)..... 2018

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



**Madhya Pradesh Trade and Investment Promotion
Facilitation Corporation
CDEMAP Bhawan, Arera Hills, Bhopal
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Section 1: Important Instructions to Bidders

Sub: - Tender for “Appointment of an Agency for supply of IT manpower” against Tender Notice No. MPTRIFAC/IT/3/2018

Reference of payment DD/PO No. _____ Dt. _____ Amt.
Rs. _____

MP TRIFAC is Nodal Agency for Investment in the State. It is largely responsible for providing facilitation, Infrastructure, Incentives and hand holding services to investor in State. There are few IT related activities which are being carried out here like Integrated Investor Lifecycle Management System, PMO's Project Monitoring Group (Central/State portal), Intention to Invest(Single Window) etc.

As a step towards E-governance, MPTRIFAC desires to develop a new end to end comprehensive system for all of its business processes and functional units which will eventually cut down time taken by manual processes thus enabling optimized resource utilization.

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

1. E-Tendering :

- i.) For participation in e-tendering module, it is mandatory for prospective bidders to get registration on website www.mpeproc.gov.in. Therefore, it is advised to all prospective bidders to get registration by making on line registration fees payment at the earliest.
- ii.) Tender documents can be downloaded either from the MPTRIFAC website or www.mpeproc.gov.in. However, the tender document of those bidder shall be acceptable who have made online payment for the tender documents fee of Rs 500/- (Rs. Five Hundred only) plus service & gateway charges, without which bids will not be accepted.
- iii.) Service and gateway charges shall be borne by the bidders.

- iv.) Since the bidders are required to sign their bids online using class-III Digital Signature Certificates, they are advised to obtain the same at the earliest.
- v.) For further information regarding issue of Digital Signature Certificate, the bidders are requested to visit website www.mpeproc.gov.in. Please note that it may take up to 7 to 10 working days for issue of Digital Signature Certificate. Client will not be responsible for delay in issue of Digital Signature Certificate.
- vi.) If bidder is bidding first time for e tendering, then it is obligatory on the part of bidder to fulfill all formalities such as registration, obtaining Digital Signature Certificate etc. well in advance.
- vii.) Bidders are requested to visit our e-tendering website regularly for any clarifications and/or due date extension or corrigendum.
- viii.) Bidder must positively complete online e-tendering procedure at www.mpeproc.gov.in
- ix.) Client shall not be responsible in any way for delay/difficulties/ inaccessibility of the downloading facility from the website for any reason whatsoever.
- x.) For any type of clarifications bidders/contractors can visit www.mpeproc.gov.in and held desk contact No. 18002588684.
- xi.) The bidder who so ever is submitting the tender by his Digital Signature Certificate shall invariably upload the scanned copy of the authority letter as well as submit the copy of the same in physical form with the offer of this tender. Apart from that, bidder has to submit separate envelopes of EMD (Demand Draft) of Rs. 100000/- (Rupees One Lakh Only) in Envelop-A

2. 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:

- i) The Technical and Financial bid should be submitted only through the e-procurement Portal.
- ii) 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.
- iii) Financial Proposal – Financial proposals would be filled on e-procurement portal.
- iv) 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.
- v) Bidders are advised to upload the proposals well before time to avoid last minute issues.
- vi) The bid has to be submitted only online through www.mpeproc.gov.in website. No physical submission of bids would be acceptable.

3. Tender Fee and Earnest Money Deposit (EMD)

- i) 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 Managing Director, Madhya Pradesh Trade and Investment Promotion Facilitation Corporation payable at Bhopal. The same should reach Managing Director, MPTRIFAC, "CEDMAP BHAWAN" 16-A, Arera Hills Bhopal - 462001, on or before the due date and time for submission of bids failing which offer will be liable for rejection.
- ii) 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.
- iii) 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.
- iv) 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.
- v) However if the return of EMD is delayed for any reason, no interest / penalty

shall be payable to the bidder.

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

Forfeiture of Earnest Money Deposit:-

The EMD may be forfeited:-

- a) If a bidder withdraws or revokes its bid during the period of bid validity specified by the bidder;
- b) If a bidder modifies its bid in any manner after its opening but before the validity of the bid expires;
- c) If a bidder does not accept the arithmetical corrections of its bid price;
- d) 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.
- e) In case, the bidder withdraws his offer during the validity period, after placement of order, the EMD shall be forfeited.

Return of Earnest Money to Bidders

- i) EMD shall be returned to the un-successful bidders whose quoted price does not fall within the price range prescribed in instant tender specification immediately after financial evaluation of the price bids opened.
- ii) EMD of bidders whose quoted price fall within the price range prescribed in instant tender specification shall be returned immediately after award of Rate Contract on successful bidders.
- iii) EMD of successful bidders on whom the Rate Contracts have been placed, shall be returned on acceptance of security deposit.
- iv) No interest shall be paid on EMD amount.

4. Submission of Bid

The bid data should be filled in and the bid seals of all the envelopes and the documents which are to be uploaded by the bidders should be submitted online as per the schedules.

(ii) The bidders shall have to submit their bids online (decrypt the bids and re encrypt the bids) and upload the relevant documents as per the schedule.

(iii) The bidders have to prepare their bids online with each page of the bid should be digitally signed and duly stamped by the bidder; encrypt their bid data in the Bid Forms and submit Bid Seals (Hashes) of all the envelopes and documents required to be uploaded related to the tender as per the time schedule mentioned in the key dates of the Notice Inviting Tenders after signing of the same by the Digital Signature of their authorized representative. Any over corrections /overwriting should be signed by the bidder. An offer with corrections/ overwriting without signature of the bidder is likely to be rejected. Transfer of the documents purchased online by one bidder to any other bidder is not permissible.

(iv) After the time of submission of Bid Seal (Hash) by the bidders has lapsed, the bid round will be closed and the Procurement Section shall generate a Tender Super – Hash which shall be digitally signed by the concerned authority of the Procurement Section.

(v) Bidders have to decrypt the Bid Data with their Digital Certificate and re encrypt the Bid Data and also upload the relevant documents using Online Briefcase feature for which they had generated the Bid Seals (Hashes) during the Bid Preparation and Hash Submission stage within the specified time as stated in the time schedule (Key Dates).

(vi) The encrypted data of only those bidders who have submitted their Bid Seals (Hashes) within the stipulated time, as per the tender time schedule (Key Dates), will be accepted by the system. A bidder who has not submitted Bid Seals (Hashes) within the stipulated time will not be allowed to decrypt and re-encrypt his Bid Data or upload the relevant documents.

(vii) The EMD as applicable in line with the contract value shall reach the Procurement Section by the opening date specified in the tender. The same shall be submitted to the Procurement Section. The Bidders have to upload scanned copy of EMD along with the reference details.

(viii) The multi-part bidding shall also be facilitated by the portal. The portal shall be able to generate a time stamped receipt with a unique bid number to the Supplier₁₀

Selection Of Agency For Supply Of IT Manpower

for his records. The comparative sheet shall be viewed by Procuring Authority at the time of opening.

(viii) The price bids of technically qualified bidders shall be opened at a later date for the tenderers who have fulfilled the eligibility criteria of the tender. This date shall be intimated to such all tenderers separately.

(ix) The Bidder has to ensure that while submission of the Technical & Financial Bid, all the pages of the Bids are signed by the competent authority / authorized signatory and also all the pages are numbered and properly indexed. If any of the Bids is found to be without proper signature, page numbers and index, it will be liable for rejection.

5. ELIGIBILITY CRITERIA:

The Bidder must possess the requisite experience, strength and capabilities in providing the services necessary to meet the requirements as described in the Bid document. Keeping in view the complexity & volume of the work involved. The Bidder must also possess the Technical know-how and the Financial wherewithal that would be required to successfully provide the required support services sought by the MPTRIFAC, Bhopal. The Bids must be complete in all respect and shall cover the entire scope of work as stipulated in the Bid document. The invitation to Bid is open to all Bidders who qualify the eligibility criteria as given below:

- a) Only those offers, which are considered as valid offers, would be taken up for evaluation of technical bids.
- b) The tenderer should be a valid, legal and duly registered/ incorporated entity – individual/firm/society/company registered in India.
- c) Successful bidder should have a local Office in Bhopal for day-to-day coordination.
- d) The tenderer should not have been blacklisted.
- e) The Organization should have experience work order certificate not less than Rs.30 Lacs since Last Three Year.
- f) The organization should have had total average annual financial turnover of at least Rs.80 lacs in the last three financial years.
- g) Financial bid for only those parties would be opened who has required technical Expertise. Proof of technical expertise would be that bidder has completed at least three works for Govt. Organization/PSU. Submit the Three Work Orders and Work Completion Certificates of the same as proof.(Website development will not be considered as software development for the Instant Tender)
- h) Bidder should have experience of development & Successful implementation of UIDAI services i.e. Aadhar Based Authentication System with using KYC services, SUB-AUA, AUA & KUA and either ASA or KSA also bidder should submit the self declaration certificate along with required IT manpower for showing experience in similar nature of work.
- i) Bidder must have successfully worked on any Contractor Management Module related application for any Govt Organization or PSU also bidder should submit the self declaration certificate along with required IT manpower for showing experience in similar nature of work.

- j) Bidder must have successfully worked on any Estimate Management Module related application for any Govt Organization or PSU also bidder should submit the self declaration certificate along with required IT manpower for showing experience in similar nature of work.
- k) The Bids shall be submitted by only the Bidder; no consortium is allowed in this Bid. (Proof: Declaration in this regard needs to be submitted.)

6. VALIDITY OF BIDS:

Offers should be kept open for acceptance for at least 120 days from the date of opening. Those who do not agree for a validity of **120 days** will do so at their own risk and no request for extending the validity is likely to be made from this office. However, if due to any circumstances beyond control, TENDERER are advised to extend the validity, they shall not be permitted to revise their rates, offer any rebate or concession while extending the validity which may materially result in any reduction or increase in the computed prices of their original offer.

7. All the Bidders shall essentially indicate the breakup of prices. In case any of the charges are not included in the quoted prices, the same shall be clearly shown as extra, indicating specifically the rate/scale of such charges levied extra in absence of which the tender shall be deemed to have included all such charges in the offer. In case the rate/scale of any charges levied extra are not clearly specifically indicated in the offer, suitable loading to their quoted prices shall be done for comparison of their prices with those of other Tenderers.

8. DEBARRING /BLACKLISTING OF BIDDERS:

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 MPTRIFAC Bhopal reserves every right to take penal actions which may inter alia include termination of the contract and / or blacklisting and debarring the Supplier from participating in future tender/tenders for stated number/numbers of year along with the other penalties as stated in the tender document. Before debarring / blacklisting or contract termination, the concerned contractor would be first served a notice to the effect, so that it gets an opportunity to represent its point of view.

9. UNSATISFACTORY PERFORMANCE:

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

- i) Offer of those bidders who have been debarred/black listed for future business with MPTRIFAC, Bhopal, M.P. may be summarily rejected.

ii) In case of those bidders whose past performance has not been found to be satisfactory against previous tenders of MPTRIFAC, Bhopal they may not be considered for placement of any supply and commissioning. Following shall attribute to poor performance of a bidder:

- a) Non-execution of previous order(s)
- b) Inordinate delay in execution of previous order(s).

10. TERMS OF PAYMENT:

- 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) MPTRIFAC 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) MPTRIFAC will ensure that the payment against the raised invoice is made within 10 calendar days of receipt of the invoice.

11. Service tax and other taxes shall be applicable as per prevailing norms at the time of billing.

12. MPTRIFAC reserves the right to accept/reject wholly or partly and tender without assigning any reason what-so-ever. No correspondence in this regard shall be entertained by the Company

13. PRE-BID CONFERENCE:

The Company shall hold a pre-bid conference of bidders on 12th July 2018 at 3.00 PM in the MPTRIFAC, "CEDMAP BHAWAN" 16-A, Arera Hills Bhopal - 462001 to clarify various clauses of the bid documents to ensure uniformity in understanding the bid documents. The Company 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.

14. LETTER OF INTENT:

- i) Prior to the expiration of the period of bid validity, MPTRIFAC shall notify the successful Bidder, in writing, that its bid has been accepted by letter of intent.

- ii) Until a formal contract is prepared and executed, the letter of intent shall constitute a binding Contract.

15. SIGNING OF CONTRACT:

In the event of acceptance of particular bid for award of Contract, the successful bidder has to execute contract Agreement on non-judicial stamp paper of Rs 100/- acceptance of their Quotation.

Section 2: Scope of Work

MPTRIFAC, Bhopal invites Sealed tenders from well-established reputed agencies for providing qualified, experienced and competent technical IT manpower for the development, testing and roll out of software as per the details mentioned in subsequent points.

The selected agency will be responsible for developing an integrated software platform, which will serve as single dashboard for monitoring the performance of various internal functional units of MPTRIFAC.

MPTRIFAC is exhaustively using IT applications for its various internal requirements and various other IT applications.

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.

- 1) IT Manpower supplied by the bidder has to be competent enough to deliver the deliverables or complete the tasks as per the schedule.
- 2) IT Committee of MPTRIFAC and Competent Authority of vendor will finalize Task & Timeline on monthly basis by the mutually agreed discussion. All the participants of meeting will sign on the copy of minutes of meeting and it will be shared with vendor, accordingly vendor has to deliver the finalized deliverables as per decided timelines.
- 3) To develop mechanism to integrate various existing and new applications to a single integrated software platform.
- 4) Proposed Solution Landscape: MPTRIFAC desires to have an integrated system which will involve development of applications and integration of new applications to one single platform which will facilitate in consolidation of real-

time target versus achievement data for all the functional units and process. The proposed integrated system is aimed at providing a real-time monitoring and performance report to MPTRIFAC's top management.

- 5) Providing Server management, Reporting, Online MIS, Flexi Reporting and Admin Panels.

The below table depicts the indicative modules of application to be undertaken:

S. No.	Indicative Modules of Application
1	Financial Management & Accounting Module
2	Human Resource Development & Management Module
3	Payroll Management Module
4	Meeting Management Module
5	Branch Office Management Module
6	Legal ,Company Affairs Module
7	Engineering Works Module(For Estimates & Contractor Management)
8	E-Sign Implementation (Digital Signature Certificates)
9	IT Section – IT Infra and Software Applications
10	Facility Management Module
11	Executive Dash Board & Report Generation

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

Phase: Development & Maintenance Duration is 12-18 months (Indicative)

Total IT manpower – 6

Positions	No. of Positions	Key Skills	Education/Experience

System Admin Integrator/Network Admin	1	Server Administration/ Configuration/ Management /Maintenance/Troubleshooting Network related Issue/Handling Load Balancing & Failover/Installing & Troubleshooting Linux Operating System.	<u>Essential</u> B.E./B. Tech in Computer Science/IT/EC Or MCA with 3-5 Years of post qualification Experience
Oracle Database Admin	1	Knowledge on database architecture/ installation/ logical and physical design/ automation / Troubleshooting, shell scripting, PL/SQL programming, backup & recovery concepts, and database performance & tuning	<u>Essential</u> B.E./B. Tech in Computer Science/IT /EC or MCA with 4-6 Years of post qualification Experience
Java Developers	3	Strong Development experience in Core JAVA, J2EE, Spring/Hibernate/ Struts Framework Good Knowledge & Working experience in Unix/Linux Multithreading, OOPS, Data Structures, and Multiprocessing/complex data structures, algorithms	<u>Essential</u> B.E./B. Tech in CS/IT/EC Or MCA with 3-4 Years of relevant post qualification working Experience <u>Desirable</u> Development experience in Contractor Management related application, UIDAI integration and related applications.

HTML/Web Page Designer/Developer	1	Strong knowledge of PHP frameworks / Ability to handle PL/SQL , database design Demonstrable knowledge of basic web technologies including HTML, CSS, JavaScript, JQuery	<u>Essential</u> B.E./B. Tech in CS/IT/EC Or MCA with 3-4 Years of relevant post qualification working Experience <u>Desirable</u> Development experience in Contractor Management related application, UIDAI integration and related applications
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- 7) 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.
- 8) The successful bidder has to indemnify MPTRIFAC of all labor laws. Any issue arising out of this will have to be handled by the successful bidder.
- 9) The personnel engaged for the services shall use the Agencies working place and infrastructure required to build the software applications.
- 10) 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.
- 11) Any liability arising under Municipal, State or Central Govt. laws and regulations will be the sole responsibility of the successful bidder and MPTRIFAC shall not be responsible for any such liability or lapses.

- 12) The successful bidder shall undertake to indemnify the MPTRIFAC for any liability under any law arising out of the engagement of the said personnel.
- 13) The successful bidder shall comply with all the rules and regulations regarding safety and security of its employees and MPTRIFAC will in no way be responsible in any manner in case of any mishap to their personnel.
- 14) The personnel provided shall be under the direct control and supervision of the Successful bidder. However, they shall comply with the written instructions given on monthly basis, by the officer(s) authorized by MPTRIFAC from time to time.
- 15) The successful bidder shall not sub-contract the services of personnel sponsored by them without prior permission of the MPTRIFAC.
- 16) All the hardware, servers, network, Database, Licenses etc required for execution of application or modules will provided by the MPTRIFAC which will located at MP State Data Center, Bhopal. Vendor has to deploy developed application on the servers and data base provided by the MPTRIFAC.

SECTION 3: GENERAL INSTRUCTIONS TO BIDDERS

1. Authentication of Bid:

The response Bid shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. A letter of authorization shall be supported by a written Power-of-Attorney accompanying the Bid. All pages of the Bid, except for un-amended printed literature, shall be initialed and stamped by the person or persons signing the Bid.

2. Validation of interlineations in Bid:

The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

3. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of their Bid including cost of presentation for the purposes of clarification of the Bid,

if so desired by the MPTRIFAC. The MPTRIFAC will in no case be responsible or liable for those costs, regardless of the outcome of the Tendering process.

4. Bid Prices

- The Bidder shall indicate price in the prescribed format, the unit rates and total Bid Prices of the equipment/services, it proposes to provide under the Contract. In absence of the above information as requested, the Bid may be considered incomplete and hence rejected. The price components furnished by the Bidder in accordance with format below will be solely for the purpose of facilitating the comparison of Bids by MPTRIFAC and will not in any way limit MPTRIFAC's right to contract on any of the terms offered.
- The Bidder shall prepare the Bid based on details provided in the Tender Document. It must be clearly understood that the scope of work is intended to give the Bidder an idea about the order and magnitude of the work and is not in any way exhaustive and guaranteed by MPTRIFAC. The Bidder shall carry out all the tasks in accordance with the requirement of the Tender Document & due diligence and it shall be the responsibility of the Bidder to fully meet all the requirements of the Tender Document. If during the course of execution of the project any revisions to the work requirements are to be made to meet the goals of the MPTRIFAC, all such changes shall be carried out with the extra cost as negotiated by the successful bidder.

5. Firm Prices

- The prices quoted should be 'FIRM' and final and shall not be subject to any upward modifications on any account whatsoever. However, MPTRIFAC reserves the right to negotiate the prices quoted in the Bid to effect downward modification.
- The Commercial Bid shall clearly indicate the price to be charged without any qualifications whatsoever and shall include all taxes, duties, fees, levies, works contract tax and other charges as may be applicable in relation to the activities proposed to be carried out. It is mandatory that such charges wherever applicable/payable shall be indicated separately. However, shall there be a change in the applicable taxes; MPTRIFAC reserves the right to negotiate with the Bidder.

6. Bid Currencies

Prices shall be quoted in Indian Rupees (INR).

7. Bid Validity Period

Bids shall remain valid for 120 days after the date of opening of bids prescribed by the MPTRIFAC. A Bid valid for a shorter period may be rejected as nonresponsive. However, the prices finalized after opening the tenders shall not increase throughout the period of implementation and operation. The prices of components quoted in the Financial Bid by the Bidder shall remain valid for the project period.

Extension of Period of Validity: In exceptional circumstances, MPTRIFAC may request the Bidder(s) for an extension of the period of validity. The request and the responses thereto shall be made in writing (or by fax). The validity of EMD shall also be suitably extended.

8. Withdrawal of Bids

Written Notice

The Bidder may withdraw their Bid after the Bid's submission, provided that MPTRIFAC receives written notice of the withdrawal, prior to the last date prescribed for receipt of Bids.

Signing and Marking of Notice

The Bidder's withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions said earlier. A withdrawal notice may also be sent by fax but followed by a signed confirmation copy, post marked not later than the last date for receipt of Bids.

9. Evaluation of Financial Bids

- 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.

10. Exit Management

i) Exit Management Purpose

This provision will apply on completion of the project or termination of the Service by MPTRIFAC or exit on mutually agreed terms.

The Parties shall ensure that their respective associated entities carry out their respective obligations set out in the Exit Management Plan.

ii) Exit Management Plan

The detailed Exit Management Plan shall be provided to the successful bidder by MPTRIFAC after the finalization of process.

iii) Transfer of Assets

The Bidder shall be entitled to use the Assets for the duration of the exit management period, which shall be the four month period from the date of expiry of contract, or termination of the services.

iv) Co-operation and Provision of Information

During the exit management period the Bidder will allow the client access to information reasonably required for defining the current mode of operation associated with the provision of the services to enable the client to assess the existing services being delivered.

11. CONFIDENTIAL INFORMATION, SECURITY AND DATA

The Bidder will promptly, on the commencement of the exit management period, supply to the MPTRIFAC or their nominated agencies, the following:

Information relating to the current services rendered and performance data relating to the performance of the services; Documentation relating to MPTRIFAC, any other data and confidential information related to the project.

All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable the Client and their nominated agencies, or their Replacement Bidder to carry out due diligence in order to transition the provision of the Services to Client or their nominated agencies, or their Replacement Bidder (as the case may be).

12. NON DISCLOSURE AGREEMENT

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.

13. 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.

Or

An amount of 10% of Invoice amount will be deducted from every invoice submitted by the successful bidder as the Performance Security deposit. The Performance Bank Guarantee or Performance Security deposit @ 10% of total Cost or the Performance Security deposit deducted from every Invoice shall be return to the successful bidder after completion of the order as per the terms and conditions and on expiry of guarantee period. There are no claims outstanding to be recovered from the successful bidder.

c) The Performance Security shall be payable to the MPTRIFAC 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 MPTRIFAC 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. MPTRIFAC 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.

14. SUSPENSION

MPTRIFAC may, by written notice to selected bidder, suspend all payments to the selected bidder hereunder if the Vendor fails to perform any of its obligations under this contract including the carrying out of the services, provided that such notice of suspension.

1. Shall specify the nature of failure.
2. Shall request the selected bidder for remedy of such failure within a period not exceeding thirty (30) days after receipt by the selected bidder of such notice of failure.

15. TERMINATION

Under this Contract, MPTRIFAC may, by written notice terminate the selected bidder in the following ways:

1. Termination by Default for failing to perform obligations under the Contract of if the quality is not up to the specification or in the event of non-adherence to time schedule.
2. Termination for Convenience: MPTRIFAC by written notice sent to the selected bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for MPTRIFAC's convenience, the extent to which performance of the selected bidder under the Contract is terminated, and the date upon which such

termination becomes effective.

3. Termination for Insolvency: MPTRIFAC may at any time terminate the Contract by giving written notice to the selected bidder, if the selected bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the selected bidder, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to MPTRIFAC.

In all the three cases termination shall be executed by giving written notice to the selected bidder. Upon termination of the contract, payment shall be made to the selected bidder for:

1. Services satisfactorily performed and reimbursable expenditures prior to the effective date of termination
2. Any expenditure actually and reasonably incurred prior to the effective date of termination

No consequential damages shall be payable to the Vendor in the event of such termination.

16. FORCE MAJEURE

Notwithstanding anything contained in the RFP, the bidder shall not be liable for liquidated damages or termination for default, if and to the extent that, its delay in performance or other failures to perform its obligations under the agreement is the result of an event of Force Majeure.

For purposes of this clause "Force Majeure" means an event beyond the control of the selected bidder and not involving the selected bidder's fault or negligence and which was not foreseeable. Such events may include wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargos. The decision of the MPTRIFAC regarding Force Majeure shall be final and binding on the selected bidder.

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

17. Limitation of Liability

In no event shall either party be liable for any indirect, incidental, consequential, special or punitive loss or damage including but not limited to loss of profits or revenue, loss of data, even if the party shall have been advised of the possibility thereof. In any case, the aggregate liability of the bidder, whatsoever and howsoever arising, whether under the contract, tort or other legal theory,²³

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shall not exceed the total charges received as per the Contract, as of the date such liability arose, from the Purchaser, with respect to the goods or services supplied under this Agreement, which gives rise to the liability

18. Resolution of Disputes

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

MPTRIFAC doesn't go for any arbitration on dispute and department decision will be final and binding on the selected bidder.

19. Legal Jurisdiction

All legal disputes between the parties shall be subject to the jurisdiction of the courts situated in State of Madhya Pradesh only.

20. Binding Clause

All decisions taken by MPTRIFAC regarding the processing of this tender and award of contract shall be final and binding on all parties concerned

21. Notice

Any notice, request or consent required or permitted to be given or made pursuant to this contract shall be in writing. Any such notice request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent to such party at the address mentioned in the project specific Contract Agreement

22. EXTENSION OF ORDER:

MPTRIFAC may extend the contract with the selected bidder for a period of another 3 years on mutually agreed rates, terms and conditions.

23. PENALTY:

If successful bidder will fail to complete the task on given timeframe shortcomings noticed in the performance shall be submitted for management for suitable action/penalty

MPTRIFAC shall review the performance of the successful bidder on monthly basis for given task & timeline. In case the vendor is failed to complete the task on given time frame from requirement collection then penalty will be , then₂₄

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penalty @ 0.5% of Per month value per week or part there of shall be deducted from the bills raised from the vendor. The penalty will be subject to maximum of 10% of Per Month Value

24. RECOVERIES AND LIABILITIES AGAINST OTHER CONTRACTS :

All amount recoverable from the agency against earlier contracts including orders on sister concern with the Company will be adjusted from payment due against the contract that may be awarded under this specification.

25. Intellectual Property Rights

Projects, which are already developed by the vendor and implementing at MPTRIFAC, Intellectual Property Rights/Copy Right of those projects, will remain with vendor but the new functionality/modules developed as per the requirement of MPTRIFAC the IPR shall lie with the MPTRIFAC for these modules.

Vendor can claim for the modules and projects, which would be developed for MPTRIFAC by the vendor, to represent these projects in vendor's portfolio or profile.

26. CORRUPT, FRAUDULENT AND UNETHICAL PRACTICES:

- i.** "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the process of contract execution and
- ii.** "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to detriment of the purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.
- iii.** "Unethical practice" means any activity on the part of bidder, which try to circumvent tender process in any way. Unsolicited offering of discounts, reduction in financial bid amount, upward revision of quality of goods etc. after opening of first bid will be treated as unethical practice.
- iv.** MPTRIFAC Bhopal will reject a proposal for award and also may debar the bidder for future tenders in MPTRIFAC Bhopal, if it determines that the bidder has engaged in corrupt, fraudulent or unethical practices in competing for, or in executing a contract.

Encl: -

- a. Annexure – I : Technical Bid – Bidder's Data

- b. Annexure – II : Technical Bid – CV format of each of the proposed manpower
- c. Annexure – III : Financial Bid
- d. Annexure – IV : Non-Disclosure Agreement
- e. Annexure –V : Self-declaration for not being blacklisted by any Government Entity
- f. Annexure –VI : Tender Acceptance Letter
- g. Annexure –VII : Performance Security

Annexure-I

	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 from 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 IT Manpower for MPTRIFAC, 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		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 MP Trade & Investment Facilitation Corporation Limited BHOPAL herein referred to as '**DISCLOSING PARTY**' whose address is 2nd Floor, "CEDMAP Bhawan",16-A,Arera Hills ,Bhopal - 462001, MP and **M/s.**

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,

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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 this³¹

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 Circumventor does not result in a transaction being concluded. The parties acknowledge it would be extremely difficult or impossible to accurately 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

MP Trade & Investment Facilitation Corporation Ltd.

M/s.

Signature:

Signature:

Name:

Name:

Designation with seal:

Designation with seal:

Date:

Date:

Annexure - V

(Letter on the bidder's Letterhead)

Self-declaration for not being blacklisted by any Government Entity

To

The Managing Director

2nd Floor, "CEDMAP BHAWAN" 16-A,

Arera Hills Bhopal - 462001, M.P

Sub: Declaration for not being blacklisted by any Government Entity

Ref: RFP for Hiring of IT 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 Managing Director,
2nd Floor, "CEDMAP BHAWAN" 16-A,
Arera Hills Bhopal - 462001, M.P(India)**

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

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Annexure - VII

Performance Security

(Bank Guarantee)

(To be stamped in accordance with Stamp Act)

Bank Guarantee No.

Date.....

To

The Managing Director,

2nd Floor, "CEDMAP BHAWAN" 16-A,

Arera Hills Bhopal - 462001, M.P (India)

Dear Sirs,

In consideration of MP Trade & Investment Facilitation Corporation Ltd., Bhopal (hereinafter referred to as MPTRIFAC which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to/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 athereinafter 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 MPTRIFAC, 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 MPTRIFAC on the Bank shall be conclusive and binding notwithstanding any difference between MPTRIFAC 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 MPTRIFAC and further agrees that the guarantee herein contained shall continue to be enforceable till thirty (30) days after the validity of this guarantee.

MPTRIFAC 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. MPTRIFAC, 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 MPTRIFAC and the Supplier or any other course of remedy or security available to MPTRIFAC. The Bank shall not be released of its obligations under these presents by any exercise by MPTRIFAC 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 MPTRIFAC or any other indulgence shown by MPTRIFAC 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 MPTRIFAC 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 MPTRIFAC 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 MPTRIFAC 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 MPTRIFAC 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 the 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 appropriate 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.