



## **MID DAY MEAL SCHEME**

**Karnataka - Bangalore**

### **"TENDER NOTIFICATION"**

**To provide the services of Programmer, Accounts Officer, Accounts Assistant, Junior Programmer, Data Entry Operators and Scavenger to State Office, Data Entry Operators and Scavenger to District offices and Taluk offices.**

#### ***TENDER DOCUMENT***

#### ***Address for communication***

Office of the joint Director,  
Mid day meal scheme,  
K.G.Road, Bangalore-02.

Email: [jd\\_mms@yahoo.co.in](mailto:jd_mms@yahoo.co.in), [jdpimdms@gmail.com](mailto:jdpimdms@gmail.com)

Website: [www.schooleducation.kar.nic.in](http://www.schooleducation.kar.nic.in)

Phone No: 22242943 Fax No: 22271998

#### **MID DAY MEAL SCHEME**

**O/o Office of the joint Director, Mid Day Meal Scheme, K.G.Road, Bangalore-02.**

Invitation to provide the services of Programmer, Accounts Officer, Accounts Assistant, Junior Programmer, Data Entry Operators and Scavenger to State Office, Data Entry Operators and Scavenger to District offices and taluk offices.

(1) 1 Programmer, 1 Statistical Assistant 1 Assistant programmer, 2 Accounts assistant, 3 Data Entry Operators, 3 Scavengers to State Office, 30 Data Entry Operators and Scavengers to District Offices and 176 Data Entry Operators and Scavengers for Taluk Offices on indent basis. The bidder has to submit the proposal along with EMD of Rs.5,00,000/- (Five lakhs only)

The document is available on the internet in the website <http://www.eproc.karnataka.gov.in>. and <http://www.schooleducation.kar.nic.in>. The same can be downloaded from the internet.

It may be noted that all subsequent notifications, changes and amendments on the project/document would be posted only on the following website: <http://www.eproc.karnataka.gov.in>.

The bidders will be required to register themselves with the centre for E-Governance to participate in the bidding process and also get Necessary digital signature certificates. The details of the process of registration and obtaining the digital signature certificates are available on the website: <http://www.eproc.karnataka.gov.in>. and <http://www.schooleducation.kar.nic.in>. Necessary training and hands on experience in handling e-procurement system could be obtained from the centre for E- Governance. Necessary details could also be obtained over telephone at 08022485867.

(2) The pre-proposal conference will be held at Commissioner of Public instruction, Nrupatunga Road, Bangalore on **10.06.2014 at 3.00 P.M.**

(3) The Completed document "Request for Proposal" should be submitted on or before **20.06.2014 at 4.00 P.M.** The technical proposal will be opened on **23-06-2014 at 4.00 P.M.** The detail time schedule of the tender is as under.

(4)

<b>Tender reference and Date</b>		
1	Amount put for tender	Approx. 578.22 lakhs
2	Date of commencement of tender downloading on web site	<b>05-06-2014</b>
3	Last date and time for submission of bid	<b>20-06-2014 at 04.00 PM</b>
4	Date and time of opening of Technical Bid	<b>23-06-2014 at 04.00 PM</b>
5	Probable date and time of opening Financial Bid	<b>25-06-2014 at 03.00 PM</b>
6	EMD amount payable electronically only	Rs 5,00,000/-
7	<b>Pre bid meeting</b>	<b>10-06-2014 at 3.00 P.M.</b>

(5) For further details contact the **Joint Director (Mid day meals)**, during office hours or call Ph:080-22242943, 22271998

**Joint Director,  
Mid Day Meal Scheme,  
K.G Road, Bangalore**

## MID DAY MEAL SCHEME

O/o Office of the Joint Director, Mid day meal scheme, K.G.Road, Bangalore-02.

### ***A Brief information on "REQUEST FOR PROPOSAL" (RFP)***

1. Under Mid Day Meal programme this is the RFP to procure services Invitation to provide the services of Programmer, Accounts Officer, Accounts Assistant, Junior Programmer, Data Entry Operators and Scavenger to State Office, Data Entry Operators and Scavenger to District offices and taluk offices on indent basis
2. Proposals in Electronic Form are invited from professional Firms/ Companies participate in the tender for providing the services of Programmer, Accounts Officer, Accounts Assistant, Junior Programmer, Data Entry Operators and Scavenger to State Office, Data Entry Operators and Scavenger to District offices and taluk offices
3. The proposal to be submitted along with Earnest Money Deposit (EMD) of **Rs. 5,00,000/-** The EMD shall be kept valid for at least 45 days in addition to the Proposal Validity Period and would need to be extended, if so required by the approval authority, for any extension in Proposal Validity Period.

3.1 The Bid Security shall be credited to the account of Centre for E-Governance

- a) Through Credit Card
- b) Internet Banking
- c) National Electronic Fund Transfer
- d) Remittance over the counter of **ICICI Bank**
- e) The Bidders' bid will be evaluated only on confirmation of receipt of the payment (EMD) in the GoK's central pooling a/c held at **ICICI Bank**

EMD amount will have to be submitted by the Bidder taking into account the following conditions:

- a)** EMD will be accepted only in the form of electronic cash (and not through Demand Draft or Bank Guarantee) and will be maintained in the Govt.'s central pooling account until the Tender process is finalized.
- b)** The entire EMD amount for a particular tender has to be paid in a single transaction.

3.2 The EMD shall be returned to the unsuccessful Bidders within a period of eight (8) weeks from the date of announcement of the Successful Bidder. The EMD submitted by the Successful Bidder shall be released upon furnishing of the Performance Security of 2.5% of the total bid amount in the form and manner as stipulated in the Agreement.

3.3 The EMD shall be forfeited in the following cases:

- a) If the Bidder modifies or withdraws the Proposal;

- b) If the Bidder withdraws the Proposal during the interval between the Proposal due date and expiration of the Proposal Validity period;
- c) If the Successful Bidder fails to provide the Performance Security and to execute the agreement within the stipulated time or any extension thereof provided by the **approval authority**.
- d) If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect;

**4** The letter of invitation, terms of reference and information for consultants are enumerated in this request for proposal.

## LETTER FOR INVITATION

Sir,

Sub: Request for proposal to provide around Programmer, Accounts Officer,  
Accounts Assistant, Junior Programmer, Data Entry Operators and  
Scavenger to State Office, Data Entry Operators and Scavenger to District  
offices and taluk offices

\*\*\*\*\*

1. You are here by invited to submit Technical and Financial proposal for providing services of personnel Programmer, Accounts Officer, Accounts Assistant, Junior Programmer, Data Entry Operators and Scavenger to State Office, Data Entry Operators and Scavenger to District offices and taluk offices.

The services of Accounts Assistants is proposed to be obtained initially for a period of one year up-to / from date of execution of MOU. This may also be extended to another year on mutual acceptance without any revision of terms and conditions, including the pricing.

2. The purpose of this assignment is, to get smooth, efficient and timely feedback from Thaluka Panchayts / Zilla Panchayt to Statelevel Joint Director MDM **Releases, Expenditure as well as Utilisation Certificates, and timely entry of MIS Data Entry.**

This service is needed from qualified, competent, efficient and experienced account personnel.

3. The request for proposal contains the following documents.

- a. Terms of References
- b. Technical Proposal- Standard Form
- c. Financial Proposal - Standard Form

4. In order to obtain more information on the assignment, it is considered desirable that a representative of your firm visits the office of the Commissioner for Public Instruction, New Public Building, Nruptunga Road, Bangalore before the proposal is submitted. Your representative may meet the **Joint Director of Public Instruction, Mid Day Meal, K.G.Road, Bangalore.-2**

5. A pre-proposal conference open to all prospective Bidders will be held on **10.06.2014 at 3.00 P.M.** at Commissioner for Public Instruction, New Public Building, Nruptunga Road, Bangalore. The Prospective agencies/ firm/ company will have an opportunity to obtain clarification regarding the scope of work, terms of reference, contract conditions and any other pertinent information.

6. **Eligibility for Bidder :**

6.1 The Bidder must have a Company Registered under the provisions of the Companies Act or A firm Registered in Karnataka with the Competent Authority.

6.2 Three year experience of Supply of at least 100 \_\_\_ man power in one year

6.3 The Company/firm should have been in the business for providing Man power Resource at least for the last **5 years**.

6.4 The Company/firm should have previous experiences in the field of providing man power services, and should have provided the man power services to at least 10 organisation during the past two years ie. 2011-12 & 2012-13.

6.5 Company/firm should have an cumulative **Turnover** of **Rs.5.00** crore during the past three audited years i.e. 2011-12 , 2012-13, 2013-14

6.6 Company/firm should have a certificate of legal status, Place of Registration and Principal place of business of the Firm.

6.7 Company/firm should have a **Service Tax** Registration and Service Tax returns filed in the three financial years i.e., 2011-12 , 2012-13 & 2013-14..

6.8 Company/firm should have an acknowledgement of **Income Tax** returns filed in the last three years i.e. 2011-12, 2012-13. & 2013-14.

6.9 **Company/firm should have a EPF Registration and EPF returns filed in the last** three years i.e. 2011-12, 2012-13. & 2013-14.

6.10 Company/firm should have a **ESI Registration** and ESI returns filed in the last three years i.e. 2011-12, 2012-13. & 2013-14.

6.11 ISO Certification is compulsory.

7. The **“TECHNICAL PROPOSAL”** should include the description of the Firm/Companies and their general experience in the field of assignment, qualification and competency of the personnel proposed for the assignment. The technical proposal should also include proposed work plan methodology and approach in response to suggested terms of reference.

The “TECHNICAL PROPOSAL” should include the following & all the copies should be duly attested by the Notary OR any Gazetted Officer.

- i. Letter of proposal Appendix-A
- ii. Power of Attorney Appendix-B
- iii. Details of bidder/service provider Appendix-C
- iv. Statement of Experience Appendix-D
- v. Statutory auditor certificates Appendix-E
- vi. Registration Certificate
- vii. IT returns acknowledgement
- viii. Audited balance sheet certified by Chartered Accounts
- ix. Service Tax registration issued by appropriate authority.

7.1 The **“FINANCIAL PROPOSAL”** will be on monthly lump sum basis for providing the services of personnel Programmer, Accounts Officer, Accounts Assistant, Junior Programmer, Data Entry Operators and Scavenger to State Office, Data Entry Operators and Scavenger to District offices and taluk offices.

The financial proposal shall be inclusive of all duties, and all types of taxes etc as applicable. **(APPENDIX – F)**.

#### 8. **Opening of Proposal:**

The proposals containing technical proposal will be opened by the **Commissioner for Public Instruction, Bengaluru** or his authorized representative in his office on **23.06.2014 at 4.00 P.M.** in the e-form. It may please be noted that the Financial Proposal containing the detailed price offer will be opened after completion of technical evaluation.

#### 9. **Evaluation:**

A two -stage procedure will be adopted in evaluating the proposals with the technical evaluation being completed prior to any financial proposals being opened. The technical proposals will be evaluated based on the documents provided by the bidder as mentioned at para 6 & 7 above.

#### 10. **Deciding Award of Contract:**

a. The client will carry out the evaluation of proposals on the basis of their responsiveness to the terms of reference, applying the evaluation criteria. A proposal to be considered unsuitable shall be rejected at this stage if it does not respond to the important aspects of the terms of reference or if it fails to produced the relevant documents as sought for at 6 & 7.

The **CPI, Bengaluru** will notify the names of the Firms, whose proposal did not meet the required qualification or were considered non-responsive to the letter of invitation and terms of reference, indicating that their financial proposals will be kept unopened. The **CPI, Bengaluru** will simultaneously notify the Firms / Agencies that have qualified in technical evaluation, indicating the date and time set for opening of financial proposals.

b. The financial proposal shall be opened in the electronic form only, those Firms who are **technically qualified**.

c. The **Firm quoted the L1 (least) in financial bid will be considered**.

d. Negotiations with the successful bidder

The aim is to reach an agreement on all points and sign a contract. Negotiations will include discussion on the Technical proposals, staffing and any suggestions made by the firm to improve the terms of reference. The client and firm will then work out the agreed final terms of reference. The client expects to negotiate a contract on the basis of the personal named in the proposal. Before contract negotiations, **Commissioner for Public Instruction, Bengaluru**, will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment.

The negotiations will complete on signing the agreed contract by the **Commissioner for Public Instruction, Bengaluru**. and the firm.

11. Please note that the **Commissioner for Public Instruction, Bengaluru**, is at full liberty to reject the RFP without assigning any reason. Further, as quality is the principal selection criterion, the **Commissioner for Public Instruction, Bengaluru** is not bound in any way to select the firm offering the lowest price and will have all the right to reject RFP though the firm offered lowest price.



12. The **Commissioner for Public Instruction, Bengaluru** reserves the right to modify or cancel or add any clauses or conditions under TOR or GCC at any point of time during the period of contract. The **Commissioner for Public Instruction, Bengaluru** decision is final in case of any dispute.

13. The successful Bidder will be required to furnish Performance Security in the form of DD/Bank Guarantee equal to 2.5% of the contract value. Successful bidders are required to execute an agreement with SPD.

14. You are requested to hold our proposal valid for 90days from the date of submission without changing the personnel proposed for the assignment and your proposed price. **Commissioner for Public Instruction, Bengaluru** will make best efforts to select a Bidder within this period.

15. The payment under this assignment will be subject to normal tax liability in India.

16. We would appreciate if you inform us the following by Telex/E-mail.

17. The selected bidder should appoint the man power within 7 days after made of MOU

- Your acknowledgement of the receipt of this letter of invitation.
- Whether or not you will be submitting a proposal.

Yours faithfully,

**Commissioner for Public Instruction,  
K.R.Circle, Bengaluru**

**Enclosures:**

1. Terms of References
2. General conditions of contract

**:-TOR :-**

**1. Authority**

a) Commissioner for Public Instruction, Bengaluru is the Copitative authority.

**2. Qualification and Experience:**

a) The Programmer: B.E Comp/MCA/MSc comp passing with five year experience in programme develop or worked in Education Dept., .

b) The Statistical Officer : MSc Stats passing with two years experience in any gov't/semi gov't office related to statistic concern.

c) Account Assisatnt : B.com/BBM, passing with tally and He/She should have worked in the Accounts unit of any Govt./Semi Govt organization.

d) Jr Programmer : Dip in comp/Bsc comp, passing with three years experience in any gov't/semi gov't office related to computer soft/hard ware programme concern.

e) Data Entry Operater : Dip in comp/BA with tally, passing with three years experience in any gov't/semi gov't office related to computer Operator, Data Entry, Typing in English and kannada..

f) Scavenjer : 7 th Std pass or fail,

g) Account Assistant/Data Entry Operator: Retired persons up to 65 years of age with good health with the above qualification and those who have worked not below the rank of First Division Assistant in the Govt/govt organization may also be considered.

**b) Replacement:**

If the services of any Programmer, Statistical Officer, Accounts Assistant, Junior Programmer, Data Entry Operators and Scavenger is found to be not satisfactory, alternative arrangements should be made by the consultancy within 7 days from the date of intimation for replacement is received from concerned authorities.

**c) Payment to the Out source Employee:**

Minimum Remuneration to be paid to the Programmer Rs.25,000/- per month, Statistical Officer Rs.25,000/- per month,, Accounts Assistant Rs.15,000/- per month,, Junior Programmer Rs.15,000/- per month,, Data Entry Operators Rs.9,000/- per month, and Scavenger Rs.6,000/- per month.The bidders shall be required pay the monthly payment to the Programmer, Statistical Officer, Accounts Assistant, Junior Programmer, Data Entry Operators and Scavenger.as above and they can quote their price bids keeping in view of the Services charges as applicable.

Payment should be made directly to the Bank Account of the Programmer, Statistical Officer, Accounts Assistant, Junior Programmer, Data Entry Operators and Scavenger. Proof of the same should be furnished along with the bills. Necessary statutory payment

like ESI should be made compulsorily. Proof of the same should be furnished along with bills. Bills should be given to the o/o the State office, concerned Zilla Panchayaths and Taluka Panchayaths and receive the bill amount.

**d) Leave facilities:**

Leave facility of one day for each calendar month is allowed to an Programmer, Statistical Officer, Accounts Assistant, Junior Programmer, Data Entry Operators and Scavenger to State Office, Data Entry Operators and Scavenger to District offices and taluk offices. The services of Programmer, Accounts Officer, Accounts Assistant, Junior Programmer, Data Entry Operators and Scavenger to State Office, Data Entry Operators and Scavenger to District offices and taluk offices.

**e) TA/DA facilities:**

TA/DA will be paid as per the Rules.

**f) Benefits to be paid:**

Programmer, Statistical/Account Officer, Accounts Assistant, Junior Programmer, Data Entry Operators and Scavenger of State Office, Data Entry Operators and Scavenger of District offices and taluk offices should be provided Provident Fund & Other statutory benefits as per the existing rules of the State Government. However, the Firm is required to furnish the document details of Provident Fund and Statutory benefits of previous month paid to the Government to Commissioner for Public instruction and also to concern ZP and TP along with the bill.

**g) Penalties:**

The service provider shall stringently pursue to provide all human resources of Programmer, Statistical/Account Officer, Accounts Assistant, Junior Programmer, Data Entry Operators and Scavenger required on time, failure to provide the required human resource within the schedule time and failure to provide replacement in case of absence of the required human resources shall attract penalty at the rate of **Rs. 200/- per day** per human resource. However the client reserves the right to modify its requirement and the same shall be intimated to the service provider with a clear notice of 7 days. Also provider should give the fixed remuneration to the concern worker with in the 5 th of the every calendar month other wise every day of late payment Rs. 100/- per day will deducted in the bill.

----- End of TOR -----

## **General conditions of contract**

### **1. General provisions**

#### **1.1 Definitions**

Unless the context otherwise requires, the following terms whenever used in this contract have the following meanings;

- i. "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;
- ii. "Contract" means the contract signed by the parties, to which these general conditions of contract (GC) are attached;
- iii. "Effective Date" means the date on which this contract comes into force and effect pursuant of Clause GC 2.1.
- iv. "Contract Price" means the price to be paid for the performance of the services, in accordance with clause 6;
- v. "GC" means these General conditions of contract;
- vi. "Government" means the Government of Karnataka;
- vii. "Local Currency" means Indian Rupee;
- viii. "CPI" means Commissioner of Public Instruction,
- ix. "JD" means Joint Director
- x. "MDM" means Mid Day Meal Scheme"
- xi. "Member" in case the consultants consists of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities; "Member in Charge" means the entity specified in the GC to act on their behalf in exercising all the consultants' rights and obligations towards the client under this contract.
- xii. "Party" means the client or the consultants as the case may be, and parties means both of them;
- xiii. "Personnel" means persons hired by the Bidders and assigned to the performance of the services or any part hereof;
- xiv. "Services" means the work to be performed by the Bidders pursuant to this contract as described in Terms of Reference.

#### **1.2 Law Governing the contract**

This contract, its meaning and interpretation, and the relation between the parties shall be governed by the Applicable Law.

### **1.3 Language**

The contract has to be executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this contract.

### **1.4 Notices**

Any notice, request or consent made pursuant to this contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such party at the address specified in the Appendix-C.

### **1.5 Taxes and Duties**

The Bidders and their personnel shall pay taxes, duties, fee and other impositions as may be levied under the applicable law, the amount of which is deemed to have been included in the contract price.

## **2 Commencement, Completion, Modification and Termination of contract**

### **2.1 Effectiveness of Contract**

This contract shall come into effect on the date the contract is signed by both parties or such other latter dates as may be stated by the clients.

### **2.2 Commencement of Services**

The successful Bidder shall begin carrying out the services within seven (07) days after the date the contract becomes effective, or at such other date as may be specified by the clients.

### **2.3 Modification**

Modification of the terms and conditions of this contract, including any modification of the scope of the services or of the contract price, may only be made by written agreement between the parties.

### **2.4 Force Majeure**

#### **2.4.1 Definitions**

For the purpose of this contract "Force Majeure" mean an event which is beyond the reasonable control of a party, and which makes a party's performance of its obligations under the contract impossible or so impractical as to be considered impossible under the circumstances.

## **2.4.2 No Breach of contract**

The failure of a party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this contract insofar as such inability arises from an event of force majeure, provided that the party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this contract, and (b) has informed the other party as soon as possible about the occurrence of such an event.

## **2.5 Termination**

### **2.5.1 By the Client**

The client may terminate this contract, by not less than thirty (30) days' written notice of termination to the Bidders and thirty (30) days' in the case of the event referred to in (b):

- a) If the successful Bidder do not remedy a failure in the performance of their obligations under the contract, within thirty(30) days of receipt after being notified or within such further period as the client may have subsequently approved in writing;
- b) If the client, in its sole, discretion and for any reason whatsoever, decides to terminate this contract.

### **2.5.2 By the Bidder**

The Bidder may terminate this contract, by not less than thirty (30) days' written notice to the client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this clause.

- a) If the client fails to pay any monies due to the bidder pursuant to this contract with in forty-five (45) days after receiving written notice from the consultants that such payment is overdue;
- b) If the client is in material breach of its obligations pursuant to this contract and has not remedied the same with in forty-five(45) days (or such longer period as the Bidders may have subsequently approved in writing following the receipt by the client of the Bidders' notice specifying such breach;

### **2.5.3 Payment upon Termination**

Upon termination of this contract pursuant to clauses GC 2.5.1 or GC 2.5.2 hereof, the client shall make the following payments to the Bidders (after offsetting against these payments any amount that may be due from the Bidder to the client.

- a) Remuneration pursuant to clause GC 6 hereof for services satisfactorily performed prior to the effective date of termination.
- b) Reimbursement expenditures pursuant to clause GC 6 hereof for expenditures actually incurred prior to the effective date of termination; and

c) Except in the case of termination pursuant to paragraphs (a) through (b) of clause GC 2.5.1 hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the contract.

#### **2.5.4 Disputes about events of termination**

If either party disputes whether an event specified in paragraphs of clause GC 2.5.1 or in clause GC 2.5.2 hereof has occurred, such party may, within forty-five (45) days after receipt of notice of termination from the other party, refer the matter to arbitration pursuant to clause GC 7 hereof, and this contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

### **3. Obligations of the Consultants**

#### **3.1 General**

The Bidders shall perform the services and carry out their obligations here under with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices. The Bidders shall always act, in respect of any matter relating to this contract or to the services, as faithful advisers to the client, and shall at all times support and safeguard the client's legitimate interests.

#### **3.2 Conflict of Interests**

##### ***3.2.1 Bidders not to benefit from commissions, discounts, etc.***

The remuneration of the Bidders pursuant to clause GC 6 hereof shall constitute the Bidders sole remuneration in connection with this contract or the services and the Bidders shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this contract or to the services or in the discharge or their obligations here under, and the Bidders shall use their best efforts to ensure that any partner as the personnel and agents of either of them, similarly shall not receive any such additional remuneration.

##### **3.2.2 Prohibition of confliction activities**

The Bidders shall not engage, and cause their personnel as well as their partner and their personnel not to engage, either directly or indirectly, in any of the following activities.

h) During the term of this contract, any business or professional activities in GOK which would conflict with the activities assigned to them under this contract; and

i) After the termination of this contract, such other activities as may be specified in the TOR.

### **3.3 Confidentially**

The Bidders and their personnel of either of them shall not, either during the term or within two (2) years after the expiration of this contract, disclose any proprietary or confidential information relating to the project, the services, this contract or the client's business or operations without the prior written consent of the client.

### **3.4 Documents prepared by the Bidders to be the property of the client.**

All reports, other documents and software prepared by the Bidders for the client under this contract shall become and remain the property of the client, and the Bidders shall not later than upon termination or expiration of this contract, deliver all such documents to the client, together with a detailed inventory there of. The Bidders may retain an copy of such documents and software.

## **4 Bidder's personnel and Partners**

### **4.1 General**

The Bidders shall employ and provide such qualified and experienced personnel as are required to carry out the services as per the Terms of Reference.

## **5 Payment**

The payment to the Bidders agency towards providing the services of Programmer, Statistical/Account Officer, Accounts Assistant, Junior Programmer, Data Entry Operators and Scavenger of State Office, Data Entry Operators and Scavenger shall be paid once in a month with in the 5<sup>th</sup> of the every month, during the contract period based on the attendance certificate obtained from the concern Office head to whom the services provider. The charge becomes due on satisfactory completion of service every month and shall be paid during the succeeding month.

## **6 Payments to the Bidders:**

### **6.1 Cost Estimates:**

The bidder should quote lump sum amount per month to be paid for each Programmer, Statistical/Account Officer, Accounts Assistant, Junior Programmer, Data Entry Operators and Scavenger of State Office, Data Entry Operators and Scavenger charges on monthly basis and this shall include all statutory contributions of both the employee and employer and deductions to be made as per the labor and tax laws prevalent in the area where the programme is implemented. However, the compensation to be paid shall be the Programmer Rs.25,000/- per month, Statistical Officer Rs.25,000/- per month,, Accounts Assistant Rs.15,000/- per month,, Junior Programmer Rs.15,000/- per month,, Data Entry Operators Rs.9,000/- per month, and



Scavenger Rs.6,000/- per month (inclusive of all the statutory contributions and deductions of the employee). Similarly, the cost estimate in the price proposal shall include the cost towards facility management over and above the payment to be made to the out sourced human resource. Service provider must provide the break-up of costing worked out to arrive at the cost estimates. The service provider/Bidder should specifically mention whether they are opting for the EPF facility or not.

**6.2** The service provider shall make payment to all the human resource engaged on monthly basis before 5<sup>th</sup> of every month. The Client shall reimburse the service provider within 15 working days after receiving all the copies of the documents pertaining to payments made towards statutory deduction, contributions of payments.

**6.3 Currency of payment:**

All payments shall be made in India Rupees.

**7 Settlement of Disputes**

**7.1 Amicable settlement**

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this contract or the interpretation thereof.

**7.2 Dispute Settlement**

Any dispute between the parties as to matters arising pursuant to this contract, which cannot be settled amicably within thirty (30) days after receipt by one of the party's request for such amicable settlement may be submitted by either party for settlement to arbitration mutually agreed by either parties.

If either parties fail to arrive at an agreement on the arbitration, the same may be submitted for arbitration in accordance with the existing Arbitration Laws of the country within the jurisdiction of Bangalore city.

**TECHNICAL PROPOSAL - STANDARD FORM**

**APPENDIX - A**

**Format for Letter of Proposal**

**(On the Letter head of the Bidder)**

**Date :**

**To,**

**Commissioner  
for Public Instruction,  
Nrupatunga Road  
Bangalore – 560 001**

**Sir,**

**Re :** Providing services Programmer, Statistical/Account Officer, Accounts Assistant,  
Junior Programmer, Data Entry Operators and Scavenger of State Office,  
Data Entry Operators and Scavenger.

Being duly authorized to represent and act on behalf of.....  
(hereinafter referred to as "the Bidder"), and having reviewed and fully understood all  
of the Proposal requirements and information provided, the undersigned hereby submits  
the Proposal for the project referred above.

We confirm that our Proposal is valid for a period of 90 days from .....  
(Proposal Due Date)

Yours faithfully,

.....  
(Signature of the Authorised Signatory of Bidder)

.....  
(Name and designation of the Authorised Signatory of Bidder)

## APPENDIX - B

### Format for Power of Attorney for Signing of Proposal

(On stamp paper of appropriate value)

#### POWER OF ATTORNEY

Know all men by these presents, we ..... (name and address of the registered office) do hereby constitute, appoint and authorise Mr./Ms. .... (name and residential address) who is presently employed with us and holding the position of ..... as our or attorney, to do in our name and on our behalf, all such acts, deeds and things Necessary in connection with or incidental to our bid for the project envisaging providing services of **the Programmer, Account/Statistical Officer, Accounts Assistant, Junior Programmer, Data Entry Operator and Scavenger** to JD MDM Office and **Data Entry Operator and Scavenger to all ZPs and TPs** Office of all documents and providing information / responses to the Comminssioner for Public Instruction, **Bengaluru**, in all matters in connection with our bid for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall be deemed to have been done by us.

These powers are granted by us and shall remain in force till the end and expiry of all the contract period and the fulfilment of contractual obligations and liabilities.

For

.....

.....  
(Signature)

.....  
(Name, Title and Address)

Accepted

.....  
(Signature)

.....  
(Name, Title and Address of the Attorney)

Note:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same be under common seal affixed in accordance with the required procedure. The Power of Attorney should be on a stamp paper of appropriate value.
2. Also, wherever required, the Bidder should submit for verification the extract of the charter documents such as a resolution/power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
3. In the event of PA holder leaves his employment, the power of attorney should be given to the person filling his place without lapse of time.
4. The Power of Attorney should be notarized.

**APPENDIX - C**  
**Details of Bidder**

1. Name
2. Address of the office(s)
3. Date of incorporation and/or commencement of business.
4. Brief description of the Bidder
5. Name, Designation, Address and Phone Numbers of Authorised Signatory of the Bidder:

- a. Name :
- b. Designation :
- c. Company :
- d. Address :
- e. Telephone Number :
- f. Fax Number :
- g. Mobile Number :
- h. E-Mail Address :

6. Details of individual (s) who will serve as the point of contact / communication for Commissioner for Public Instruction, Bengaluru.:

- a. Name :
- b. Designation :
- c. Company :
- d. Address :
- e. Telephone Number :
- f. Fax Number :
- g. Mobile Number :
- h. E-Mail Address :

## APPENDIX - D

### Format for Statement of Experience

Experience Criterion No 1	
Name of the project	
Name, address and contact details of Client	
Scope of the project	
Scope of work of Firm	
Date of commencement of the project	
Date of completion of the Firm scope of work	
Total billings from project for Firm	

**The above statement shall be supported by.**

1. Certificate issued by the Client clearly stating the scope of the project, cost of the project and date of successful completion.
2. Certificate from statutory auditor certifying date of successful completion of Firm scope of work in the project and total billings till such date.

## APPENDIX - E

### Format for Statutory Auditor Certificates

Date

We have verified the relevant statutory and other records of M/s.....  
(Name of the Bidder) and certify the M/s..... had been appointed for  
the purpose of ..... (name of the project)

We have also scrutinised the documents made available to us for the said project and  
certify the following:

Date of commencement of the project	Date of completion of the project	Billings for the bidder from the project ( Rs crores)

Signature and seal

And registration number of Statutory Auditor

**APPENDIX- F**  
**FINANCIAL PROPOSAL (PRICE BID)**

From

\_\_\_\_\_  
\_\_\_\_\_  
Bangalore.

To

Commissioner for Public Instruction  
Nrupatunga Road,

Sir,

We the undersigned offer to provide the services of qualified Accounts Assistants in accordance with your 'Request for Proposal' and our Technical Proposal. Our financial proposal is as follows:

SI No	Qualification	No. of Personnel	Particulars	Minimum Remuneration fixed to the Candidate	Proposed price including all Taxes
1	2	3	4	5	6
1	<p>a) The Programmer: B.E Comp/MCA/MSc comp passing with five year experience in programme develop or worked in Education Dept., .</p> <p>b) The Account/Statistical Officer : Mcom/MSc Stats passing with two years experience in any gov't/semi gov't office related to Accnts/statistic concern.</p> <p>c) Account Assisatnt : B.com/BBM, passing with tally and He/She should have worked in the Accounts unit of any Govt./Semi Govt organization.</p> <p>d) Jr Programmer : Dip in comp/Bsc comp, passing with three years experience in any gov't/semi gov't office</p>	<p>01 for Sate Office</p> <p>01 for Sate Office</p> <p>02 for State Office</p> <p>01 for Sate Office</p>	<p>1. Gross Take Home Remuneration</p> <p>2.ESI - Employer Contribution</p> <p>3. Service Charges --</p> <p>4. Service Tax(1+2+3) at 12.36%</p> <p>Total-</p>	As explained in TOR	<p>-----</p> <p>----</p>



	<p>related to computer soft/hard ware programme concern.</p> <p>e) Data Entry Operater : Dip in comp/BA with tally, passing with three years experience in any gov't/semi gov't office related to computer Operator, Data Entry, Typing in English and kannada..</p> <p>f) Scavenjer : 7 th Std pass or fail,</p>	<p>03 for State Office, 32 for District Offices and 350 for Taluka leve Offices.</p> <p>03 for State Office, 32 for District Offices and 175 for Taluka leve Offices.</p>		
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**Signature of the Authorised Signatory.  
Name and Designation  
Address**

Note:

1. The rates quoted shall be inclusive of all taxes, service charges and other charges.
2. In case of discrepancy between amounts quoted in price proposal, the amount quoted in words is taken as final price for evaluation.