

M.P. State Electronics Development Corporation Ltd.

TENDERS FOR OUTSOURCING OF TECHNICAL MANPOWER (Tender no. MPSEDC/MKT/2011/193)

(All pages of this document except for Commercial-bid to be submitted in original duly signed on each page along with the technical bid envelope. The Commercial bid in original is to be enclosed in a separate sealed envelope)

M.P. State Electronics Development Corporation Ltd.
147, Zone-I, M.P. Nagar, Bhopal - 462011 (M.P.)
Ph.0755-2769816, 2769823

Technical Bid

INVITATION FOR BIDS

Addl. Chief General Manager, MPSEDC Ltd., Bhopal invites sealed bids, under two envelopes system, from bidders for undertaking TENDERS FOR OUTSOURCING OF TECHNICAL MANPOWER. Interested bidders may obtain further information from the office of MPSEDC Ltd.; Bhopal. Bids are invited for the work mentioned hereunder:

Sl. No.	Items	Description
1.	Scope of Work	TENDERS FOR OUTSOURCING OF TECHNICAL MANPOWER
2.	Cost of bid document	Rs.1000.00 (non-refundable) by Demand Draft/Cash
3.	Sale of bid documents	Date 24.2.11 to 16.3.11 (Between 10.30 AM to 5.30 PM)
4.	Last date of submission of bid	Date 17.3.11 up to 3.00 PM.
5.	Date of opening of technical bid	Date 17.3.11 at 4.00 PM.
6.	EMD	Rs. 1 Lac in the form of Demand Draft payable to MPSEDC Ltd at Bhopal
7.	Place of opening of bids:	Office of MPSEDC LTD., 147, Zone-1, Maharana Pratap Nagar, BHOPAL (M.P.)
8.	Address for communication:	MPSEDC LTD., 147, Zone-1, Maharana Pratap Nagar, BHOPAL (M.P.)

Note; Tender can be downloaded from the website www.mpsedc.com. In case tender form has been downloaded from the website, the tenderer will have to enclose a Demand Draft of Rs.1000/- (Rupees One thousand only) of any scheduled bank in favor of MPSEDC Ltd. payable at Bhopal along with the tender.

***Any future Corrigenda/Information shall be posted only on our website www.mpsedc.com**

Letter for Submission of Tender

Date:

MPSEDC

147 Zone I, M P Nagar
Bhopal (MP)

Ref: TENDERS FOR OUTSOURCING OF TECHNICAL MANPOWER

Dear Sir,

Having examined the tender document relating to the TENDERS FOR OUTSOURCING OF TECHNICAL MANPOWER as detailed in your tender, conditions and scope of work etc., and having understood the provisions and requirements relating to the development and all other factors governing the tender, We hereby submit our offer for providing technical manpower in accordance with terms and conditions and confirm our acceptance to execute the order within the time period specified in the tender document, at the rates quoted by us in the accompanying Technical & commercial Bid.

If, after the tender document is accepted, we fail to complete the TENDERS FOR OUTSOURCING OF TECHNICAL MANPOWER as per the order. We agree that, M/s. MPSEDC Ltd. Bhopal shall have full authority to forfeit the earnest money and cancel our order with no obligation on their part.

We confirm having deposited earnest money of Rs 1,00,000/- (Rupees Two lakhs only) by Demand Draft No.....dated drawn onBank Branch attached here to, and general information required is as per annexure attached.

We further confirm that –

- i. We have successfully executed orders of similar nature and we have sufficient experience and financial strength in handling orders of this value.
- ii. We have sufficient qualified manpower and necessary resources to execute the order efficiently in the specified time schedule.
- iii. The quoted rates shall be valid till the completion of the order but not less than 90 days.
- iv. We further confirm that all chapters of the tender documents have been read, understood and signed and there is no deviation/discrepancy

Signature of the Tenderer
With stamp and date

1. REQUIREMENT:-

The tentative requirement of manpower, educational bench-marks and skill sets of the manpower to be engaged by the MPSEDC, Bhopal during the period of the contract shall be as under:

S.No	Type of Manpower	Qualification
1	System Administrator	<ul style="list-style-type: none">•BE/B. Tech in Computer Science/ MCA•MCP Certified in Windows Server 2003, server 2008 and IIS• Minimum 4 years experience in Data Centre Operations• Good Knowledge of OS, IIS and SQL applications• Minimum 1 year experience in Firewall administration and networking• Hardware (server), Active directory, firewall, SAN, router and switch maintenance 1 year
2	System Analyst	<ul style="list-style-type: none">• BE/B.tech in Computer Science/ MCA• Minimum 5 years experience in Government Projects•Minimum 2 year experience in .net based development (both Windows and Web based development)•Minimum 2 years experience in systems analysis•Minimum 1 year experience of structured development process and project documentation• MCP Certified in .net• Knowledge of MS Patterns and Practices•Good Knowledge of MS Office based applications•
3	Programmer	<ul style="list-style-type: none">•BE/B.tech in Computer Science/ MCA• Minimum 2 years experience in Government Projects•Minimum 4 year experience in .net based development (both Windows and Web based development)• MCP Certified in .net• Knowledge of MS Patterns and Practices•Good Knowledge of MS Office based application development
4	MOSS and Portal Development	<ul style="list-style-type: none">•BE/B.tech in Computer Science/ MCA•MCP Certified in MoSS (Min 2007 version)•Minimum 2 years experience in MoSS based development•Proven skills in web designing and Aesthetics, should be able to work without web designer•Minimum 4 year experience in .net based development, CSS, WPF, Silverlight
5	Data Base Administrator	<ul style="list-style-type: none">•BE/B. Tech in Computer Science/ MCA•MCP Certified in Microsoft SQL 2008•Minimum 5 years experience in SQL with the

S.No	Type of Manpower	Qualification
		following specific area <ul style="list-style-type: none"> ▪SQL Administration ▪Data backup ▪Data recovery ▪Adhoc Reporting ▪SQL IS pack ▪SQL AS pack ▪Stored procedures and Triggers ▪SQL integration with .net •Hands on Experience in Microsoft Clusters
6	Dynamics CRM Programmer	<ul style="list-style-type: none"> •BE/B.tech in Computer Science/ MCA •MCP Certified in Dynamics CRM 4.0 •Minimum 4 years experience in .net based development •Minimum 1 year experience in Dynamics CRM based development •Good Knowledge of OS, IIS and .net applications •Exposure to SQL, MoSS
7	Web Designer	<ul style="list-style-type: none"> •Experience of 5 years in web designing •2 year experience in Adobe Photoshop (CS3) or Microsoft Expression Studio or Coral Draw 10 or GIMP •MCP in expression web or ACE certification of Adobe or Equivalent Coral Draw certification • Must have created 3 content rich portal • Development skills in CSS, WPF, Silverlight
8	Data entry operator	<ul style="list-style-type: none"> ▪DCA or equivalent ▪Typing speed 50 to 70 word per minute ▪Typing certification in either English or Hindi desirable ▪Exposure to Unicode Hindi typing desirable ▪Exposure to MS Office products ▪Ability to type in Hindi and English will be preferred <ul style="list-style-type: none"> ▪Minimum experience of 3 years in data entry operation

NOTE:- The minimum work order will be for 1 person in all the categories from Serial Number 1 to 7 and may be up-to 10 persons from each category solely on the discretion of MPSEDC and the performance of the manpower. MPSEDC may increase or decrease the number of manpower as per the requirement and the bidder will have no right whatsoever in this regard beyond the minimum requirement.

Terms and Conditions

1. Eligibility Criteria for Prospective Bidder

The call for bid is open to all qualified bidders who fulfill the following requirements:

- a. The Bidder should be a company registered under the Companies act and must have work experience in the state of Madhya Pradesh substantiated by one

- purchase order from MP government/agency of MP government in the field of software development/ software maintenance.
- b. The bidder should either have an office established in the state of MP (attach copy of MPST/CST/TIN issued by M.P. Commercial Tax Department) or give an undertaking/affidavit to open office in the state of Madhya Pradesh within 60 days of being selected for this RFP.
 - c. The company should be working in the area of Information Technology and should be a primary objective in its charter
 - d. The company should be working in at least three areas of the technologies specified in the requirement past two years;
 - e. The company should have experience of working in at least 3 Government/ Govt. Agencies in India
 - f. Turn over for Software Development and/or Services should be at-least Rs 1 Crore for each of last 3 consecutive years.

Note: The Bidders should submit the documentary proof and information in support of each of the criteria listed above. If desired Madhya Pradesh Electronic Development Corporation Ltd would carry out inspection of the centre to assess the capacity. Bidders not meeting the above criterion shall out rightly be rejected and their financial bid shall not be opened.

Consortiums are not allowed.

2. Bid Evaluation Process

MPSEDC will prepare a list of firms based on the compliance to all the terms and conditions of the tender. The tenders, who do not confirm to the tender conditions and tenders from firms without adequate capabilities as per tender requirements shall be straight away rejected, without specifying any reason. All eligible tenders will be considered for further evaluation. The decision of MPSEDC will be final in this regard.

Evaluation of Technical bids

The Technical Bid will be examined by the evaluation committee on the basis of responsiveness to the evaluation criteria. The bidder will be required to submit the details of manpower and their experience after the opening of technical bids and before opening the financial bid. The prequalified bidders will be provided with a marking system which will evaluate the quality of the manpower supplied. 70% marks out of the total marks obtained from the maximum 200 marks will be added for quality of manpower and 30% of the marks obtained in the cost will be added to the score to arrive at the bidder who have scored the highest marks. The bidder getting the highest marks will be awarded the work. The selection will hence be a Quality and Cost Based Selection (QCBS) and the details of the bidding will be provided to the prequalified bidders.

3. INSTRUCTIONS TO BIDDERS

a. Amendments to Tender

Any changes, additions or deletions in the tender will be available on the website www.mpsedc.com. No written communication will be circulated.

b. Sealing and Marking of Bids

The bidders shall submit EMD, technical bid (containing the technical specifications offered, literature leaflets etc and the technical and commercial deviation if any) and one original copy of commercial bid in separate, envelopes should be sealed in one main envelope. All the envelopes should be distinctly marked EMD, technical bid, and commercial bid.

The bid will consist of the following:

1. Technical deviations if any, from the terms, conditions and specifications as specified in the bid document.
2. Bid form duly filled in, signed and complete in all respects.
3. The price should be firm, inclusive of all taxes and local levies if any.
4. The rates should be free from all escalation. However, all Tax and duty benefits if applicable should be passed on to us.
5. The inner and outer envelopes shall be addressed to the competent authority at the following address:

Additional Chief General Manager
M.P. STATE ELECTRONICS DEVELOPMENT CORPORATION Ltd.
147, Zone-I, Maharana Pratap Nagar, BHOPAL-462011

6. The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late."
7. If the outer envelope is not sealed and marked, the competent authority will assume no responsibility for the bids, misplacement or premature opening.
8. Telex; cable facsimile or fax bids will be rejected.
9. Conditional bids are liable to be rejected.

c. Deadline for Submission of Bid

Bids must reach to the competent authority at the address specified but not later than the time and date specified in the invitation of Bids. In the event of the specified date for the submission of bids being declared a holiday for the office of the competent authority, the bids will be received up to the appointed time on the next working day.

d. Late Bid

Any bid received after the deadline for submission of bids prescribed by the competent authority, will not be accepted and returned unopened to the bidder.

e. Modifications and Withdrawal of Bid

The bidder may modify or withdraw its bid after bid's submission, provided that written notice of the modification or withdrawal is received by the competent authority prior to the deadline prescribed for submission of bids.

f. Bid Process

Opening of Bids

Since it is a Two-bid system, Technical and EMD envelope will be opened first by the Committee constituted for this purpose. If the technical bid specifications offered, EMD and deviations asked (if any) are found in order, the Committee will open commercial bid only for the eligible bidders.

The Committee will open the bids, in the presence of Bidders' representatives who choose to attend on the date specified at the following location:

Additional Chief General Manager
M.P. STATE ELECTRONICS DEVELOPMENT CORPORATION Ltd.
147, Zone-I, Maharana Pratap Nagar, BHOPAL-462011

Prospective Bidder representatives shall sign a register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for the office the Competent Authority, the bids shall be opened at the specified time and location on the next working day.

In case, the commercial bid is not opened on the same or next day of opening of technical bid the Committee may decide to open the commercial bid on subsequent dates. In such case the date, time and place of opening of commercial bid will be intimated to the bidders or their representatives.

g. Preliminary Examination

Before starting evaluation, the bids will be examined to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. In case of computational error the basic price will prevail. In case of error in totals and grand total, the sub total will prevail.

If bid is determined as not substantially responsive, the competent authority will reject it and only the substantially responsive commercial bids will be considered.

The process of evaluation of commercial bid is as follows:

- The Committee, appointed by the Corporation, will first verify that the Bank Draft for Bid Security is in order and as per requirement of the bid. The Committee will examine the bid on Eligibility Criteria as specified.
- The Commercial bid will be opened only for the proposals, which are found eligible and technically acceptable by the Committee and approved. On the day specification for the opening of bid, the Committee, appointed by the Corporation, will open the commercial bids of eligible bidders and scrutinize the same minutely.
- The bidder is required to quote for all the items mentioned in price schedule. Therefore any bid, which does not indicate price for all the items, and any item have been left blank, it will be considered that the cost of item has been included in the other items and the total of the price quoted include for all the required items. In case complete product is left blank it will be considered as non-responsive bid and thus liable for rejection.
- After scrutiny, the Corporation after having examined the proposal may accept the same or accept the bid price of any other bidder found suitable or reject all or any proposal. The decision of the Corporation in this regard shall be final and binding.
- The corporation reserves the right to negotiate the prices with bidder/ bidders.
- The requirement mentioned in the tender document is as per our estimate only however, Corporation reserves the right to increase the manpower or decrease depending on the actual requirement, including type of manpower.

h. Rejection of Bids

The Competent Authority reserves the right to reject bids which are non responsive, including without limitation, bids which contain or involve the following:

- i. Late or incomplete Tenders.
- ii. Failure to confirm to the rules or requirements contained in the Tender.

- iii. Failure to sign the Tender as an authorized representative.
- iv. Proof of collusion among bidders, in which case all Tenders involved in the collusive action will be rejected.
- v. Non compliance with applicable law, unauthorized additions or deletions, conditional bids, incomplete bids or irregularities of any kind which may tend to make the bid incomplete, indefinite or ambiguous as to its meaning.
- vi. Any exclusion of requirement within the Tender.

i. Contacting the Competent Authority

No Bidder shall contact on its own, the Competent Authority on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded.

Any effort on part of a Bidder to influence the Competent Authority or members or Technical/Monitoring committee, in its decisions on bid evaluation; bid comparison or contact award may result in rejection of the bidder's bid.

j. The Bid Security may be Forfeited

If a Bidder withdraws its bid during the period of bid validity specified by the bidder on the bid Form or In case of a successful Bidder, if the Bidder fails:

- i. To accept the order.
- ii. To furnish performance security.
- iii. If the Vendor, after accepting the purchase order fails to deliver the material/services as per the order.

k. Bid Price

- i. The bidders shall indicate on the prescribed Price Schedule, including manpower-wise and final Bid Price of the manpower listed.
- ii. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and shall not be subject to variation on any account.
- iii. A bid submitted with an adjustable price will be treated as non-responsive and rejected.

l. Performance Security:

The supplied manpower will not be changed or leave the job before giving a 2 months' notice and in the event the person being changed; the Bidder will ensure that a suitable replacement of the same educational qualification and work related experience; as has been evaluated during the bidding process; is provided.

The manpower supplied will work dedicated to the project that they have been appointed for and will not be utilized elsewhere or for any other project.

In order to take care of the concerns outlined above, the tenderer is required to furnish Performance Guarantee worth of 10% of the value of project, valid up to a period of 15 months. Performance security should be submitted within 15 days of receiving the work order. The Performance Security can be in the form of Bank Guarantee or FDR Pledged in favour of MPSEDC Ltd., Bhopal

m. Payment

Payment shall be released by MPSEDC as per the following terms:

The payment shall be released in monthly Installments against proof of satisfactory performance of Services.

n. Penalty

In the event of the manpower going on leave of more than three days in a month excluding the calendar holidays of the government of Madhya Pradesh, a suitable replacement will be provided by the bidder otherwise the salary of the person and a 5% penal charge will be deducted from the ensuing payments.

o. Intellectual Property Rights

No services covered by the contract shall be developed or done by the company in violation of any right whatsoever of third party, and in particular, but without prejudice to the generality of the foregoing of any patent right, trademark or similar right, or of any charge, mortgage or lien.

The company shall indemnify the State Government/Competent Authority from all actions, costs, claims, demands, expenses & liabilities, whatsoever, resulting from any actual or alleged infringement as aforesaid and at the expenses of the company, the State Government/Competent Authority shall be defended in the defense of any proceedings which may be brought in that connection.

p. Subcontracts

The Awarded Company shall not, without written consent of the Competent Authority, subcontract the awarded contract or part thereof.

q. Arbitration

- a. The Competent Authority and the Company shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute that may arise between them under or in connection with the Contract.
- b. In all matters and disputes arising there under, the Secretary, Deptt. of IT, GoMP shall be the sole arbitrator to decide the claim and its decision shall be final and binding on both the parties. However, during the period of doubt, disagreement or dispute, both the Company and the Competent Authority shall ensure that the Project works in a normal way. Such doubts, disputes and disagreement shall not give any reason or freedom to either the Competent Authority or the Company to interfere in or prevent normal functioning of the Project.
- c. The place of sitting of the said arbitration shall be at Bhopal and the provisions of the Arbitration and Conciliation Act, 1996 or any Statutory modification of re-enactment thereof and of the Rules made there under for the time being in force shall apply to such arbitration.

r. Force Majeure

- a. None of the parties shall be liable for any loss incurred due to natural calamities, act of God, War, riot and such other acts which are beyond the control of any of the parties: Provided, however, that at the cessation of the above circumstances, the either party shall give a 15 days' notice in writing to other party to perform their area of activities.

Consortiums are not allowed.

ANNEXURE-I

TERMS & CONDITIONS:-

- (1) The contract will commence from the date the selected person reports to MPSEDC and shall continue for a period of one year unless it is curtailed or terminated by the office owing to the deficiency of service, substandard quality of manpower deployed, breach of contract, reduction or cession of the requirement of work, etc. MPSEDC reserves the right to extend the contract for a period of 18 months at its own discretion.
- (2) The service provider shall engage necessary persons as required by MPSEDC, Bhopal from time to time. The said persons engaged by the service provider shall be the employees of the service provider within the meaning of different Labour Legislations and it shall be the duty of the service provider to pay his salary every month. There is no Master & Servant relationship between the employees of the service provider and MPSEDC, Bhopal and further that the said persons of the service provider shall not claim any absorption in the MPSEDC, Bhopal.
- (3) The service provider's persons shall not claim any benefit/compensation/absorption/regularization of services from/ in MPSEDC, Bhopal under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970. Undertaking from the persons to this effect shall be required to be submitted by the service provider to the MPSEDC, Bhopal.
- (4) In case, the person employed commits any act of omission/commission that amounts to misconducts/indiscipline/incompetence and security risks, the MPSEDC will be liable to terminate the contract.
- (5) The tenderer will be bound by the details furnished by him/her to MPSEDC, Bhopal, while submitting the tender or at subsequent stage. In case, any of such documents furnished by him/her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him/ her liable to legal action besides termination of contract.
- (6) The person deployed shall be required to report for work/ leaves office in time. In case, person deployed is absent on a particular day or comes late/leaves early on three occasions, one day wage shall be deducted.
- (7) The MPSEDC, Bhopal may require the service provider to dismiss or remove from the site of work, any person or persons, employed by the service provider, who may be incompetent or for his/her/their misconduct and the service provider shall forthwith comply with such requirements. The Service provider shall replace immediately any of its personnel, if he is unacceptable to the MPSEDC, Bhopal because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from office.
- (8) The deployed person will be bound by the details furnished by him/her to the MPSEDC, while submitting the applications about age, qualification and experience, etc. In case, any of such documents furnished by him/her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him/her liable for legal action besides termination of contract.
- (9) The transportation, food, medical and other statutory requirements in respect of personnel of the service provider shall be the responsibility of the service provider.
- (10) The MPSEDC, Bhopal is a Semi Government Office and has six working days (Monday to Saturday) a week. Working hours would be normally from 10.30 AM to 5.30 PM during working days including half hour lunch break in between. However, in exigencies of work, he may be required to sit late and the personnel may be called on Sundays and

other gazetted holidays, if required. No extra wages will be paid for attending the work place on such holidays.

- (11) One leave shall be admissible to contracted person in every month during the period of contract.

In case of a person going on leave of emergency, the Company shall make arrangements for an alternative person for the duration of the absence of the deputed person.

- (12) That the Service provider will be wholly and exclusively responsible for payment of wages to the person engaged by it in compliance of all the statutory obligations under all related legislations as applicable to it from time to time including Minimum Wages Act, Employees Provident Fund, ESI Act etc. and the MPSEDC, Bhopal shall not incur any liability for any expenditure whatsoever on the person employed by the agency on account of any obligation. The agency will be required to provide particular of PF and ESI contributions of its employee engaged in the MPSEDC, Bhopal.

- (13) Service provider shall also be liable for depositing all taxes, levies, Cess etc. on account of services rendered by it to the MPSEDC, Bhopal to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.

- (14) The Service provider shall maintain all statutory registers under the applicable law. The service provider shall produce the same, on demand, to the concerned authority of this MPSEDC, Bhopal or any other authority under law.

- (15) In case, the Service provider fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof the MPSEDC, Bhopal is put to any loss/obligation, monetary or otherwise, the MPSEDC, Bhopal will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms.

- (16) The service provider will submit the bill in triplicate in respect of a particular month in the first week of the next month. The payment will be released by the third week of the following month after deduction of taxes deductible at source under the laws in force.

- (17) The claims in bills regarding Employees State Insurance, Provident Fund and Service Tax etc. should necessarily be accompanied with documentary proof pertaining to the concerned month's bill. A requisite portion of the bill/ whole of the bill amount shall be held up till such proof is furnished, at the discretion of the MPSEDC, Bhopal.

- (18) Payment to the service provider would be strictly on certification by the Officer with whom he is attached that his services were satisfactory and attendance as per the bill preferred by the service provider.

- (19) The service provider will provide the required personnel for a shorter period also, in case of any exigencies as per the requirement of the MPSEDC, Bhopal.

- (20) The service provider shall provide a substitute well in advance if there is any probability of the person leaving the job due to his/her own personal reason. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider. The delay by the agency in providing a substitute beyond three working days shall attract penalty of 5% from the ensuing payments and also the deduction of salary of absence of the person.

- (21) The service provider shall be contactable at all times and message sent by phone/email/Fax./Special Messenger from MPSEDC, Bhopal to the service provider shall be

acknowledged immediately on receipt on the same day. The Service Provider shall strictly observe the instructions issued by the MPSEDC, Bhopal in fulfillment of the contract from time to time.

- (22) The MPSEDC, Bhopal shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the service provider. This MPSEDC, Bhopal shall also not be liable for any claims, financial or other injury to any persons deployed by the service provider in the course of their performing the duties, or for payment towards any compensation. It will be obligatory on the part of the contract to enter into an appropriate Health Life Insurance Scheme.
- (23) The persons deployed by the service providing agency shall not claim nor shall be entitled to pay, perks and other facilities admissible to casual, ad-hoc, regular/confirmed employees of the MPSEDC, Bhopal during the contract period or, after expiry of the contract.
- (24) That the Service provider on its part and through its own resources shall ensure that the goods, materials and equipments etc. are not damaged in the process of carrying out the services undertaken by it and shall be responsible for acts of commission and omission on the part of its staff and its employee etc. If the MPSEDC, Bhopal suffers any loss or damage on account of negligence, default or theft on the part of the employee/agents of the agency then the agency shall be liable to reimburse to the MPSEDC, Bhopal for the same. The Service provider shall keep the MPSEDC, Bhopal fully indemnified against any such loss or damage.
- (25) The successful bidder will enter into an agreement with the MPSEDC, Bhopal for providing of suitable and qualified/skilled manpower as per requirement of this MPSEDC, Bhopal on these terms and conditions. The agreement will be valid for a period of one year and shall continue to be in force in the same manner, unless terminated in writing. The service charges/rates quoted by the agency shall be fixed for a period of one year and no request for any change/modification shall be entertained before expiry of the period of one year. Any statutory increase in wages/DA etc. is to be absorbed by the service provider.
- (26) The service provider shall not assign, transfer, pledge or sub contract the performance or services without the prior written consent of this office.
- (27) However, the agreement can be terminated by either party by giving one month's notice in advance. If the agency fails to give one month's notice in writing for termination of the Agreement then one month's wages etc. and any amount due to the agency from the MPSEDC, Bhopal shall be forfeited by the MPSEDC, Bhopal.

GENERAL INFORMATION AND EMD DETAILS

1	EMD Details DD No and date: Amount in Rs. Name of the Bank:	
2	Name and Address of the Tenderer:	
3	Contacts:	
4	Telephones:	
5	Fax:	
6	E-mail:	
7	Mobile No:	
8	Category of the tenderer (Whether company, partnership firm or Proprietary concern)	
9	Name of Chief Executive Officer and Telephone No.	
10	Year of Establishment	
11	Sales Tax/Commercial Tax/ CST nos.	
12	Income Tax PAN/GIR No.	
13	Yearly Turn over of the Last 2 years.	
14	Name and Address of the Banker	
15	List of major Clients and the size of orders executed	

Note: Separate sheets may be attached wherever necessary.

Signature of the Tenderer
With stamp and date

ANNEXURE-I

APPLICATION: FINANCIAL BID

S.No	Type of Manpower	Tentative No. of person require	Person per Month rate**	Total
1	System Administrator	1		
2	Systems Analyst	1		
3	Programmer	1		
4	MoSS and Portal Development	2		
5	Data Base Administrator	2		
6	Dynamics CRM Programmer	1		
7	Web Designer	1		
8	Data Entry Operator	2		
9	Total Per-month			

**Exclusive of service tax

Selection from among the pre-qualified bidders will be based on the lowest per-month consolidated quote (Serial number 9 of the above table) MPSEDC retains the power of negotiating with the lowest Bidder on items from S. No 1 to 7

ANNEXURE –II

DECLARATION

1. I _____ Son/
Daughter/ Wife of Shri _____ Proprietor/
Director/ authorized signatory of the agency/ Firm, mentioned above is
competent to sign this declaration and execute this tender document;

2. I have carefully read and understood all the terms and conditions of
the tender for providing Technical Manpower on outsourcing basis to
the MPSEDC, Bhopal and undertake to abide by them;

3. The information/ documents furnished along with the above
application are true and authentic to the best of my knowledge and
belief. I/ we am/ are well aware of the fact that furnishing of any false
information/ fabricated document would lead to rejection of my/ our
tender at any stage besides liabilities towards prosecution under
appropriate law.

4. That our agency/ firm has not been blacklisted by any Organization.

Date: Signature of authorized

person

Place: Full Name:

Seal:

ANNEXURE –III
FORMAT FOR BANK GUARANTEE AGAINST ANNUAL MANPOWER AGREEMENT

(To be stamped in accordance with Stamp Act if any, of the Country of the Issuing Bank) Bank Guarantee No.:

Date:.....

To.....(Name of the Purchaser) Whereas..... (Name of the Purchaser)

hereinafter called "the Contractor" has undertaken, in pursuance of contract

No..... dated..... to

supply.....(Description of Services) hereinafter called "the Contract". AND WHEREAS it has been stipulated by you in the said contract that the Supplier shall furnish you with a Bank Guarantee by a recognized Bank for the sum specified therein as security for compliance with the Contractor's performance obligations under the contract for next one year. AND WHEREAS we have agreed to give the Supplier a Guarantee.

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you on behalf of the Contractor, up to a total of Rs..... (Amount of guarantee in words and figures) and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the contract and without cavil or argument, any sum or sums within the limit of Rs. (Amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until day of 20.....

Signature and Seal of Guarantors

.....

.....

Date: 20...

NOTE: 1. CONTRACTOR SHOULD ENSURE THAT SEAL AND CODE No. OF THE SIGNATORY IS PUT BY THE BANKERS, BEFORE SUBMISSION OF THE BANK GUARANTEES.