

**DEPARTMENT OF CONSUMER AFFAIRS,
FOOD & PUBLIC DISTRIBUTION,
GOVERNMENT OF MANIPUR**

NOTICE INVITING TENDER

**For the Selection of Project Management
Consultant for the implementation of End-to-
End Computerization of TPDS in Manipur**

GOVERNMENT OF MANIPUR
DIRECTORATE OF CONSUMER AFFAIRS, FOOD & PUBLIC DISTRIBUTION,
SANGAIPROU, IMPHAL

NOTICE INVITING TENDER

27th November, 2014

No.5/16/2014-CAF&PD: The Department of Consumer Affairs, Food & Public Distribution, Government of Manipur, invites sealed bids from reputed IT firms having relevant experience under two envelope system for establishment of **State Project Management Unit (SPMU)** in CAF&PD Department, Manipur for implementation of End-to-End Computerization of Targeted Public Distribution System in the State of Manipur. The SPMU shall have the following manpower:

1. Consultant (with qualifications of BE/B Tech and MBA with 4+ years' experience)
2. Jr. Consultant (with qualifications of BE/B Tech and MBA with 2+ years' experience)
3. 2 (two) Data entry operator/Office Assistant to support the Nodal officer

The Bidder will be selected through Quality & Cost Based Selection Process. Intending firms should fulfill the following criteria:

1. Consultancy experience in projects related to PDS Computerization for any State or Central Government with contract value greater than Rs. 50 Lakhs with assignment duration of more than one year in the last 3 financial years.
2. Consultancy experience of any e-Governance MMP projects in State of Manipur

The tender documents may be purchased from the Directorate of CAF&PD, Manipur, Sangaiprou on all working days upto 7th December, 2014 between 1100 hrs and 1500 hrs on payment of Rs. 20,000 (Rupees twenty thousand) only. The same can also be downloaded from www.manipur.gov.in and in that case the tender cost of Rs.20,000/- each should be paid through bank draft drawn on any Nationalized Bank in favour of Director (CAF&PD), Manipur payable at Imphal and should be submitted along with the tender documents.

Following are the important dates and other facts related to the bid.

Sr. No.	Particulars	Details
1	Cost of Tender Form	20,000/-
2	Earnest Money	50,000/-
3	Start Date for Bid Document	8 th December, 2014
4	Last Date for submission of Pre-Bid Queries	15 th December 2014
5	Pre-Bid Meeting at Imphal	17 th December, 2014
6	Issue of Corrigendum	19 th December, 2014
7	Last Date of submission of Bids	22 nd December 2014 at 3:00 p.m.

8	Opening of Technical Bids	22 nd December, 2014 at 11:00 a.m.
9	Date of Technical Presentation	23 rd December, 2014, 12 noon onwards
10	Opening of Financial Bid	24 th December, 2014 at 11.00 a.m.
11	Place of Pre-bid meeting, Bid collection, submission, opening of tender and presentation	Directorate of Consumer Affairs, Food & Public Distribution, Manipur SANGAIPROU, IMPHAL-795001
12	Bid Submission	Bidders must submit ▪ An original and one additional copy of Technical Proposal along with one copy of non-editable CD ▪ One original copy of the Commercial Proposal
13	Bid Validity	Bidder shall quote prices of products and services as mentioned with a validity of 180 days.

Department of Consumer Affairs, Food & Public Distribution, Government of Manipur reserves the right to accept or reject any or all the bids to the said NIT without assigning any reason.

Date: 27th November, 2014

(M. Yaiskul Meitei)
Director (CAF&PD),
Manipur

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1.0 BACKGROUND

Introduction

The Public Distribution System (PDS) was institutionalized in the country in the 60s to achieve multiple objectives including ensuring stability of prices, rationing of essential commodities in case of deficit in supplies, ensuring availability of basic commodities to the poor and needy and to check the practice of hoarding and black marketing. The PDS as it was being implemented earlier had been criticised for its urban bias and its failure to serve effectively the poorer sections of the population. A need was felt for quite some time to review PDS and make it more focused. The Targeted Public Distribution System (TPDS) replaced the erstwhile PDS from June 1997. Under the TPDS, States are required to formulate and implement foolproof arrangements for identification of the poor for delivery of food grains and for its distribution in a transparent and accountable manner at the Fair Price Shop (FPS) level.

Computerization of Targeted Public Distribution (TPDS) across the country has been taken up on priority with a view to address various challenges of the current system such as leakages and diversion of foodgrains in the TPDS supply-chain, fake and bogus ration cards, inclusion and exclusion errors, lack of transparency, weak grievance redressal & social audit mechanisms.

Due to the nature and scale of e-governance initiatives required for the implementation of the scheme, including the managerial and technological challenges associated with it, the Project has been identified under State Mission Mode Project (MMP) under NeGP.

For achieving end-to-end Computerisation of TPDS, the Govt. has identified four key components, which will to be implemented in the Component – I of the scheme, as below:

- I. Digitization of ration cards/ beneficiary and other databases
- II. Monitoring Infrastructure delivery & installation
- III. Computerization of Supply-Chain Management
- IV. Setting up of Transparency Portal and
- V. Grievance Redressal Mechanism

The Component -II of the scheme would include the Automation of operations at the Fair Price Shops.

Supreme Court Verdict on Computerisation of PDS in India

Pursuant to the order dated 12th July, 2006 passed by the Hon'ble Supreme Court of India in Writ Petition (C) No. 196 of 2001, "People's Union for Civil Liberties vs. Union of India and Ors"., the Government of India, Ministry of Consumer Affairs, Food and Public Distribution (Department of Food) vide Notification No.6-1(Accommodation)/2006-BP-II dated 01.12.2006 has constituted a Central Vigilance Committee under the Chairmanship of Hon'ble Mr. Justice D.P. Wadhwa, a former Judge of the Supreme Court of India, to be assisted by Dr. N.C. Saxena, the Commissioner earlier appointed by the Supreme Court, to look into the maladies affecting the proper functioning of the Public Distribution System and also suggest remedial measures.

While constituting the Committee, the Supreme Court observed as under:-

"We are giving this unusual direction in view of the almost accepted fact that malpractices are involved and there is hardly any remedial step taken to put an end to this. The ultimate victim is the poor citizen who is deprived of his legitimate entitlement of food grains. The Public Distribution System is intended to ensure that a citizen gets the food grains at a reasonable price keeping in view the economic standards".

In its Order Dated 03.02.2012 Regarding Computerization of PDS across the country, Hon'ble Supreme Court observed that Learned Counsel for the parties suggests and we also feel that this long outstanding problem can be sorted out if the Secretary (Consumer Affair, Food and Public Distribution) is made incharge of the computerization programme in Public Distribution System. The Concerned Secretary is nominated as the Chief Coordinator of Computerization Programme. He is directed to coordinate with all the State Government and the Union Territory and ensure that entire computerization is carried out on a top priority basis.

About the Department

The Food Civil Supplies & Consumer Affairs Department discharges the important responsibilities of Public Distribution, enforcement of markets discipline and promotion of consumer awareness and protection of their interest.

The Department of Consumer Affairs, Food & Public Distribution, Government of Manipur (here-in-after referred to as CAF&PD) handles the Targeted Public Distribution System in Manipur. This project is envisaged to improve the overall efficiency, effectiveness, transparency and accountability in the PDS system in Manipur.

The project plans to achieve its objectives by using ICT to set up an e-Governance framework for information availability and commodity tracking across the supply chain, and also involving citizens and external agencies in the entire process. The CAF&PD is committed to provide food security to

the people of Manipur through Targeted Public Distribution System (PDS) scheme. The food grains (Rice, Wheat & Sugar) allotted by the Central Government are released to Manipur through Food Corporation of India (FCI), Manipur. The Kerosene Oil allotted by the Central Government is released to Manipur through Indian Oil Corporation (IOC) at Imphal.

At present over 4.65 lakhs Ration Card holders are benefitted by the PDS Computerization. The food grains & Kerosene Oil are distributed to the intended beneficiaries through the network of around 2453 FPS & 2740S.K. Oil depots in Manipur.

Project Objective

The Department of Consumer Affairs, Food & Public Distribution, Government of Manipur, has set upon to transform all its current manual operations to promote e-Governance across various functions in order to provide better service delivery to the citizens and businesses in an efficient, convenient, transparent and effective manner and to integrate / upgrade all the applications presently used for service delivery to citizen / businesses with the proposed solution.

End-to-End Computerization of Public Distribution System' in Manipur under the 12th Five Year Plan, aims the following:

- I. Ensure food security to the poor and vulnerable sections
- II. Correct identification of beneficiaries
- III. Eliminate the shortcomings such as leakages and diversion of food grains
- IV. Induction of transparency and accountability in operations
- V. Fast disposal of stakeholder grievances

The key components of the project 'End to End Computerization of Public Distribution System' in Manipur under the 12th Five Year Plan, are the following:

- I. Digitization of beneficiary and other databases
- II. Computerisation of Supply Chain Management
- III. Setting up of Transparency portal and Grievance Redressal mechanisms

The real-time availability of information about allocation of commodities, their lifting and utilization, storage, movement and distribution along with information pertaining to the support activities such as licensing, regulation, finance and grievances would enable the decision makers at each stage to:

- I. Prevent leakage and diversion through transparency
- II. Streamline the distribution network

The key highlights of the project are:

- I. Timely and need based allocation
- II. Prevention of diversion of essential commodities
- III. Containment of arbitrary decision making at all levels
- IV. Induction of transparency and accountability in operations
- V. Electronic security and control of confidential data
- VI. Fast disposal of stakeholder grievances
- VII. Dissemination of information as per public requirements
- VIII. MIS for monitoring and quick decision making

2.0 SCOPE OF WORK

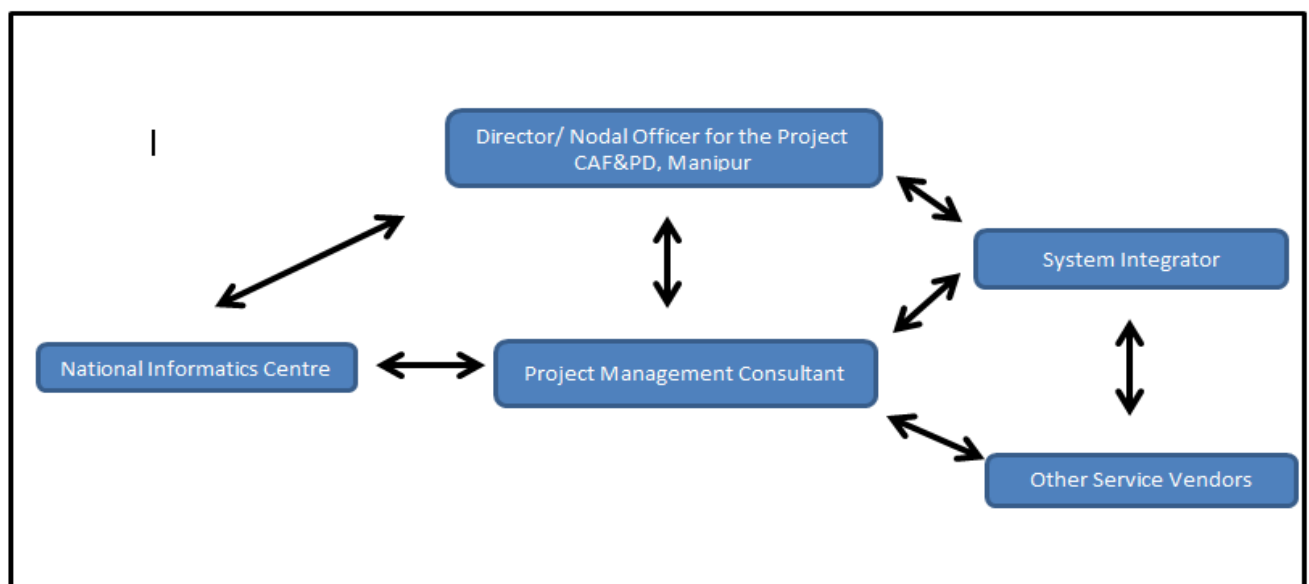
To meet the above stated objectives, the Consultant would have to manage the entire life cycle of the End-to-End Computerisation of TPDS including Bid Process Management, Engagement of Primary System Integrator, Contracting Vendor and other related aspects. The Consultant is expected to draw up a strategy for deployment of the solution as envisaged in the Detailed Project Report.

The objectives of the Project Management Consultancy is to ensure timely completion of the End-to-End Computerisation of the TPDS with due regards to sound management Principles, Technical Standards in accordance with the contract provisions.

The broad scope of services shall include but not limited to the following:-

- I. Support Department with service & goods procurement.
- II. Help Department with monitoring project execution from Infrastructure and Solution aspect.
- III. Support Department in framing and finalizing implementation strategy.
- IV. Facilitate Department with managing Issues and risk mitigation strategies.
- V. Coordinating with various stakeholders for expediting project progress.
- VI. Measure the project benefits as against the objectives and goals on a periodic basis

Model structure for PMC (Project Management Consultant) Interface



SECTION B: INSTRUCTIONS TO BIDDERS

1.0 DEFINITIONS

“Agreement” means the Agreement to be signed between the successful bidder and CAF&PD, including all attachments, appendices, all documents incorporated by reference thereto together with any subsequent modifications, the NIT, the bid offer, the acceptance and all related correspondences, clarifications, presentations.

“Authorized Representative” shall mean any person authorized by either of the parties.

“Awareness and Sensitization” shall mean creating awareness among the people and other stakeholders about the project and sensitizing them in this regard for successful implementation of the project. The awareness and sensitization is expected to bring about positive changes in people’s approach and response with respect to the Project, such that they are receptive to ICT infrastructure and processes and responsive in executing the project in true spirits. It shall include printing literature, communication through various media etc.

“Bidder” means a legally-established professional consulting firm/bidder or an entity that may provide or provides the Services to the Client under the Contract

“Department” means the Consumer Affairs, Food & Public Distribution, Government of Manipur (referred in short as “CAF&PD”).

“Client” means the Consumer Affairs, Food & Public Distribution, Government of Manipur (referred in short as “CAF&PD”).

“Consultant” means the same as Bidder.

“Contract” is used synonymously with Agreement.

“Default Notice” shall mean the written notice of Default of the Agreement is sued by one Party to the other in terms hereof.

“Documentary evidence” means any matter expressed or described upon any substance by means of letters, figures or marks intended to be used for the recording of that matter and produced before a court.

“Gol” shall mean Government of India

“Gov./GoM/Government/Govt. of Manipur” shall mean Government of Manipur.

“Law” shall mean any Act, notification, bye law, rules and regulations, directive, ordinance, order or instruction having the force of law enacted issued by the Government of India or State Government or regulatory authority or political sub-division of government agency.

“LoI” means Letter of Intent, which shall constitute the intention of the CAF&PD to place the Order with the successful bidder.

“Party” means CAF&PD or Bidder, individually and **“Parties”** mean CAF&PD and Bidder, collectively.

“Proposal / Bid” means the Pre-Qualification, Technical and Commercial Proposals all together, i.e., complete proposal for the implementation of this project across Manipur.

“Request for Proposal (NIT)” means this document and its annexure etc., seeking a set of solution(s), services(s), materials and/or any combination of them.

“Requirements” shall mean and include schedules, details, description, and statement of technical data, performance characteristics and standards (Indian & International) as applicable and specified in the NIT.

“Tenderer” shall mean the authority issuing this Request For Proposal (NIT) and the authority under whom this Project is to be implemented, operated, managed etc. and this authority shall be the Department of Consumer Affairs, Food & Public Distribution acting on behalf of the Government of Manipur as the implementing agency for the “implementation of end-to-end Computerization of Targeted Public Distribution System” Project in the State of Manipur.

“Termination Notice” means the written notice of termination of the Agreement issued by one Party to the other in terms hereof.

2.0 GOVERNING LANGUAGE

The Contract shall be written in English language. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the same language.

3.0 CONTACT DETAILS

All inquiries concerning this project are to be directed only to the Director, Consumer Affairs, Food & Public Distribution, Government of Manipur, Sangai Prou, Imphal-795001. Substantive questions will be dealt with in writing.

4.0 APPLICABLE LAWS

The Contract shall be interpreted in accordance with the laws of the Union of India.

5.0 ASSIGNING OF SUB-CONTRACTS

The Consultants shall not assign anyone in whole or in parts, its obligations to perform under the Contract, except with the Department’s prior written consent.

6.0 NOTICES

- i) Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing or by telex, email, cable or facsimile to the other party's address, and confirmed in writing by the other party.
- ii) A notice shall be effective when delivered or tendered to other party whichever is earlier.

7.0 GENERAL CONSIDERATIONS

Bids will be opened as per time schedule mentioned in the NIT. In preparing the Proposal, the Bidder is expected to examine the NIT in detail. Material deficiencies in providing the information requested in the NIT may result in rejection of the Proposal.

8.0 ELIGIBILITY OF BIDDERS

All Vendors empanelled by NICS through Tender NICS/E-GOV-CONSULTANCY/2013/08 for e-Gov consultancy.

9.0 COMPOSITION OF THE NIT

The bidders are expected to respond to the NIT using the forms given in this section and all documents supporting Evaluation Criteria. Technical & Financial Proposal shall comprise of following forms:

ANNEXURE – I FORM: BID EVALUATION CRITERIA

ANNEXURE – II FORM: CV FORMAT

ANNEXURE – III FORM: COMMERCIAL BID FORMAT

ANNEXURE – IV FORM: REQUEST FOR CLARIFICATION FORMAT

ANNEXURE – V FORM: COMPLIANCE SHEET FOR EVALUATION CRITERIA

ANNEXURE – VI FORM: BID CONDITIONS ACCEPTANCE LETTER

ANNEXURE – VII FORM: PROPOSED APPROACH AND METHODOLOGY

ANNEXURE – VIII FORM: POWER OF ATTORNEY FORMAT

The services required, bidding procedures, and contract terms are prescribed in the NIT document.

The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a Bid not substantially responsive in every respect will be at the Bidder's risk and may result in the rejection of its bid.

10.0 AMENDMENT OF BIDDING DOCUMENTS

- a. At any time prior to the deadline for submission of bids, the Tendering Authority may, for any reason, whether on its own initiative or in response to the clarification requested by a prospective Bidder, modify, change, incorporate or delete certain conditions in the bidding document. Such amendments will be published and such publication will be considered as adequate notice to all prospective bidders.
- b. In order to allow prospective Bidders reasonable time to take into consideration the amendments while preparing their bids the Tendering Authority, at its discretion, may extend the deadline for the submission of bids.

11.0 PREPARATION OF BIDS

Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of bid and the Department of Consumer Affairs, Food & Public Distribution, Government of Manipur, shall in no event or circumstance be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process. All costs incurred in connection with participation in the bidding process, including, but not limited to, costs incurred in participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by Department of Consumer Affairs, Food & Public Distribution, Government of Manipur, to facilitate the evaluation process and in negotiating a definitive contract or all such activities related to the bid process will be borne by the bidder. This NIT does not commit the Department of Consumer Affairs, Food & Public Distribution, Government of Manipur, to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award.

Language of the proposal

The Proposal prepared by the bidder, as well as all correspondence and documents relating to the Proposal exchanged between the bidder and the Department of Consumer Affairs, Food & Public Distribution, Government of Manipur, shall be in English. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation by 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.

Bid Currency

Prices shall be quoted in Indian National Rupees only and be inclusive of all taxes

Pre-Bid Conference

The bidders or their designated representatives are invited to attend the Pre-Bid Conference (PBC) at their own cost, on 27th September 2014, 2:00 p.m. at the following venue:-

**DIRECTORATE OF CONSUMER AFFAIRS, FOOD & PUBLIC DISTRIBUTION,
SANGAIPROU, IMPHAL-795001
MANIPUR. INDIA**

Only those prospective Bidders queries submitted in format provided in Annexure IV shall be suitably responded during Pre-Bid Conference who will submit their bid queries before or on 26th September 2014. Maximum 2 (two) representative from the prospective bidder will be allowed to participate in the Pre-Bid conference after showing the receipt of the tender fee.

Tenderer reserves the right not to respond to any/all queries raised or clarifications sought if, in their opinion and at their sole discretion, they consider that it would be inappropriate to do so or do not find any merit in it. The minutes of the PBC shall be published by tenderer along with corrigendum, if any.

Amendment in the NIT Document

- i) At any time prior to the deadline (or as extended by Department of Consumer Affairs, Food & Public Distribution, Government of Manipur) for submission of bids, the department, for any reason, whether at its own initiative or in response to clarifications requested by prospective bidder may modify the NIT document by issuing amendment(s).
- ii) All prospective Bidders who have received this NIT Document shall be notified of any amendments by publishing it in the website or through e-mail / fax (It is bidder's responsibility to ensure they provide the correct email id and fax number, CAF&PD shall in no way be responsible in case of non-receipt of these amendments by the prospective bidder) and all such amendments shall be binding on them without any further act or deed on the part of the Department of Consumer Affairs, Food & Public Distribution, Government of Manipur.
- iii) In order to allow bidders a reasonable time to take the amendment(s) into account in preparing their bids. Department of Consumer Affairs, Food & Public Distribution, Government of Manipur, at its discretion, may extend the deadline for the submission of bids.

Technical bid

The technical proposal should address all the areas/ sections as specified in the Qualification Criteria as specified in this NIT. The technical proposal should demonstrate how the bidder will provide the required services outlined in this NIT. It should articulate in detail, as to how the bidder's Technical Solution meets the requirements specified in the NIT. The technical proposal must not contain any

pricing information. In submitting additional information, beyond what has been explicitly asked for, please mark it as "supplemental" to the required response. If the bidder wishes to propose additional services (or enhanced levels of services) beyond the scope of this NIT, the proposal must include a description of such services as a separate attachment to the proposal.

Financial Bid

Unless explicitly indicated, bidder shall not include any technical information regarding the services in the financial proposal. Conditional price bid would not be acceptable to Tendering Authority. The bidder shall give the total composite price inclusive of all taxes. Any increase in rates of taxes will be to the account of the bidder. The basic unit price and all other components of the price need to be individually indicated. Prices of incidental services should also be quoted.

Authentication of Bids

A Proposal should be accompanied by a power-of-attorney in the name of the signatory of the Proposal.

12.0 SUBMISSION OF BIDS

Sealing and Marking of Bids

The bidders should submit their responses as per the format given in this NIT in the following manner:

- Technical Proposal - (1 Original + 1 Copies + 1 CD) in first envelope
- Commercial Proposal - (1 Original) in second envelope.
- The Response to Technical Proposal and Commercial Proposal (As mentioned in previous paragraph) should be covered in separate sealed envelopes super-scribing "Technical Proposal" and "Commercial Proposal" respectively. Each copy of each bid should also be marked as "Original" OR "Copy" as the case may be.
- Please Note that Prices should not be indicated in the Technical Proposal but should only be indicated in the Commercial Proposal.
- The two envelopes containing copies of Technical Proposal and Commercial Proposal should be put in another single sealed envelope clearly marked "Response to NIT for Selection of Programme Management Consultant for the implementation of End-to-End Computerization of TPDS in Manipur NIT No. No.5/16/2014-CAF&PD Dated 27th November 2014 and the wordings "DO NOT OPEN BEFORE 22nd December, 2014 at 11:00 a.m." and should be submitted at following address:

DIRECTOR, CONSUMER AFFAIRS, FOOD & PUBLIC DISTRIBUTION, SANGAIPROU, IMPHAL-795001, MANIPUR, INDIA.

- The outer envelope thus prepared should also indicate clearly the name, address, telephone number, E-mail ID and fax number of the bidder to enable the Bid to be returned unopened in case it is declared "Late".
- All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
- The original proposal/bid shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the bidder itself. Any such corrections must be initialed by the person (or persons) who sign(s) the proposals.
- All pages of the bid including the duplicate copies, shall be initialed and stamped by the person or persons who sign the bid.
- In case of any discrepancy observed by DCAFPD, Government of Manipur in the contents of the submitted original paper bid documents with respective copies, the information furnished on original paper bid document will prevail over others.
- Bidder must ensure that the information furnished by him in respective CDs is identical to that submitted by him in the original paper bid document. In case of any discrepancy observed by DCAFPD, Government of Manipur in the contents of the CDs and original paper bid documents, the information furnished on original paper bid document will prevail over the soft copy.

Deadline for Submission of Bids

- Bid must be received by the Department of Consumer Affairs, Food & Public Distribution, Government of Manipur at the address and not later than the time and date specified at Invitation to Bid Sheet. Bids received after this deadline will be rejected and returned to the bidder unopened.
- Department of Consumer Affairs, Food & Public Distribution, Government of Manipur, may, at its discretion, on giving reasonable notice in writing by publishing on the specified websites and/or through press notification, to all bidders who have been issued the NIT documents and/or downloaded the NIT documents from the websites, extend the bid-due-date, in which case all rights and obligations of the , Department of Consumer Affairs, Food & Public Distribution, Government of Manipur and the bidder, subject to the provision bid-due-date, shall thereafter be subject to the new bid due date or deadline as extended.

Late Bid

- Any bid received by the Tendering Authority after the deadline for submission of bids prescribed by the Tendering Authority, will be rejected and/or returned unopened to the Bidder.

13.0 BID VALIDITY

- i) The proposal shall remain valid for 180 days from the date of Technical Bid Opening being specified. Bidder should ensure that in all circumstances, its Bid fulfills the validity condition. Any bid valid for a shorter period shall be rejected as non-responsive.
- ii) During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Consultants, the proposed rates and the total price.

14.0 EXTENSION OF VALIDITY PERIOD

In exceptional circumstances, Department of Consumer Affairs, Food & Public Distribution, Government of Manipur, may solicit bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing or by Fax. Bid Security shall also be suitably extended. A bidder granted the request is neither required nor permitted to modify the bid.

15.0 CONFLICT OF INTEREST

The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.

The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the department.

16.0 FRAUDULENT & CORRUPT PRACTICES

The CAF&PD requires that Consultant selected through this NIT must observe the highest standards of ethics during the performance and execution of such contract. In pursuance of this policy, the CAF&PD:

1. Defines, for the purposes of this provision, the terms set forth as follows:
 - i. **"Corrupt practice"** means the offering, giving, receiving or soliciting of anything of value to influence the action of the CAF&PD or any personnel of the department in contract execution.
 - ii. **"Fraudulent practice"** means a misrepresentation of facts, in order to influence selection process or procurement process or the execution of a contract, to the

CAF&PD, and includes collusive practice among other bidders (prior to or after Proposal submission) designed to establish bids at artificially high or non-competitive levels and to deprive the CAF&PD of the benefits of free and open competition;

- iii. **“Unfair trade practice s”** means supply of services different from what is ordered on, or change in the Scope of Work.
 - iv. **“Coercive practices”** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.
2. The CAF&PD will reject a proposal for award, if it determines that the bidder recommended for award engaged in corrupt, fraudulent or unfair trade practices.
3. The CAF&PD will declare a firm ineligible, either indefinitely or for a stated period of time, for awarding the contract, if it at any time determines that the firm has engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing, the contract.

17.0 CONFIDENTIALITY OF BIDS

- i) From the time the Proposals are opened to the time the Contract is awarded, the Bidder should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Bidders who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.
- ii) Any attempt by shortlisted Bidders or anyone on behalf of the Bidder to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of black-listing of the firm by the Department/ Government of Manipur.
- iii) Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Bidder wishes to contact the Client or the Bank on any matter related to the selection process, it should do so only in writing.

18.0 MODIFICATION AND WITHDRAWAL OF BIDS

- i) The bidder may modify or withdraw its bid after submission, provided that written notice of the modification including substitution or withdrawal of the bids, is received by Department of Consumer Affairs, Food & Public Distribution, Government of Manipur prior to the deadline prescribed for submission of bids.

- ii) The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in the manner similar to the original bid.
- iii) No bid shall be modified subsequent to the deadline for submission of bids.
- iv) No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of Bid validity specified by the bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the bidder's forfeiture of its Bid security.

19.0 AWARD OF CONTRACT

i) **Right to Accept or Reject any or all Bids**

Notwithstanding anything contained in this NIT, the Director, CAF&PD, Manipur reserves the right to accept any bid, and to annul the Tender process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidders of the grounds for the CAF&PD action.

ii) **Notification of Award**

Department of Consumer Affairs, Food & Public Distribution, Government of Manipur will award the contract to the successful bidder whose bid has been determined to be responsive and has been determined to be most competitive and thus selected.

20.0 TERMINATION

- i) **Termination for Default:** If the bidder fails to carry out the award / work order in terms of this document within the stipulated period or any extension thereof, as may be allowed by Department of Consumer Affairs, Food & Public Distribution, Government of Manipur, without any valid reasons acceptable to Department of Consumer Affairs, Food & Public Distribution, Government of Manipur; the Department may terminate the contract after giving one month notice, and the decision of Department of Consumer Affairs, Food & Public Distribution, Government of Manipur on the matter shall be final and binding on the bidder. Upon termination of the contract, by Department of Consumer Affairs, Food & Public Distribution, Government of Manipur shall be at liberty to get the work done at the risk and expense of the bidder through any other agency, and to recover from the bidder compensation or damages.
- ii) **Termination for Insolvency:** by Department of Consumer Affairs, Food & Public Distribution, Government of Manipur can terminate the contract if the bidder becomes bankrupt and/or losses the desired state of insolvency with a notice of 15 days. by Department of Consumer Affairs, Food & Public Distribution, Government of Manipur, in such cases of termination,

will not be responsible for any loss or financial damage to the service provider resulted due to the termination. The Government will also, in such cases have the right to recover any pending dues by invoking the performance bank guarantee or any such instrument available with the Government.

21.0 FORCE MAJURE

For the purpose of this Article, “Force Majeure” means any cause, which is beyond the control of the Consultants or Department of Consumer Affairs, Food & Public Distribution, Government of Manipur as the case may be, which such party could not foresee or with a reasonable amount of diligence could not have foreseen, and which substantially affect the performance of the Contract, such as:-

- i) War / hostilities
- ii) Riot or civil commotion
- iii) Earth Quake, Flood, Fire, Tempest, Epidemics, Lightning or other natural physical Disaster, Quarantine restricts and Freight embargoes
- iv) Restrictions imposed by the Government or other statutory bodies, which is beyond the Consultants.

If a Force Majeure situation arises, the Consultant is required to promptly notify the Department of Consumer Affairs, Food & Public Distribution, Government of Manipur in writing of such condition and the cause thereof within a period of three (3) days from the date of happening of such an event requiring invocation of this force majeure article. Unless otherwise directed by Department of Consumer Affairs, Food & Public Distribution, Government of Manipur in writing, the Consultants will continue to perform its obligations under this supply order as far as is reasonably practical and shall seek all reasonable alternative means for performances of this order.

22.0 RESOLUTION OF DISPUTES & ARBITRATION

- i) State and the selected bidder shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- ii) If, after thirty (30) days from the commencement of such informal negotiations, State and the selected Bidder have been unable to amicably resolve dispute, either party may require that the dispute be referred for resolution to the formal mechanisms, which may include, but are not restricted to, conciliation mediated by a third party acceptable to both, or in accordance with the Arbitration and Conciliation Act, 1996.

- iii) All Arbitration proceedings shall be held at Imphal, Manipur, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

23.0 ACQUAINTANCE WITH LOCAL CONDITIONS

- i) Each Bidder is expected to fully get acquainted with the local conditions and factors, which would have any effect on the performance of the contract and /or the cost.
- ii) The Bidder is expected to know all conditions and factors, which may have any effect on the execution of the contract after issue of Letter of Intent/Award as described in the bidding documents. The tenderer shall not entertain any request for clarification from the Bidder regarding such local conditions.
- iii) It is the Bidder's responsibility that such factors have properly been investigated and considered while submitting the bid proposals and no claim whatsoever including those for financial adjustment to the contract awarded under the bidding documents will be entertained by the tenderer. Neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the tenderer on account of failure of the Bidder to know the local laws / conditions.

24.0 CONFIDENTIALITY

Any information pertaining to Department of Consumer Affairs, Food & Public Distribution, Government of Manipur, or any other agency involved in the project, matters concerning the State department that comes to the knowledge of the Consultants in connection with this contract, will be deemed to be confidential and the Consultants will be fully responsible, for the same being kept confidential and held in trust, as also for all consequences of its concerned personnel failing to observe the same. The Consultants shall ensure due secrecy of information and data not intended for public distribution.

25.0 LIMITATIONS OF LIABILITY

The liability of Department of Consumer Affairs, Food & Public Distribution, Government of Manipur, for its obligations under the Contract shall in no case exceed the total value of the Contract.

26.0 FAILURE TO AGREE WITH THE TERMS AND CONDITIONS OF THE NIT

Failure of the successful Bidder to agree with the Terms and Conditions of the NIT shall constitute sufficient grounds for the annulment of the award, in which event Department of Consumer Affairs,

Food & Public Distribution, Government of Manipur, may award the Contract to the next best value Bidder or call for new Bids.

SECTION C BID EVALUATION

1.0 BID EVALUATION PROCESS

All Bidders empanelled by NICS through Tender NICS/E-GOV-CONSULTANCY/2013/08 for e-Gov consultancy will only be selected for the Technical evaluation. A Bidder will be selected under **Quality Cost Based Selection (QCBS)** procedures based on the technical & commercial score.

2.0 TECHNICAL EVALUATION

The bidders are required to give a presentation along with technical proposal to CAF&PD, Manipur, on 23rd December, 2014, 12 noon onwards at **DIRECTORATE OF CONSUMER AFFAIRS, FOOD & PUBLIC DISTRIBUTION, SANGAIPROU, IMPHAL-795001, MANIPUR, INDIA**

The focus of the technical proposal and presentation will be as per the technical evaluation criteria mentioned in Annexure-I. Further, during the presentation which is part of technical evaluation criteria, the consultants should present their understandings of the assignment, relevant project executed by the consultant, the approach and methodology, timelines along with the key resource details, their roles and responsibilities.

The responses given by consultants will be specifically evaluated with respect to:

- I. Organization Experience,
 - II. Approach and Methodology including Work plan
 - III. Project Team
 - IV. Presentation
1. For calculating the technical score (TS), the individual scores, as per respective weightage for each of the items mentioned in the Annexure-I
 2. In order to qualify technically, a bid must secure a minimum of 60 marks after summing up. Only those proposals which have a minimum score of 60 will be considered for financial evaluation. The technical scores from the Technical Evaluation will be used for the final evaluation. The bid getting the highest score will be designated T1. In the event CAF&PD does not receive minimum of three bidders securing qualifying marks then, CAF&PD reserves the right to continue the bid evaluation and selection of the most competent bidder at its discretion.

Technical Score of the Bidder (TS) = (Technical score of the Bidder / Maximum Technical score (T1)) X 100 (rounded off to 2 decimal places)

3.0 COMMERCIAL BID EVALUATION

1. In the commercial bid which shall be submitted separately in a sealed cover, consultant will provide details as per the format defined in Annexure-III.
2. Only the technically qualified bids would be considered for commercial bid evaluation and only their commercial bids would be opened.
3. Service Tax, as applicable, will be paid extra.
4. Average Bid price will be calculated for all technically qualified bidders as Sum of bid prices for all technically qualified bidders / Number of technically qualified bids.
5. The bidder with lowest project cost (amongst the bidders not disqualified technically) will be designated as (L1) will be awarded a score of 100.
6. Commercial Scores for other technically qualified bidders will be evaluated using the following formula detailed below: -

Commercial Score of Bidder (CS) = (PC of L1/PC of the Bidder) X 100 (rounded off to 2 decimal places)

4.0 CALCULATION OF FINAL COMPOSITE SCORE

1. A composite score shall be calculated for technically qualified bids only.
The weightage for the composite evaluation is as described below:
 - I. Technical – 70%
 - II. Commercial – 30%
2. Bidder with the highest final composite score (Final Score = TS*0.7+CS*0.3) will be called for negotiating the contract. In case of a tie in the final composite score the bidder with the higher Technical Score will be invited for negotiations and selection first.
3. After negotiation, CAF&PD will issue the work order to the selected bidder.

SECTION D MANPOWER AND PAYMENT TERMS

1.0 MANPOWER REQUIREMENT AND DEPLOYMENT PLAN

Bidder will provide its estimated effort which shall not be less than 2 resources in the format for commercial bid provided in Annexure III, with justification for various activities mentioned under section “Scope of Work” and proposed resource type (as per NICS empanelment nomenclature). However the related committee will review the response (estimated effort with justifications, mandatory documents as asked for) from the Bidder.

Bidder will provide its proposed work plan for the scope mentioned with timeline for each activity. Bidder will also submit resource type and nature (domain) to be deployed in activity. Staggered or phased deployment may be considered in cases where activities of the bidder for the proposed

engagement are not linear or continuous on time scale. However the related Committee shall review and finalize the work plan and deployment requirement.

Further, in case of replacement of resource for any unavoidable reason, selected bidder will replace them with equivalent resource whose CV is approved by Committee. All such replacement has to be done within 14 days of discontinuation of the existing manpower. Else, penalty may be imposed as per NICS terms.

2.0 PAYMENT TERMS

The Department of Food & Consumer Protection will make payment to selected bidder in Indian National Rupees (INR) only on monthly basis based on Total Man month cost (Sl. No. 6) of commercial bid provided in Annexure III. Payment will be made on submission of invoice and satisfactory performance. Any TA/DA related to project work outside Imphal shall be reimbursed separately as per NICS terms.

Section E: Annexure

ANNEXURE – I BID EVALUATION CRITERIA

Sl. No.	Suggested Criteria	Maximum Marks	Documents Required
1.	Experience (ongoing / past) in providing consulting for e-Governance projects in PDS Computerization for State or Central Government with contract value greater than Rs. 50 Lakhs with assignment duration more than one year in last 3 financial years. Any workorder/Lol issued on or after 1st April 2011 till the date of bid submission shall be considered for evaluation under this clause. 10 marks for each eligible project upto maximum of 40 marks.	35	Work Order/ Lol for these projects shall be provided
2.	Consultancy experience of e-Gov MMP projects in State of Manipur in last 3 financial years with contract value greater than 30 Lacs. Workorder/Lol issued on or after 1st April 2011 till the date of bid submission shall be considered for evaluation under this clause. 10 marks for each eligible project upto maximum of 30 marks.	30	Work Order/ Lol for these projects shall be provided
3.	<i>Consultant with 4+ years exp</i> - Past relevant consulting experience of working with e-Governance Computerization Projects in India >=4 years -5 marks >2<4 year-2 marks <2 – 0 mark - Past relevant experience of working in PDS Computerization >=2 Projects: 5 marks 1 Project: 2 marks 0 State: 0 marks	10	Filled in CV as per format laid out in Annexure II
4.	<i>Jr Consultant with 2+ years exp</i> - Past relevant consulting experience of working with e-Governance Computerization Projects in India >=2 years -5 marks >1<2 year-2 marks <1– 0 mark - Past relevant experience of working in State of Manipur >=2 Projects: 5 marks 1 Project: 2 marks 0 State: 0 marks - Fluency in verbal and written communication in Manipuri is a mandatory requirement.	10	Filled in CV as per format laid out in Annexure II

4.	Computer Operator Qualification: Diploma/Degree in Computer Applications Experience: >=5 years -5 marks >2<5 year-2 marks <1– 0 mark •	5	Filled in CV as per format laid out in Annexure II
5	Technical Proposal & Presentation • Understanding of the Public Distribution System domain and the current problems. • Proposed Solution, Approach & Methodology Indicative Project Plan with WBS, resources deployment plan along with roles and responsibilities, deliverables planning and qualification of resources.	10	Technical Proposal & PPT Presentation
Total Score		100	

ANNEXURE – II FORM: CV FORMAT

CV No.	1			
1	Proposed Deployment Details			
	Proposed position for This project	Proposed Work Area	Specific Task assigned	
2	Name			
3	Date of Birth			
4a	Total Years of Experience			
4b	Total Experience with the firm/Company			
5	Nationality			
6	Addressofthecompany/Firm			
	Telephoneno			
	Faxno			
	E-mailaddressoftheEmployee			
7	Education			
	Degree (Specialization)	Institution	Yearinwhichobtained	
8	OtherProfessionalcertificationortraining			
9	Language & Degree of Proficiency			
10	Countries of Work Experience			
11	Detailed tasks handled (In the State of Manipur) (Mandatory for Consultant with 7 years and 5 years exp category)			
	Work Area	Tasks Handled	Project Details	Position Assigned
11	Detailed tasks handled (Outside the State of Manipur)			

ANNEXURE – III FORM: COMMERCIAL BID FORMAT

Sl. No.	Profile	No. of person (A)	Man-month Rate excl. applicable taxes (B)	No. of onsite man days per month (C)	Man month cost (D)= (A)X(B)X (C)/30
1	Consultant (with qualifications of BE/B Tech and MBA with 4+ years' experience)				
2	Jr. Consultant (with qualifications of BE/B Tech and MBA with 2+ years' experience)				
3	Computer Operator				
4	Total Man month cost excl. applicable taxes				
5	Applicable taxes				
6	Total Man month cost incl. all applicable taxes *				
7	Total Man month Cost incl. all applicable taxes for 24 months				

* Any TA/DA related to project work outside Imphal shall be reimbursed separately as per NICS terms.

ANNEXURE – IVFORM: REQUEST FOR CLARIFICATION FORMAT

REQUEST FOR CLARIFICATIONS					
Name of Bidder					
Name and designation of person submitting request					
Full formal communication address of the organization					
Telephone					
Fax					
Email					
SL No	NIT Document Reference			Content of NIT Requiring Clarification	Clarification Required
	Volume	Page	Section/Paragraph		

ANNEXURE – VFORM: COMPLIANCE SHEET FOR EVALUATION CRITERIA

#	Suggested Criteria	Documents Required	Compliance (Yes/No)	Reference & Page Number in Technical Proposal
1	Experience (ongoing / past) in providing consulting for e-Governance projects in PDS Computerization for State or Central Government with contract value greater than Rs. 50 Lakhs with assignment duration more than one year in last 3 financial years. Any workorder/Lol issued on or after 1 st April 2011 till the date of bid submission shall be considered for evaluation under this clause.	Work Order/ Lol for these projects shall be provided		
2	Consultancy experience of e-Gov MMP projects in State of Manipur in last 3 financial years with contract value greater than 30 Lacs. Workorder/Lol issued on or after 1 st April 2011 till the date of bid submission shall be considered for evaluation under this clause.	Work Order/ Lol for these projects shall be provided		
	<i>Consultant with 10 years exp</i> Past relevant consulting experience of working with e-Governance	Filled in CV as per format laid out in Annexure II		

	Computerization Projects in India • Past relevant experience of working in PDS Computerization			
3	<i>Consultant with 7 years exp</i> • Past relevant consulting experience of working with e-Governance Computerization Projects in India • Past relevant experience of working in State of Manipur • Fluency in verbal and written communication in Manipuri is a mandatory requirement.	Filled in CV as per format laid out in Annexure II		
4	Technical Proposal & Presentation • Understanding of the Public Distribution System domain and the current problems. • Proposed Solution, Approach & Methodology • Indicative Project Plan with WBS, resources deployment plan along with roles and responsibilities, deliverables planning and qualification of resources.	Technical Proposal & PPT Presentation		

To,

**The Director
CONSUMER AFFAIRS, FOOD & PUBLIC DISTRIBUTION,
SANGAIPROU, IMPHAL-795001
MANIPUR, INDIA**

Tel:

Fax:

Sub: Acceptance of Terms & Conditions of Tender

Name of Work: - *Selection of Program Management Consultant for implementation of End-to-End Computerization of TPDS operations in Manipur*

Tender No:

Our Bid against Schedule No:.....

Dear Sir/Madam,

1. The NIT document for the works mentioned above has been obtained by me from the URL:

_____/ hardcopy from _____ and I / w e hereby certify that I / we have read the entire terms and conditions of the NIT document, which shall form part of the contract agreement and I / we shall abide by the conditions / clauses contained therein.

2. I / we hereby unconditionally accept the tender conditions of the CAF&PD's NIT document in its entirety for the above works.

3. It is clarified that after unconditionally accepting the tender conditions in its entirety, it is not permissible to put any remarks / conditions (except unconditional rebates on quoted rates if any) in the tender enclosed in envelopes "Technical Bid" and the same has been followed in the present case. In case any provisions of this tender are found violated after opening the envelopes, I / we agree that the tender shall be rejected and the CAF&PD shall without prejudice to any other right or remedy be at liberty to forfeit the full said earnest money absolutely.

Yours Faithfully,

(Signature of the Bidder)

Date:

Stamp

ANNEXURE – VII FORM: PROPOSED APPROACH AND METHODOLOGY

Technical approach, methodology and work plan are key components of the Technical Proposal. Bidders are suggested to present Approach and Methodology divided into the following sections:

- a) Understanding of the project
- b) Potential initiatives giving the priorities
- c) Technical Approach and Methodology

Technical Approach and Methodology

Bidder should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output.

Bidder should highlight the problems being addressed and their importance, and explain the technical approach one would adopt to address them. Bidder should also explain the methodologies proposed to adopt and highlight the compatibility of those methodologies with the proposed approach.

ANNEXURE – VIII FORM: POWER OF ATTORNEY FORMAT

Know all me by these presents that we <<name of company>> incorporated in India under the Companies Act, 1956 and having its registered office at <<registered office address>> (India) (Hereinafter called the “Company”) hereby nominate, constitute and appoint <<name of person in whose favour authority is being made under the attorney >>, <<Designation of the person>>, s/d/o <<father’s name of the person>>, to be true and lawful attorney in fact and at law of the Company for and in the name and on behalf of the Company, to do, execute and perform all or any of the following acts, deeds, matters and things namely:-

1. To appear for and represent the Company to all intents and purposes in connection with the matters pertaining to signing and submission of tender (NIT No.<<>>) for selection of Consultants for implementing the proposed <<Name of the Project>> for the CAF&PD, Govt. of Manipur and all affairs ancillary or incidental thereto.
2. AND the Company hereby agree that all acts, deeds and things lawfully done by the said attorney shall be construed as acts, deeds and things done by the Company itself on the above matter and the Company hereby undertakes to ratify and confirm all and whatever its attorney shall lawfully do or cause to be done for and on behalf of the Company by virtue of the powers hereby given.

In witness whereof <<name of person authorized to execute the attorney on behalf of Company>>, <<Designation of the person>> of the Company acting for and on behalf of the Company under the authority conferred by the <<reference of body/ notification/ authority orders like Board of Directors of the Company>> in its << reference/ number/ meeting held on>> dated <<date of reference>> has signed thisPower of Attorney at <<place>> on this day of <<day>><<month>>, <<year>>.

The signatures of <<name of person in whose favour authority is being made under the attorney >> given below are hereby certified.

<<signature, name & designation of person executing attorney and name of company>>

WITNESS:

<<signature, name & designation of person witness to this attorney>><<signature & name of the person in whose favour authority is being made under the attorney >>

CERTIFIED:

<<signature, name & designation of person executing attorney and name of company>>