

File No.C-47/2013-MPLADS
Ministry of Statistics and Programme Implementation
MPLADS Division

New Delhi dated 24.01.2019.

Request for Proposal (RFP)

Subject: Inviting proposals for undertaking Third Party Physical Monitoring of Members of Parliament Local Area Development Scheme (MPLADS) works –reg.

The Ministry of Statistics and Programme Implementation (MoSPI) is implementing Members of Parliament Local Area Development Scheme (MPLADS) throughout the country. The MoSPI intends to award the work of the third party physical monitoring of MPLADS works in the North-East, East and South Zone through online tender under two bid system in respect of 30 selected nodal districts during 2018-19. The work of physical monitoring would be awarded en-bloc for the 30 selected districts. Zone wise distribution of selected Nodal District is attached at *Annexure- I*. The work has to be completed within 60 days of award of the Contract in all selected districts.

2. Eligibility Criteria: The agencies must fulfill the following pre-qualification conditions :-

- a. The agency must have done physical monitoring of government schemes (pertaining to Central/State Govts.) for any Ministry/Department under Government of India/State Governments during the last five years. The agency should submit the relevant document to establish their claim in this regard. Failure to do so will result in disqualification of the bid.
- b. The agency must have a GST Registration number and PAN etc.
- c. An undertaking (self certificate from authorized signatory) that the bidder hasn't been blacklisted by any office of Central/State Government and there has been no litigation with any Government department on account of its services.
- d. The bidder would submit an undertaking to the effect that the bidder would follow the minimum wages act and other relevant directives of the Government applicable as amended from time to time in respect of the human resource manpower engaged for the purpose.

Attested copies of Articles of Association (for registered firms), bye laws and certificate of registration (for registered co-operative societies), Partnership deed (for partnership firm) should be submitted along with the technical bid.

Document in support of above mentioned eligibility criteria from a) to d) should be submitted for consideration of the bid.

Any bid failing to meet the above stated eligibility criteria shall be summarily rejected and will not be considered for further evaluation.

The bid document should be page numbered. A Content page indicating the above items (a) to (d) should be included at the beginning of the bid document.

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Change in Eligibility Criteria

If there is a change in the Status of the bidder on any of the above clauses, at any stage, during the bid process until the award of the work, the bidder should immediately bring the same to the notice of MPLADS Division, MoSPI.

3. Key events and important dates:

Sl. No.	Event	Date and Time	Venue
1	Submission of Bid: last date	14.02.2019 upto 11:30 AM.	--
2.	Pre bid meeting	08.02.2019 at 11:00 AM	Conference Hall, M/o Statistics & PI, East Block-6, Level-5, R K Puram, New Delhi-110066.
3.	Opening of Technical bids	15.02.2019 at 02:30 PM	Tele Phone 011-26104106 E-mail: bhoria@nic.in
4.	Opening of financial bid for technical qualified bidders	19.02.2019 at 02:30 PM	

4. **Earnest Money deposit (EMD) amount:** The bidder shall furnish, as part of its bid, a bid security (EMD) in the form of bank guarantee/draft/bankers cheque/fixed deposit receipt drawn in favour of "PAO (PI), MoSPI, New Delhi ", should be deposited in Room No. 611, 6th level, East Block-6, R K Puram, New Delhi-110066 in physical form before the last date and time of submission of bid.

5. **General instructions and terms & conditions-** Agency will follow the instructions and other terms and conditions as mentioned at *Annexure-II*.

6. Approach:

(A) The physical evaluation work would be awarded to the Agency/organization(s) through online tender under two bid system. The Agencies/Organisation(s) having annual turnover of more than 5 crores yearly for the immediately preceding 3 financial years are required to submit the bids wherein technical and financial bids shall be submitted indicating total cost for monitoring of Assets in 30 Districts (Including GST and other taxes/cess etc. as applicable). The technical bid should include documentary proof of the following for assessment in the format prescribed at *Annexure III* :-

- Track record and previous experience of physical monitoring of Government schemes (Central/State).
- The existing Organizational Strength/Network & Infrastructure.

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- iii. Availability of technical personnel with computer qualifications and experience (from engineering, accounting, social sector, computer background and the field experience, etc.)

(B) The selected Agency would be required to perform the following functions :-

- (i) Devise appropriate schedules/proforma in consultation with MoSPI/MPLADS Division for collecting the basic data on all MPLADS works undertaken since April 2014 up to September 2018 and getting details of the sample of works including existence of asset, quality of asset and its utilization, matching of physically verified information with information available in asset register available with District Authority, eligibility of assets and placing of plaque as per MPLADS Guidelines etc.
- (ii) Select a sample of at least 50 works MP wise for in depth evaluation/assessment, as per the following broad criteria for selection :-
- (a) All work costing Rs.25 lakh and above would be selected.
- (b) Fifty works in which cost of work is Rs.5 lakh or more but less than Rs.25 lakhs could be selected randomly with consultation of the MoSPI. (If such works are less than 50 or insufficient then works of lower cost denominations would be included.)
- (c) At least 10% of the sample work out of 50 works (as from work of more than 25 lakh work also), i.e., at least 5 works, should be selected randomly in consultation with the MoSPI in respect of works pertaining to Societies/Trusts (Non Government Organization).
- (d) The selected sample of the MPLADS work drawn in each administrative district should be judicious blends of various parameters like Cost of works, Year-wise works, MP wise works, works in the area of SCs/STs, Sector wise works (Drinking water, education, electricity, health & family welfare, irrigation, non-conventional source of energy, railways, roads bridges & pathways, sanitation & public health, sports and animal care, etc).
- (e) All the works of the scheme completed since April 2014 are to be covered from which the sample would be drawn (List of works will be provided by the Nodal District Authorities).
- (f) Physical Monitoring of MPLADS works will involve 30 districts in the country, zone wise distribution of Nodal District Authorities is attached at Annexure-I.
- (iii) Inspect/visit the work sites, verify the assets with respect to the technical specifications and financial approval, assess basic quality, obtain feedback from the user agency/local community etc.

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(iv) Visit the District Nodal Office to assess implementation mechanism/ procedure, time taken in sanction and execution, inspection mechanism, quality check mechanism, review mechanism and record maintenance etc. through discussion and perusal of records etc.

(v) Compile and analyze information to prepare district-wise reports containing violation/shortcomings observed in implementation of the selected sample works. The report should also include implementation procedure, record maintenance, review mechanism etc. for each selected district. A report to compile overall findings of report of 30 districts comprising of background, approach, methodology adopted alongwith findings etc. should also be prepared and submitted to MoSPI.

(vi) Furnish any other requisite data / information / material in prescribed format, if required, by the MoSPI on the basis of the information/assessment collected and compiled.

(vii) In case of interpretation/clarity the decision rests with MPLADS Division, MoSPI.

7. Time Frame

The selected agency/ organization will work as per the following timelines:

Date of award of contract =T		
S.No.	Target	Date
1.	Completion of physical evaluation of works in 20 districts covering at least 6 districts from each zone.	T+30 days
2.	Completion of physical evaluation of works in remaining 10 districts.	T+45 days
3.	Submission of final report to MoSPI.	T+60 days

8. Monitoring/Supervision of the Field work

The Agency/organization(s) should have mechanism for conducting check/ supervision on the field teams. Besides, the officers of the MoSPI will also visit the districts under physical monitoring. The Agency/organization(s) will have to provide district wise monitoring schedule in advance to the MoSPI for this purpose in the prescribed format (Annexure-VII). The format should be weekly updated and submitted to MoSPI to reflect the progress of physical monitoring.

9. Services to be provided by the client (MPLADS)

The MoSPI would advise/write to the State Governments/district authorities for rendering necessary assistance for undertaking the work. The MPLADS Division in the

MoSPI would provide any clarification/elucidation on the MPLADS Guidelines and the MPLAD Scheme.

10. Deliverables by the Nodal Agency

The deliverables and the time-frame are laid down in para-6 & 7.

11. Evaluation Procedure of technical bid.

The following aspects will be considered while evaluating the bids: -

The MoSPI would follow online two bid system wherein all the technical bids received from the Agency/organization(s) would be evaluated in terms of the parameters mentioned in para 6(A). The **Combined Quality-cum-Cost Based System (CQCCPBS)**, as elaborated in the Manual for Engagement of Consultants issued by M/o Finance would be followed by the MoSPI. The technical proposals will carry a weightage of 70% while the financial proposals will carry a weightage of 30% in the combined score. An Evaluation Committee of the MoSPI, constituted for the purpose will evaluate the technical proposals on each of the technical parameters mentioned in para 6(A). The Technical Evaluation Committee(TEC) will assign scores on each of the parameters to each technical bid. The institutions/organizations whose technical score is more than 50 (benchmark score) out of 100 as enumerated in 11(a) will qualify technically.

11(a). Technical Bid Evaluation

The technical evaluation will be done in two steps.

- i. The bids will first be checked for eligibility in terms of turnover, Bid security (earnest money), prescribed certificates, separate technical and financial bids and all other aspects spelt out in this RFP for eligibility of the bids.
- ii. The eligible bid documents will be evaluated on the basis of content of the documentary proposal submitted by the bidders on the following criteria.

Criteria	Weightage
(I) Number of completed years, since inception. Evaluation shall be based on the information submitted by bidder against sub item no. 2 of item (A) of Annexure III.	5
(II) Relevant experience/proven track record and previous experience in the field of physical monitoring of the development works under similar Government (Central/State) schemes preferably assets creation Schemes. (Based on information given against item no. (B) of Annexure III). Evaluation shall be done based on the documents submitted by bidder against each sub item(no. 3, & 4 of item (B) of Annexure III)	25
(III) Details of existing organization strength turnover (in Rs. Crore), reach/network of organization and infrastructure, to get a view of infrastructure facilities, reach/network that may be relevant for the physical monitoring (As per information given against item no.(C) of Annexure III) The bidder should give a comprehensive detail of the	25

above aspects against each sub-item (no. 5 & 6 of item (C) of Annexure III).	
(IV) Quality and experience of technical personnel engaged for undertaking the physical monitoring work. (As per information given against point no. 7, 8 & 9 of item (D) of Annexure III)	30
(V) Self-assessment of the capacity and willingness to undertake works in how many districts and zones. The proposed model of the bidder for undertaking the work with due justification of resource deployment and action plan for achieving the set defined target date of completion in due course. (Based on comprehensive information given in point 10 of Annexure III and other detailed action plan to be enclosed). A presentation to this effect may be given by the bidders at the time of opening of Technical bids.	15

11(b). Financial Bid Evaluations

The financial bids of technically qualified bidders will be opened and the following criteria will be followed for arriving at overall H1 bidder.

Overall Evaluation for the technical scores obtained by qualified bidders will be given 70% weightage for the final evaluation.

The financial bid will be given 30% weightage for final evaluation. For the same, the lowest quoted price (say FL) out of qualified bidders will be taken as the base price (i.e. equated to 30 marks). The higher quoted price (say FH) will be allotted marks in the inverse ratio as per the following formula:-

$$\frac{FL*30}{FH}$$

The total score arrived at after giving 70% weightage to technical marks and taking financial marks will decide the overall H1 and H2 bidder. The work will be awarded to the H1 bidder as arrived above.

12. Earnest Money Deposit /Bid Security and Performance Security Etc.

- Earnest Money Deposit:** - Each bid would have to be accompanied by an Earnest Money Deposit of Rs.7.5 lakh per bid valid for three month for in the form of bank guarantee/draft/bankers cheque/fixed deposit receipt in favour of Pay & Accounts Office, Ministry of Statistics and Programme Implementation, New Delhi from any of the scheduled banks in Delhi/New Delhi in acceptable form.
- Penalty Clause:** - In case, during the validity period, the offer is withdrawn by the bidder or the bidder fails to deposit performance security, earnest money so deposited shall be forfeited.
- Liquidated damages:** - In case of any delay wholly attributable to the institution (s)/ consultant (s) liquidated damages. @ 0.5% per week subject to the maximum of 2% or part thereof without prejudice to other remedies available to MoSPI under contractual agreement.

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- d. **Payment Mechanism:-** Payment to the agency will be made in three instalments :-
- e. **Performance Security:-** The successful bidders will be awarded the contract for third party monitoring only after they deposit performance security for a value of 10% of the bid amount in the form of Bank Guarantee in favour of Pay & Accounts Office, Ministry (MoSPI), Sardar Patel Bhawan, New Delhi from any of the scheduled banks in Delhi/New Delhi in acceptable form.



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S. No.	Instalments	Payment Schedule
(i)	1st installment of 20% of the total amount.	On award of the contract as mobilization advance to be released against Bank Guarantee (Interest bearing) to be given by awardee.
(ii)	2nd installment of 40% of the total amount.	On completion of physical evaluation of works in 20 districts covering at least 6 districts from each zone.
(iii)	3rd installment of 20% of the total amount.	On completion of physical evaluation of works in remaining 10 districts.
(iv)	4 th installment of 20% of the total amount.	On acceptance of final report by MoSPI.

f. **Arbitration Clause:** - In the case of any dispute arising upon or in relation to or in connection with the contract between the MoSPI and the successful bidder who has been awarded the contract, which has not been settled amicably, either party can refer the dispute for Arbitration in accordance with the Rules of Indian Arbitration and Conciliation Act, 1996. The venue of the arbitration will be New Delhi. The award made in pursuance thereof shall be binding on both the parties.

13 (A). Others

- i. The Bid Security/Earnest Money Deposit would be refunded to the successful bidder once performance security is received.
- ii. The Bid Security/Earnest Money Deposit of the unsuccessful bidders would be returned to them within 30 days of finalization of the bids. The performance security would remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the institution/consultant.
- iii. The work requires that the agency(s) / organisation(s) should have expertise in physical monitoring and should have the capacity to accomplish the work in specified time frame. In view of the sensitivity of the MPLAD Scheme, it is important that the agency(s) / organisation(s) shall maintain absolute confidentiality of the information collected and maintain high level of integrity.
- iv. No outsourcing of the monitoring work by the successful bidders would be permitted.
- v. The visiting teams would not accept the hospitality of the District Authorities, Implementing Agencies and MPs etc.
- vi. The rates quoted will remain in force for the full period of the contract. No demand for revision of rates on any account shall be entertained during the contract period.

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- vii. The data generated from the study would be the property of the MoSPI. It is for the MoSPI to decide on the dissemination of the reports. The agency(s) / organisation(s) will not divulge any information to any agency.
- viii. Neither any capital cost would be incurred under the cost for the study nor any liability would be created for the MoSPI, beyond the original cost sanctioned to the agency(s) / organisation(s).
- ix. The MoSPI reserves the right to terminate the contract with the agency(s) / organisation(s) at any point of time without assigning any reasons. In such an eventuality, the awardee shall have to refund the amount released by the government together with a penal interest of 18% per annum computed on monthly basis. Any dispute in this regard would be subject to jurisdiction of courts in Delhi.

13 (B). Pre-Bid Meeting & Clarifications

(a) MoSPI shall hold a pre-bid meeting with the prospective bidders on 08.02.2019 at 11:00AM in the Conference Hall of the MoSPI, East Block-6, 5th level, R K Puram, New Delhi-110066.

(b) All those interested in participating in the pre-bid meeting may intimate the same by 01.02.2019 by 05:30 PM along with their queries to:-

Sh. R.K. Bhorla,
Deputy Secretary (MPLADS)
M/o of Statistics & PI,
Room No. 611.East Block-6,
Level-6, R K Puram,
New Delhi-110066.
Tele Phone 011-26104106
E-mail: bhorla@nic.in

(c) MoSPI shall not be responsible for ensuring that the bidder's queries have been received by the Department. Any requests for clarifications after the indicated date and time shall not be entertained.

14. How to Bid

The bid document should contain the technical bid and the financial bid. The format for the technical bid, financial bid and the certificate to be enclosed are at **Annex III, IV, and V respectively. The financial bid should indicate the total bid amount for the whole work, which the bidder is willing to undertake. Bids will be uploaded on Central Procurement Portal only at www.eprocure.gov.in Physical submission of bids shall not be allowed.**

15. The Earnest Money Deposit (EMD) of Rs. 7,50,000/- (Rupees Seven Lakhs and Fifty thousand Only) in the form of Demand Draft drawn in favour of "PAO



(PI), MoSPI, New Delhi ", should be deposited in Room No. 611, 6th level, East Block-6, R K Puram, New Delhi-110066 before the last date and time of submission of bid. The Bids received without EMD shall not be considered for technical evaluation. The EMD shall remain deposited with MoSPI till the period of validity of offer. The EMD received from the unsuccessful bidders will be returned without interest immediately after the process of award of contract is over. Bidders are required to submit the details of EMD payment at the time of Bid submission.

16. The MoSPI reserves the right to reject any or all the bid in full or part without assigning any reason thereof. The decision of the MoSPI shall be final in this regard.

17. The covering letter of the bid should be signed by the Authorised Signatory of the agency.

18. Bid Opening

The last date of receiving online bids will be 14.02.2019 upto 11.30 AM. The Technical bid would be opened on 15.02.2019 at 02:30 PM in Conference Hall of the MoSPI, East Block-6, 5th level, R K Puram, New Delhi-110066.

19. All technically short listed bidders will be invited for opening of Financial bid on 19.02.2019 at 02:30 PM.

Raj Krishan Bhorla
24/01/2019

(RAJ KRISHAN BHORIA)
Deputy Secretary (MPLADS)
Tele Phone 011-26104106
E-mail: bhoria@nic.in

राज कृष्ण भोरिया
उप सचिव (एमप्लड्स)
कार्यालय, मंत्रालय, ई. ब्लॉक-6, एन.डी.-110066
Ministry of Information & Public Relations
New Delhi-110066
संस्कार संख्या: एन.डी.-110066/0301
द्वितीय/तृतीय/चतुर्थ/पांचम/छठम/सातम/आठम/नवम/दशम/ग्यारहम/बारहम/तेरहम/पंद्रहम/सत्रहम/अठारहम/बत्तर/पचास/सत्तर/अष्टादश/नवविंशति/शत

Annexure-I

(as referred to in para 1)

Zone-wise details of selected districts

Name of Zone/ Zone Code	Zone Details	No. of Nodal Districts	No. of District Selected	No. of MPs Covered
1 North Eastern Zone	Sikkim, Assam, Arunachal Pradesh, Meghalaya, Tripura, Manipur, Mizoram and Nagaland	28	10	13
2 Eastern Zone	West Bengal, Bihar, Odissa and Jharkhand	89	10	21
3 South Zone	Karnataka, Kerela, Tamil Nadu, Telangana, Andhra Pradesh, Andman & Nicobar Island and Lakshadweep,	98	10	28
Grand Total		217	30	52

List of Selected Districts**North Eastern Zone**

Sl. No.	State	Nodal District
1.	Sikkim	EAST DISTRICT
2.	Assam	KARIM GANJ
3.	Assam	NOWGONG
4.	Arunachal Pradesh	LOHIT
5.	Meghalaya	EAST KHASI HILLS
6.	Tripura	DHALAI DISTRICT
7.	Manipur	IMPHAL WEST
8.	Mizoram	AIZAWL
9.	Nagaland	DIMAPUR
10.	Nagaland	KOHIMA

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South Zone

Sl. No.	State	Nodal District
1.	Karnataka	MYSORE
2.	Karnataka	UDUPI
3.	Kerala	ALAPPUZHA
4.	Kerala	KOLLAM
5.	Tamil Nadu	NILGIRIS
6.	Tamil Nadu	THANJAVUR
7.	Telangana	KARIMNAGAR
8.	Andhra Pradesh	CHITTOOR
9.	Andaman & Nicobar Islands	ANDAMANS
10.	Lakshdweep	LAKSHADWEEP

Eastern Zone

Sl. No.	State	Nodal District
1.	West Bengal	BIRBHUM
2.	West Bengal	BURDWAN
3.	West Bengal	HOOGLY
4.	Bihar	PATNA
5.	Bihar	PURNEA
6.	Odisha	CUTTACK
7.	Odisha	GANJAM
8.	Jharkhand	GIRIDIH
9.	Jharkhand	KHUNTI
10.	Jharkhand	RANCHI

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(as referred to in para 5)

General Instructions and other terms and conditions:

1. **Cost of Bidding**

The Bidder shall bear all costs associated with the preparation and submission of its bid and MoSPI, hereinafter referred to as "the client", will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
2. **Amendment in Bidding Document.**
 - 2.1 At any time before the deadline for submission of bids, MoSPI may, for any reason, whether at its own initiative or in response to the clarification requested by a bidder, modify the bidding document by amendment.
 - 2.2 All such amendments shall be sent to the bidder's through email.
 - 2.3 If required, in order to allow the bidder's reasonable time to consider the amendment in preparing their bids, MoSPI reserves the right to extend the deadline for the submission of bids.
3. **Rejection of Bid:** Any bid not secured in accordance with the provisions of the RFP, shall be rejected by MoSPI, without any further correspondence, as non-responsive.
4. **Discharge of Security Bid of Unsuccessful Bidders:** Bid Security of unsuccessful Bidders will be discharged/returned as promptly as possible but not later than 30 days from the date of award of the contract.
5. **Discharge of Security Bid of Successful Bidders:** The successful bidder's bid security will be returned subsequent to receipt of the Performance Bank Guarantee from the successful Bidder.
6. **Forfeiture of the Bid Security:** The bid security can be forfeited if a Bidder
 - a) Withdraws the bid during the period of bid validity specified by the Bidder on the Bid form or
 - b) In case of the successful bidder, if the Bidder fails to furnish performance bank guarantee in accordance with the RFP.
7. **Period of Validity of Bids:** Bids shall remain valid for *90 days* from the date of submission of bids. MoSPI, holds the right to reject a bid which is valid for a period shorter than 90 days as non-responsive, without any correspondence.
8. The Bidder should submit his bid in the prescribed annexed proforma only. If any Bidder fails to submit his Bid in the prescribed manner, the offer may be rejected.

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9. Validation of interlineations in Bid: Any interlineations, erasures or overwriting in Technical Bid (Not allowed in case of Financial Bid) shall be valid only if the person or persons signing the bid have authenticated the same with signature. In case there is correction/overwriting which is not authenticated, may result in disqualification of bid.

10. Rejection of Bid: The Bid has to be submitted in the form of printed document. The bids submitted by Telex, fax or email shall not be entertained. Any condition put forth by the bidder non-conforming to the bid requirements shall not be entertained and such bid may be rejected.

11. Deadline for Submission of Bids:

11.1 Extension for Last date for Submission: MoSPI may, at own discretion, extend this deadline for submission of bids by amending the bid document in which case all rights and obligations of and Bidders previously subject to the deadline, will thereafter be subject to the deadline as extended.

11.2 Late Bids: Any bid received after the deadline for submission of bids prescribed by MoSPI will be summarily rejected and returned unopened to the Bidder. MoSPI shall not be responsible for any postal delay or non-receipt/non-delivery of the documents. No further correspondence on this subject will be entertained.

12. Bid Opening and Evaluation of Bids:

12.1 Opening of Bids: MoSPI will open all Technical Bids in the presence of Bidders' representatives who desires to attend the Technical Bid opening at 02:30 PM on 15.02.2019 in Conference Hall of the MoSPI, East Block-6, 5th level, R K Puram, New Delhi-110066. The Bidder's representative who is present shall sign a register evidencing their attendance. Technical Bids will be opened and evaluated in detail.

12.2 Opening of Financial Bids: Only those Technical Bids, which are complete and comply with the Eligibility criteria, will be eligible for Financial Bid evaluation.

12.3 Rectification of Errors: Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words shall prevail. If the supplier does not accept the correction of errors, its bid will be rejected and its bid security would be forfeited.

13. Evaluation and Comparison of Bids:

13.1 Stages of Evaluation: The evaluation of the proposals will be carried out in two stages:

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13.1.1 Technical Bid Evaluation: In the first stage, only the Technical Bids would be evaluated and it will be determined as to whether the bid is complete and meets all the eligibility criteria. Bids not conforming to any of the Eligibility Criteria shall be out rightly rejected. Evaluation of Technical Bids by MoSPI shall not be questioned by any of the Bidders. MoSPI may ask Bidder(s) for additional information to verify claims made in Technical Bid documentation, at any point of time before opening of the Financial Proposal.

13.1.2 Financial Bids Evaluation: Only those technical bids that are complete and comply with the Eligibility criteria would be eligible for Financial Bid evaluation. The evaluation of the financial bids shall be in accordance with the total price quoted in this bid document.

Note: Information relating to the examination, clarification, evaluation and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any attempt by a Bidder to influence the Employer's processing of bids or award decisions may result in the rejection of his Bid.

13.2 MPLADS Division, MoSPI has the right to accept any Bid and to reject any Bid or all Bids: MoSPI reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time before the contract is awarded, without thereby incurring any liability to the affected Bidder or Bidders, with or without assigning any reason.

14. Notification of Award:

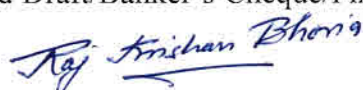
Notification to Bidder: Before the expiry of the period of validity of the proposal, MoSPI shall notify the successful Bidder in writing by registered letter or by email or by fax, that its bid has been accepted. The Bidder shall acknowledge in writing receipt of the notification of award and will enter into agreement within specified time.

14.1 Expenses for the contract: The incidental expenses of execution of agreement/contract, if any, shall be borne by the successful bidder.

14.2 Failure to abide by the Agreement: The conditions stipulated in the work order shall be strictly adhered to and violation of any of these conditions will entail termination of the contract without prejudice to the rights of MoSPI to impose penalties as specified in the Bidding document and the agreement.

15. Performance Security:

- o The successful bidder shall at its own expense deposit with MoSPI, an unconditional and irrevocable Performance Security from a Commercial Bank, in the form of Bank Guarantee/Demand Draft/Banker's Cheque/Fixed Deposit



drawn in favour of “in favour of PAO(PI), MoSPI, New Delhi” payable at Delhi, for the due performance and fulfilment of the contract by the bidder, in the specified time frame.

- The Performance Security shall be denominated in Indian Rupees only.
- This Performance Security will be for an amount equivalent to 10% of the bid value. All charges whatsoever such as premium; commission etc. with respect to the Performance Security shall be borne by the Bidder.
- The Performance Security shall be valid for a period of 60 days beyond the date of completion of all contractual obligations of the agency.
- The Performance Security may be discharged /returned by MoSPI upon being satisfied that there has been due performance of the obligations of the Bidder under the Contract. However, no interest shall be payable on the Performance Security.
- In the event of the bidder being unable to service the contract for whatever reason, the MoSPI would evoke the Performance Security. Notwithstanding and without prejudice to any rights whatsoever of the organization under the Contract in the matter, the proceeds of the Performance Security shall be payable to the MoSPI as compensation for any loss resulting from the Bidder’s failure to complete its obligations under the Contract. MoSPI shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Bidder is in default.
- MoSPI shall also be entitled to make recoveries from the Bidder’s bills, Performance Security, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, mis-construction or mis-statement.

Termination of Contract

16. Termination of Default: MoSPI may, without prejudice, to any other remedy for breach of contract, by written notice of default sent to the qualified Bidder, terminate the contract in whole or in part if:

- The qualified Bidder fails to deliver any or all of the obligations within the time period(s) specified in the contract or any extension thereof granted by the MoSPI.
- The qualified Bidder fails to perform any other obligations(s) under the contract. However, the disputes, if any, may be referred to Arbitration as per the provision of the RFP.

17. Termination for Insolvency, Dissolution etc: MoSPI may at any time terminate the contract by giving written notice to the qualified Bidder, without compensation to the qualified Bidder, if the qualified Bidder becomes bankrupt or otherwise insolvent or in case of dissolution of firm or winding up of company, provided that such termination will not prejudice or effect any right of action or remedy which has accrued thereafter to the MoSPI.

18. Termination for Convenience: MoSPI reserves the right to terminate by prior written notice, the whole or part of the contract. The notice of termination shall specify, for MoSPI’s convenience, the extent to which performance of work

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under the contract is terminated and the date on which such termination becomes effective.

19. No Claim Certificate: The qualified Bidder shall not, be entitled to make any claim, whatsoever, against MoSPI under or by virtue of or arising out of this contract nor shall MoSPI entertain or consider any such claim after Bidder shall have signed a “no claim” certificate in favour of MoSPI in such forms as shall be required by MoSPI after the works are finally accepted.

20. Intellectual Property Rights

- MoSPI shall own and have a right in perpetuity to use all Intellectual Property Rights, which have arisen out of or in connection with the implementation of this Contract.
- The agency shall ensure that while using any software, hardware, processes or material in the course of performing the services, it does not infringe the Intellectual Property Rights of any person/agency and the agency shall keep the MoSPI indemnified against all costs, expenses and liabilities whatsoever, arising out of any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the agency during the course of performance of the Services.
- MoSPI shall retain all right, title and interest in and to any and all data, entered or generated by the agency for MoSPI pursuant to this agreement and any modifications thereto or works derived there from.

Miscellaneous

21. Standards: The services to be rendered under this contract shall conform to the latest authoritative standards as laid down by the competent institution governing that standard.

22. Confidentiality: The Selected Bidder and its personnel shall not, either during the term or after expiry of this contract, disclose any information relating to the services, contract or MoSPI’s business or operations without the prior written consent of MoSPI.

23. Force Majeure:

- Notwithstanding the conditions of the Bid, the Bidder shall not be liable for forfeiture of its performance guarantee, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For purposes of this Clause, “Force Majeure” means an event beyond the control of the Bidder and not involving the Bidder’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of MoSPI either in its sovereign or contractual capacity, wars or revolutions, fires, floods, earthquakes, epidemics, quarantine restrictions and freight embargoes.

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- If a Force Majeure situation arises, the qualified Bidder shall promptly notify the MoSPI in writing of such conditions and the cause thereof. Unless otherwise directed by MoSPI in writing, the Bidder shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. MoSPI may terminate this contract, by giving a written notice of minimum 30 days to the Bidder, if as a result of Force Majeure the Bidder being unable to perform a material portion of the services for a period of more than 60 days.

24. Arbitration and Jurisdiction: In the event of any dispute relating to the import or meaning of any terms and conditions which could not be solved amicably by the parties, the parties may refer the matter to the Arbitrator to be appointed by the MoSPI on the request of either of the parties for arbitration in consonance with the provisions of the Arbitration and Conciliation Act, 1996 on the designated reference in dispute. All legal proceedings shall lie to the jurisdiction of courts situated in New Delhi, India.

25. Indemnity:

- The agency shall execute and furnish to the MoSPI, a Deed of Indemnity in favour of the MoSPI in a form and manner acceptable to the MoSPI, indemnifying the MoSPI from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind whatsoever suffered, arising or incurred inter alia during and after the contract period out of any negligence or wrongful act or omission by the agency.
- The indemnity shall be to the extent of 100% in favour of the MoSPI.



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multi state projects. Marks will be awarded on the basis of the works covering highest no. of states as per list provided in respect of points.	1	>12	15
	2	6-11	10
	3	<6	5

(Max. Marks: 15)

(C) Organizational Strength & Infrastructure

(Max. marks: 25)

5. Total turnover (in Rs. Crore) of last three years. (provide supporting documents)	S. No.	Turnover (in Rs. Crore)	Mark(s)
	1	5<15	2.5
	2	15<25	5
	3	25<35	7.5
	4	35<45	10
	5	45 & above	12.5

(Max. Marks: 12.5)

6. Reach/network organization, if any (Provide the name of States where organisation has offices in enclosed Annexure VI.) (i) 2 Marks for each distinct State (of the zone) in respect of North East, South, and Eastern. ii) 1 Marks for each distinct State (if the office is in other zone). The agency/organisation securing highest marks shall be awarded 10 marks. Accordingly, the scores of other Agencies/Organisations will be calculated.	S.No	No. of States	Mark(S)
	1	>10	12.5
	2	8-10	10
	3	6-7	7.5
	4	<6	5

(Max. Marks: 12.5)

(D) Quality and Experience of Technical Personnel

(Max. Marks: 30)

7. Experience for Project Leader in evaluation work in years.	S. No.	Experience (in Years)	Mark(s)
	1	>15	7.5
	2	10-15	5
	3	<10	2.5

(Max. Marks: 7.5)

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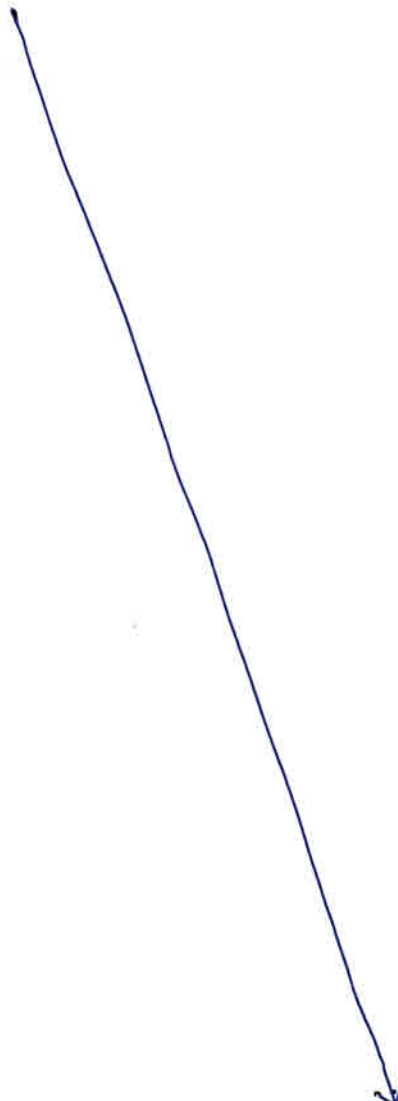
8.	No. of Personnel in Analyst / Report writing etc.	S. No.	No. of Personnels	Mark(s)
		1	>5	7.5
		2	3-5	5
		3	<3	2.5
(Max. Marks: 7.5)				
9.	No. of field staff (this may exclude the personnel included in S. No. 7 and 8)	S. No.	No. of Personnels	Mark(s)
		1	<10	0
		2	11-15	5
		3	16-20	10
		4	Above 20	15
(Max. Marks: 15)				

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Price/Financial Bid

Total cost for monitoring of Assets in 30 Districts (Including GST and other taxes/cess etc.).
in words.....

Authorized Signatory
Seal of Company



Raj Krishna Bhoir

CERTIFICATE

It is certified that:

The information given above is TRUE to the best of my knowledge. The organization shall stand liable if any information given above is later found to be FALSE, including the forfeiture of any payment due to it.

The professional, staff, equipment and all requisite infrastructure facilities mentioned in this bid shall be made available for this study in due time.

I am competent to sign this Certificate.

Date: _____
Authorized Signatory: _____
Place: _____
Name _____
Seal of the organization _____
Designation _____



Prof. Krishan Bhoris

Annexure-VII

District wise Third Party Physical Monitoring (TPPM) Schedule

District: _____

State: _____

Sl. No.	Name of Work	Name of MP	Trust/Society work(Yes/No)	Sector	Location of work	Scheduled Date of Evaluation	Actual Date of Evaluation	Date of Inspection	Remarks

Raj Krishan Bhoir