



Government of India  
Ministry of Agriculture & Farmers' Welfare  
Department of Agriculture, Cooperation & Farmers' Welfare

**Mahalanobis National Crop Forecast Centre**  
Near Krishi Vistar Sadan  
Pusa Campus, New Delhi-110012

## **e- Tender**

*for hiring services of Skilled Manpower Service Provider to  
provide technical manpower to MNCFC*

***Tender No. 3/8(1)/ALPs/ 2016-MNCFC  
(February, 2017)***

(Visit us at <http://www.ncfc.gov.in>; <http://agricoop.nic.in> )

## NOTICE INVITING TENDER

<b>DEPARTMENT OF AGRICULTURE, COOPERATION &amp; FARMERS' WELFARE MAHALANOBIS NATIONAL CROP FORECAST CENTRE Near Krishi Vistar Sadan, Pusa Campus, New Delhi-110012 NOTICE INVITING TENDER (For publishing in the Website)</b>		
<b>Office of issue</b>	<b>Mahalanobis National Crop Forecast Centre (MNCFC), Department of Agriculture, Cooperation &amp; Farmers' Welfare, Nr Krishi Vistar Sadan, Pusa Campus, New Delhi-110012</b>	
<b>Tender No.</b>	<b>3/8(1)/ALPs/ 2016-MNCFC</b>	
<b>Tender forms available at Website</b>	<b><a href="http://www.ncfc.gov.in">http://www.ncfc.gov.in</a>; <a href="http://www.agricoop.nic.in">www.agricoop.nic.in</a> <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a></b>	
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<b>Pre-Bid Meeting</b>	<b>03-03-2017</b>	<b>11:00</b>
<b>Revised Tender Document Uploading</b>	<b>06-03-2017</b>	<b>16:00</b>
<b>Bid submission start date and time</b>	<b>07-03-2017</b>	<b>10:00</b>
<b>Bid submission last date and time</b>	<b>15-03-2017</b>	<b>17:00</b>
<b>Date and time of opening of Technical bid</b>	<b>17-03-2017</b>	<b>12:00</b>
<b>Place of Pre-Bid Meeting and Opening of technical bid</b>	<b>Committee Room, MNCFC, Nr. Krishi Vistar Sadan, Pusa Campus, New Delhi-110012.</b>	
<b>One Date of opening of financial bid</b>	<b>To be intimated later</b>	

On behalf of President of India, online tenders through e-procurement portal are invited from reputed and experienced agencies/firms/companies for hiring services to provide skilled personnel (Analysts/Consultants in the field of Agriculture/Computer/Statistics/Remote Sensing/Geomatics experts with Image processing/GIS experience) on contract basis through a service provider to implement the technical activities of various projects related crop production forecasting, agricultural drought assessment, horticultural inventory and development, crop insurance, crop intensification of Mahalanobis National Crop Forecast Centre (DACFW) for a period of three years, starting from April 01, 2017.

Bid document can be downloaded from MNCFC website [www.ncfc.gov.in](http://www.ncfc.gov.in), DAC&FW website [www.agricoop.nic.in](http://www.agricoop.nic.in) & CPP Portal Website.

**Sd/-**  
**(S. Mamatha)**  
**OFFICER IN CHARGE PURCHASE**  
**☎ 011-25843229**

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## **1.0 INTRODUCTION**

Mahalanobis National Crop Forecast Centre is an attached office of Department of Agriculture, Cooperation & Farmers welfare, Ministry of Agriculture & Farmers Welfare, Government of India. The Centre, named after great Indian Statistician P. C. Mahalanobis has been established to operationalize the use of space and related technology for better agricultural forecasting and drought assessment. The centre carries out various national level programmes such as FASAL (Forecasting Agricultural output using Space Agro-meteorology and Land based observations), NADAMS (National Agricultural Drought Assessment and Monitoring System), CHAMAN (Coordinated Horticulture Assessment and Management using geoinformatics), KISAN (Crop Insurance using Space technology and geoinformatics) and Rice Intensification etc. It has linkages with other Departments/Divisions of DAC&FW, Indian Space Research Organisation, India Meteorological Department (IMD), Indian Council of Agricultural Research (ICAR), National Sample Survey Organisation (NSSO), State Agriculture and Horticulture Departments, State Remote Sensing Centres, academic institutes/universities and other agencies working in the relevant fields.

The main purpose of this RFP is to identify a Service Provider (SP) who will provide Analyst Level Personnel (ALP) and consultants for the implementation of methodology /approach developed of using space technology for crop production forecasting of selected crops; drought monitoring; horticultural inventory and developmental activities, crop insurance and rice fallow area assessment and characterisation using Remote Sensing (RS) and other data and Modelling Image Processing & GIS Tools, in MNCFC/DAC&FW on need basis. In addition to providing all details as per this RFP, the Service Providers are mandatorily required to fill up the compliance table given as Annexure-I (Techno-Commercial aspects). Any offer, which does not include the compliance table, is liable to be rejected. The Offers containing false information will be summarily rejected. Quotations are invited in two parts: Part-I containing Technical & Commercial aspects (Annexure-I) and Part-II containing the Price Bid (Form 6), from experienced Service Providers, who can provide efficient and effective Analyst Services of the highest standards. The Service Provider is mandatorily required to submit his price bid in the attached table format (Form 6) only.

## **2.0 SCOPE**

The scope of this Contract is restricted only to outsourcing / hiring of Analyst Level Personnel (ALP) and Consultants in MNCFC/DAC&FW, New Delhi. The following definitions apply for these ALP Services work:

2.1 Service Provider (SP): The Vendor or Contractor selected to provide ALP/Consultant Services. Well Qualified, properly trained, skilled and suitable personnel shall be provided by the SP.

2.2 ALPU: One Analyst Level Personnel Unit (ALPU) is defined as operations, performed by an Analyst Level Personnel on all working days of the month.

2.3 ALP: Analyst Level Personnel (ALP) is the one who has to provide Analyst Services, as mentioned in para 2.7, in various Computer labs and also carry out field data collection required for the project

2.4 Consultant is the one who has to provide apart from data analysis services, various support activities needed for the project management

2.5 ALPU Rate: MNCFC/ DAC&FW has worked out a Minimum amount of Rs. 50000 (Rupees Fifty Thousand Only) as 1 ALPU rate for ALPs and Rs 30000 (Rupees Thirty thousand only) for H/W or S/W expert. **In order to motivate the better performing ALPs an annual enhancement in the emoluments shall be provided (to be paid by MNCFC) to them (as per the following Table 1) subject to continuous & satisfactory service and other criteria to be specified by MNCFC.**

Proportionate statutory contributions for such increase shall also be reimbursed by MNCFC (to be deposited regularly by the Service Provider). ALPU rate and annual increment would be as under:

**Table 1. Rate and Annual Increment for ALP and H/w or S/w Expert**

Experience	For Analysts	H/W or S/W Expert
Fresh Recruitment	Rs. 50000	Rs. 27000
Fresh Recruitment (with at least 2 years of experience of working at MNCFC through previous contracts):	Rs. 60000	Rs. 30000
Annual Increment Rate	Rs. 5000	Rs. 3000
Maximum Rate	Rs. 75000	Rs. 39000

2.6 **Consultant Rate: At present, there are two positions of consultants, with total fixed monthly emolument of Rs. 1,00,000/-.**

2.7 Number of Positions: At present there are following number of positions in different projects. Though the period of hiring the service provider is 3 years, these positions may not continue for the contract period. Hence hiring of the technical personnel by SP will be initially for a period of 1 year, which may be extended depending the project period and performance of the technical personnel.

**Table 2. Number of Current Requirements for ALP and H/w or S/w Expert**

*(the numbers may vary based on availability of the vacancy during the contract period)*

Name of the Project	No. of ALP	No. of H/W or S/W Expert	No. of Consultants	Workplace
FASAL	11	1	0	MNCFC, New Delhi
CHAMAN	10	0	2	MNCFC, New Delhi, SAC,

				Ahmedabad, NRSC, Hyderabad/ Bangalore
Rice- Intensification	6	0	0	MNCFC, New Delhi; NRSC, Hyderabad

2.8 OMR: Outsourcing Management Rate is defined as additional amount over & above ALPU rate, which represents administrative or management charges/overheads/other costs including cost for providing substitute manpower etc. and is required to be quoted by Service Provider.

2.9 Working hours: ALP/Consultant will be required to work during normal MNCFC Office hours starting from 0930 hrs to 1800 hrs for all working days of a month. In exigencies and whenever required, the deployed ALP are required to work beyond Office hours and on Holidays. In case of absence of an ALP during these working days, there shall be a pro-rata reduction for each day of absence out of their monthly emoluments detailed at para 2.5 above.

2.10 ALP Contract Services: The ALPs shall perform following analysis activities in consultation with MNCFC Project-In-Charge.

2.7.1 Analysis of Remote Sensing (RS) and other data for crop assessment.

2.7.2 Modelling and geospatial analysis for agricultural developmental activities

2.7.3 Image Processing & GIS analysis using different commercial software packages or specialised software modules.

2.7.4 Field observations for collection of ground truth, Crop Cutting and Other Experimental data

2.7.5 Any other project related activity given by MNCFC time-to-time

2.10 Continuous Services and Replacement: Service Provider has to ensure that the ALP services are provided efficiently without any break/disruption. The Service Provider shall ensure supply of ALPs without discontinuity during the period of service contract for executing the contract in its totality. In case the service provider is unable to provide substitute ALP's of similar expertise, pro-rata amount will be deducted for each day of absence.

2.11 Reports to MNCFC: Service Provider will be required to provide consolidated reports on these services to MNCFC-In-Charge or MNCFC nominated officer from time to time.

2.12 TA/DA Entitlement: The ALPs/Consultants/HW/SW Expert will have to go on domestic tours for the project related work. The TA/DA Entitlement for the Contractual staff will as per the following specifications.

**Table 3. TA/DA Entitlement**

Type of Contractual Staff	Monthly Emolument (Rs)	TA/DA Entitlement
ALP	50000-75000	Equivalent to 5400 GP (as per 6 <sup>th</sup> CPC)*
Consultant	1,00,000	Equivalent to 7600 GP (as per 6 <sup>th</sup> CPC)*
H/w or S/W Expert	27000-39000	Equivalent to 4800 GP (as per 6 <sup>th</sup> CPC)*

**\*Conditions will apply on this and subject to approval of the competent authority**

**2.13 QUALIFICATIONS & EXPERIENCE OF ALP, H/W or S/W Expert and Consultant:**

2.13.1 Total ALPs deployment: Service Provider will deploy the required number of qualified Personnel to meet the contractual obligation for smooth running of ALP Services.

2.13.2 Requisite qualifications: ALP should have following qualifications:

a) Computer Experts with Image Processing & GIS Experience

**Qualification for S/W Expert** : M.E./M.Tech. in Computer Engineering with minimum 6 Months experience or B.E./B.Tech. in Computer Engineering with 2 years experience in Computer System Management or Computer Hardware/Software/ Network maintenance.

**Qualification for H/W Expert** : Science Graduate with PG Diploma in Computer Applications, atleast 6 months Diploma in Computer h/w.

b) Agriculture Analysts

**Qualification:** M.Sc. in Agriculture with specialization in Agronomy/Crop Physiology/ Agrometeorology/Agronomy/ Agricultural Physics/Horticulture or M. Sc. Environmental Science  
**Experience:** At least 1 Year experience, post qualification, in Remote Sensing & GIS data analysis or Crop Yield Modelling

c) Statistics Analysts

**Qualification:** M.Sc. in Statistics/Agricultural Statistics  
**Experience:** At least 1 Year experience, post qualification, in Remote Sensing & GIS data analysis or Statistical Data analysis

d) RS/GIS Analysts

**Qualification:** M.Sc./M. Tech/ M. Sc (Tech) in Remote Sensing & GIS/ Geomatics/ Geoinformatics/Spatial Information Science

**Experience:** At least 1 Year experience, post qualification, in Remote Sensing & GIS data analysis, preferably applications related to agriculture/environmental science and use of optical and microwave data

2.13.3 **Selection criteria for ALP:** After initial screening and short-listing (based on the criteria defined by MNCFC) at the Service Provider's level, the Service Provider will arrange for a written test and personal interview of ALP Personnel. MNCFC's decision will be final and binding on Service Provider.

**2.13.4 Qualifications & Experience of Consultant**

- Ph. D. degree in any branch of Agriculture or related subjects (Botany/ Physiology/ Ecology/ Environmental Science)
- At least 10 years' experience in managing national level projects in Agriculture/ Horticulture
- Experience in Applications of Remote Sensing & GIS or Field level implementation of Horticulture Programmes

2.13.5 **Selection criteria for Consultant:** After initial screening and short-listing (based on the criteria defined by MNCFC) at the Service Provider's level, the Service Provider will arrange for interview of Consultant. MNCFC's decision will be final and binding on Service Provider.

**2.14 The ALPs, Consultants and HW/SW Expert, already working with MNCFC (on contractual basis), will be given preference for recruitment by the Service Provider.**

**3.0 TOTAL ALP SERVICES WORKLOAD**

3.1 The workload for the projects will be divided into "ALP months".

3.2 One "ALP month" is defined as "One Analyst Level Personnel Unit (ALPU)".

3.3 Minimum work load per year is 264 ALPU (22 persons for 12 months) and the maximum work load is 360 ALPU (30 persons for 12 months).

3.4 For accounting purpose, one ALPU is equivalent to the work performed by an ALP on all working days in a month (nominal 22 days per calendar month).



3.5 Service Provider is required to submit a clear and unambiguous undertaking that MNCFC approved minimum amount will be paid to ALP on monthly basis.

3.6 Service Provider is required to quote only the Outsourcing Management Rate or Administrative Charges (OMR) for 1 ALP Services Unit, which is the additional rate over and above 1 ALPU rate mentioned at para 2.5. The OMR per ALP per month represents the Management or Administrative charges/ overheads / other costs etc. to be paid by MNCFC/ DAC&FW to Service Provider. The OMR for Consultant should be same as that of ALP.

3.7 Quotations are invited for tenure of Minimum of Three (03) years from the date of contract.

3.8 MNCFC reserves the right to split the workload and enter into ALP Service Contracts with more than one Service Provider under this RFP.

3.9 The SP will depute the manpower within one month of the issue of the Work Order but not before 1<sup>st</sup> April, 2017.

#### **4.0 SELECTION CRITERIA FOR ALP SERVICE PROVIDERS**

Under this Contract, the Service Provider will be providing ALP/Consultant Services to FASAL/CHAMAN/Rice-Fallow or any other future project of MNCFC/ DAC&FW. For analysis activities under ALP services, MNCFC will support / provide in-house facilities like workstations/PCs, reference material, algorithm and format documents. As continuous interactions with MNCFC Scientist/Technical personnel are required, the ALPs will be required to work within MNCFC (or other pre-defined) premises..

To meet the above-mentioned requirements and mode of working envisaged, the Service Provider shall meet the following minimum requirements in order to technically qualify:

**4.1 Company Registration:** Service Provider must be an Established company registered under Indian Company Act-1956, in existence for a minimum of 3 years on the date of issue of this tender, with necessary experience in providing such Analyst/Consultant Level Personnel Services (Attach relevant P.O. copies, documents etc.)

**4.2 Local Presence and Office Set-up:** Service Provider's Own Establishment / Office must be located in New Delhi or within 50 km radius of New Delhi. Service Provider should provide all local contact information like address, landline phone, fax, mobile numbers, email-ID etc.

**4.3 Annual Turn Over and Taxation:** Service Provider should have a **Minimum annual turnover of Rs. 6.0 crore per year** (Income Tax returns or Audited Financial statements of last three years with PAN or such other relevant documents required as proof), in the field of "Scientific/Technical Services" for last 3 years. He should attach relevant documents, Purchase Order copies, service satisfaction certificates, etc. with technical bid.

**4.4 Technical Staff Strength:** Service Provider must have a Minimum existing technical Staff (Analyst/Scientist/Technical) strength of at least 50 (fifty) persons. Service Provider has to provide the list of regular ALP employees with their qualifications, experience etc. along with the technical proposal. The list of regular employees available with Service Provider for similar Contracts has to be clearly listed separately.

**4.5 Office Facilities:** Service Provider should have the following minimum facilities at his establishment to support the technical staff of 50 persons.

4.5.1 Professional Office set-up, Laptop /Desktop computer with net facility, means of communication like landline, fax etc along with professionally managed staff of at least 50 persons.

**4.6 ISO Certification:** Service Provider shall attach Certification from reputed user agencies, ISO/High-level quality service certification in the relevant area, if available.

**4.7 Deployment strategy:** Service Provider should clearly indicate in the technical bid, the proposed ALP deployment strategy with respect to current & new requirements and mechanism to ensure minimum level of absenteeism.

**4.8 Company Credentials:** Service Provider is required to enclose the following necessary documents along with technical bid to substantiate the above Service Provider selection criteria, failing which technical bid will not be considered or evaluated:

4.8.1 Latest Copy of Registration of the firm of the contractor as Service provider indicating Registration No., date and its validity.

4.8.2 Income-Tax PAN No, and Service Tax No.

4.8.3 Copy of ESI Registration Certificate including ESI Registration Number (ESI Code Number)

4.8.4 Copy of employer's EPF Code No. and certificate if any issued by EPF authorities, and returns submitted to the EPF authorities

**4.8.5 Solvency Certificate from a Scheduled bank**

**4.9 Non Black-listed company:** Service Provider's Company/firm should not have been banned or black-listed by any agency including Government/ Public Sector / Financial Institutions / Court.

**4.10 MNCFC team's visit to Company:** If required MNCFC Officers may visit the Service Provider's premises for verification of information related to work orders/space/manpower etc. and other infrastructure facilities claimed. The technical bid of Service Provider, who is not able to substantiate/satisfy the technical requirements laid down in this RFP, is liable to be rejected.

4.11 Reservation of right in awarding Contract: MNCFC/DAC&FW reserves the right to accept or reject any offer fully or partly without assigning any reasons. MNCFC/DAC&FW RESERVES THE RIGHT TO REJECT ANY BID, AND TO ANNUL THE BIDDING PROCESS AND REJECT ALL BIDS AT ANY TIME, WITHOUT THEREBY INCURRING ANY LIABILITY TO THE AFFECTED BIDDER(S) OR ANY OBLIGATION TO INFORM THE AFFECTED BIDDER(S) OF THE GROUNDS FOR SUCH DECISION.

## **5.0 CONTRACT MANAGEMENT**

### **(A) RESPONSIBILITIES OF THE SERVICE PROVIDER**

- 5.1 Service Provider will submit the list of short listed Candidate (Indian National only) in the ratio of at least 1:5 so as to give MNCFC a choice in selecting the Candidate to be deployed along with their bio-data and other personal details like residential address, contact phone/mobile Nos., etc.
- 5.2 Service provider will make necessary logistic arrangements for the written test and interview of the candidates.
- 5.3 The Service Provider will deploy the candidates to carry out the work from the MNCFC approved list only.
- 5.3 Service Provider will ensure that all the candidates deployed in MNCFC are bonafide employees of the Service Provider having valid vendor's Identification card with photograph. The Service Provider can-not subcontract this work to any other entity or agency.
- 5.4 Service Provider is required to obtain the Police Verification of the deployed candidates at his own expenses and submit the same to MNCFC authorities. Service provider has to ensure that candidates should be Indian National only.
- 5.5 Service Provider will deploy the ALPs/Consultants to carry out the work from 1<sup>st</sup> April, 2017 after fulfilling other terms and conditions like police verification etc.
- 5.6 Service Provider must employ ALPs/Consultants in sufficient numbers to take care of the additional or extra workload that may arise from time to time, during the contract duration within the limits defined under section 3.0 of this RFP. Service Provider should be able to provide any additional ALP/Consultant support within short notice but not exceeding two weeks. MNCFC also reserves the right to decrease or increase the numbers of ALPs at any time.
- 5.7 Service Provider will ensure that the ALPs/Consultants deployed by him at MNCFC are available for the respective project work for the total duration of the contract and frequent changes of the personnel to be avoided. In unavoidable situations, the Service Provider has to inform MNCFC in advance (minimum one month) regarding replacement of ALP.
- 5.8 There should not be any break in ALP/Consultant Services provided due to absence of any personnel for a prolonged (not more than 15 days) period. The Service Provider has to ensure suitable replacement with stipulated qualification, experience and expertise at the earliest and within 7 days for the same.

- 5.10 Service Provider shall be responsible for the good conduct of the personnel employed by him. The Service Provider will be responsible for and liable to pay compensation for any damage or loss to the property of MNCFC as a result of negligence / carelessness of any of his employees. This amount shall be recovered from the payment due to the Service Provider.
- 5.11 MNCFC will not be responsible for any contingency arising out of the deployment of the Service Provider's personnel in MNCFC premises. The Service Provider will be responsible for the safety of the deployed ALP. MNCFC shall not be responsible for any accident/injury/loss of life of Service Provider's ALP due to natural calamities, accidents etc. The Service Provider shall submit an Indemnity Bond, indemnifying MNCFC/ DAC&FW from any claims that may be filed by the staff deployed by the Service Provider, against accidents/loss/injury that may arise during their stay at MNCFC premises.
- 5.12 Service provider shall make his own arrangements for conveyance & other logistics requirements for ALP/Consultant. DAC&FW reserves the right to issue directions regarding replacement of any staff assigned to work on the site by suitable qualified staff, in the event that the particular staff hired by the Service Provider is determined to be incompetent or loses the confidence of DAC&FW.
- 5.13 Service Provider is required to replace immediately or within 7 days, the ALP/Consultant found unfit or unsuitable for the work assigned, during the tenure of the contract.
- 5.14 Service Provider and his employees shall abide by the security guidelines and rules followed in MNCFC from time to time. Whenever the Service Provider or his employees have to enter MNCFC, they should carry entry passes, issued by MNCFC & identity card provided by the service provider; and should produce the same as and when demanded. Their movement shall be restricted to only those places / Offices / laboratories where they are authorized to enter and work.
- 5.15 Service Provider will be required to adhere by the law of the land, in writing, with respect to protection of employees' rights and benefits while servicing this Contract.
- 5.16 Service Provider will also be required to adhere by the **applicable statutory rules and laws of the land, laid down by Government of India and Government of Delhi** regarding the wages, benefits and rights for these ALPs like PF/ESI/Medical Insurance Contributions, monthly wage statement leave statement, income tax deductions, etc. If required, MNCFC reserve the right to evolve a joint mechanism with the Service Provider for grievance redressal of ALP.

**(B) RESPONSIBILITY OF MNCFC-IN-CHARGE**

- MNCFC will designate an Officer-In-Charge who will be the overall coordinator and supervisor for matters pertaining to Service Provider.
- As the analysis works are to be carried out for different components of FASAL/CHAMAN/Rice-Fallow and any other project of MNCFC, ALP/Consultant will work as per the instructions from respective Project-In-Charge on day-to-day basis.
- MNCFC would provide necessary training to all ALPs

- **MNCFC reserves the right to increase or decrease, on need basis, the requirements and duration of services originally specified in the RFP document at the time of award or subsequently during execution of the project.**

## **6.0 GENERAL TERMS AND CONDITIONS**

- 6.1 Security norms for handling MNCFC material: As regards the security of handling of material/equipment and sensitive data/ files at the system site, the arrangement will be worked out by MNCFC Officer-In- Charge. The ALP/Consultant of Service Provider will strictly follow the procedures so worked out.
- 6.2 Right to disqualify ALP: MNCFC reserves right to disqualify any of the Service Provider's ALP/Consultant deployed for various reasons like technical incompetence, indiscipline, irregularity, insincerity, disobedience, doubtful credentials/ integrity etc.
- 6.3 Intellectual Property Rights (IPR): Work carried out by the Service Provider through his personnel will remain the sole property of MNCFC. Neither the Service Provider nor his personnel, carrying out the development work will claim any intellectual property rights on such works. The Intellectual property rights relating to the design and code given to and code/services received from the Service Provider selected shall remain the exclusive property of MNCFC. Service Provider or Personnel deputed by the Service Provider at MNCFC shall make no attempt to unlawfully reveal, misuse or encroach upon the intellectual or private data/ information/ Computer systems at MNCFC to which they may have access to, as part of the work carried out.
- 6.4 Confidentiality agreement: Service Provider shall not reveal, divulge, transfer or disclose the information relating to the code, design, processes, algorithms, flow charts, figures, pseudo code etc., that are exclusively provided by MNCFC for its (MNCFC's) own requirements, to any third party Service Provider shall not, without prior written consent from MNCFC, use such information for any purpose other than for fulfilling obligations under the Contract to be placed. Service Provider undertakes to restrict the access of non-Service Provider personnel and other customers/ visitors to their establishment, to any of the details of the job being performed under this Contract.
- 6.5 Non- disclosure agreement (NDA): Service Provider shall maintain absolute secrecy and security of the figures, flow charts, pseudo code, reference code etc., provided by MNCFC for the purpose of design, development, conversion, coding, implementing and testing or stored on various computing systems at MNCFC. Service Provider shall return the original and copies of the same to MNCFC after completion of the work. The technical information / papers / drawings to be provided by MNCFC from time to time, are for the execution of this Contract only; and should not be used / copied / reproduced / published in any form or disclosed to third party, by the Service Provider or his personnel. Thus, the Service Provider is required to sign a Non-Disclosure Agreement (NDA) with MNCFC. Service Provider will also be responsible for any violation or infringement of NDA by his personnel.
- 6.6 Fall Clause: The rates charged by the Service Provider for the ALP work, shall in no event exceed the lowest rates charged for the services of identical description, to any other party during the validity

of the agreed rates. If, at any time during the said period, the Service Provider reduces the rates for the work to any other party, he shall forthwith notify such reduction of rates applicable to the undersigned and the rates payable under this contract for the services shall stand correspondingly reduced.

- 6.7 ESI / EPF coverage for ALP: The Service Provider shall comply with the statutory rules connected with Medical Insurance (ESI) and Provident Fund (EPF) and should be registered with the concerned authorities. In case of employees who opt for or are otherwise liable for EPF deduction from their salaries, MNCFC shall pay employers contribution for such employees on submission of supporting documents filed in the office of EPF Commissioner. Similarly ESI payment shall also be reimbursed on submission of relevant documents.
- 6.8 Failure of Payment to ALP: A guaranteed consolidated amount specified at para 2.4 shall be payable to each ALP by the Service Provider on or before 10th of every month by cheque or deposit in their bank account. Failure to pay the specified amount to ALPs including bouncing of cheques issued by the Service Provider will be viewed seriously and on receipt of such reports / complaints, no further payment will be released to the Service Provider unless documentary evidence is produced to establish to the satisfaction of the "MNCFC Officer-In-Charge" that all the ALPs have been paid their rightful dues and no payments are outstanding in this regard.
- 6.9 No obligation on MNCFC for permanent employment: Under no circumstances shall the ALP /Consultant deployed by Service Provider claim any right of employment, regular or otherwise, at MNCFC or DAC&FW/MOAFW and related establishments, during and after the end of the contract period. The scope of this Contract is restricted only to outsourcing of ALP services.**
- 6.10 General terms & conditions: All other standard commercial terms and conditions of MNCFC/ DAC&FW, Government of India for a tender of similar nature shall also be applicable.
- 6.11 The terms and conditions mentioned above for the ALP will be valid for H/W or S/W Expert hired through Service Provider.
- 6.12 General undertaking: Service Provider has to give an undertaking that he agrees to all terms & conditions enunciated in the RFP as per Format -1.

## **7.0 ARBITRATION IN CASE OF DIFFERENCES OF OPINION**

Any disputes that arise during the execution of contract will be mutually discussed and settled between MNCFC Contract-In-Charge and Service Provider. Any dispute that remains unresolved thereafter will be referred to a one man Arbitrator, appointed by Director, MNCFC, New Delhi in accordance with Arbitration & Conciliation Act 1996 as amended, whose decision shall be final and binding on both the parties.

## **8.0 DURATION OF CONTRACT**

- 8.1 **Period of Contract and scope for extension:** Initial contract will be for Three (03) years. The Contract may be further extended (max upto another 2 years) depending on the need and

exigencies subject to the agreed quality of ALP Services and other applicable terms and conditions.

- 8.2 **Performance Review of ALPs:** The performance of ALP Services will be reviewed for initial three months. Depending upon the performance assessment, ALP contract will be continued for the remaining period. In any case, MNCFC reserves the right to decide the contract period at the time of award of contract.

## 9.0 MONITORING AND TERMINATION OF CONTRACT

- 9.1 **Periodic reviews by MNCFC:** An officer of MNCFC who will be designated as Officer-In-charge shall carry out periodic reviews of the progress of the work at various stages during the contract duration. The Service Provider is required to provide all necessary information and cooperation, as and when solicited by MNCFC or the officer identified for this purpose.
- 9.2 **Contract termination and reduction of scope of services:** MNCFC reserves the right to terminate the Contract or reduce the scope and number of deployed ALPs any time within the Contract duration at short notice, if the Service Provider fails to provide satisfactory quality ALP Services or fails to comply with any of the clauses mentioned above and laid down in the contract.
- 9.3 **Possibility of more contractors:** MNCFC reserves the right to enter in to contract, with one or more ALP Service Providers, at any time during the period of this contract.

## 10.0 PAYMENT TERMS AND CONDITIONS

- 10.1 **Monthly Payment to ALPs:** Work / Services entrusted for the day shall be completed and logged by the respective ALPs in the work register. On completion of the work/project, the signature of the concerned In-Charge shall be obtained in the work register itself. The Service Provider will submit consolidated bills for the satisfactory service of the work completed on a Monthly Basis in terms of total ALP plus Outsourcing Management Rate or Administrative Charges for ALP Units (1 OMRALP) along with the attendance certificates.
- 10.2 **Submission of Bills based on Work Reports:** Payment with respect to the contract, against the consolidated bills submitted, will be made for each month, based on the extent of ALP work satisfactorily carried out the assigned works. Individual Work Reports for each ALP will be collected by the Service provider and a single consolidated bill should be submitted to MNCFC Accounts.
- 10.3 **Accounting strategy:** For accounting purpose, one ALP will be work performed by the ALP for entire duration of one month for nominal 22 days per month. MNCFC will not pay any extra remuneration or charges for the work carried out beyond Office hours and on Saturdays & Holidays, in case of exigencies.
- 10.4 **Claim of Taxes by Service Provider:** Only those taxes etc., which are legally leviable and already mentioned in tender commercial offer, will be claimed by the Service Provider and reimbursed by MNCFC as per documentary evidences.

- 10.5 EPF/ESI Contributions: The claims for reimbursement of EPF/ESI in respect of employer's contribution will be entertained only on production of original challans/bills thereof.
- 10.6 Proof of Payment to ALPs: The Service provider is required to submit the documentary proof of remittance such as acquaintance rolls submitted to bank for depositing the amount to the individual account of each ALPs, failing which the bills for subsequent periods will not be cleared and paid.
- 10.7 Penalty Clause: If the Service Provider is not able to maintain continuity in each and every individual ALP Services in any month due to absentees, attrition (persons leaving) etc. then penalty charge per absentee, equivalent to twice the OMR-ALP rate will be deducted from Service Provider's total payments for that month.
- 10.8 **Performance Bank Guarantee:** An amount equivalent to 10% of annual contract value shall be remitted through Account Payee DD/Fixed Deposit Receipt (FDR) in favour of "Pay & Accounts Officer (Extension), Shastri Bhawan, New Delhi" towards performance Bank Guarantee subject following terms and conditions.
- (A) THE ANNUAL CONTRACT VALUE CAN BE COMPUTED AS EMOLUMENT FOR EACH ALP (ON AN AVG RS. 50000) MULTIPLIED BY NUMBER OF ALPS (27) AND NUMBER OF MONTHS IN A YEAR (12), I.E. RS 1.62 CRORE PLUS WITH ANNUAL VALUE FOR 2 CONSULTANTS (RS. 0.24 CRORE) PLUS ANNUAL VALUE FOR 1 H/W EXPERT (~RS 0.04 CRORE). **SO THE TOTAL ANNUAL CONTRCAT VALUE IS RS 1.9 CRORE.**
- (B) THE PERFORMANCE SECURITY SHALL BE VALID FOR AT LEAST 90 (NINETY) DAYS BEYOND THE COMPLETION OF CONTRACT PERIOD AND SHALL BE DENOMINATED IN INDIAN RUPEES PAYABLE AT NEW DELHI, ISSUED BY A SCHEDULED BANK IN INDIA THROUGH ITS BRANCH IN NEW DELHI, INDIA.
- (C) THE PROCEEDS OF THE PERFORMANCE SECURITY SHALL BE PAYABLE TO MNCFC AS COMPENSATION FOR ANY LOSS RESULTING FROM THE SERVICE PROVIDER'S FAILURE TO COMPLETE ITS OBLIGATIONS UNDER THIS BID. MNCFC SHALL NOTIFY THE SERVICE PROVIDER IN WRITING OF ITS INVOCATION OF ITS RIGHT TO RECEIVE SUCH COMPENSATION WITHIN 15 DAYS, INDICATING THE REASONS FOR WHICH THE SERVICE PROVIDER IS IN DEFAULT.
- (D) THE PERFORMANCE SECURITY SHALL BE DISCHARGED BY MNCFC AND RETURNED TO THE SERVICE PROVIDER WITHIN 30 DAYS FROM THE DATE OF FINAL CERTIFICATE CERTIFYING THE FULFILMENT OF THE PERFORMANCE OBLIGATIONS UNDER THIS BID.
- (E) THE SERVICE PROVIDER SHALL FURNISH AMENDMENT TO THE PERFORMANCE SECURITY, IF REQUIRED, WITHIN 15 DAYS OF NOTIFICATION.
- 10.9 Insurance to MNCFC towards damage by ALPs: The Service Provider will be responsible for and liable to pay compensation for any damage or loss to the property of MNCFC as a result of negligence / carelessness of any of his employees. This amount may be deducted from the payments made at the end of that month.



10.10 Income Tax deduction for ALPs: Applicable Income Tax on the payment made to the service providers will be deducted or recovered at source on monthly basis as per Income Tax act.

## 11.0 SUBMISSION OF TECHNICAL AND FINANCIAL BIDS

### **Bid Process Schedule: Bid process schedule has been mentioned in the Notice inviting the Tender**

11.1 This is a two-part tender enquiry. The Quotations are invited in two parts, separately, from experienced Service Providers, who can provide efficient Services of highest standards:

11.1.1 **Part-I: Technical Bid:** This should contain (a) Technical Details covering all the technical aspects and compliance table (See Annexure-I) along with following documents;

- a) A brief profile of firm mentioning address of its registered head office, address of local office in Delhi, Contact no. (Mobile, landline, fax and email id), names of important persons who may be contacted etc.
- b) Bid security of Rs. **4,00,000/-** or registration certificate of the Central Purchase Organization, or NISC.
- c) Certificate of Incorporation/ Registration of Firm/ Memorandum and Articles of Association/ Partnership Deed/ Proprietorship Deed/ Declaration of Proprietorship etc. as the case may be.
- d) Copy of PAN/TAN numbers.
- e) Copy of Income Tax Return for last two Financial Years i.e. FY 2013-14 and 2014-15.
- f) Audited accounts (Balance Sheet and Profit and Loss Account etc.) for the last three years.
- g) Any document which can be taken as proof of similar type of activity /assignment completed or doing presently with other organization.
- h) Copy of Service Tax Registration Certificate.
- h) Certificate by the Bidder to the effect that the firm is not blacklisted by any Govt. Organization/ DGS&D/ NCCF / PSU.
- i) Tender Acceptance Letter on firm's letter head which should be filled, signed and stamped/certified properly.
- j) Copies of experience certificates/order for award of contract for related services with other Ministries/Departments

Documents listed above must be properly scanned such that they are clearly readable/ legible as the poorly scanned documents may render the bid unresponsive at technical stage. In addition to providing all details as per this RFP, Service Provider is required to fill up the compliance table given as Annexure-I and attach this along with the technical bid. If Service Provider fails to submit this Compliance Table, his offer is liable to be rejected. The Offer of Service Provider giving any false information, in response to information sought in this RFP, shall be summarily rejected.

11.1.2 **Part-II: Financial Bid:** The financial bid shall contain the price schedule (Bill of quantity/price bid) to be submitted online in pdf format (**Format 6**) available in the tender document. Bidders have to prepare this Performa on their letter head with filled rates and upload in the second cover i.e. 'Financial Bid Cover' on CPP portal. Bid price in any other format is not acceptable and will result in disqualification of tender at financial bid stage.

**Note: Upload the price bid only in the second bid named Financial Bid for Service Provider**

11.1.3 The rate quoted by the bidder shall be revised only on account of statutory revision in the Service Tax etc.

11.1.4 The rate quoted shall remain valid for 150 days from the date of opening of Financial Bid and in respect of accepted Bid the prices quoted shall remain valid during the entire period of contract.

11.1.5 If required by any Division or Attached/Subordinate Office or Autonomous Organization under Ministry of Agriculture & Farmers' Welfare, the successful bidder needs to provide the services for the similar activity at the same rate and terms & conditions as accepted under this bidding process, during the contract period.

#### **11.1.6 Clarification on Bidding Documents**

Bidders, requiring clarification on the Tender Document may submit queries/ clarifications, if any, to MNCFC in writing, at the address indicated above, not later than **March 03,2017**.

#### **11.1.7 Amendment of Bidding Documents**

- (a) At any time prior to the deadline for submission of bids, MNCFC, for any reason, whether at its own initiative or in response to the clarifications requested by prospective Bidders may modify the bidding documents by issuing amendment(s).
- (b) All eligible Bidders (those who have attended pre-bid meeting) will be notified of the amendment(s) through E-mail or on the MNCFC website ([www.ncfc.gov.in](http://www.ncfc.gov.in)), eProcurement site not later than **March 06, 2017**, and these will be binding on them. Therefore, Bidders are requested to visit the said portal on regular basis for checking necessary updates.
- (c) In order to allow bidders a reasonable time to take the amendment into account in preparing their bids, MNCFC, at its discretion, may extend the deadline for the submission of bids.

#### **11.1.8 Language of Bid and its Authentication**

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and DAC&FW shall be written in English. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in English. For the purposes of interpretation of the bid, the translation shall govern. Information supplied in another language without proper translation shall be rejected.

The original and all copies of the Bid shall be type written and shall be signed by a person or persons duly authorized to bind the Bidder to the Contract. The letter of authorization shall be supported by a

written power-of-attorney accompanying the Bid. The person or persons signing the bid shall initial all pages of the bid, except for the un-amended printed literature.

### **11.1.9 Bid Security (Earnest Money)**

- (A) THE BIDDER SHALL FURNISH **IN A SEPARATE ENVELOP**, BEFORE THE DATE OF TECHNICAL BID OPENING, A BID SECURITY FOR THE AMOUNT OF RS. **4,00,000/-** (RUPEES FOUR HUNDRED THOUSAND ONLY) IN FORM OF ACCOUNT PAYEE BANK DRAFT VALID FOR A PERIOD OF **120 DAYS** FROM THE DATE OF OPENING OF BID.
- (B) THE BID SECURITY SHALL BE IN INDIAN RUPEES AND SHALL BE IN THE FORM OF ACCOUNT PAYEE BANK DRAFT IN FAVOUR OF "Pay & Accounts Officer (Extension), Shastri Bhawan, New Delhi", NEW DELHI, ISSUED BY A SCHEDULED BANK IN INDIA AND HAVING AT LEAST ONE BRANCH OFFICE IN NEW DELHI, INDIA.
- (C) UNSUCCESSFUL BIDDER'S BID SECURITY WILL BE DISCHARGED OR RETURNED WITHIN THIRTY (30) DAYS AFTER THE EXPIRATION OF THE PERIOD OF BID VALIDITY.
- (D) THE SUCCESSFUL BIDDER'S BID SECURITY WILL BE DISCHARGED UPON THE BIDDER FURNISHING THE PERFORMANCE GUARANTEE.
- (E) THE BID SECURITY MAY BE FORFEITED EITHER IN FULL OR IN PART, AT THE DISCRETION OF MNCFC/DAC&FW, ON ACCOUNT OF ONE OR MORE OF THE FOLLOWING REASONS:
- i The Bidder withdraws their Bid during the period of Bid validity specified by them on the Bid letter form
  - ii During the bid process, if a Bidder indulges in any such deliberate act as would jeopardise or unnecessarily delay the process of bid evaluation and finalisation. Violates any of such important conditions of this RFP document or indulges in any such activity as would jeopardize the interest of the DAC&FW.
  - iii Does not accept the correction of errors pursuant to Section 11.1.7
  - iv Bidder does not respond to requests for clarification of his Bid.
  - v Bidder fails to cooperate in the Bid evaluation process, and
  - vi In case of a successful Bidder, the said Bidder fails:
    - to sign the Contract Agreement in time; or
    - to furnish Performance Guarantee

The decision of the client regarding forfeiture of the Bid Security shall be final & shall not be called upon question under any circumstances

11.2 Offer Validity: The offer should be valid for a minimum period of 120 days from the due date of opening of the tender.

11.3 Legibility in Quotation: Corrections, if any, must be attested. All amounts shall be indicated both in words as well as in figures. Where there is a difference between amounts quoted in words and figures, amount quoted in words shall only be considered.

11.4 Nomination of Representative: Service Provider is required to give the name of Contact person from his side for all relevant communications/interactions regarding this contract. The authority of person signing tender offer, should be produced, if required.

11.5 Banker Information: Service Provider should provide along with the offer, the name of his bankers.

11.6 Receipt of Tender in Time: Late or delayed tender offers shall not be considered. Therefore, please ensure that the tender is posted well in time to reach us before the due date.

11.7 No Conditional Discounts/ Terms: No conditional discounts and terms will be allowed.

11.8 MNCFC team's visit to Company: If required MNCFC Officers may visit the Service Provider's premises for verification of information related to work orders/space/manpower etc. and other infrastructure facilities claimed. The technical bid of the Service Provider, who is not able to substantiate/satisfy the ALP requirements laid down in this RFP, is liable to be rejected. In any case, MNCFC reserves the right to accept or reject any quotation fully or partly without assigning any reasons.

11.9 Tax deduction for Service Provider: All taxes etc., which are legally leviable and intended to be claimed, should be distinctively mentioned in the tender commercial offer. The taxes etc. as applicable on such contract in the state of Delhi should be accounted for. Where this is not done, no claim on these accounts would be admissible later.

11.11 The price bid offer (Annexure-II) of those Service Providers only will be considered who satisfy selection criteria and who have given all information as required in the RFP including Compliance Table given as Annexure-I. The Service Provider must meet necessary statutory and legal compliances. MNCFC will not be responsible for any legal action arising out of non-compliance to statutory and other similar legal compliances.

11.12 Closing Date: Tender bids shall be submitted as above without fail, on or before due date.

11.13 Cost of Bidding: The Bidder shall bear all costs associated with the preparation and submission of the Bid, and **MNCFC** will, in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. Bidder is expected to examine all instructions, forms, terms, specifications, and other information in the RFP. A bid submitted not in accordance with the requirement of this RFP shall be deemed to be non responsive and shall be summarily rejected.

#### 11.14 Minor Deviation Clause:

The MNCFC may relax a very minor deviation in Technical Bid as far as point to point adherence is concerned, so long as the deviation is suitably compensated or exceeded by any other higher specification or essential parameter to such an extent that the overall performance or services related capability do not get compromised. The decision of MNCFC in this regard shall be final and shall not be called upon to question under any circumstances.

### **12. MODIFICATION AND WITHDRAWAL OF BIDS**

The bidder can modify or withdraw his bid any number of times before last date and time for submission of bids.

### **13. OPENING OF BIDS**

13.1 Technical bids will be opened by the Bid Opening Committee constituted for this purpose by the Centre. Bids will be opened online through CPP portal. Also the bidders can participate online during the bid opening process from their remote end through their dashboard. In case the bidder, or his/her representative, wants to attend the bid opening meeting, they must bring the copy of 'Bid Submission ID' generated after successful submission of bid and also intimate the Centre beforehand about their desire to attend the meeting.

13.2 A maximum of two representatives for any bidder shall be authorized and permitted to attend the bid opening process physically.

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

13.4 Financial bids of the technically qualified bidders will be opened by the Bid Opening Committee, date, time and venue of which will be intimated to them through CPP portal.

## 14. INSTRUCTIONS FOR ONLINE BID SUBMISSION

*Instructions to the bidders to submit the bids online through the central procurement portal for e procurement at <http://eprocure.gov.in/eprocure/app>*

- 1) *Possession of valid digital signature certificate (DSC) and enrolment/registration of the contractors/bidders on the e-procurement/e-tender is a prerequisite for e-tendering.*
- 2) *Bidder should do the enrolment in the e-procurement site using the 'online bidder enrolment' option available on the home page. Portal enrolment is free of charge. During enrolment/registration, the bidders should provide the correct/true information including valid email id. All the correspondence shall be made directly with the contractor/bidders through email id provided.*
- 3) *Bidder needs to login to the site through their user id/password chosen during enrolment/registration.*
- 4) *Then the digital signature certificate (class ii or class iii certificates with signing key usage) issued by SIFY/TCS/nCode/eMudra or any certifying authority recognized by CCA India or eToken/SmartCard, should be registered.*
- 5) *The DSC that is registered only should be used by the bidder and should ensure safety of the same.*
- 6) *Contractor/bidder may go through the tenders published on the site and download the required tender documents/schedules for the tenders he/she is interested.*
- 7) *After downloading/getting the tender document/schedules, the bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.*
- 8) *If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidder should take into account the corrigendum published before submitting the bids online.*
- 9) *Bidder then logs in to the site through the secured log in by giving the user id/password chosen during enrolment/registration and then by giving the password of e-token/smartcard to access DSC.*
- 10) *bidder selects the tender which he/she is interested in by using the search option & other moves in to the 'any tenders' folder.*
- 11) *From my tender folder, he selects the tender to view all the details indicted.*
- 12) *It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully an upload the documents as asked; otherwise, the bid will be rejected.*
- 13) *Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in pdf/sls/rar/jpg/dwf formats. if there is more than on document, they can be clubbed together and can be provided in the requested format. Bidders bid documents may be scanned with 100 dpi with black and white option. It is advisable that each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2 MB, it can be reduced through rar and the same can be uploaded, if permitted. However, if the file size is less than 1 MB the transaction uploading time will be very fast.*

- 14) *If there are any clarifications, this may be obtained through the site, or during the pre-bid meeting if any. Bidder should take into account the corrigendum published from time to time before submitting the online bids.*
- 15) *The bidders can update well in advance, the documents such as certificates, annual report details etc., under my space option and these can be selected as per tender requirements and then send along with the bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.*
- 16) *Bidder should submit the tender fee, EMD as specified in the tender. The original should be posted/couriered/given in person to the tender inviting authority, within the bid submission due date & time for the tender or as indicated in the tender. Scanned copy of the instrument should be uploaded as part of the offer.*
- 17) *While submitting the bids online, the bidder reads the terms & conditions and accepts the same to process further to submit the bid packets.*
- 18) *The bidder has to select the payment option as offline to pay the tender fee/EMD as applicable to enter details of the instatements.*
- 19) *The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the date entered during bid submission time. Otherwise submitted bid will not be acceptable or liable for rejection.*
- 20) *The bidder has to digitally sign and upload the required bid documents one by one as indicated. bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including general conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.*
- 21) *The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.*
- 22) *If the price bid format is provided in a spread sheet file like boq-xxxx.xls, the rates offered should be entered in the allowed space only and uploaded after filling the relevant columns. The Priced-bid/BoQ template must not be modified/replaced by the bidder; else the bid submitted is liable to be rejected for the tender.*
- 23) *The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per service system clock). The TIA will not be held responsible for any sort of delay or difficulties faced during the submission of bid online by the bidder at the eleventh hour.*
- 24) *After the bid submission (i.e. after clicking "freeze bid submission" in the portal), the acknowledgment number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry to participate in the bid opening date.*
- 25) *The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidder should follow this time during bid submission.*
- 26) *All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the security of the data. The data entered will not be viewable by*

*unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.*

- 27) Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.*
- 28) The confidentiality of the bids is maintained since the secured socket layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.*
- 29) The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (x) exist option in the browser.*
- 30) For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. Parallely for any further queries, the bidders are asked to contact over phone:1-800-233-7315 or send a mail over to [-cPPP-nic@nic.in](mailto:-cPPP-nic@nic.in)*



## ANNEXURE-I

### TECHNO-COMMERCIAL COMPLIANCE TABLE

**THE SERVICE PROVIDER SHOULD GIVE RELEVANT DETAILS WHEREVER REQUIRED IN THE FOLLOWING COMPLIANCE TABLE AND NOT SIMPLY FILL IN THE ANSWERS AS “YES” OR “COMPLIED”. THE SERVICE PROVIDER / SERVICE PROVIDER SHOULD ALSO SUPPORT THE COMPLIANCES BY NECESSARY DOCUMENTARY EVIDENCES ALONG WITH THE TECHNICAL BID ONLY, FAILING WHICH HIS BID WILL NOT BE CONSIDERED.**

S.NO.	DESCRIPTION	COMPLIANCE STATUS & REMARKS
1	HAS THE SERVICE PROVIDER SUBMITTED THE TENDER IN TWO SEPARATE PARTS? ONE PART CONTAINING TECHNICAL DETAILS ALONG WITH COMMERCIAL TERMS AND CONDITIONS SUBMITTED TOGETHER? HAS SERVICE PROVIDER SUBMITTED ALL TECHNICAL LITERATURE/LEAFLETS/ DOCUMENTS/PURCHASE ORDERS/TENDER FEE/BID SECURITY ETC. ALONG WITH THE TECH. PROPOSAL? SERVICE PROVIDER SHOULD NOT INCLUDE ANY PRICE BID RELATED INFORMATION IN THIS TECHNICAL BID. <b>(PL. REFER SECTIONS 11.0 AND 11.1)</b>	
2	HAS THE SERVICE PROVIDER SUBMITTED PRICE BID ALONE SEPARATELY? <b>(PL. REFER SECTION 11.1.2 AND FORMAT 6)</b>	
3	HAS THE SERVICE PROVIDER UNDERSTOOD THE DEFINITION OF ONE ANALYST LEVEL PERSONNEL (1 ALP) AND THE OUTSOURCING MANAGEMENT RATE OR ADMINISTRATIVE CHARGES FOR 1 ALP SERVICES WORK UNIT (1 OMR-ALP), AND QUOTED IN REQUIRED FORMAT IN THE COMMERCIAL PRICE BID OFFER? <b>(PL. REFER SECTIONS 2.0, 3.0, 11.1.2 AND FORMAT 6)</b>	
4	HAS THE SERVICE PROVIDER AGREED TO GIVE WRITTEN UNDERTAKING THAT THE MENTIONED MINIMUM AMOUNT FIXED BY MNCFC/ DAC&FW 11 ALPS AND H/W EXPERT MINUS DEDUCTIONS FOR EMPLOYEE’S PF & ESI CONTRIBUTIONS AND PRO-RATA AMOUNT FOR EACH DAY OF ABSENCE EXCLUDING HOLIDAYS, WILL BE PAID TO ALP ON MONTHLY BASIS? <b>(PL. REFER SECTIONS 2.4, 3.5, 6.8 AND FORMAT 6)</b>	
5	HAS THE SERVICE PROVIDER DISTINCTIVELY MENTIONED SEPARATELY ALL TAXES ETC. WHICH ARE LEGALLY LEVIABLE IN PRICE BID? <b>(PL. REFER SECTIONS 10.4, 11.1.2, 11.10 AND ANNEXURE-II)</b>	
6	IS THE SERVICE PROVIDER’S OFFER VALID FOR 120 DAYS FROM THE DUE DATE? <b>(PL. REFER SECTION 11.2)</b>	
7	HAS THE SERVICE PROVIDER GIVEN THE NAME OF CONTACT PERSON /CONTRACTMANAGERFROMHISIDEFORALL RELEVANT COMMUNICATIONS/ INTERACTIONS REGARDING THIS CONTRACT? <b>REFER SECTION 11.4)</b>	
8	HAS THE SERVICE PROVIDER PROVIDED THE NAME OF BANKERS? <b>(PL. REFER SECTION 11.5)</b>	
9	DOES THE SERVICE PROVIDER AGREE TO DEPLOY ALL THE ALP WITH REQUISITE QUALIFICATION AND WITH TECHNICAL EXPERIENCE AND SKILL SETS MENTIONED ? <b>(PL. REFER SECTION 2.10)</b>	
10	DOES THE SERVICE PROVIDER AGREE TO THE CONDITION THAT ALP ARE REQUIRED TO WORK DURING NORMAL MNCFC OFFICE HOURS STARTING FROM 09.30 HRS FOR NOMINAL 22 DAYS PER CALENDAR MONTH AND IN EXIGENCIES AND WHENEVER REQUIRED, THE DEPLOYED ALP ARE	

	REQUIRED TO STAY BACK AND WORK BEYOND OFFICE HOURS AND ON SATURDAYS & HOLIDAYS ? <b>(PL. REFER SECTIONS 2.6 AND 10.3)</b>	
11	IS THE SERVICE PROVIDER'S COMPANY REGISTERED UNDER INDIAN COMPANY ACT, 1956 AND IN EXISTENCE FOR A MINIMUM OF 3 YEARS ON THE DATE OF ISSUE OF THIS TENDER AND HAVE NECESSARY EXPERIENCE IN ALP OR SIMILAR SERVICES.? <b>(ATTACH RELEVANT P.O. COPIES, DOCS. ETC.) (PL. REFER SECTION 4.1)</b>	
12	DOES THE SERVICE PROVIDER OWN ESTABLISHMENT IN NEW DELHI OR WITHIN 50 KMS RADIUS OF NEW DELHI? HAS SERVICE PROVIDER PROVIDED ALL LOCAL CONTACT INFORMATION? <b>(PL. REFER SECTION 4.2)</b>	
13	WHETHER THE SERVICE PROVIDER'S COMPANY HAS MINIMUM TURNOVER OF RS.2 CRORE PER YEAR IN THE FIELD OF ANALYSIS LEVEL PERSONNEL SERVICE FOR AT LEAST LAST 3 YEARS? WHETHER RELEVANT DOCUMENTS, P.O. COPIES, SERVICE SATISFACTION CERTIFICATES FROM THE PARTIES, AND I-TAX RETURNS OR AUDITED FINANCIAL STATEMENTS OF LAST THREE YEARS WITH PAN OR OTHER RELEVANT DOCUMENTS ATTACHED ? <b>(PL. REFER SECTION 4.3)</b>	
14	WHETHER SERVICE PROVIDER HAS MIN. EXISTING TECHNICAL STAFF (SCIENTISTS/ANALYST/TECHNICAL) OF AT LEAST 50 (FIFTY) PERSONS. HAS SERVICE PROVIDER GIVEN DETAILS OF ALL REGULAR ALPS WORKING IN HIS ESTABLISHMENT? <b>(PL. REFER SECTION 4.4)</b>	
15	WHETHER THE SERVICE PROVIDER HAS THE MINIMUM FACILITIES RELATED TO COMPUTER HARDWARE & SOFTWARE ETC. AT HIS ESTABLISHMENT, TO SUPPORT HIS TECHNICAL STAFF OF 50 (FIFTY) PERSONS . <b>(PL. REFER SECTION 4.5)</b>	
16	HAS THE SERVICE PROVIDER ATTACHED CERTIFICATION FROM REPUTED USER AGENCIES, ISO/HIGH-LEVEL QUALITY SERVICE CERTIFICATION IN THE RELEVANT AREA, IF AVAILABLE ? <b>(PL. REFER SECTION 4.6)</b>	
17	HAS THE SERVICE PROVIDER SUBMITTED IN THE TECHNICAL BID, THE PROPOSED ALP DEPLOYMENT STRATEGY WITH RESPECT TO CURRENT AND NEW REQUIREMENTS AND ABSENTEES ALONG WITH TECHNICAL PROPOSAL ? <b>(PL. REFER SECTION 4.7)</b>	
18	HAS THE SERVICE PROVIDER ENCLOSED VARIOUS NECESSARY DOCUMENTS LIKE REGISTRATION DETAILS, INCOME-TAX PAN NO, SERVICE TAX NO., ESI REGISTRATION CERTIFICATE, ESI CODE NO., EPF CERTIFICATE, SOLVENCY CERTIFICATE ETC. ALONG WITH HIS TECHNICAL BID TO SUBSTANTIATE THE SELECTION CRITERIA ? <b>(PL. REFER SECTION 4.8)</b>	
19	THE SERVICE PROVIDER'S COMPANY SHOULD NOT HAVE BEEN BANNED, BLACKLISTED BY ANY GOVT DEPT./CENTRALGOVT. UNIT/PUBLIC SECTOR UNIT/FINANCIAL INSTITUTION/COURT? KINDLY CONFIRM. <b>(PL. REFER SECTION 4.9)</b>	
20	DOES SERVICE PROVIDER AGREE TO VISIT BY MNCFC OFFICERS TO HIS PREMISES FOR VERIFICATION OF INFORMATION RELATED TO WORK ORDERS/SPACE/MANPOWER ETC. AND OTHER INFRASTRUCTURE FACILITIES CLAIMED IN TECHNICAL BID? <b>(PL. REFER SECTION 4.10)</b>	
21	DOES THE SERVICE PROVIDER AGREE TO GET MNCFC APPROVAL / CLEARANCE OF THE DEPLOYED ALP SERVICES PERSONNEL? <b>(PL. REFER SECTIONS 5.1 AND 5.2)</b>	
22	DOES THE SERVICE PROVIDER AGREE FOR NOT ASSIGNING/SUB-CONTRACTING THIS ALP SERVICES CONTRACT TO ANY OTHER SUB-SERVICE PROVIDER/SERVICE PROVIDER/AGENCY? <b>(PL. REFER SECTION 5.3)</b>	
23	DOES THE SERVICE PROVIDER AGREE TO PROVIDE POLICE CLEARANCE	

	CERTIFICATE FOR ALL ALPS DEPLOYED AT MNCFC SITE UNDER THIS CONTRACT? <b>(PL. REFER SECTION 5.4)</b>	
24	WILL SERVICE PROVIDER DEPLOY THE REQUIRED ALPS AT MNCFC WITHIN 15 DAYS OF THE AWARD OF CONTRACT AFTER FULFILLING OTHER TERMS AND CONDITIONS LIKE POLICE VERIFICATION ETC? <b>(PL. REFER SECTION 5.5)</b>	
25	DOES THE SERVICE PROVIDER AGREE TO ADDING (WITHIN 2 WEEKS) / REMOVING (WITHIN 4 WEEKS) ANY ALP SERVICES PERSONNEL DURING THE TENURE OF THIS CONTRACT? <b>(PL. REFER SECTION 5.7)</b>	
26	DOES THE SERVICE PROVIDER AGREE NOT TO RE-DEPLOY THE ALP, WORKING AT MNCFC/ DAC&FW TO ANY OTHER SITE DURING CONTRACT'S TENURE AND ENSURE THEIR AVAILABILITY FOR THE TOTAL DURATION OF THE CONTRACT AND AVOID FREQUENT CHANGES OF THE ALP? <b>(PL. REFER SECTION 5.8)</b>	
27	DOES THE SERVICE PROVIDER AGREE THAT ALPS WILL KEEP DISCIPLINE AND DECORUM OF OFFICE AND ADHERE TO ALL SECURITY GUIDELINES? <b>(PL. REFER SECTIONS 5.10 AND 5.14)</b>	
28	DOES THE SERVICE PROVIDER AGREE THAT ANY LOSS OR DAMAGE, TO MNCFC PROPERTY BY THE ALPS DEPUTED BY HIM, WILL BE RECOVERED FROM THE PAYMENT DUE TO HIM AND DECISION OF MNCFC AUTHORITY WILL BE FINAL? <b>(PL. REFER SECTIONS 5.10 AND 10.9)</b>	
29	DOES THE SERVICE PROVIDER AGREE TO THE RESPONSIBILITY FOR ANY LIABILITY AND SAFETY OF ALP ENGAGED IN THIS CONTRACT ? DOES THE SERVICE PROVIDER AGREE THAT MNCFC WILL NOT BE RESPONSIBLE FOR ANY DAMAGE CAUSED TO ALPS BY ACCIDENT/NATURAL CALAMITY, EXPLOSION ETC. INCLUDING LOSS OF LIFE? <b>(PL. REFER SECTION 5.11)</b>	
30	DOES THE SERVICE PROVIDER AGREE TO ADHERE BY THE LAW OF THE LAND, IN WRITING, WITH RESPECT TO PROTECTION OF ALPS' RIGHTS AND BENEFITS WHILE SERVICING THIS CONTRACT ? <b>(PL. REFER SECTION 5.15)</b>	
31	DOES THE SERVICE PROVIDER AGREE TO ADHERE BY THE RULES/LAWS LAID DOWN BY GOVERNMENT OF INDIA AND GOVERNMENT OF DELHI REGARDING THE WAGES, BENEFITS AND RIGHTS FOR THESE ALP LIKE EPF/ESI CONTRIBUTIONS, SALARY STATEMENT, CASUAL LEAVE, BOND PERIOD AND AMOUNT, TAX DEDUCTIONS ETC.? WHETHER THE SERVICE PROVIDER IS AGREEABLE TO A JOINT MECHANISM WITH MNCFC NOMINEES FOR GRIEVANCE REDRESSAL OF ALP, IF ANY? <b>(PL. REFER SECTION 5.16)</b>	
32	DOES THE SERVICE PROVIDER AGREE TO FALL CLAUSE AND ALSO BIND HIS PERSONNEL, IN WRITING, TO THE INTELLECTUAL PROPERTY RIGHTS, CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT CLAUSES, UNDER THIS CONTRACT ? <b>(PL. REFER SECTION 6.0)</b>	
33	DOES THE SERVICE PROVIDER AGREE TO ARBITRATION CLAUSE, IN CASE OF ANY DISPUTES ARISING RELATED TO THIS CONTRACT? <b>(PL. REFER SECTION 7.0)</b>	
34	DOES THE SERVICE PROVIDER AGREE TO THE MINIMUM CONTRACT PERIOD OF THREE YEARS AND EXTEND THIS CONTRACT FOR ONE/TWO MORE YEAR ON MUTUAL CONSENT, DEPENDING ON THE NEED AND EXIGENCIES, ON THE SAME TERMS AND CONDITIONS? <b>(PL. REFER SECTION 8.0)</b>	
35	DOES THE SERVICE PROVIDER AGREE TO CONTRACT MONITORING AND TERMINATION CLAUSES? <b>(PL. REFER SECTION 9.0)</b>	
36	DOES THE SERVICE PROVIDER AGREE TO MNCFC PAYMENT TERMS AND CONDITIONS AS MENTIONED? DOES HE AGREE TO PERFORMANCE BANK	

	GUARANTEE AND PENALTY CLAUSES MENTIONED THEREIN ? <b>(PL. REFER ALL SECTIONS UNDER 10.0)</b>	
37	HAS THE SERVICE PROVIDER FILLED UP AND SEPARATELY SUBMITTED FORMAT 6 AS PART-II (PRICE BID) OF TWO-PART TENDER? <b>(PL. REFER ANNEXURE-II)</b>	
38	HAS THE SERVICE PROVIDER SUBMITTED AN UNDERTAKING THAT HE AGREES WITH ALL THE TERMS AND CONDITIONS ENUNCIATED IN THE RFP DOCUMENT <b>(REFERENCE SECTION 6.11)</b>	

**Form 1**  
**TENDER ACCEPTANCE LETTER**  
**(To be given on Firm/Company Letter Head)**

**Date:**

**To**

The Director,  
Mahalanobis National Crop Forecast Centre  
Department of Agriculture, Cooperation & Farmers' Welfare,  
Nr Krishi Vistar Sadan, Pusa Campus, New Delhi-110012

**Sub: Acceptance of Terms & Conditions of Tender.**

**Tender Reference No: \_3/8(1)/ALPs/ 2016-MNCFC**

**Name of Tender / Work:** - e- Tender for hiring services of Skilled Manpower Service Provider to provide technical manpower to MNCFC

**Dear Sir,**

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: \_\_\_\_\_ as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses 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 the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

[

5. In case any provisions of this tender are found violated , then your department/ organisation shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

**Yours Faithfully,**

**(Signature of the Bidder, with Official Seal)**

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

**Form 2**

**Bid Letter Form**

From

(REGISTERED NAME AND ADDRESS OF THE BIDDER.)

To

**The Director,  
Mahalanobis National Crop Forecast Centre  
Department of Agriculture, Cooperation & Farmers' Welfare,  
Nr Krishi Vistar Sadan, Pusa Campus, New Delhi-110012**

Sir,

HAVING EXAMINED THE BIDDING DOCUMENTS, WE THE UNDERSIGNED, OFFER TO PROVIDE SERVICES INCLUDING ALL ADDITIONAL SERVICES ASSOCIATED THERETO, ALSO CALLED THE **"SERVICES"** AS DETAILED IN THE BIDDING DOCUMENT IN RESPONSE TO YOUR TENDER NOTICE NO. ....DATED .....

WE UNDERTAKE TO:

1. MAINTAIN VALIDITY OF THE BID FOR A PERIOD OF 120 DAYS FROM THE DATE OF BID OPENING AS SPECIFIED IN THE BIDDING DOCUMENT, WHICH SHALL REMAIN BINDING UPON US AND MAY BE ACCEPTED AT ANY TIME BEFORE THE EXPIRATION OF THAT PERIOD.
2. PROVIDE SERVICES **FOR A PERIOD OF 3 YEARS** FROM THE DATE OF INITIATION OF SERVICE, IN CONFORMITY WITH THE CONDITIONS CONTAINED IN RFP AND PURCHASE ORDER ISSUED THEREAFTER.
3. EXECUTE ALL CONTRACTUAL DOCUMENTS AND PROVIDE ALL SECURITIES & GUARANTEES AS REQUIRED IN THE BID DOCUMENT (AND AS AMENDED FROM TIME TO TIME).

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_.

Signature

.....

(in the capacity of)

Duly authorised to sign bid for and on behalf of

WITNESS:

(Signatures with name and designation)

Address:

**Form 3**

**Bid Security Form**

**FORMAT OF BID BOND (EMD)**

WHEREAS ..... (HEREINAFTER CALLED "THE BIDDER") HAS SUBMITTED ITS BID DATED..... FOR THE SUPPLY OF ..... VIDE TENDER NO. .... DATED ..... KNOW ALL MEN BY THESE PRESENTS THAT WE ..... OF ..... HAVING OUR REGISTERED OFFICE AT ..... (HEREINAFTER CALLED "THE BANK") ARE BOUND UNTO MNCFC, DEPARTMENT OF AGRICULTURE, COOPERATION & FARMERS' WELFARE (DACFW) (HEREINAFTER CALLED "THE PURCHASER") IN THE SUM OF RS. .... FOR WHICH PAYMENT WILL AND TRULY TO BE MADE OF THE SAID PURCHASER, THE BANK BINDS ITSELF, ITS SUCCESSORS AND ASSIGNS BY THESE PRESENT.

THE CONDITIONS OF THE OBLIGATION ARE:

- i. The Bidder withdraws their Bid during the period of Bid validity specified by them on the Bid letter form
- ii. During the bid process, if a Bidder indulges in any such deliberate act as would jeopardise or unnecessarily delay the process of bid evaluation and finalisation. The decision of the client regarding forfeiture of the Bid Security shall be final & shall not be called upon for question under any circumstances
- iii. Violates any of such important conditions of this RFP document or indulges in any such activity as would jeopardize the interest of the DAC&FW..
- iv. Does not accept the correction of errors pursuant to para 11.1.7 of the RFP
- v. Bidder does not respond to requests for clarification of their Bid
- vi. Bidder fails to co-operate in the Bid evaluation process, and
- vii. In case of a successful Bidder, the said Bidder fails:

to sign the Contract Agreement in time; or

to furnish Performance Guarantee, in accordance with the instruction to bidders

The decision of the client regarding forfeiture of the Bid Security shall be final & shall not be called upon question under any circumstances.

WE UNDERTAKE TO PAY TO THE PURCHASER UP TO THE ABOVE AMOUNT UPON RECEIPT OF ITS FIRST WRITTEN DEMAND, WITHOUT THE PURCHASER HAVING TO SUBSTANTIATE ITS DEMAND, PROVIDED THAT IN ITS DEMAND, THE PURCHASER WILL NOTE THAT THE AMOUNT CLAIMED BY IT IS DUE TO IT OWNING TO THE OCCURRENCE OF ONE OR BOTH OF THE TWO CONDITIONS, SPECIFYING THE OCCURRED CONDITION OR CONDITIONS.

THIS GUARANTEE WILL REMAIN IN FORCE UP TO AND INCLUDING THIRTY (30) DAYS AFTER THE PERIOD OF BID VALIDITY AND ANY DEMAND IN RESPECT THEREOF SHOULD REACH THE BANK NOT LATER THAN THE SPECIFIED DATE/DATES.

SIGNATURE OF THE BANK AUTHORITY

NAME

SIGNED IN CAPACITY OF

NAME & SIGNATURE OF WITNESS

FULL ADDRESS OF BRANCH

ADDRESS OF WITNESS

TEL NO. OF BRANCH

FAX NO. OF BRANCH



**Form 4**

**Details of Organizational, Financial and Technical Capacity of the Bidder**

**I. Organizational**

- i. Type of Organization.
- ii. Name of the CEO
- iii. Profile of the Company – Business Areas, Objectives, Mission and Vision, Duration of the Company Business
- iv. Manpower/Staff Strength
- v. No of Branches
- vi. Composition of the Board of Directors
- vii. Organizational Chart

**II. Financial**

- i. INCOME TAX RETURNS OF THE LAST THREE YEARS
- ii. AUDITED ANNUAL FINANCIAL REPORTS FOR THE LAST THREE YEARS

**III. Technical**

- i. LIST OF CLIENTS AND THE KIND OF SERVICES PROVIDED TO THEM (ENCLOSE DOT CERTIFICATE)
- ii. ACCREDITATIONS OBTAINED BY THE BIDDING COMPANY
- iii. HAS THE COMPANY EVER BEEN BLACK LISTED BY ANY ORGANIZATION? IF SO, GIVE DETAILS
- iv. ARRANGEMENTS FOR CUSTOMERS' FEEDBACK AND ITS REDRESSAL IN THE COMPANY
- v. EXPERIENCE OF PROVIDING MANPOWER SERVICES
- vi. INDUSTRIAL RELATIONS IN THE COMPANY

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**Form 5**  
**Performance Bank Guarantee**

The Director,  
Mahalanobis National Crop Forecast Centre  
Department of Agriculture, Cooperation & Farmers' Welfare,  
Nr Krishi Vistar Sadan, Pusa Campus, New Delhi-110012

(With due stamp duty if applicable)

**OUR LETTER OF GUARANTEE No. :** \_\_\_\_\_

In consideration of MNCFC, Department of Agriculture, Cooperation & Farmers' Welfare, having its office at, Pusa Campus, New Delhi – 110 012 (INDIA) (hereinafter referred to as "MNCFC" which expression shall unless repugnant to the content or meaning thereof include all its successors, administrators and executors) and having entered into an agreement dated

\_\_\_\_\_/issued Purchase Order No. \_\_\_\_\_ dated

\_\_\_\_\_ with/on M/s \_\_\_\_\_ (hereinafter referred to as "The Service Provider" which expression unless repugnant to the content or meaning thereof, shall include all the successors, administrators, and executors).

WHEREAS the Service Provider having unequivocally accepted to supply the manpower/materials as per terms and conditions given in the Agreement dated \_\_\_\_\_

/Purchase Order No. \_\_\_\_\_ dated \_\_\_\_\_ and MNCFC having agreed that the Service Provider shall furnish to MNCFC a Performance Guarantee for the faithful performance of the entire contract, to the extent of 10% (Ten per cent) of the value of the Annual Contract Value i.e. for

\_\_\_\_\_.

We, \_\_\_\_\_ ("The Bank") which shall include OUR successors, administrators and executors herewith establish an irrevocable Letter of Guarantee No. \_\_\_\_\_ in your favour for account of \_\_\_\_\_ (The Service Provider) in cover of performance guarantee in accordance with the terms and conditions of the Agreement/Purchase Order.

Hereby, we undertake to pay upto but not exceeding \_\_\_\_\_ (say \_\_\_\_\_ only) upon receipt by us of your first written demand accompanied by your declaration stating that the amount claimed is due by reason of the Service Provider having failed to perform the Agreement and despite any contestation on the part of above named Service Provider.

This Letter of Guarantee will expire on \_\_\_\_\_ including 30 days of claim period. However, its validity can be got extended before \_\_\_\_\_ solely at the instance of the MNCFC. This clause shall remain valid notwithstanding anything else contained to the contrary in this document. Any claims made hereunder must be received by us on or before expiry date after which date this Letter of Guarantee will become of no effect whatsoever whether returned to us or not.

\_\_\_\_\_  
Authorized Signature

Manager

Seal of Bank

**Form 6**

**PROFORMA FOR FINANCIAL BID/RATE BID  
Tender No.**

(On firm's letter head)

1. Name of the Company/firm.....

<b>SN</b>	<b>Description</b>	<b>Unit Cost / Rate</b>	<b>Remarks, if Any</b>
1	1 ALPU Rate, inclusive of the employee's contribution of EPF & ESI	Rs. 50000 for ALPs (Rupees forty thousand Only) and Rs 27000 for one H/W or S/W expert (Rs twenty three thousand only) and Rs. 1,00,000 for Consultants	Minimum monthly amount fixed by MNCFC/ DAC&FW (Pl. Refer section 2.5)
2	a. Monthly OMR-ALP /Admin. charges per ALP/Consultant b. Monthly OMR/Admin. charges per H/W or S/W Expert		Fixed for the period of the Contract (Pl. Refer section 2.5)
3	Employer's Contribution towards EPF (60% of remuneration to be taken as basic pay for the purpose of EPF) (max Rs. 15000/-)		As per prevailing rates, fixed by Government.
4	Employer's Contribution towards ESI		As per prevailing rates, fixed by Government.
5	Service Taxes etc		As per prevailing rates, fixed by Government.

MNCFC/DAC&FW HAS WORKED OUT RATE FOR 1 ALP/Consultant/ H/w or S/w EXPERT, WHICH THE SERVICE PROVIDER IS REQUIRED TO PAY ON MONTHLY BASIS TO EACH ALP DURING THE CONTRACT PERIOD. THE SERVICE PROVIDER IS REQUIRED TO SUBMIT THE PRICE BID IN THE ABOVE TABLE FORMAT ONLY. SERVICE PROVIDER IS ADVISED TO REFER TO SECTION 11.0 WHILE FILLING UP THIS PRICE BID.

Signature of authorized person with seal

Date

Place

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

**(Note: - Copy of authorization by competent authority in the bidders company pertaining to not only this form but entire bid should be enclosed.)**