

**BID DOCUMENT**

**EXCISE COMMISSIONER  
MP STATE EXCISE DEPARTMENT  
MOTI MAHAL, GWALIOR- 474007**

BID DOCUMENT CONSISTING OF BID NOTICE, BID FORM, RATE SHEET, BID CONDITIONS, TECHNICAL SPECIFICATIONS, SHEDULE OF REQUIREMENTS AND FORM OF AGREEMENT ETC.

BID NO. EC-1/2006

SUBJECT- APPOINTMENT OF THE CONSULTANT CUM SOFTWARE DEVELOPER FOR THE DEVELOPMENT OF SOFTWARE, FOR INTEGRATED COMPUTERISTION OF THE EXCISE DEPARTMENT OF M.P.GOVERNMENT.

Received Rs.....  
Issued to M/s.....  
Vide M.R. No. ....  
Dated: .....

**FOR EXCISE COMMISSIONER,  
M P STATE EXCISE DEPARTMENT  
GWALIOR (M.P.)**

**Amended as on 24-08-2007**

**EXCISE COMMISSIONER, MOTIMAHAL  
GWALIOR 474007 (M.P.)**

Telephone: 2452810

FAX: 0751-2435598

**NATIONAL COMPETITIVE BIDDING FOR APPOINTMENT OF THE  
CONSULTANT CUM SOFTWARE DEVELOPER, FOR DEVELOPMENT OF  
SOFTWARE FOR INTEGRATED COMPUTERISATION OF THE EXCISE  
DEPARTMENT OF MADHYA PRADESH.**

<b>BID REFERENCE:</b>	<b>BID NO. <u>EC-1/2006</u></b>
<b>DATE OF COMMENCEMENT OF SALE OF BIDDING DOCUMENT</b>	<b>17-07-2006</b>
<b>LAST DATE FOR SALE OF BIDDING DOCUMENT</b>	<b>01-09-2006</b>
<b>LAST DATE AND TIME FOR RECEIPT OF BIDS</b>	<b>15-09-2006 UP TO 3-00 PM</b>
<b>TIME AND DATE OF OPENING OF BIDS</b>	<b>15-09-2006 AT 3-00 PM</b>
<b>PLACE OF OPENING OF COMMISSIONER</b>	<b>OFFICE OF THE EXCISE BIDS MOTI MAHAL, GWALIOR 474007</b>
<b>ADDRESS FOR COMMUNICATION</b>	<b>PROJECT MONITORING CELL,  OFFICE OF THE EXCISE COMMISSIONER MOTI MAHAL, GWALIOR- 474007</b>

## **SECTION I: INVITATION FOR BIDS (IFB)**

1. Excise Commissioner, Gwalior, Madhya Pradesh, invites sealed bids, under two envelopes system, from eligible bidders for the development of Software for Integrated Computerization of Excise Department.
2. Interested eligible bidders may obtain further information from and inspect the bidding documents at the office of the Excise Commissioner, Moti Mahal, Gwalior (MP.)

3. Bids are invited for the work/contract mentioned hereunder:

Sr No	Items	Description
1	Scope of Work	Development of application software, System Integration including Routing consultancy on Hardware requirement, network equipments requirement, preparation of bid document for the procurement of hardware, system software, networking equipments etc. on outright purchase or lease basis as the case may be; analysis of bids and preparation of draft for supply order, testing, benchmarking, installation, operationalization, integration of the system and providing necessary advice on the requirement for site preparation in all the specified locations; maintenance of application software after completion of project and imparting training to the users of the system.
2	Cost of bid document	Rs 1000.00 (non-refundable) by Demand Draft/Cash
3	Postal charges	Rs 100.00
4	Sale of bid documents	Date 17-07-2006 to 01-09-2006 between 1030 hrs to 1730 hrs.
5	Pre-bid meeting	Date 21-08-2006 at 1500 hrs.
6	Last date of submission of bid	Date 15-09-2006 upto 1500 hrs.
7	Date of opening of bid	Date 15-09-2006 at 1500 hrs.
8	Bid security	Rs 2 Lacs in the form of Demand Draft
9	Completion period	44 Weeks

Scope of Work is indicative only and detailed scope and other terms and conditions have been described in the bid document.

4. Place of opening of bids: The **Office of the Excise Commissioner Moti Mahal, Gwalior (M.P.)**

5. Address for communication: **PROJECT MONITORING CELL,  
OFFICE OF THE EXCISE COMMISSIONER  
MOTI MAHAL, GWALIOR 474007 (M.P.)**

**ELIGIBILITY CRITERIA:**

1. Eligibility criteria for bidding shall be as per the bid document.
2. Interested company/firm/partnership may obtain bid document personally or by mail from the office of the Excise Commissioner, Moti Mahal, Gwalior 474007 (M.P.) INDIA Fax no. 0751-2435598, Telephone no.0751-2452810, by paying non refundable fee of Rs 1000.00 (Rs One Thousand only) in the form of cash/ crossed Demand Draft, in favour of the Excise Commissioner, MP, payable at Gwalior . The bid document can also be collected by courier/ registered post/ mail at an extra cost of Rs 100.00. Under no circumstances the Excise Commissioner, MP, will be responsible for postal delay, late delivery or loss in transit of documents so mailed.
3. Bids shall be valid for a period of not less than 180 days from the date of opening of bid (envelope number one). Bids submitted without bid security shall be rejected.
4. Bids will be opened in the presence of bidders' representatives, who choose to attend on the specified date and time.
5. Sealed bid can be sent either by post or by messenger. The detail of advertised bid is available on web-site [www.mpexcise.org](http://www.mpexcise.org).

**EXCISE COMMISSIONER,  
GWALIOR**

## SECTION II: INSTRUCTIONS TO BIDDER (ITB)

### A. INTRODUCTION

#### 1. Cost of Bidding:

- 1.1 The bidder shall bear all costs associated with the preparation and submission of its bid, and **EXCISE COMMISSIONER, MP, GWALIOR**, hereinafter referred to as "**The Competent Authority**" will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

### B. THE BIDDING DOCUMENT

#### 2. Contents of Bidding Documents

- 2.1 The scope of work for the requisite software development, the bidding procedures and the terms of contract are prescribed in the Bidding Documents. In addition to the Invitation for Bids, the Bidding Documents include:
  - a) Instruction to Bidders (ITB)
  - b) General Conditions of Contract (GCC)
  - c) Scope of Work and Technical Specifications
  - d) Schedule of Requirements
  - e) Bid Form
  - f) Particulars and qualifications of bidder
  - g) Form for duly authenticated list of 100 full time computer professionals with the bidder
  - h) Technical Deviation Form
  - i) Time Schedule
  - j) Price Schedule
  - k) Commercial Deviation Form
  - l) Performance Statement Proforma
  - m) Contract Agreement Proforma
  - n) Annexure I, II, III and IV
- 2.2 The Bidder is expected to examine all instructions, forms, contract terms, scope of work and technical specifications, schedule of requirements, etc. in the Bidding Documents. Failure

to furnish all the necessary information as required by the Bidding Document or submission of a bid not substantially responsive to all the aspects of the Bidding Documents shall be at the Bidder's own risk and may be liable to rejection.

### **3. Clarification of Bidding Documents**

- 3.1 The prospective Bidder, requiring any clarification on the Bidding Documents may notify the same to the Competent Authority either in writing or by Fax, at the address indicated in the Invitation for Bids. The Competent Authority will respond in writing to any clarification sought, not later than 15 days prior to the prescribed deadline for submission of bids.
- 3.2 The prospective bidder will also have an opportunity to clarify about the provisions of the Bidding Documents during the pre-bid conference with the Competent Authority, scheduled to be organised on the date prescribed in IFB Clause 3 (5) of the bidding document. Written copies of the Competent Authority's response as well as the clarifications sought during pre-bid conference (including an explanation of the query but without identifying the source of inquiry) will be sent to all the prospective Bidders, having received the Bidding Document.

### **4 Amendment of Bidding Document by the Competent Authority**

- 4.1 At any time prior to the deadline for the submission of bids, the Competent Authority may, for any reason, whether on its own or in response to a clarification requested for by a prospective bidder, modify the Bidding Document by way of amendment(s).
- 4.2 The prospective bidders having received the Bidding Documents will be notified of the amendment(s) so made in writing or by Fax and such amendments shall be binding on them.
- 4.3 In order to allow reasonable time to the prospective bidders for taking into account such amendment(s), in the preparation of their bids, the Competent Authority, at its discretion, may extend the deadline for the submission of bids.

## **C. PREPARATION OF BIDS**

### **5 Language of Bid**

5.1 The bid prepared by the Bidder, the correspondences as well as all the documents relating to the bid exchanged between the Bidder and the Competent Authority, shall be in English language. Supporting documents and printed literature furnished by the Bidder may be in some other language, provided, they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Bids, the translation shall prevail.

### **6. Document Comprising the Bid**

6.1 The bid prepared by the Bidder shall comprise of the following documents:

- (a) Bid Form and Price Schedule completed in accordance with ITB Clause 7, 8 and 9.
- (b) Documentary evidence establishing in accordance with ITB Clause 10 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
- (c) Bid Security furnished in accordance with ITB Clause 11.
- (d) Technical Deviation Form
- (e) Commercial Deviation Form
- (f) Time Schedule
- (g) Particulars and qualifications of Bidder
- (h) Duly authenticated list of full time computer professionals with the Bidder
- (i) Performance Statement Proforma
- (j) Contract Agreement Proforma

### **7. Bid Form**

7.1 The Bidder shall complete the Bid Form and the appropriate item wise Price Schedule and the final bid price of the Project.

### **8. Bid Price**



- 8.1 The Bidder shall indicate on the prescribed Price Schedule, including item wise prices and final Bid Price of the Project.
- 8.2 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITB Clause 20

## **9. Bid Currency**

- 9.1 Prices shall be quoted in Indian Rupees only.

## **10. Documents Establishing Bidder's Eligibility and Qualifications**

- 10.1 Pursuant to ITB Clause 6, the Bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid (Financial, Technical and Production capability) and its qualifications to perform the Contract, if its bid is accepted.
- 10.2 To ascertain the eligibility of bidders, the documents establishing the following will be required to be furnished with the bid:
- (i) That the legal status, place of registration and principal place of business of the company or firm or partnership etc. is as per Form IV.
  - (ii) That the turnover of the Indian company/firm submitting the bid, on account of Information Technology Services, has not been less than Rs 50 Crore during each of the last three years.
  - (iii) That the bidder has successfully executed and completed in the last three financial years, at least 3 Computerisation Projects, which involve software development work of value more than Rs. 1 Crore each, related to System Analysis, Software Design, Development and Implementation; Training and Maintenance in India or abroad. Summary profile of projects completed during last 3 years and the details of current contracts in hand and other commitments are to be provided in a format as given in Form VIII.

- (iv) That the bidder must have at least 100 full time computer professionals, who have been regularly working for a period exceeding 1 year with the bidder's firm/organisation for providing Information Technology services. Duly authenticated list of computer professionals is to be submitted in the format prescribed in Form V of the bid document.
- (v) That the bidder has obtained certification regarding its software development capabilities and the software development centre dealing with this Project has obtained a minimum Software Capability Maturity Model (SW-CMM) level three (3) or equivalent rating from other organization regarding the software development capabilities. In case of every thing being equal the bidder having software capability of SW-CMM level four (4) or higher will be given preference.

However, in case of a Public Sector Undertaking or a Government/semi-Government organization not having such a certification, the details of the software capabilities of the organization including methods and procedures adopted for software development may be submitted along-with the proposal and the Technical Committee after examining it, may relax this condition for them.

## **11. Bid Security**

- 11.1 Pursuant to ITB Clause 6, the Bidder shall furnish, as part of its bid, a bid security of Rs 2 lakhs.
- 11.2 The bid security is required to protect the Competent Authority against risk of bidder's conduct, which would warrant the security forfeiture, pursuant to ITB clause 11.7.
- 11.3 The bid security shall be in Indian Rupees and shall be in the form of demand draft in favour of the Excise Commissioner, MP, Gwalior, issued by a Nationalised bank. This demand draft will be deposited in a Government account and if the sum mentioned in the draft is not realized then the bid security as well as the bid should be rejected.
- 11.4 Any bid not secured in accordance with the ITB Clauses 11.1 and 11.3 above is liable to be rejected by the Competent Authority, as being non-responsive, pursuant to ITB Clause 20.

- 11.5 Unsuccessful Bidder's bid security will be discharged/returned as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by the Competent Authority pursuant to ITB Clause 12.
- 11.6 The successful Bidder's bid security will be discharged upon the Bidders signing the Contract Agreement, pursuant to ITB Clause 28, and furnishing the performance security, pursuant to ITB Clause 29
- 11.7 The bid security may be forfeited:
- (a) If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form: or
  - (b) In case of a successful Bidder, if the Bidder fails:
    - i. To sign the Contract in accordance with ITB Clause 28 or
    - ii. To furnish performance security in accordance with ITB Clause 29.
    - iii. If the Consultant cum Software provider, after signing the Contract Agreement fails to deliver the services as per the Contract Agreement and the Contract has to be rescinded or aborted due to his non-performance.
- 11.8 The Bid Security will remain in force up to and including forty five (45) days after the period of Bid Validity.

## **12. Period of Validity of Bids**

- 12.1 Bids shall remain valid for 180 days after the date of bid opening prescribed by the Competent Authority, pursuant to ITB Clause 18.1. A bid valid for a shorter period may be rejected by the Competent Authority as non-responsive.
- 12.2 The Competent Authority may solicit the Bidder's consent to an extension of the period of bid validity. The request and the responses thereto shall be made in writing (or by fax, followed by signed confirmation copy). The bid security provided under ITB Clause 11 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A bidder

granting the request will neither be required nor permitted to modify its bid

### **13. Format and Signing of Bid**

- 13.1 The Bidder shall submit two copies of Technical Bid and Two copies of Commercial Bid separately, (out of two, one will be the original bid and the second will be the copy bid). The Bidder shall prepare two sets of the bid, out of them one set will be the original bid and the other set will be a copy bid. In the event of any discrepancy between them, the original shall govern.
- 13.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The latter authorization shall be indicated by written power-of-attorney or any other document establishing that signatory is duly authorized, accompanying the bid. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.
- 13.3 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

## **D. SUBMISSION OF BIDS**

### **14. Sealing and Marking of Bids**

- 14.1 The Bidders shall submit two copies of each technical and commercial bid separately, one as original and other as copy bid in separate sealed envelopes. Above four bid envelopes should be sealed in one separate envelope. All the four envelopes should be distinctly marked as original technical bid, copy technical bid, original commercial bid and copy commercial bid.
- 14.2 The Technical bid will consist of the following:
  - i. Bid security in proper form.
  - ii. Particulars and qualifications of the Bidder giving details of Particulars of the organisation centre/ unit associated with the project, software capability certification and authorisation of signatory to the bid document, proof of Rs. 50 Crore annual

- turnover (along with attested copies of Income Tax Returns) for the last 3 years.
- iii. Duly authenticated list of various Departments/Institutions to whom Computerisation Services have been provided for the last three years with details of work done, cost of work and period of execution (Form VIII).
  - iv. Duly authenticated list of full time computer professionals employed by the bidder (Form V).
  - v. Comprehensive work plan indicating dates for finalising various activities to complete the project (Form VII).
  - vi. Technical deviations if any, from the terms, conditions and specifications as specified in the bid document (Form VI).
  - vii. Details of software development work of more than Rs One crore, including system study, System Requirement Specifications (SRS), System Design Documentation (SDD), Software Development, Software implementation, advisory services on procurement of Hardware & Networking requirements, and their installation & proper functioning, preparation of User Manuals and provision of technical support and maintenance of the same along with their respective bid values, as the case may be during the last three years (Form VIII).
  - viii. **Details of Tasks to be performed as per schedule of requirement, detailed scope of work and technical specifications and proposed methodology for undertaking the tasks as given in Section IV & V.**

**14.3 The Commercial Bid will consist of the following:**

- i. Bid form duly filled in, signed and complete in all respects along with documents.**
- ii The price schedule indicating bid prices, item wise for scope of work and technical specifications as described in Section IV duly filled, signed and complete (Form II).**
- iii The bidder shall indicate the prices for various items as described in price schedule. The Bidder can quote separately for any additional features. which are desirable for better performance of this computerization project and are not considered to be covered under the scope of this work. The Competent Authority will consider all such offers and may order for inclusion of some of these additional features on payment of the prices accepted by the Competent Authority. However, the final bid price shown by the Bidder for complete work**

**(excluding additional feature) shall be treated as the bid price for the project.**

- iv **Commercial deviations, if any, from the terms and conditions and specifications as described in Section III & IV are required to be specified in Form III.**
- v **The Bidder shall indicate the rates for deployment of software personnel on the development of any other software or module which is not covered in the scope of this Project. The rates will be quoted for software development hours and total value of such additional contract will be limited to 20% of total value of accepted bid. However, this extra payment for software development will be subject to condition mentioned in the GCC Clause 18.2.**
- vi ***Deleted.***

**14.4 The Inner and Outer Envelopes Shall:**

- (a) **be addressed to the competent authority at the following address:**

**THE EXCISE COMMISSIONER,  
MOTI MAHA, GWLAIOR 474007 (M.P.)**

- (b) **bear the Project name, bid number, and the words "Do not open before 1500 hrs. on 15-09-2006."**

14.5 **The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late".**

14.6 **If the outer envelope is not sealed and marked as required by ITB Clause 14.4, the competent authority will assume no responsibility for the bid's misplacement or premature opening.**

14.7 **Telex, cable, facsimile or Fax bids will be rejected.**

14.8 **Conditional bids are liable to be rejected.**

**15. Deadline for Submission of Bids**

15.1 **Bids must reach to the Competent Authority at the address specified under ITB Clause 14.4 not later than the time and date specified in the Invitation of Bids (Section I). In the event of the specified date for the submission of bids being declared a holiday for the office of the Competent Authority, the bids will be received up to the appointed time on the next working day.**

15.2 **The Competent Authority may, at its discretion, extend this deadline for submission of bids by amending the Bid Documents in accordance with ITB Clause 4, in which case all**

right and obligations of the Competent Authority and Bidders, previously subject on the earlier deadline, will thereafter be subject to the deadline, as extended.

## **16. Late Bid**

- 16.1 Any bid received by the Competent Authority after the deadline for submission of bids prescribed by the Competent Authority, pursuant to ITB Clause 15, will not be accepted and returned unopened to the Bidder.

## **17. Modification and Withdrawal of Bids**

- 17.1 The Bidder may modify or withdraw its bid after bid's submission, provided that written notice of the modification or withdrawal is received by the Competent Authority prior to the deadline prescribed for submission of bids pursuant to ITB Clause 15.
- 17.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of ITB Clause 14. A withdrawal notice may also be sent by fax, followed by a signed confirmation copy, which must be received in the office of the Competent Authority not later than the deadline fixed for submission of bids.
- 17.3 No bid may be modified subsequent to the deadline for submission of bids.
- 17.4 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, pursuant to ITB Clause 11.7.
- 17.5 The ratio of item wise prices to total bid price have been suggested in GCC Clause 14.3. While the Bidder may quote item wise prices as per his perception of the work, any significant variation from the ratios mentioned in GCC Clause 14.3, will be considered an attempt to skew the bid. If the Competent Authority considers that the item wise prices are unbalanced and skewed, then after bringing this fact to the

notice of the Bidder, item wise payment will be made on the basis of prices worked out as per the ratio of the total cost mentioned in GCC Clause 14.3.

## **E. BID OPENING AND EVALUATION OF BIDS**

### **18. Opening of Bids**

**Since it is a two-bid system, technical bid will be opened first by the Technical Committee constituted for this purpose. After its evaluation, if it is found responsive, the Monitoring Committee will open commercial bid only for the eligible bidders.**

- 18.1 The Technical Committee will open the bids, in the presence of Bidders' representatives who choose to attend at 15.00 hours on Date 15-09-2006 at the following location:

**THE EXICSE COMMISSIONER,  
MOTI MAHAL, GWALIOR 474007(M.P.)**

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

- 18.2 The Bidders' names and the presence or absence of the requisite bid security and such other details as the Competent Authority, at its discretion, may consider appropriate will be announced at the opening of bids. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 16.
- 18.3 Bids (and modifications sent pursuant to ITB Clause 17.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.
- 18.4 The Monitoring Committee will open the commercial bid. The date, time and place of opening of commercial bid will be intimated to the bidders or their representatives. The bids will



be opened in the presence of bidders' representatives, who choose to attend such meeting.

18.5 The Competent Authority will prepare the minutes of the bid-opening meeting.

## **19. Clarification of Bids**

19.1 During evaluation of bids, the Competent Authority may, at its discretion, ask the Bidder for clarification of its bid. The request for clarification and the response shall be in writing and no change in price or substance of the bid shall be sought, offered or permitted.

## **20. Preliminary Examination**

20.1 Before starting evaluation, the bids will be examined to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

20.2 Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the item price and the total price that is obtained by adding the item prices, the item price shall prevail and the total price shall be corrected. If the bidder does not accept the correction of errors, its bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.

20.3 The concerned Committee set up for evaluation of bids, may waive any minor informity or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.

20.4 Prior to the detailed evaluation, pursuant to ITB Clause 21, the concerned Committee will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations.

- 20.5 If the concerned Committee determines that a bid is materially deviating from the prescribed terms and conditions, then the matter shall be referred to the Competent Authority, who shall decide whether the deviations of the bid are material or not. Decision of the Competent Authority regarding this shall be final and binding
- 20.6 The Committee's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 20.7 If a Technical bid is determined as not substantially responsive, the Competent Authority will reject it and in such a case Commercial Bid will not be opened.

## **21. Evaluations and Comparison of Bids**

- 21.1 The Technical Committee and the Monitoring Committee will evaluate and compare the bids, which have been determined to be substantially responsive, pursuant to ITB Clause 20.
- 21.2 The Monitoring Committees' evaluation of bid will take into account, in addition to the bid price and price of the supports from the Department presumed in his bid, and the effect of deviations in terms of payment. For pricing of support/ services of the Department, which are required in the bid document, market value as determined by the Monitoring Committee will be taken in to account for evaluation of the bids.
- (a) The General Conditions of Contract stipulate the terms of payment offered by the Competent Authority. If a bid deviates from the terms of payment and if such deviation is considered acceptable to the Competent Authority, the bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the bid as compared to those stipulated in this invitation, at a rate of 12 percent per annum.
- 21.3 The process of evaluation of Technical and Commercial bid is as follows:
- (a) The Technical Committee, appointed by the Government of M.P, will first verify that the Bank Draft for Bid Security is in

order and as per requirement of the bid. The bid security will be considered as valid only after the realization of bank draft in the Government account. The scrutiny of eligible bidders and evaluation of technical proposals will be done by the Technical Committee. The Technical Committee will examine the bid on Eligibility Criteria as specified in ITB clause 10. The scrutiny of technical proposals will be based on the Evaluation Criteria, as determined by the Technical Committee. The Technical Committee will examine the technical details of the bid with the view to find out whether the proposal is suitable to the requirements of the Competent Authority or not. The Technical Committee will submit its recommendations to the Competent Authority, who will submit it to the State Government for its approval.

- (b) The commercial bid will be opened only for the proposals, which are found eligible and technically acceptable by the Technical Committee and approved by the State Government. On the day specified for the opening of bid, the Monitoring Committee (as defined in GCC Clause 1), appointed by the State Government, will open the commercial bids of eligible bidders and scrutinize the same minutely.
- (c) The criteria for comparison of commercial bids will be as given below:

The price quoted for item 1 to 4 will be added to work out final bid price of the Project. The bids will be compared on the basis of their final bid price.
- (d) The bidder is required to quote for all the items mentioned in price schedule. Therefore any bid which does not indicate price for all the items will be determined as non-responsive and is liable to be rejected.
- (e) After scrutiny, it shall be mandatory for the Monitoring Committee, to propose the most suitable bid, indicating also about the reasonability of the bid prices, to the State Government, along with the comparative chart of commercial bid of all the eligible bidders. For this purpose the Monitoring Committee will submit its recommendation to the Competent Authority, who will submit it to the State Government for its approval. The State Government after having examined the

proposal may accept the same or accept the bid price of any other bidder found suitable or reject all or any proposal. The decision of the State Government in this regard shall be final and binding.

## **22. Contacting the Competent Authority**

22.1 Subject to ITB Clause 19, no Bidder shall contact on its own, the Competent Authority on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.

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

## **F. AWARD OF CONTRACT**

### **23. Post qualification**

23.1 The Competent Authority will determine to its satisfaction whether the Bidder that is selected, as having submitted the lowest evaluated responsive bid, meets the criteria specified in ITB Clause 10.2 and is qualified to perform the contract satisfactorily.

23.2 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 10, as well as such other information as the Competent Authority deems necessary and appropriate.

An affirmative determination will be prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Competent Authority may proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform the contract satisfactorily.

## **24. Award Criteria**

Subject to ITB Clause 26, the Competent Authority may award the Contract to the successful Bidder, whose bid has been determined to be substantially responsive, reasonably priced, and has been determined to be the most suitable bid pursuant to ITB Clause 23.

## **25. Competent Authority's right to vary Activities at the Time of Award**

25.1 The illustrative list of activities to be computerized has been given in Section IV 'Scope of Work and Technical Specifications' including Annexure V. However, if any other activity/activities is/are required to be included in the Scope of Work, with the view to achieve the objective of integrated computerization of the Excise Department, it shall be deemed to have been included in the Scope of Work. The Consultant will have to include all such activities, whether mentioned in the Scope of Work and Technical Specifications, or not, if the Competent Authority, before the finalization of the SRS, determines that such activity/activities is/are the integral part of the integrated computerization of the Excise Department. However changes in the scope of work will be limited to 25% of the said scope of work till the SRS is approved by the Government.

## **26. Competent Authority's right to accept any Bid and to reject any or all Bids**

26.1. The Competent Authority reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Competent Authority 's action.

## **27. Notification of Award**

27.1 Prior to the expiry of the period of bid validity, the Competent Authority will notify the successful Bidder in writing by registered letter or by fax (to be confirmed in writing by registered letter) that its bid has been accepted.

- 27.2 The notification of award will constitute the formation of the Contract.
- 27.3 Upon the successful Bidder's furnishing of performance security pursuant to ITB Clause 29, the Competent Authority will promptly notify the unsuccessful Bidders and will discharge their bid securities, pursuant to ITB Clause 11.

## **28. Signing of Contract**

- 28.1 At the same time as the Competent Authority notifies the successful Bidder that its bid has been accepted, the Competent Authority will send the Bidder the Contract Form provided in the Bidding Document incorporating all the terms and conditions etc. as agreed to between the parties. Though a suggestive proforma for Contract Agreement is enclosed as form IX, the actual Contract Agreement will be worked out at the time of signing the Contract Agreement.
- 28.2 Within 21 days of receipt of the Contract Form, the successful Bidder shall sign and date the Contract and return it to the Competent Authority.

## **29. Performance Security**

- 29.1 The successful Bidder shall furnish the performance security in accordance with the General Conditions of Contract, in the Performance Security Form provided in the Bidding Document, before signing of the contract but within 21 days of the receipt of notification of award from the Competent Authority. Such performance security will be valid only after its realization in the Government account.
- 29.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 23.1, ITB Clause 28 or ITB Clause 29.1 shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event the Competent Authority may make the award to the next lowest evaluated bidder or call for new bids.

### **30. Prohibition on Bidding for Hardware, System Software and Networking Equipment**

- 30.1 Since the bidder is also working as routing consultant and will be advising the Competent Authority on System Integration including consultancy on Hardware requirement, Networking requirement and preparation of bid document for procurement of Hardware, System Software and Networking Equipment, the Consultant either on his own or through Joint Venture/ Partnership/ associated firms/ assisted firms/ subsidiaries etc. will not be permitted to participate in the bid for procurement of Hardware, System Software and Networking Equipment.

### **31. Corrupt or Fraudulent Practices**

- 31.1 The Competent Authority requires that Bidders under this project must observe the highest standard of ethics during the performance and execution of such contract. In pursuance of this policy, the Competent Authority:
- (a) Defines, for the purposes of this provision, the terms set forth as follows:
    - (i) "Corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract executions, and
    - (ii) "Fraudulent practice" means a mis-presentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Competent Authority, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Competent Authority of the benefits of free and open competition;
  - (b) will reject a proposal for award, if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practice in competing for the Contract in question.
  - (c) 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 or fraudulent practice in competing for, or in executing, the contract.
  - (d) if a public servant is prosecuted in a court of law for an offence related with any corrupt practice as mentioned in Clause 31 (a) (i) above in relation to processing, performance

and execution of this contract, it will be considered to be the conclusive proof of the bidder having engaged in corrupt practice and the Competent Authority will take suitable action under this Clause, in addition to any other legal action under the prevalent Acts/rules or regulations.

### **SECTION III: GENERAL CONDITIONS OF CONTRACT (GCC)**

#### **1. Definitions**

1.1 In this Contract, the following terms shall be interpreted as indicated:

Computerization Project: This means the development of application software and system integration including routing consultancy for procurement of Hardware, System software and network equipments; installation, operationalization, integration and commissioning of the system; maintenance of application software after completion of Project and imparting comprehensive (category wise) training to the users of the system.

Consultant cum Software Developer: Herein after called as "the Consultant" means the Organisation, which is awarded the contract to implement Computerisation Project of Excise Department.

Excise Department: This means the Commercial Taxes Department, Bhopal (to the extent it pertains to Excise Department),

Office of the Excise Commissioner, Gwalior including State Flying Squad, Divisional Flying Squads, District Excise Offices, Country Liquor Warehouses, Distilleries, Breweries, Bottling units etc. of M.P.

Integrated Computerisation of Excise Department: This means integrated computerisation of Excise Department, which includes State Flying Squad, Divisional Flying Squads, District Excise Offices, Country Liquor Manufacturing Warehouses, Bottling Warehouses, Distilleries, Breweries etc. as per the proposed scheme.

Monitoring Committee: Monitoring Committee means committee constituted by the Government of M.P. to monitor and give



necessary approvals in various matters in relation to this Project.

Routing Consultancy: This means the Consultant working out the requirement of Hardware and networking equipments, preparation of bid document for the procurement of Hardware, system software and networking equipments on outright purchase or lease basis, as the case may be; analysis of bids and preparation of draft for supply order, testing, bench marking, installation, integration, operationalization and commissioning of the system.

State Government: State Government means the Government of Madhya Pradesh, in Commercial Taxes Department.

Technical Committee: Technical Committee means Committee constituted by Government of M.P. to oversee the technical matters of this Project, including evaluation of technical bids.

The Competent Authority: Excise Commissioner, Government of M.P. Gwalior

The Contract Price: This means the price payable to the Consultant under the Contract for the full and proper performance of its contractual obligations.

The Contract: This means the agreement entered into between the Competent Authority and the Consultant, as recorded in the Contract Form signed by the parties.

## **2. Application**

2.1 These General Conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them.

## **3. Standards of Performance**

3.1 The consultant shall provide the services and carry out its other obligations under the agreement with due diligence, efficiency, economy and techniques. The consultant shall adhere to professional, engineering and consulting standards recognized by international professional bodies while observing sound management, technical and engineering practices. It shall apply appropriate advanced technology and safe and effective methods during execution of this Project and shall always act in respect of any matter relating to this agreement, as faithful advisors to the Competent Authority .The Consultant shall

always support and safeguard the legitimate interests of the Competent Authority, in any dealings with the third party.

- 3.2 The Consultant shall abide by the provisions of the legislation(s), related to the Information Technology, prevalent in this country.
- 3.3 The Software and other services provided under this contract shall conform to the standards laid down in the Scope of Work and Technical Specifications and Schedule of Requirements. The Application Software before installation will be subjected to 'quality assurance test' prescribed by the Competent Authority.
- 3.4 The application software will carry a performance guarantee for three years. This guarantee may be invoked on violation of any of the condition(s) given below:
  - a) All or some of the modules of the application software do not perform satisfactorily as required under the approved System Requirement Specifications (SRS).
  - b) The observed outputs/deliverables of some or all of the modules are not in accordance with the approved SRS.
  - c) *The modules are developing frequent faults. Frequent faults for this purpose mean more than 5 faults per million operations. Fault definition shall be defined mutually between the Consultant and the competent authority at the time of SRS finalization. Accordingly all other related clause stand modified.*
  - d) The security system is not foolproof, with unauthorized persons being able to access/infiltrate in to the system.
  - e) The Government suffers financial losses by way of some of the modules generating illogical/incorrect reports/output.
- 3.5 In order to take care of the concerns outlined in the Clause 3.4 above, it is imperative on part of the Consultant to furnish a Software-Cum-Performance Guarantee in the form of a Bank Guarantee worth Rs. 25 lacs. This Bank Guarantee shall be valid up to a period of three years from the date of completion of the software development project. The bank guarantee shall

be issued by a Nationalized Bank, and shall be in the format prescribed by the Competent Authority.

The proceeds of the said guarantee shall be payable to the Competent Authority as compensation for any loss(es) resulting from the failure of the consultant to meet out its obligations under the Contract.

#### **4. Use of Contract Documents and Information**

- 4.1 The consultant shall not, without the Competent Authority's prior written consent, disclose the Contract, or any provision thereof, or any specifications, plan, drawing, pattern, sample or information etc, furnished by or on behalf of the Competent Authority in connection therewith, to any person other than a person employed by the Competent Authority in the performance of the Contract. Disclosures to any such employed person shall be made in confidence and shall extend to, only so far as may be necessary for purposes of such a performance.
- 4.2 The Consultant shall not, without the Competent Authority's prior written consent, make use of any document or information enumerated in GCC Clause 4.1 except for purposes of performing the Contract.
- 4.3 Any document, other than the Contract itself, enumerated in GCC Clause 4.1, shall remain the property of the Competent Authority and shall have to be returned (in all copies) to the Competent Authority on completion of the Contract, if so desired by the Competent Authority.
- 4.4 In case of termination of the agreement, the plans, drawings, specifications, reports and other documents prepared by the Consultant in the execution of the project shall become a property of the Competent Authority, and before leaving off the Project, the Consultant shall surrender all such material to the Competent Authority. It should include complete description of the application software, hardware equipment, network equipments and system software offered including their principle of operations with drawings and descriptive materials etc. Both soft and hard copies of the System Requirement

Specification (SRS), Software Design Document (SDD), User Manuals and System Administration Manual (in Hindi and English both) need to be provided. The Consultant shall deliver all such things to the Competent Authority within 15 days of the receipt of the notice under GCC Clause 24, 25 and 26.

## **5. Intellectual Property Rights**

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

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

## **6. Applicable Law**

6.1 The contract shall be interpreted in accordance with the laws of the Union of India and the Government of M.P.

7. *Deleted.*

## **8. Inspections and Tests.**

8.1 The Competent Authority shall have the right to inspect the work or get it inspected by his agent or any authorized officer at any stage.

## **9. Governing Language**

9.1 The contract shall be written in English language. Subject to ITB Clause 5, English version of the Contract shall govern its interpretation. All correspondences and other documents

pertaining to the contract, which are exchanged between the parties, shall be written in the English language.

## 10. Copyright

10.1 The Competent Authority will have exclusive rights to use the application software and no body can make its copies and use them for any purpose with out the written consent of the Competent Authority.

10.2 *The application software which has been specifically developed for the MP Excise Department by CMC and is not implemented / functional at other customer locations with all its copyrights after implementation and clearance of legitimate dues of the Consultant shall become the sole property of the Excise Commissioner, MP, Gwalior only. The Consultant shall have no right to copy, sale or the use of the software except for the purpose of this project.*

10.3 If the consultant wishes to use any part/module of the application software for any purpose except for the fulfillment of its obligations under the project, it may with the written consent of the Competent Authority, but it shall have to pay royalty to the Government of MP at the rate and other terms and conditions mutually agreed upon between the parties for the purpose.

## 11. Transportation

11.1 Where the Consultant, under the contract is required to transport the Software and other products / services to a specified place or destination defined as Project site, (**detail list enclosed in Annexure II**) transport to such a place or destination in India including the insurance cover as may be specified in the Contract shall be arranged by the Consultant, and the related costs shall form a part of the contract Price.

## **12. Completion of Computerization Project**

12.1. The Computerization Project of Excise Department will be declared complete only after completion of all the following activities:

- a) Satisfactory pilot testing of the system.
- b) Training of all the concerned staff (category wise) as per the agreed programme.
- c) Purchase, installation & integration of the hardware, the system software & the networking equipments at all the desired sites.
- d) Installation of the application software on all sites.
- e) Successful commissioning (the connectivity of the system included), of all the modules of application software for a continuous period of 90 days, during which the fault level should not exceed 10 faults per million operations.
- f) Supply of process manuals, user manuals, and system administration manuals.
- g) Supply of the source code- *source code shall be supplied only after implementation of the application software and after the release of all due payments up to that stage to the Consultant.*
- h) Furnishing of the Software Performance Guarantee as envisaged in GCC Clause 3.5.

## **13. Payment**

13.1 The method and conditions of payment to be made to the Consultant under the contract shall be specified in the terms of payment.

13.2 The Consultant's request(s) for payment shall be made to the Competent Authority in writing accompanied by the details of work executed, supported with evidence of accomplishment of the item wise work for which payment is being claimed.

13.3 Payments shall be made promptly by the Competent Authority and in no case later than 72 hours of submission of the claim, complete in all respects, by the Consultant.

13.4 Payment shall be made in Indian Rupees.

13.5 All the payments to the Consultant shall be subject to the report of satisfactory accomplishment of the concerned task, to be submitted

by the **System Auditor**, as appointed by the Government of MP or through any other agency/authority/person, which the Government of MP may nominate for the purpose.

#### **14. Terms of Payment**

14.1 The entire work is divided into three phases, each comprising of various stages under the enlisted Items as per GCC Clause 14.4. Quotations from the bidder shall be phase wise prices for each of the Items. The Competent Authority shall have the discretion to delete any of the work(s) under the outlined phases, from the work order mentioned in Clause 7.1 of Section IV and deleting the work under any of the items mentioned in GCC Clause 14.4, under any or all of the phases. The work under the three phases may be executed simultaneously or sequentially or in any order as may be so decided by the Competent Authority.

14.2 The bidder must allocate the total contract value into following Items:

- i) Providing application software including source code.
- ii) System Integration including Routing consultancy on hardware requirement, network equipments requirement, preparation of bid document for the procurement of hardware, system software, networking equipments etc. on out right purchase or lease basis as the case may be; analysis of bids and preparation of draft for supply order, testing, benchmarking, installation, operationalization, integration of the system and providing necessary advice on the requirement for site preparation in all the specified locations.
- iii) Training as per specifications.
- iv) Maintenance of application software for three years after successful completion of the Computerisation project as specified in GCC Clause 12.

These allocations will be the basis for payments to the bidder. The bidder will submit his bills for the consideration of payment for each items separately after completion of each stage in that Items. The Items of payment due after each stage are given below in GCC Clause 14.4.

14.3 For a sound and logical consideration, the allocations into these Items must be in such a manner that they should bear a realistic and well thought out basis. In case of any bidder failing to submit the Items-wise cost of the project as per the above

allocations, or allocates the expenditure in unrealistic/unworkable manner among the four Items, then the Competent Authority shall fix these allocations in the ratio of 50:25:12.5:12.5 and these allocations shall be final and binding on part of the bidder.

- 14.4 The Competent Authority will make payments in appropriate situation, according to the given schedule, which shall be subject to the fulfilment of given milestones on various Items. Income tax at source and other taxes as applicable under the concerned laws will be deducted from payment at every stage.

**(i) Providing application software including source code: -**

The payments would be made as per the following schedule:

<b>MILESTONE</b>	<b>PAYMENT</b>	<b>CUMULATIVE PAYMENT</b>
<b>(a)</b> System analysis, System design and acceptance of SRS	10%	10%
<b>(b)</b> On successful completion of Pilot Testing	10%	20%
<b>(c)</b> On delivery, installation and successful testing of application software	40%	60%
<b>(d)</b> On integration and commissioning of the application software.	20%	80%
<b>(e)</b> On successful commissioning and running of the system for 90 days as mentioned in GCC Clause 12 (d) (e), supply of source code and submission of software performance guarantee as specified in GCC Clause 3.5.	20%	100%



- ii) **System Integration including Routing consultancy on hardware requirement, network equipments requirement, preparation of bid document for the procurement of hardware, system software, networking equipments etc. on outright purchase or lease basis as the case may be; analysis of bids and preparation of draft for supply order, testing, benchmarking, installation, operationalization, integration of the system and providing necessary advice on the requirement for site preparation in all the specified locations.**

The payments would be made as per the following schedule:

<b>MILESTONE</b>	<b>PAYMENT</b>	<b>CUMULATIVE PAYMENT</b>
<b>(a)</b> System integration including Routing consultancy on hardware requirement, network equipments, advice on requirements for site preparation and preparation of bid document for the procurement of hardware, system software and network equipments on outright purchase or lease basis as the case may be	20%	20%
<b>(b)</b> Analysis of bids and preparation of draft for supply order	20%	40%
<b>(c)</b> Testing/Benchmarking, Installation, Integration, Operationalization and commissioning of the system.	40%	80%
<b>(d)</b> On successful commissioning and running of the systems for 90 days as mentioned in GCC Clause 12 (c) and submission of software performance guarantee as specified in GCC Clause 3.5.	20%	100%

**iii) Training: -**

The payments would be made as per the following schedule:

<b>MILESTONE</b>	<b>PAYMENT</b>	<b>CUMULATIVE PAYMENT</b>
(a) Submission of detailed work plan of training and a set of back up/reference material	10%	10%
(b) Providing training as per work plan, Submission of report of performance tests of various groups	60%	70%
(c) Remedial training to under performers	10%	80%
(d) On successful commissioning and running of the systems for 90 days and after completion of all the training activities as mentioned in GCC Clause 12 (b) and submission of software performance guarantee as specified in GCC Clause 3.5.	20%	100%

**iv) Maintenance of application software for three years after successful completion of the Computerisation project: -**

The bidder shall be responsible for the maintenance of the application software for a period of three years after the successful completion of the Computerisation project. The payments would be made to the bidder on a quarterly basis, in arrear and in equal instalments, as per the following schedule:

<b>MILESTONE</b>	<b>PAYMENT</b>	<b>CUMULATIVE PAYMENT</b>
On successful completion of all the maintenance obligations of the application software (every quarter) for 12 quarters	8.33% For each quarter	100%

**14.5 Deleted.**

14.6 The payment for different items in sub-item of GCC Clause 14.4 will normally be made on the satisfactory completion of item/sub item. However, for sub item i(c), ii (c) and iii (b) of GCC Clause 14.4, pro rata payment can be made on the basis of number of sites/trainees covered.

14.7 The responsibility for installing /testing/integrating and commissioning etc of the Hardware and Networking equipments will be with that of Hardware and Networking equipment consultant. The Consultant will have to supervise the entire operations and ensure that the system is benchmarked/ tested/installed/ commissioned/ operationalized and integrated as provided in GCC Clause 14.4.

**14.8 Deleted.**

## **15. Penalty Clause**

15.1 If any of the stages specified in GCC Clause 14, either not completed or not completed satisfactorily as per the approved time schedule, forming part of the contract agreement, a penalty @ 1% of the bid value of the stage of the item pursuant to GCC Clause 14.4, per week (subjected to maximum 10%) may be imposed and accordingly the time for the next stage be reduced by the Competent Authority, to account for the delay. If the delay is beyond 10 weeks then the Competent Authority may rescind this part of the contract and shall be free to get it done from any other agency at the risk and cost of the Consultant.

15.1 *If any meeting convened for finalization of SRS in consultation with the consultant is cancelled due to non-representation on part of the consultant or for any other reason on it behalf, a penalty of Rs. 5000/- per meeting shall be levied and deducted from the bills of the consultant.*

15.2 *If any training course scheduled in consultation with the consultant is cancelled, due to any reason thereof, on the part of the consultant, including non availability of required faculty, site, equipment, material etc., a penalty of Rs. 20000.00 per course shall be levied and deducted from the bills of the consultant.*

## **16. Prices**

16.1 Prices charged by the Consultant for Computerization Project under the Contract shall not vary from the prices quoted by the

Consultant in its bid. The prices quoted for the items/services shall under no condition change during the period of agreement. The rates should be quoted for Office of Excise Commissioner, and all the offices of Excise Department MP in various districts as given in *Annexure-III* and shall be inclusive of all the items as per the bid document.

## **17. Claims for Compensation for Submission of Bid**

17.1 The Consultant whose bid is not accepted shall not be entitled to any claim whether of costs / charges / expenses etc. incidental to or incurred by him through or in connection with his submission of the bid or its consideration by the Competent Authority or in the event of the State Government opting to modify/withdraw the Invitation to Bid or not to accept any of the bid(s).

## **18. Change Orders**

18.1 The Competent Authority may at any time, by way of a written order or notice to the Consultant, pursuant to GCC Clause 39 make changes within the general scope of the Contract in any one or more of the following:

(a) Drawings, designs, or specifications, wherein the software to be developed under the Contract need to be specifically designed for certain additional activities, other than those mentioned in the scope of work and technical specifications.

(b) the additional services to be provided by the Consultant.

(c) the change in place and schedule of delivery

(d) change the work content by deleting any of the work(s) under the outlined phases as mentioned in Clause 7.1 of Section IV and deleting the work under any of the items mentioned under GCC Clause 14.4, under any or all of the phases.

18.2 If the Competent Authority requires that any activity/activities, which is not provided for under the “scope of work and technical specifications” in the bid document, need be developed, then the

Competent Authority may ask the Consultant to work out the requirement of "software personnel hours" for the same. The Competent Authority after assessing the quantum of work will determine the requirement of software personnel hours. If the Consultant agrees with the decision of the Competent Authority, he will proceed to execute the work. The payment will be made for such deployment on the basis of rates quoted in the Price Schedule (Form II) of the bid document. The total value of such additional work will be limited to the 20% of total value of the accepted Bid. However, this extra payment for software development will be subject to condition mentioned in the ITB Clause 25.

## **19. Contract Amendments**

- 19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

## **20. Assignment**

- 20.1 The Consultant shall not assign to any other agency, in whole or in part, its obligations to perform under the Contract, except with the Competent Authority's prior written consent.

## **21. Subcontracts**

- 21.1 The Consultant shall not without written consent of the Competent Authority subcontract the awarded contract or part thereof.

## **22. Delays in the Consultant's Performance**

- 22.1 Delivery of the Software and performance of the Services shall be made by the Consultant in accordance with the approved time schedule forming part of the Contract Agreement.
- 22.2 This is a time bound project and it is expected that no extension of time for performance of any activity/ activities will either be sought or given in this project. However, if at any time during the course of the contract, the Consultant encounters conditions impeding the timely delivery of the items and the performance of the service, the Consultant shall promptly notify to the Competent Authority in writing the fact of the delay, its likely duration and its

cause(s). The Competent Authority shall himself evaluate the situation and in the exceptional circumstances and in the interest of work may extend the Consultant's time for performance in which case the extension shall have to be ratified by the parties by an amendment of the Contract.

22.3 Delay on part of the Consultant in the performance of its delivery obligations shall render the consultant liable to the imposition of penalty pursuant to GCC Clause 15 unless an extension of time is agreed upon pursuant to GCC Clause 22.2.

**23. Deleted.**

**24. Termination for Default**

24.1 The Competent Authority after consultation with the State Government may, without prejudice to any other course of action for breach of contract, by written notice of 30 days to the Consultant, terminate the agreement in whole or in part, if:

(a) The Consultant fails to perform any or all of the obligations within the time period(s) specified in the agreement or any extension thereof granted, by the Competent Authority.

(b) The quality of the delivery of various tasks is not up to the satisfaction of the Competent Authority.

(c) The Consultant fails to perform any other obligation under the agreement.

24.2 In the event of the Competent Authority terminating the contract in whole or in part, pursuant to GCC clause 24.1, the Competent Authority may procure, upon such terms and in such a manner as it deems appropriate, items or services similar to those undelivered, and the consultant shall be liable to the Competent Authority for any excess costs for such similar items or services. However, the Consultant shall continue with the performance of the contract to the extent not terminated.

24.3 The Consultant shall stop the performance of the contract from the effective date of termination and hand over all the documents, hardware, equipment etc. to the Competent Authority for which payment has been made. The Consultant may withdraw items, for which payment has not been made. No

consequential damages shall be payable to the Consultant in the event of termination.

24.4 In case of termination of contract as mentioned in Clause 24.1, all Bank Drafts/ FDR's furnished by the Consultant by way of Bid Security / Performance Security shall stand forfeited.

24.5 In case of suspension under Clause 27.2, the Consultant shall be liable to pay compensation for any loss or additional liability, if incurred due to completion of work by another agency.

## **25. Termination For Convenience**

25.1 The Competent Authority, by written notice sent to the Consultant, may terminate the contract, in whole or in part thereof, at any time for its convenience. The notice of termination shall specify that termination is for the Competent Authority's convenience and also the extent to which performance of the Consultant under the contract is terminated, and the date on which such termination becomes effective.

25.2 The Competent Authority shall accept the items/services, which are completed and ready for delivery within 30 days after the Consultant's receipt of notice of termination, at the contract terms and prices. For the remaining items/services, the Competent Authority may elect:

- a) to have any portion completed and delivered at the contract terms and prices; and /or
- b) to cancel the remainder and pay to the consultant an agreed amount for partially completed items/services and for services previously accomplished by the Consultant.

## **26. Termination for Insolvency**

26.1 The Competent Authority may at any time terminate the contract by giving notice to the Consultant, if the Consultant becomes bankrupt or otherwise insolvent. In this event,

termination will be without compensation to the Consultant, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Competent Authority.

## **27. Suspension**

27.1 The Competent Authority may, after giving a written notice of suspension to the Consultant, and considering the representation, if any, submitted to him within a period of 15 days from receipt of such notice, suspend all payments to the Consultant, if the Consultant fails to perform any of its obligations (including the carrying out of the services) provided that such notice of suspension:

- (a) Shall specify the nature of the failure and
- (b) Shall direct the Consultant to remedy such failure within a specified period from the date of receipt of such notice of suspension by the Consultant

27.2 The Competent Authority may engage some other agency for the completion of suspended work, which will be carried out at the risk, and cost of the Consultant.

## **28. Consultant Personnel**

28.1 The Consultant shall employ and provide such qualified and experienced personnel as may be required to perform the services under the agreement. The Consultant shall open an Office at Gwalior and other places, wherever necessary. The Office at Gwalior will be treated as branch office of the Consultant for legal and financial purposes. The Consultant will also depute and maintain the personnel for maintenance of application software at Divisional Headquarters pursuant to Clause 10.2 (iii) of Section IV.

## **29. Confidentiality**

29.1 The Consultant and their personnel shall not, either during implementation or after completion of the project, disclose any proprietary or confidential information relating to the services,



agreement or the Competent Authority's business or operations without the prior consent of the Competent Authority.

### **30. Property and Risk**

30.1 The property and risk in the works shall pass on to the Competent Authority after they are performed in accordance with the conditions of the agreement. Such passing of property and risk shall be without prejudice to any right of rejection.

All works must pass the acceptance test and Competent Authority shall be entitled to reject all or any work or properties, which do not conform, completely in every respect, to the specifications.

30.2 Any property or work rejected must, at the request of Competent Authority, be replaced or re-performed as the case may be, by the Consultant at its own expense. Alternatively, the Competent Authority may elect to cancel the contract in respect of the work in question and of the remainder work (if any) covered under this contract.

### **31. Force Majeure**

31.1 Notwithstanding anything contained in the Bid Document, the Consultant shall not be liable for forfeiture of security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failures to perform its obligations under the agreement is the result of an event of Force Majeure.

31.2 For purposes of this clause "Force Majeure" means an event beyond the control of the Consultant and not involving the Consultant's fault or negligence and which was not foreseeable. Such events may include wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargos. The decision of the Competent Authority in consultation with the Government of M.P., regarding Force Majeure shall be final and binding on the Consultant.

31.3 If a Force Majeure situation arises, the Consultant shall promptly notify to the Competent Authority in writing, of such conditions and the cause thereof. Unless otherwise directed by

the Competent Authority in writing, the Consultant shall continue to perform its obligations under the agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The Competent Authority may after consultation with the Govt. of M.P, terminate this agreement by giving a written notice of a minimum 30 days to the Consultant, if as a result of Force Majeure, the Consultant is unable to perform a material portion of the services for a period of more than 60 days.

### **32. Y2K Compliance**

**32.1** The materials, equipment and services to be supplied under the contract shall be Y2K compliant.

### **33. Other Conditions**

**33.1** The Competent Authority will be free to use the system at any number of locations. The Consultant will provide implementation support on agreed terms and conditions on all locations, as per the requirement of the Competent Authority.

**33.2** When the Consultant introduces some updating on these systems, the same will have to be offered to the Competent Authority on agreed terms & conditions.

### **34. Resolution of Disputes**

**34.1** The Competent Authority and the Consultant shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute that may arise between them under or in connection with the Contract.

**34.2** If, after 30 days from the commencement of such informal negotiations, the Competent Authority and the Consultant are unable to resolve, amicably a contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism specified in the GCC Clause 34.3.

**34.3** In all matters and disputes arising there under, the Madhya Pradesh Arbitration Tribunal shall be the sole arbitrator to decide the claim and its decision shall be final and binding on both the parties. However, during the period of doubt,

disagreement or dispute, both the consultant and the Competent Authority shall ensure that the computerized project works in a normal way. Such doubts, disputes and disagreement shall not give any reason or freedom to either the Competent Authority or the consultant to interfere in or prevent normal functioning of the Computerized Project.

### **35. Legal Jurisdiction**

35.1 All legal disputes between the parties shall be subject to the jurisdiction of the courts situated in MP only.

### **36. Taxes and Duties**

36.1 The responsibility of taking all the necessary statutory clearances lies with the bidder. The Consultant shall be entirely responsible for all taxes, duties, license fees, octroi etc. regarding all the items needed for completion of work assigned to him. The office at Gwalior will be treated as branch office of the Consultant for legal and taxation purposes.

### **37. Local Conditions**

37.1 The Consultant shall inspect the site and shall satisfy himself of the site conditions and shall apprise himself of the procedure for engagement of agencies and shall collect any other information that may be required before submitting the bid. Claims and objections due to ignorance of site conditions shall not be considered after the submission of bid.

37.2 The Consultant shall be deemed to have exhaustively examined the Bid Document, to have obtained all information and clarifications on all matters whatsoever that might affect the carrying out of the work and to have satisfied himself as to the adequacy of his bid. He is deemed to have known the scope, nature and magnitude of the work and as to all work he has to complete in accordance with the contracts whatever be the defects, omissions or errors that may be found in the Bid Documents.

37.3 The Consultant shall be deemed to have visited and carefully examined the site and surroundings, to have satisfied him about the nature and details of all existing conditions that may affect the work.

- 37.4 The Consultant shall be deemed to have acquainted himself of Government of India's and Government of Madhya Pradesh's taxes & duties, Laws, statutes, regulations, levies and other charges.
- 37.5 Any neglect or omission or failure on the part of the Consultant in obtaining necessary and reliable information as stated above or on any other matter affecting the Consultant shall not relieve him from any risks or liabilities or the entire responsibility for completion of the work in accordance with the Bid Document.

### **38 . Responsibilities of the Consultant**

38.1 The Consultant shall be responsible for the following:

1. The Consultant shall co-ordinate with the office of the Excise Commissioner for the successful execution of the Computerization Project.
2. The Consultant shall develop, test, debug, install, commission, operate, integrate and maintain application software for undertaking all operations of the Excise Department and other modifications that may be suggested.
3. The application software should be capable of capturing the transactions at all the offices of the Excise Department including Excise Commissioner's office. Though the detailed requirement of the activities, to be computerised have been mentioned in the scope of work and technical specifications of the bid document, the Consultant shall include any other activities, ancillary or supplementary to them, for computerisation, with a view to achieve the objectives of the Computerization Project.
4. The final SRS, as approved by The Competent Authority will list the functionalities the software will deliver, describe the logic of processing and provide the list of reports that will be required at different levels. The SRS when approved will form the base line of requirements of software.

5. The Consultant shall furnish the details (with logical justification) of proposed platform /system software, on which the system design of the project will be based.
6. The Consultant shall develop the Software as per the SRS only. The Software should be adequately user friendly, so that the officials in the Excise Department may use it comfortably. The Consultant shall provide Software Design Document (SDD), User Manuals and System Administration Manual. User Manuals will be required both in English and in Hindi and should be provided at each site as mentioned in **Annexure II**.
7. The Consultant shall make arrangements for the transportation of Software etc. to the site(s) and if required cover transit insurance till the delivery of the material to the respective sites.
8. The Consultant shall furnish the requirements of Hardware, System Software and Networking equipments etc at 5 locations mentioned in the Clause 8 of Section IV for pilot testing, immediately after the acceptance of System Design. This is required so that procurement action can be initiated and all the necessary hardware, system software etc are placed at the selected sites for pilot testing.
9. The Consultant shall perform system integration including routing consultancy on hardware requirement, network equipments requirement, preparation of bid document for the procurement of hardware, system software, networking equipments etc.on outright purchase or lease basis, as the case may be; analysis of bids and preparation of draft for supply order, testing, benchmarking, installation, operationalization, integration of the system and providing necessary advice on the requirement for site preparation in all the specified locations. Though the installation /testing/integration/ networking and commissioning etc of the hardware and networking equipments will be the responsibility of hardware and networking equipment provider. The Consultant will have to supervise the entire operations and ensure that the system is benchmarked/ tested/installed/ commissioned/operationalized and integrated for smooth functioning of the system.

10. The Consultant shall furnish the following particulars also as routing consultant:

- (a) Hardware sizing and network equipment sizing report as per the requirements of application software;
- (b) Complete description of hardware and network equipment required, including their principle of operations and descriptive materials;
- (c) Prepare and analyse the bids and preparation of draft supply order for procurement of hardware, system software and network equipments.
- (d) Requirement of electric power, other utilities and services for site preparation.

11. The Consultant shall train the staff of the Excise Department as per the following details:

- (a) Provide training to officials/employees, who would be the users of the system and at the end of the training, a test would be conducted.
- (b) Provide all required training material, references and documents.
- (c) Conduct additional round of training, if the trainees fail to pass the test.

12. The Consultant shall maintain the application software for three years after the completion of the project. The Consultant shall furnish the number and various categories of personnel to be deployed and after the approval of deployment plan by the Competent Authority, shall deploy them for the maintenance of the application software.



*The competent Authority shall not offer employment to the employees of the consultant for the period of this contract and one year thereafter without its written consent.*

*No Partnership: -*

*The Parties are independent contractor. This agreement does not constitute a partnership or joint venture between the parties. Neither Party may act or purport to act as agent of the other for any purpose whatsoever, nor will neither Party enter into contracts or make representations on behalf of the other without the prior authorization and consent of the other Party.*

*Waiver: -*

*No failure or delay by any Party in exercising any right, power or discretion hereunder shall impair such right, power or discretion or operate as a waiver thereof, nor shall any single or partial exercise of any right, power or discretion preclude any further exercise thereof or the exercise of any other right, power or discretion and remedy provided herein.*

*Entire Agreement: -*

*This agreement constitutes the entire agreement between the parties and precedes any previous arrangement or communication between the parties.*

*Amendment: -*

*No amendment to this agreement is valid unless signed by persons duly authorized by the parties.*

*Consequential Liability: -*

*CMC's total consequential liability is capped at Rs. 5 cr.*

*Third Party Testing: -*

*Application Software developed by the consultant shall be subjected to satisfactory testing by the Third Party appointed by the Competent Authority.*



## **SECTION IV :**

### **SCOPE OF WORK AND TECHNICAL SPECIFICATIONS**

#### **1. INTRODUCTION**

- 1.1 The Madhya Pradesh State Excise Department is Part of the Commercial Taxes Department (CTD) of the Govt. of Madhya Pradesh. The Commercial Taxes Department is headed by a Principal Secretary and is responsible for formulation of Excise policy, Acts, rules and regulations and general supervision and monitoring of the Excise Department.
- 1.2 The Madhya Pradesh State Excise Department is responsible for administration and monitoring of liquor trade in the State. It is entrusted with the responsibility of making laws & framing rules relating to manufacture, possession, sale, import, export and transport of liquor, intoxicating drugs and collection of excise revenue. It is also responsible for making policies, laws and rules relating to entrainment duty and its collection. The revenue target for the department under the heads of excise duty and entertainment duty is presently fixed around Rs. 1430 crores per annum. The Department is also responsible to prevent illicit liquor and evasion of excise and entertainment duty.
- 1.3 The Excise Commissioner is the Head of the Excise Department and the Head Office is located at Gwalior. The Department is organized into one State Flying Squad with office at Bhopal, 7 Divisional Offices known by the name of Divisional Flying Squads, 48 District Excise Offices and One State Level Training School at Gwalior. In addition to these, there are offices established at distilleries, breweries, bottling units, IMFL warehouses, country liquor manufacturing warehouses/storage warehouse etc.
- 1.4 The Excise Department headed by the Excise Commissioner is organized at four different levels namely Head Office (HO) Divisional Level, District Level and Sub-district level.
- 1.5 The organization structure at different levels and existing system of operations are given at *Annexure II*.

#### **2. EXISTING COMPUTERISATION**

- 2.1 At present, computerization level in the department is minimum. PCs are provided at the Head Office, Divisional level/District level offices and IMFL warehouses. They are mostly used for word

processing and generation of reports and sending/ receiving of e-mails. The IMFL warehouses are equipped with a software to deal with receipts, issues, stock position and payment. The main features/ details of the existing software can be made available on demand. The system to be developed is to retain the present functionality and no migration is required.

### **3. PROPOSED COMPUTERISATION SYSTEM**

3.1 The proposed computerization will cover all the existing functions and activities performed at storage country liquor warehouses, manufacturing country liquor warehouses, IMFL storage warehouses, distilleries, breweries, bottling units, district excise offices, divisional level flying squads, state level flying squad, the Head office and the Commercial Taxes Department at Bhopal. The system should be capable of performing all the operations, preparation of accounts, generation of reports, online generation of various licences, permits, NOCs & etc. which are covered under M.P.Excise Act,1915 and other relevant rules and regulations, as given in **Annexure-1**. A non-exhaustive list of such activities is included in clause 3.4 below. However, If any activity related to existing operations of the Excise Department is not included in the list, it will be presumed to be included and covered under the Computerization project.

3.2 The Excise Department changes the excise policy on a year-to-year basis. The proposed computerization should be capable of capturing such changes whenever required. The Consultant will have to take care of all such minor alterations and parametric revisions required in consultation with the officers of the Department at no extra cost.

3.3 In addition to the existing activities of the Department , it is proposed to include some other activities which are crucial for the improvement of the Department. The activities in various offices of the department are shown in **Annexure-V**

3.4 An Illustrative list of activities to be covered under the computerization is given below :

1. Excise department recovers fee & duty on trading of different intoxicants. The different activities i.e. manufacturing, import, export, transport, sale take place under the supervision of the Excise Department. All such activities are to be covered in the

computerization. The intoxicants are country liquor, foreign liquor, beer, wine, toddy, bhang, poppy straw etc.

2. Rectified spirit and Extra Neutral Alcohol are manufactured in distilleries using molasses / grain as raw material. Beer is manufactured in breweries using malt and sugar as raw material. Country liquor and Indian Made Foreign Liquor (IMFL) are manufactured using Rectified Spirit and Extra Neutral Alcohol (ENA).

Rectified Spirit / Extra Neutral Alcohol is transported to foreign liquor manufacturing units / country liquor warehouses / other distilleries and is exported to other States also from distilleries. Foreign liquor manufacturing units manufacture foreign liquor using Rectified Spirit / Extra Neutral Alcohol / High Bouquet Spirit (HBS) purchased from distilleries or imported from other states. IMFL / Beer is transported under bond to foreign liquor warehouse and CSDs and exported to other States also.

3. Production yield of Rectified Spirit / Extra Neutral Alcohol / IMFL/Beer by the manufacturing units as per the fixed norms should be monitored. All types of wastages i.e production, blending, reduction, evaporation etc. as prescribed by excise rules should also be monitored. Bottling fee is charged depending upon the nature of manufacturer.

4. The complete database of raw material, finished products, label / brand wise production, sale and stock position, wastages etc. should be monitored date wise and progressively also.

5. On the label of every bottle of foreign liquor manufactured a unique number slip will be affixed at the time of production. Depending upon the number of pieces to be bottled on a day the computer will generate a number series randomly. Slips bearing these numbers would be affixed on the labels produced on that date. These numbers should be mentioned in the transport permits also. Every manufacturing unit will have a separate series of numbers and after the end of the financial year; a new series will come up. During the financial year a number will not be repeated.

6. For transport of Indian Made Foreign Liquor and Beer a permit should automatically be generated *on* computer by the manufacturer himself under following conditions:-

- (i) On payment of prescribed transport fee.
- (ii) On fulfillment of the conditions prescribed by the department.
- (iii) There should be separate series of permit number for each manufacturing units for a financial year.
- (iv) Computer should not generate more than one permit of the same number.
- (v) If the manufacturer wants to cancel a generated permit, it should be done with the prior sanction of the officer-in-charge.
- (vi) Every manufacturing unit will be allotted a code number using it he will generate the permit.
- (vii) This generation of permit work will be monitored by the officer-in-charge of the units and the higher authorities of the department.
- (viii) As soon as the consignment is dispatched from the units, the time of dispatch should be entered in the permit through the computer.
- (ix) Computer should record the time period allowed for the transportation of the consignment automatically depending upon the distance to be covered.
- (x) The computer should record the approved route for the transportation of the consignment.

7. Verification of the delivery of consignment should be monitored if verification certificate does not come within the prescribed time limit the computer should not generate the next permit for the same unit.

8. The system developed is to be Radio Frequency Identification Device (RFID) compatible and may be introduced during the transportation of spirit / IMFL by tanker / truck to check its misuse in future.

9. As per the present excise policy all the retail vends of country liquor and foreign liquor are disposed off by inviting applications or tender by the District Committee nominated by the State Government. A fixed percentage of the total value of shop is recovered in advance as Basic Licence Fees. The rest of the amount is recovered as licence fee in 24 installments. The licensee is permitted to lift country liquor / IMFL / Beer / Wine depositing the prescribed duty which is adjusted in the fortnightly installments.

Against the deposition of duty to a foreign liquor retailer NOCs are issued by the Assistant Commissioner Excise / District Excise Officer of the District against which, foreign liquor is issued from

Foreign Liquor Warehouse, and country liquor, is issued from the country liquor warehouses to country liquor retailer. This duty is adjusted against the fortnightly demand of the licence fees. Every retail licensee should have a separate account in which demand and recovery of licence fee will be accounted for. A day to day account of deposit of duty, licence fee and liquor issued will be their in it. This account will last till the entire licence fee of the shop is recovered. All these work should be covered under computerization. Computer should not allow double entries of a treasury challan. Daily challan entries should be verified online from web site of the treasury department of the State.

Retailer's licence fee of the fortnight should be deposited as a rule by the end of the fortnight. In case licence fee in arrears at the end of a fortnight, permit / NOC should not be generated by the computer against the amount, deposited unless the remaining licence fees of the fortnight is deposited in cash in the coming, fortnight.

The recovery of the Retailer's licence fee against the demand should be monitored on day-to-day basis, licensee wise, excise circle wise, District wise, Division wise and State wise.

10.IMFL is stored in foreign liquor warehouses, which are situated in various places in the district headquarters for supply of foreign liquor to the retailers. No Objection Certificate as per requirement is issued by the officer-in-charge of the foreign liquor warehouses in the name of manufacturing units and Mother Depot (FL-10A and FL-10-B) licence. On the basis of these NOCs IMFL / Beer / Wine is transport from manufacturing units to the warehouse. After depositing permit fee foreign liquor / beer / wine is issued to retail contractors on the basis of NOCs issued by the Assistant Commissioner Excise / District Excise Officer of the Districts. The transport permit will contain the information i.e. name of shop, quantity, details of NOC, label wise details of IMFL/Beer/Wine along with the unique numbers printed on the labels batch numbers, transport fees, duty etc. TDS as prescribed by the income tax department is also being recovered. All these activities should be covered by computerization. The complete database of manufactures, retailers and IMFL/Beer received and dispatched manufacture wise retailer wise, District wise, Division wise, and State wise should be there in computer, so that all sorts of analysis and report can be generated.

11. Country liquor is manufactured by country supplier in manufacturing warehouses situated in various districts of the State. Rectified Spirit is transported from his distillery to the manufacturing warehouse. Country liquor of three varieties, Masala 25 UP, Plain 50UP and Plain 60UP is manufactured in four sizes of bottles. Wastages are allowed as per excise rules. Bottled country liquor is transported to other storage warehouses on the basis of transport permit. Country liquor is issued to retailers on the basis of duty deposited, which is adjusted against fortnightly demand of licence fee of the retail country liquor shops. All these activities take place in supervision of warehouse in-charge-officer. An issue price per bottle is being paid by the retailers to the country liquor supplier. All these activities of production, supply, storage of country liquor and deposition of duty, licence fee date wise, licensee wise and warehouse wise should be done on-line. On the basis of these data warehouse wise, District wise, Division wise and State wise daily and progressive production issue and storage information should be generated In country liquor warehouse bhang is also stored and issued after deposition of duty and licence fee. This work is also to be covered in computerization.

The complete database of country liquor supplier, retailers, and country liquor produced, sold and stocked retailer wise, warehouse wise, district wise, division wise and State wise should be there in computer.

12. A time limit has been fixed to deposit the licence fee for all the intoxicants. We should have information that who are the defaulters and if the default is beyond the certain time limit, the computer should generate the revenue recovery certificate by its own.

13. We should have a data base of major head wise, minor head wise and sub head wise daily progressively monthly and yearly revenue district wise division wise and State wise. The *revenue* under these different heads the duty and licence fee on country liquor, foreign liquor, beer, wine, bhang, toddy and poppy straw etc, Basic licence fee on detail country liquor, foreign liquor shops, export fee, import fee, transport fee bottling fee, penalty etc should be there in data based. Revenue figures should be tallied with treasure figure online.

14. We should have a database for lifting and consumption of country liquor (Masala & plain) foreign liquor (brand wise and label wise) and beer retail licence wise, circle wise, district wise, division wise and State wise.

15. There are five opium producing districts in the state i.e. Mandsaur, Ujjain, Shajapur, Ratlam and Neemuch. Poppy straw wholesale and Retail contracts are disposed off by open auction. In rest of the districts fixed annual licence fee is prescribed. In opium producing districts poppy straw is purchased by the wholesale licensee from the cultivators. Wholesale licensee sale poppy straw to retail licences of the State and export out of the State also. Licence fee in opium producing districts is recovered in 12 monthly installments. All this transaction should be computerized.

16. Information regarding old arrears and its recovery of excise and entertainment duty district wise, division wise, and State wise should be available on line.

17. Database regarding excise related crime village-town wise, circle wise, district wise, division wise, and State wise should be there in computer. In this information the details of accused, crime, quantity and details of seizure of excisable articles (in case of illegal transport) mode of conveyance and other crime record should be made available, so that analysis of crime related to excisable articles may be done and related reports can be generated.

18. Monitoring of pending court cases in different courts should be monitored we should have court wise, district wise, division wise, state wise list of court cases, their status and other relevant details.

19. Entertainment duty and Advertisement Tax through Entertainment is recovered in the State by the Excise Department. Permanent, quasi permanent and temporally cinema houses, cable connections, VCR theatres and other entertainment programme are liable to pay entertainment duty and advertisement tax. We should have cinema wise, cable operator wise, and database of all the cities, districts, divisions and State.

20. We should have a data base of all the employees of the excise department related with their appointments, annual increments, promotions, transfers, leave salary and other personal information, cadre wise, district wise, division wise and state wise.

21. Inspection roaster their follow up and inspection formats of the various manufacturing units, warehouses, offices' and shops should be made available online.

22 The official website of the department is to be updated. The various Acts Rules, notifications and instructions of the Government and Excise Commissioner are to be added in the website.

NOTE : The illustrative list of activities provided in Clause 3.4 above is not the list of modules. The Consultant may device modules according to the actual requirement of the Computerization Project.

#### 4. **HARDWARE REQUIREMENTS**

4.1 The consultant, who will be awarded the contract, will be responsible for working out the hardware requirements at various locations, looking into the system requirement and existing availability of Hardware. List of office wise existing hardware is enclosed in **Annexure IV**.

#### 5. **NETWORKING AND COMMUNICATON REQUIREMENTS**

5.1 It is proposed that the System should be web enabled. A network is envisaged through ISDN/PSTN lines or other cost effective solution, suggested by the Consultant for linking all four relevant offices of the Department i.e. Sub-district level, District level, divisional level, Head Office and also Commercial Taxes Department at Bhopal. The network should ensure flow of information among all these offices.

5.2 The network equipments and software for the integrated computerization system should be devised in a manner such that it should be possible to link the system with a local or wide area network or network/system of any other department/organization, with appropriate security measures.



5.3 The Consultant should also give suitable suggestion for provision of on line payment gateway compatibility for future. He should also indicate additional hardware/software/networking requirements for this purpose.

## 6. SECURITY REQUIREMENT

6.1 The Consultant shall undertake measures to provide advanced security features like access security, integrity, authentication of users, confidentiality, auditing and virus screening etc. The Consultant will use proper system such as Firewalls architecture or any other suitable mechanism against hacking, password cracking, breaking of codes, tunneling etc. and will use different levels of password for proper management of software.

## 7 PHASES OF THE COMPUTERISATION PROJECT

7.1 The total project can be divided into phases in consultation with the Competent Authority during finalization of SRS, if required. (Reference of “phases of work” wherever mentioned be ignored).

## 8. PILOT TESTING

8.1 The pilot test will involve the demonstration and running of the application software, network system, hardware with all types of inputs and output formats. Etc. prepared after mutual discussion as outlined in the SRS and Acceptance Test Plan. The testing shall involve the running of the system for 90 days with the live data pertaining to normal operation of the department. The data will be provided by the Excise Commissioner in the format agreed to mutually between the Consultant and the Competent Authority. The pilot testing shall be conducted among five different sites as given below:

1- Commercial Taxes Department Bhopal

2- Head office Gwalior

3- Divisional Flying Squad, Bhopal

4- District Excise Office, Sehore

5- Any sub-district office, Bhopal

## 9 TRAINING

9.1 The Consultant shall train the all the staff of Department who would be the users of the system. The training would be provided at Divisional Headquarters. The Consultant should provide training to the users in the Department, so as to make them efficient in using the System. The training schedule shall be finalized in consultation with the Competent Authority. The Consultant is required to furnish the man-machine ratio and in any case, this ratio should not exceed 2. The Consultant shall provide all required training material and documents to the trainee. At the end of the training, a test would be conducted. The format of the test would be finalized by the Competent Authority in consultation with the Consultant. The trainees are expected to pass the test. In case, they do not do so, an additional round of training will have to be imparted to them, without charging any additional cost.

9.2 For this purpose, the Consultant will prepare a training work plan and get it approved by the Competent Authority. This work plan must include:

1. Category-wise number of officials to be trained
2. Modules of training for each category
3. Back up/reference material, which shall be provided by the Consultant to the trainee.
4. Parameters of skill up-gradation
5. Methods of testing the impact of training
6. Proposed training schedule
7. Man- machine ratio
8. Qualifications and credentials of the trainers.

9.3 Proposed number of Excise personnel, which shall be trained & their expected competence level at the end of the training is given below:

<b>Category of personnel</b>	<b>Broad work area</b>	<b>Expected competence level at the end of the training</b>	<b>Total no. of trainees</b>	<b>Maximum no of trainees per batch</b>
Additional Commissioners /Deputy Commissioners/ Assistant Commissioners/ Joint Director (F)/ Statistical Officer/ Programme rs	Systems/ Database managers	<ul style="list-style-type: none"> <li>• to work on all modules of the application software</li> <li>• to describe all important features of proposed application software</li> <li>• to use all relevant facilities of proposed application software</li> <li>• to guide subordinate staff in working on application software</li> <li>• to analyses the suitability of various modules in changing scenario to suggest modifications thereto</li> <li>• to maintain, upkeep, store &amp; update all database at the local level</li> </ul>	35	15
District Excise Officers	Assistant Managers Systems	<ul style="list-style-type: none"> <li>• to work on all modules of the application software</li> <li>• to guide subordinate staff in working on application software</li> <li>• to describe all important features of proposed application software</li> <li>• to use all relevant facilities of proposed application software</li> </ul>	60	20
A.D.E.O / Sub Inspectors	Assistant Managers Database	<ul style="list-style-type: none"> <li>• to describe all important features of proposed application software</li> <li>• to use all relevant facilities of proposed application software</li> <li>• to maintain, upkeep, store</li> </ul>	800	40

		& update all database at the local level		
Assistant Grade I/Grade II/ Data Entry Operators, Head Constables and Constables	Systems operators	<ul style="list-style-type: none"> <li>• to work on all modules of the application software</li> <li>• to use all relevant facilities of proposed application software</li> </ul>	1400	40

9.4 (a)The Competent Authority shall not provide any equipment, place and/or any other facility for the purpose of training.

(b)Cancellation of training programme, after calling the participants shall invite penalty for the Consultant. The details of the penalty are given in GCC Clause15.

**10. MAINTENANCE OF THE APPLICATION SOFTWARE**  
 10.1 On successful completion of the software development work as envisaged in GCC Clause 12, the Consultant will enter into Annual Maintenance Contract (AMC) with the Competent Authority. The contract will be for three years initially, which may be extended beyond this period on agreed terms and conditions.

10.2 The general conditions of the Annual Maintenance Contract (AMC) are as given below:

- i) The Consultant is expected to maintain the application software after the completion of system implementation on agreed terms and conditions. The maintenance of the application software will cover debugging/minor modification and updation in the application software for its better performance and any other work, which may be required for smooth and efficient running of the system.
- ii) For development of any additional modules for new processes/activities charges will be paid separately as per agreed terms and conditions.
- iii) Deleted.
- iv) Under the AMC, it is expected that

- (a) The Consultant will carry out periodic maintenance of the software at least two times, with six months interval, during the year.
- (b) In case of fault reports, the Consultant will have to correct the fault within 24 hours of fault report received at the concerning service station. For this purpose, any communication on telephone, fax, e-mail or written letter will be considered as the valid information regarding fault report.
- (c) If the fault is not corrected within the above mentioned period of 24 hours, a penalty at the rate of Rs.500 per day per terminal subject to maximum of Rs 10,000 per day, will be deducted from the bills of the Consultant. However, if fault continues to persist even after 72 hours of fault report, the Competent Authority will be free, to get it corrected from outside agency at the risk and cost of the Consultant.
- v) It is expected that, for maintenance, the Consultant will depute personnel with sound technical qualifications. However, in case of damage to any equipment(s), either during correction of fault or due to faulty correction of faults, the cost of repair/ replacement to the system necessitated due to such mistakes, will be deducted from the bills of the consultant.
- vi) It is expected that the work of fault repair executed by the concerned service station be comprehensive and satisfactory and similar faults should not recur again after short duration. If, for any site, number of faults reports are more than 5 in a quarter, it will be presumed that the work of fault repair is not being carried out with necessary care and competence and therefore, a penalty up to 100% of the AMC value for this site shall be imposed by the Competent Authority on the Consultant, with a prior notice of 15 days.

11.

**PROPRIETARY RIGHTS**

The proprietary rights of the software, supplied by the Consultant, will solely be with the Competent Authority and the Competent Authority, after the successful completion of the project, will be free to make available the software, in full or in parts thereof, for being used at any of the locations, offices, organisations or individuals, belonging to the Government of MP. If the Consultant wishes to provide the software or its part or any modified version of it to any other State Government or Organization, the Consultant shall have

to consult the Competent Authority in this regard, in advance and a royalty as agreed upon need be paid.

## **SECTION V: SCHEDULE OF REQUIREMENTS**

1. This chapter contains the description of the requirements from the consultant towards the fulfilment of the contract. The requirements of the project are in the shape of different tasks to be performed and stipulated time frame for each of the tasks is given below.
2. Tasks to be performed:  
The Consultant is required to perform certain tasks to fulfil the requirements of the proposed computerisation. The description of the tasks is given below:

No	TASK
1	Task I - Detailed System Analysis and Preparation of SRS
2	Task II - System Design
3	Task III - System Development and System Testing
4	Task IV -System Implementation and Acceptance
5	Task V-Training
6	Task VI - Maintenance of Application Software
7	Task VII - Advice on System Software
8	Task VIII - System integration including Routing Consultancy on Hardware requirement, network equipment requirement; preparation of bid document for the procurement of Hardware, system software , networking equipments etc. on outright purchase or lease basis as the case may be ; analysis of bid documents and preparation of draft for supply order; testing, benchmarking, installation, operationalisation, integration and commissioning of the system and advice on requirements of site preparation on all the specified locations
9	Task IX - Testing/Benchmarking, Installing, Integrating and Operationalising the Systems

### 3. DETAILS OF THE TASKS

Details of the tasks are given below:

#### Task I - Detailed System Analysis and Preparation of SRS

*A. For this purpose System Analysis for the identified application systems shall include the following tasks:*

1. Detailed analysis of the existing systems, whether automated or manual.
2. Identification of unique data elements, their size, format, source, use and sequence of data storage, data volume, its

- frequency of updating, inter-system flow of data, current volume and growth rate.
3. Detailed analysis of types of queries being supported, their volumes, trends, and frequencies.
  4. Preparation of Data Flow Diagrams / Charts.
  5. Input forms/screens.
  6. Output report formats.
  7. Hardware, Software, Networking/Connectivity and user interface requirements as well as logical database requirements.

***B. Preparation of SRS shall include the following tasks:***

1. Though a proposed list of activities for computerization has been mentioned in Clause 3 of Section IV, the Consultant on the basis of system analysis, will suggest additional activities/clubbing of activities or deletion of activities with a view to achieve the objective of integrated computerization of The Excise Department.
2. The Consultant will have to take care of all such alterations / revisions, which are completed before the finalisation of the SRS, if any.
3. The Consultant shall work out the proposed list of officials of Excise Department, and schedule of meetings for discussion on SRS and submit it to the Competent Authority. After approval of this schedule and list of officials, necessary instruction will be issued by the Competent Authority. The Consultant shall arrange the meetings as per the approved schedule and any failure to do so, shall invite penalty under Clause 15 of GCC.
4. The Consultant shall hold discussions with the concerned personnel at different levels and the SRS will be worked out only after thorough discussions with the concerned officials and stakeholders of the proposed system.
5. The Consultant after holding the meeting and discussions as specified in sub Clause 3 above shall prepare the draft SRS which will include explanatory notes on the items included in the SRS as well as the activities proposed to be dropped from the SRS, and submit it to the Competent Authority. The Competent Authority after its due examination will submit the proposed SRS to the State Government for approval. The system design shall be based on the approved SRS only.



***Deliverables:***

Documentation containing System Requirement Specification (SRS) report covering all the aspects described above as per current IEEE/CMM standards.

**Task II - System Design:**

***A. For the identified application system, the system design shall be undertaken by the Consultant on the basis of SRS approved by the State Government, which will include:***

- 1 The finalization of platform on which the application software is to be developed.
- 2 Preparation of systems flow-charts, depicting boundaries of each system and inter-system linkages.
- 3 Designing of input screens.
- 4 Designing of output report forms and reporting procedures including reporting levels, frequency of reporting.
- 5 Designing of screen formats and menus for queries.
- 6 Designing of database structures.
- 7 Design of security levels.
- 8 System for 'scalability' of the application software for each of its activities/operations.
- 9 Backup and restore facility for all transactions.
- 10 Facility for logging of transactions.

***B. Based on the SRS the Consultant is expected to design and install the proposed computerization system keeping in view the following points:***

1. The system should be web enabled.
2. Ensuring quick response time.
3. Making provision for interface and Networking requirements between various other facilities.
4. Ensuring compatibility with the Voucher Level Computerization (VLC) system, under implementation at the Accountant General's Office through mailing the reports and generating the hard copies of the same. The Consultant shall also ensure that it is possible to link the system with the local area network (LAN), wide area network (WAN) or network/system of any other department/ organization.
5. Ensuring a robust system, which is crash proof, fail safe, easy to restore and secure.
6. Maximum level of parameterization to meet the frequent need for changes without disturbing the software.

7. Provision to mark reports as optional or mandatory through parameters.
8. User classification will be based upon their functional areas like clerk, Assistant, District Excise Officers and Senior Officers. User level should be assigned to each user depending upon his functional areas; accessibility of various operations would be based on that classification.
9. User-id and password allocation to each user so that no unauthorized person can have access to the system.
10. Access to databases and certain selected modules requiring high degree of security will be through SWIPE cards at specific/critical locations and personal passwords.
11. Access to menu items for execution should be restricted up to the user level.
12. Provision for disallowing users from un-authorized use, selection and installation of firewall software etc. to prevent unauthorized access to databases.
13. Provision for locking of user screen, auto locking of screen should also be incorporated, when no activity is performed for specified time.
14. Ensuring security requirements as per Clause 6 of Scope of Work and Technical Specifications.
15. System should not allow marking end of day until all mandatory activities have been performed ensuring that no mandatory activities are skipped.
16. Provision for alert / reminder (Dashboard) facility for any incomplete / pending / in arrear activities.

Deliverables to be developed at this stage

- System flow chart
- Database design
- Data terms dictionary
- Inter system linkages/interfaces
- Security and backup considerations
- System software required.

### **Task III - System Development and System Testing**

System Development and System Testing for each of the applications will include:

1. Designing of program specifications on the basis of System Requirement Specifications.
2. Programming and testing on the agreed software platform.
3. Preparing test plan for unit test, module test, link testing, integration testing, end-to-end testing, system testing and pilot testing.
4. Trial run with live data for 90 days at 5 different locations. During this trial run the number of faults in any module or system should not exceed 10 per million operations.
5. The application software before installation will be subjected to Quality Assurance Test prescribed by the Competent Authority.

### **Task IV -System Implementation and Acceptance:**

After completion of the above tasks, the consultant shall be asked to implement the System. System Implementation for the application will include:

1. Implementation of system and handing it over to the users for acceptance and operation. Each application system will be implemented at different sites as mentioned in Annexure II.
2. Preparation of user manual (both in Hindi and English) in 2 parts – Operations guide and Reference Manual.

#### ***Deliverables:***

- User manual (1 copy at each site, both in Hindi and English)
- Application software source code

### **Task V-Training:**

The Consultant is required to submit a detailed work plan of training for different level of officers/employees of the Department which shall include the modules of training for different groups, back up study/reference material to be provided by the Consultant, parameters of skills up gradation, methods of testing the impact of training, proposed time schedule and qualifications and credentials of the trainers. The details of training requirements are given in Clause 9 of Scope of Work and Technical Specifications.

The Consultant shall provide training according to the detailed work plan as approved by the Competent Authority, to users,

system staff and senior officers of the Department on appropriate aspects of Operating System, RDBMS, Front End Tools, Application Software, Hardware and other related Software including networking software at selected sites.

#### **Task VI - Maintenance of Application Software**

This shall include:

1. Maintenance of the Application Software after the completion of system implementation on agreed terms. The details regarding this are given in Clause 10 of the Scope of Work and Technical Specifications.

#### **Task VII - Advice on Procurement of System Software**

The bidder is, however free to choose and offer his own configuration best suitable for the optimum efficiency of the system with full logical and documentation support. The bidder must bear in mind that the RDBMS should also be able to manipulate and process data entry and execution in Hindi.

The system design may be based on the platform such as :

1. Operating system for server-Windows NT/ UNIX/ XENIX/ LINUX
2. Operating system for clients-Windows 2000/ UNIX/ LINUX/ XENIX.
3. RDBMS (ORACLE latest version/MSSQL etc) as back end
4. Front-end development tool-latest version of Developer 2000 / Visual Basics / Java / HTML
5. Suitable software for Hindi Interface

Networking software suitable for this application will be decided by the bidder

Any software required for the project, including anti-virus software, shall be provided by the bidder.

#### **Task VIII**

**System integration including Routing Consultancy on Hardware requirement, network equipment requirement; preparation of bid document for the procurement of Hardware, system software , networking equipments etc. on outright purchase or lease basis as the case may be ; analysis of bid documents and preparation of draft for supply order; testing, benchmarking, installation, operationalisation, integration and commissioning of the**

**system and advice on requirements of site preparation on all the specified locations**

The Consultant is required to provide routing consultancy in two parts. The first part shall be related to five installations as mentioned in Clause 8 of Section IV. The second part shall be related to the rest of the installations covered under this project. The Hardware, system software and networking equipments of the first part shall be procured, installed, integrated and operationalised before taking up System Testing (Task III). The procurement for equipments in part two may be completed before taking up System Implementation and Acceptance (Task IV). The Consultant is expected to provide services on the following issues:

1. Framing of technical specifications for Hardware, UPS, Networking equipments, system software based on the system analysis conducted by the Consultant.
2. Report on hardware sizing and network equipment requirements for sub-District, District, Division, Head Quarters (Gwalior) and Commercial Taxes Department, Bhopal after completing SRS.
3. The Consultant shall also indicate in the hardware sizing report the requirement of Technical manpower for maintenance and operation of the system.
4. The consultant will provide the cost estimates for procurement of hardware, system software and networking equipments and the work required on site preparation.
5. Preparation of draft bid document and NIT for procurement of Hardware, system software and networking equipments on outright purchase or lease basis as per the direction of the Competent Authority.
6. Analysis of bids and suggestion regarding most suitable bid with full justification thereto.
7. Submission of draft for supply order and lease agreement in case of procurement on lease basis.
8. Submission of recommendations on site preparation for sub-District, District, Division, Head Quarters and Commercial

Taxes Department. This report will be submitted along-with the hardware sizing report.

9. The consultant will prepare the bid document for Annual Maintenance Contract, for maintenance of hardware and networking equipments.
10. The consultant will provide the cost estimates for procurement of hardware, system software and networking equipments and the work required on site preparation.

**Task IX - Testing/Benchmarking, Installing, Integrating and Operationalising the System**

The Consultant is expected to test/benchmark all the items supplied by different vendors as per their specifications laid down in the supply orders. The Consultant will have to supervise the entire operations and ensure that the system is installed / commissioned / operationalised and integrated so as to achieve the objective of integrated computerization project of Excise Department.

*Task X - Deleted.*

*Task XI – Deleted.*

**4. SUPPLY OF SOURCE CODE**

- 4.1 The Consultant shall supply source code of the application software in case of option I duly authenticated by the Consultant to the Competent Authority. The source code of application software will be the exclusive property of the Government of M.P. The Government of MP will be authorized to use the application software or any of its modules in any of its organization/office/institutions, either in side or out side M.P. or lend it to any, of the out side organization, In case the Consultant wishes to use this source code for development of software for any other project, he will have to pay royalty to the Government of M.P. at the rates agreed to between Government of M.P. and the Consultant. The Government of M.P. reserves all the rights to allow or disallow any of such request(s).

**4.2 Deleted.**

## **5. USER LICENSE**

### **5.1 Deleted.**

5.2 There shall be no restriction on the movement of software with in the specified number of machines/sites.

5.3 Any updated version of the licensed software or any of its modules shall be informed to the Competent Authority within 15 days of its coming in to force. If the Competent Authority decides to update any of its modules based on such information, it will ask the Consultant to quote for requirement of software personnel hours for carrying out such updations. The Competent Authority after negotiations with the Consultant will decide the requirement of software personnel hours and workout the amount of extra payment needed, on the basis of rates quoted for this purpose in the price schedule (Form II).

5.4 The Consultant may also suggest an arrangement of software assurance, under which upgrades of critical products will be automatically delivered by the Consultant and the cost of such up gradations can be part of annual license fee or a separate additional fee for such arrangement, may be quoted in price schedule (Form II).

5.5 In case of failure of any of the modules of the licensed software, the Consultant shall replace/rectify the defects/faults in the module within 7 days of the receipt of information from the Competent Authority.

## **6- PROPOSED TIME SCHEDULE FOR VARIOUS TASKS**

The Computerisation Project of the Excise Department has to be completed in 44 (forty four) weeks by the Consultant. The expected schedule of completion of the tasks of the Project, whose details are given in Section IV, is given below:

S.N.	Tasks	ACTIVITY TIME WEEK WISE	Proposed period of activity Started from the Date of work order as Zero date
(1)	(2)	(3)	(4)
1	Task I - Detailed System Analysis and preparation of S.R.S.	08 WEEKS	0-08 WEEKS
2	Task II - System Design.	08 WEEKS	08-16 WEEKS
3	Task III – System Development and System Testing.	18 WEEKS	16-34 WEEKS
4	Task IV-System Implementation and Acceptance.	10WEEKS	34-44 WEEKS
5	Task V-Training.	20 WEEKS	20-40 WEEKS
6	Task VI - Maintenance of Application Software.	3 years after completion of project.	
7	Task VII - Advice on System Software.	04 WEEKS	12-16 WEEKS
8	Task VIII –Consultancy on requirement of hardware, networking equipments; Preparation and Analysis of bid documents ;Procurement of Hardware, system software and Networking equipments.	16WEEKS	12-28WEEKS
9	Task IX – System integration including Testing/Benchmarking, Installing, Integrating, Operationalising and commissioning of the Systems.	08 WEEKS	36-44 WEEKS
10	<b>Deleted</b>		
11	<b>Deleted</b>		
12	<b>Deleted</b>		



**The above time schedule is suggestive and the bidder may prescribe a different time schedule to cover all the tasks and activities mentioned in FORM V of the bid document. However, total time for the computerization project will remain unchanged and will be limited to maximum of 44 weeks.**

## **SECTION VI: FORMS AND ANNEXURES**

### **FORMS**

- (I) The following forms are required to be used for submission of bid –
1. Bid Form.
  2. Price Schedule.
  3. Commercial deviations.
  4. Particulars and qualifications of the bidders.(This form is to be submitted separately for each member of the consortium, for this purpose photo copies of the form may be used).
  5. Duly authenticated lists of full time computer professionals with the bidder.
  6. Technical deviations.
  7. Time Schedule for various tasks.
  8. Proforma for performance statement.
  9. Proforma for the Contract Agreement.
- (II) All of these forms are supplied in a separate envelope along with this bid document.
- (III) The bidder is expected to submit the required information only in the printed forms, which are supplied in two copies with the bid-document. However, if space for the information in some of the forms is insufficient, such information can be attached as annexure to the forms, or photocopies of the format may be used as additional sheets.

**BID FORM**

Bid No. EC-1/2006

To ,  
The Excise Commissioner,  
Moti Mahal  
Gwalior - 474007

Gentlemen and / Ladies:

Having examined the Bidding Documents including Addenda Nos.....  
[Insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned offer to take up the work of Consultant cum software developer for the development of software for integrated computerization of Excise Department in conformity with the said bidding documents for the sum of Rs. ....  
-----  
----- (Final Bid Price in words and figures) or such other sums as may be ascertained in accordance with the Price Schedule attached herewith and made part of this bid.

We undertake, if our bid is accepted, to deliver the services in software development, in accordance with the time schedule approved by the competent authority.

We agree to abide by this bid for a period of 180 (Number) days after the date fixed for bid opening under Clause 18.1 or for any further period for which bid validity has been extended under Clause 12.2 of the 'Instruction to Bidders' and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this .....day of .....2006

(Signature) .....

(in the capacity of: .....

Duly authorized to sign Bid for and on behalf of

.....

**FORM II (REVISED)**

Bid No. EC-1/2006

**PRICE SCHEDULE**

**(in Rs.)**

<b>ITEM NO.</b>	<b>ITEM DESCRIPTION</b>	<b>PRICE</b>
1.	Providing application software which includes system analysis, SRS documentation, system design documentation; Pilot testing; delivery, installation, integration and commissioning of application software; supply of source code.	
2.	System Integration including Routing consultancy on hardware requirement, network equipments requirement, preparation of bid document for the procurement of hardware, system software, networking equipments etc. on outright purchase or lease basis; analysis of bids and preparation of draft for supply order, testing, benchmarking, installation, operationalization, integration of the system and providing necessary advice on the requirement for site preparation in all the specified locations.	
3.	Category wise Training of officer/ employees as per work plan and remedial training of under performers.	
4.	Maintenance of application software for three years after successful completion of the project.	
	<b>TOTAL (Final Bid Price)</b>	
	Rate (per hour) per software personnel for deployment of software personnel for development of any other software not covered under this project.	
	Price for additional features (Please specify) as per ITB Clause 14.3 (iii)	

Date:.....

(Signature) .....

Place:.....

(in the capacity of:.....

Duly authorized to sign Bid for and on behalf of

.....

**COMMERCIAL DEVIATIONS**

Following are the Commercial deviations and variations from the specifications of computerisation project for the Excise Department Madhya Pradesh. These deviations and variations are exhaustive. Except these deviations and variations, the entire work shall be provided as per bid specifications and Time Schedules.

Sr. No.	Clause No.	Page No.	Statement of Deviations and Variations	Financial Effects in Rs.

**Date**

(Signature) .....

**Place**

(in the capacity of: .....

Duly authorized to sign Bid for and on behalf of

.....

**PARTICULARS AND QUALIFICATIONS OF THE BIDDER**

**A. Particulars of the organization**

- 1- Name of the organization :- \_\_\_\_\_
- 2- Address \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
- Telephone No.(s) \_\_\_\_\_  
 Fax No. (s) \_\_\_\_\_
- 3- Legal status \_\_\_\_\_  
 (attach proof)
- 4- Ownership \_\_\_\_\_

S. No.	Name of persons owning more than 5% stake in the organization	Nationality of the stakeholders	Details of restrictions, if any on transfer of stake

- 5- In case the organization is a public sector undertaking, \_\_\_\_\_  
 indicate the percentage share of Govt. holding.

6- Annual Turnover for the last 3 years

S. No.	Financial Year	Total Annual Turnover	Sector wise Annual Turnover			
			Software Development	Manufacture of Hardware	Other IT related services	Other areas of operation (specify)

Please attach Balance-Sheet or Income-Expenditure and Assets-liabilities status position during these 3 years, duly audited by Chartered Accountant/ Statutory Auditors.

**B. Particulars of the Center/unit associated with this project**

1- Name & Address of the Center/Unit \_\_\_\_\_  
 associated with this project \_\_\_\_\_  
 \_\_\_\_\_

2-Address of the important offices

Address 1

Address 2

Address 3

Tel No (s)  
 Fax No (O)

Tel No (s)  
 Fax No (O)

Tel No (s)  
 Fax No (O)

**3-Names, Designations, Addresses, Telephone & Fax No. of offices, as well as residences of important persons dealing with the project**

S.No.	Name, Designation and Address	Telephone & Fax No.		Extent of Involvement in this Project
		Office	Residence	

**4- Last 3 years' Annual Turnover of the Center/unit associated with the Project**

S.No.	Financial Year	Annual Turnover	Financial value of the largest project handled during the year

**C- Particulars of Bid security**

- (i) Name of the Bank \_\_\_\_\_
- (ii) Name, Address, \_\_\_\_\_  
Telephone & Fax No.s of \_\_\_\_\_  
Bank branch, issuing the draft
- (iii) Code No. of Bank Branch \_\_\_\_\_
- (iv) Code No. of Signatories \_\_\_\_\_
- (v) Amount of Draft \_\_\_\_\_
- (vi) Bank Draft No. & Date \_\_\_\_\_
- (vii) Valid up to \_\_\_\_\_  
(Give Date)

**D- Particulars of Software capabilities of organization and the center/unit dealing with this project.**

S.No.	Names & Addresses of Centers/Units, independently engaged in Software Development work	Level of Certification of Software Capability Maturity Model (SW-CMM level)	Level of Certification of other equivalent systems of assessing software capabilities	
			Name of Certifying organizations	level to which certified.

Please attach duly authenticated copies of the certification claimed about the center/unit dealing with this project.

**E- Particulars of Authorization of the person signing these documents on behalf of the bidder.**

- 1- Name, Designation & Address of the authorized person.
- 2- Name, Designation & Address of the person authorizing for signing the document.
- 3- Details of documents showing that the persons mentioned in entry E(2) above, is authorized to issue such a authority.
- 4- Type/form of the issued authority (whether power of attorney/Authorization letter etc.)
- 5- Extent of liability covered under this Authority. (Give exhaustive list of liabilities covered)

**Please enclose the original authorisation document**

(Signature) .....

(in the capacity of: .....

Duly authorized to sign Bid for and on behalf of

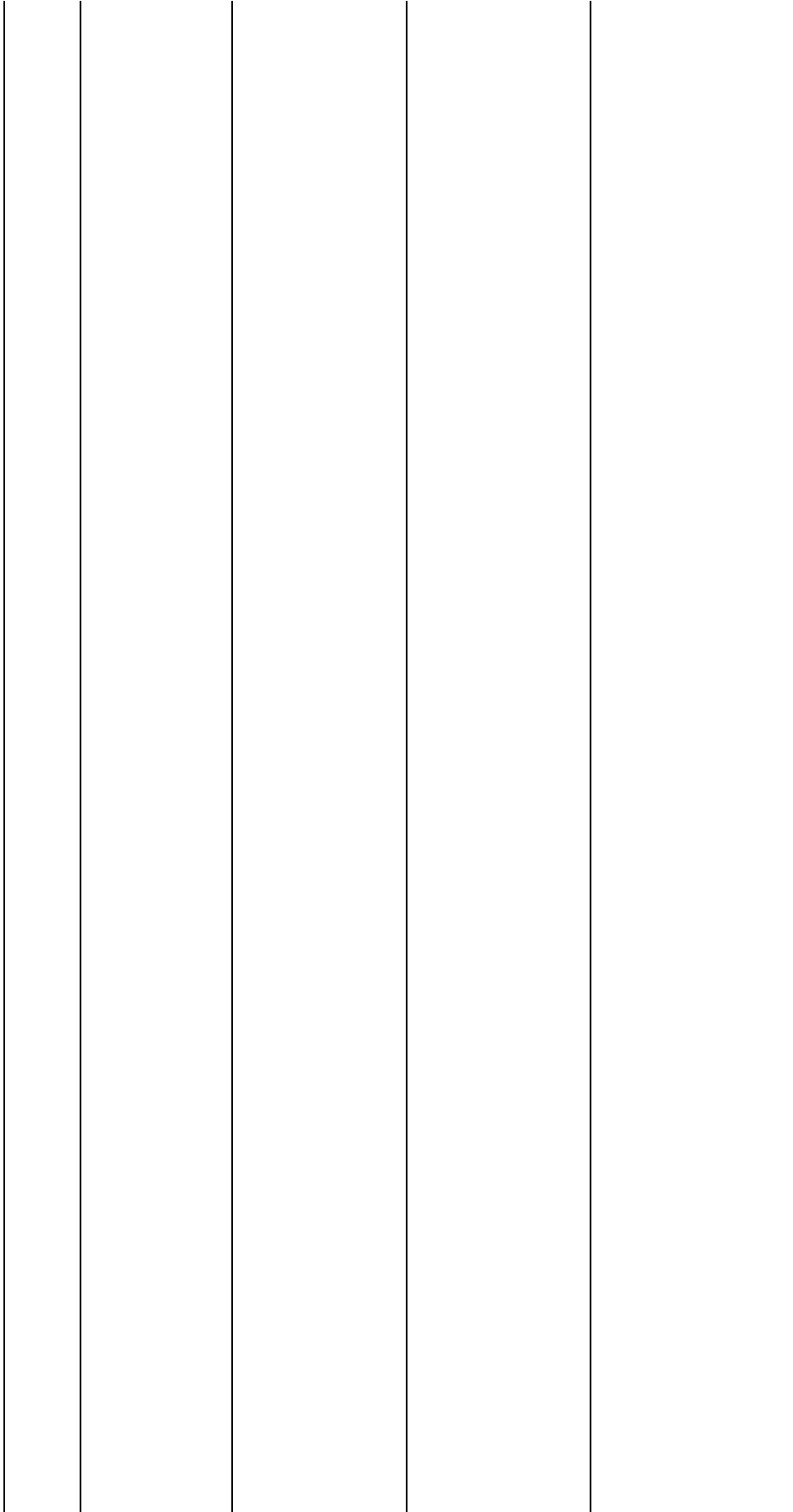
.....

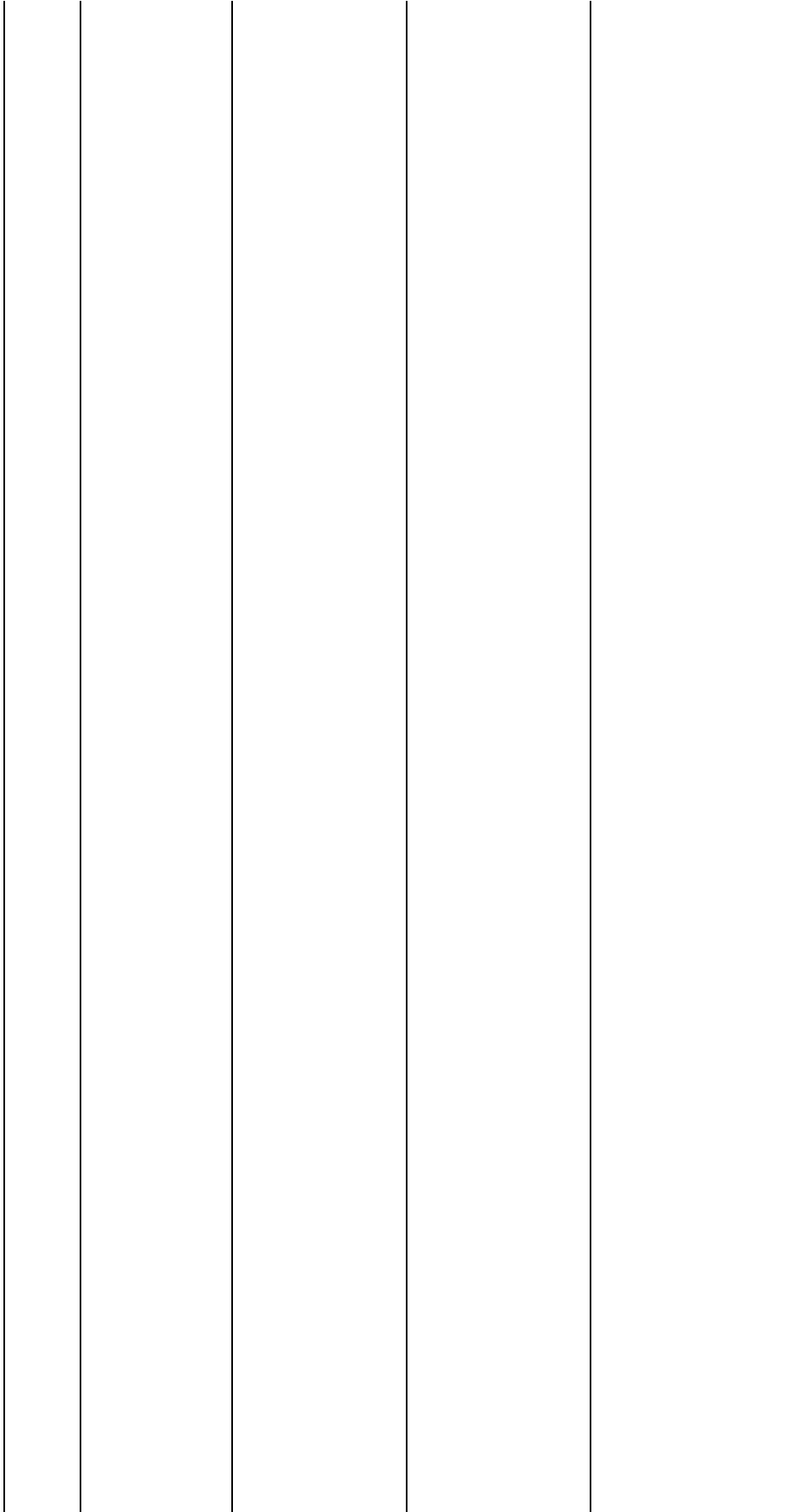


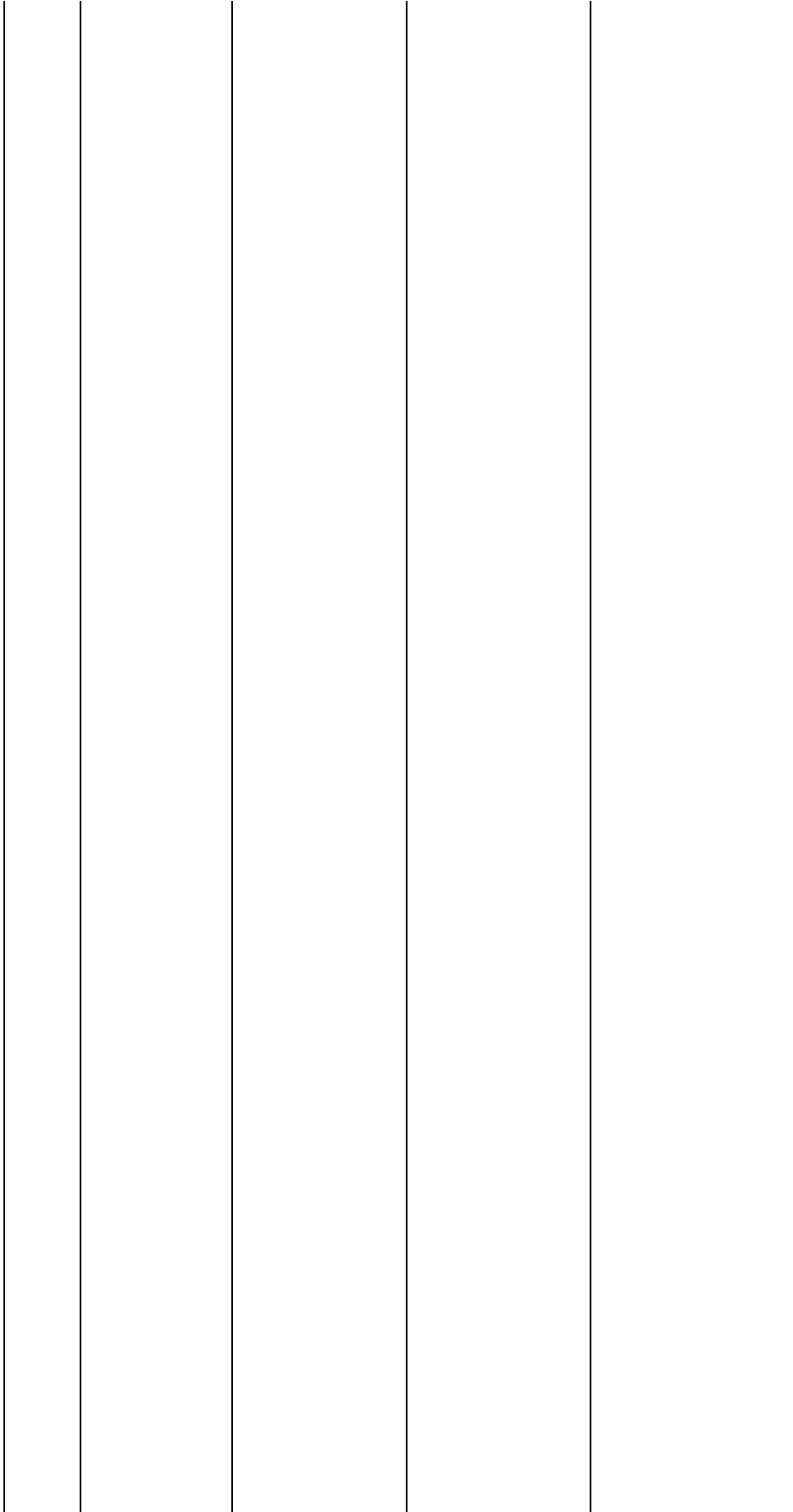
**DULY AUTHENTICATED LIST OF FULL TIME COMPUTER PROFESSIONALS WITH THE BIDDER**

1. Curriculum Vitae of key personnel along with their key role in the company, who will be associated with this project, is attached at the annexure -----
2. List of full time Computer Professionals of the organisation (at least 100 professional ) is as given in the table below-

<b>Sr. No.</b>	<b>Name</b>	<b>Designation</b>	<b>Educational Qualification</b>	<b>Date of Joining</b>







Vertical lines for signature and date.

**Date**

(Signature) .....

**Place**

(in the capacity of: .....

Duly authorized to sign Bid for and on behalf of

.....

**TECHNICAL DEVIATIONS**

Following are the technical deviations and variations from the specifications of Computerisation Project for the Excise Department Madhya Pradesh. These deviations and variations are exhaustive. Except these deviations and variations, the entire work shall be executed as per bid document specifications.

Sr. No.	Clause No.	Page No.	Statement of Deviations and Variations	Reasons for change

Date

(Signature) .....

Place

(in the capacity of: .....

Duly authorized to sign Bid for and on behalf of

.....

**FORM VII**

Bid No. EC-1/2006

**TIME SCHEDULE FOR VARIOUS TASKS**

S.NO	TASKS	ACTIVITY TIME IN WEEKS	PROPOSED PERIOD OF IMPLEMENTATION (SPECIFY WEEKS AFTER THE DATE OF WORK ORDER) FROM--- TO---

**Date**

(Signature) .....

**Place**

(in the capacity of: .....

Duly authorized to sign Bid for and on behalf of

.....



**PROFORMA FOR PERFORMANCE STATEMENT**

**(SUMMARY PROFILES OF PROJECT COMPLETED DURING LAST THREE YEARS)**

Sr. No.	Name , address, Telephone no. and fax no. of organization, for which software has been developed	Description of software developed	Value of Contract	Period of execution	Remarks
1	2	3	4	5	6

**The bidder will have to attach full details of computerization projects of value more than Rs 1 crores each, involving software development work including system analysis, software design/development/implementation/training and maintenance in India or abroad, as Annexure to this list.**

**Date**

(Signature) .....

**Place**

(in the capacity of: .....

Duly authorized to sign Bid for and on behalf of

.....

## **CONTRACT PROFORMA**

**THIS AGREEMENT made** on the ..... day of .....2007 between Excise Commissioner, M.P. Gwalior (hereinafter called "the Competent Authority") of one part and M/s CMC Ltd. (Name of Bidder) (hereinafter called "the Consultant") of the other part:

**WHEREAS** the Competent Authority is desirous that certain services viz. Development of application software and performance of other services like system integration including routing consultancy for procurement of hardware, system software and network equipments etc. on outright purchases or lease basis as the case may be; installation, operationalisation, integration and commissioning of system; maintenance of application software after completion of project and imparting training to the users of the system be performed, and has accepted a bid by the Consultant for the supply of Services in the sum of .Rs 2,04,74,216.00 (Rs. Two Crore Four Lakh Seventy Four Thousand Two Hundred & Sixteen Only) (hereinafter called "the Contract Price").

### **NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
  - (a) The Bid Form, Particulars and Qualifications of the Bidder, Technical and Commercial deviations, Time schedule duly approved by the Competent Authority and the Price Schedule submitted by the Bidder;
  - (b) The General Conditions of Contract;
  - (c) The Scope of Work and Technical Specifications;
  - (d) The Schedule of Requirements;
  - (e) The Competent Authority 's Notification of Award.
  - (f) Annexures I, II, III & IV.
3. In consideration of the payments to be made by the Competent Authority to the hereinafter mentioned, the Consultant hereby covenants with the Competent Authority to provide the Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Competent Authority hereby covenants to pay the consultant in consideration of the provision of the services and the remedying of defects therein, the contract price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

**Brief particulars of the services which shall be supplied/provided by the Consultant are as under:-**

**(Prices in Rs.)**

ITEM NO.	ITEM DESCRIPTION	PRICE	DELIVERY TERMS
1.	Providing application software which includes system analysis, SRS documentation, system design documentation; Pilot testing; delivery, installation, integration and commissioning of application software; supply of source code.	1,19,94,000	As specified in GCC clause 14.4
2.	System Integration including Routing consultancy on hardware requirement, network equipments requirement, preparation of bid document for the procurement of hardware, system software, networking equipments etc on outright purchases or lease basis as the case may be; analysis of bids and preparation of draft for supply order, testing, benchmarking, installation, operationalization, integration of the system and providing necessary advice on the requirement for site preparation in all the specified locations.	24,45,816	As specified in GCC clause 14.4
3.	Category wise Training of officer/ employees as per work plan and remedial training of under performers.	20,73,400	As specified in GCC clause 14.4
4.	Maintenance of application software for three years after successful completion of the project.	39,61,000	As specified in GCC clause 14.4
	<b>TOTAL (Final Bid Price)</b>	<b>2,04,74,216</b>	
	Rate (per hour) per software personnel for deployment of software personnel for development of any other software not covered under this project.		
	Price for additional features (Please specify) as per ITB Clause 14.3 (iii)		

**TOTAL VALUE:**

**TIME SCHEDULE:**

S.NO	TASKS	ACTIVITY TIME IN WEEKS	PROPOSED PERIOD OF IMPLEMENTATION (SPECIFY WEEKS AFTER THE DATE OF WORK ORDER) FROM----- TO-----

**IN WITNESS** whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and delivered by the Excise Commissioner

said .....(For the Competent Authority)

in the presence of:.....

.....

.....

signed, Sealed and delivered by the

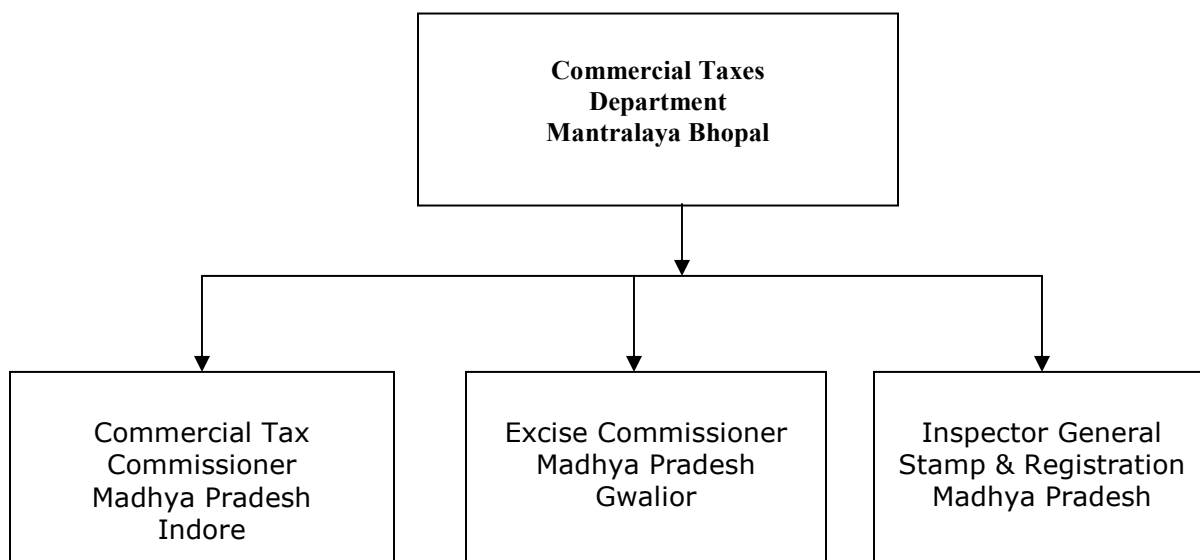
said M/s CMC Ltd. (For the Consultant)

in the presence of: .....

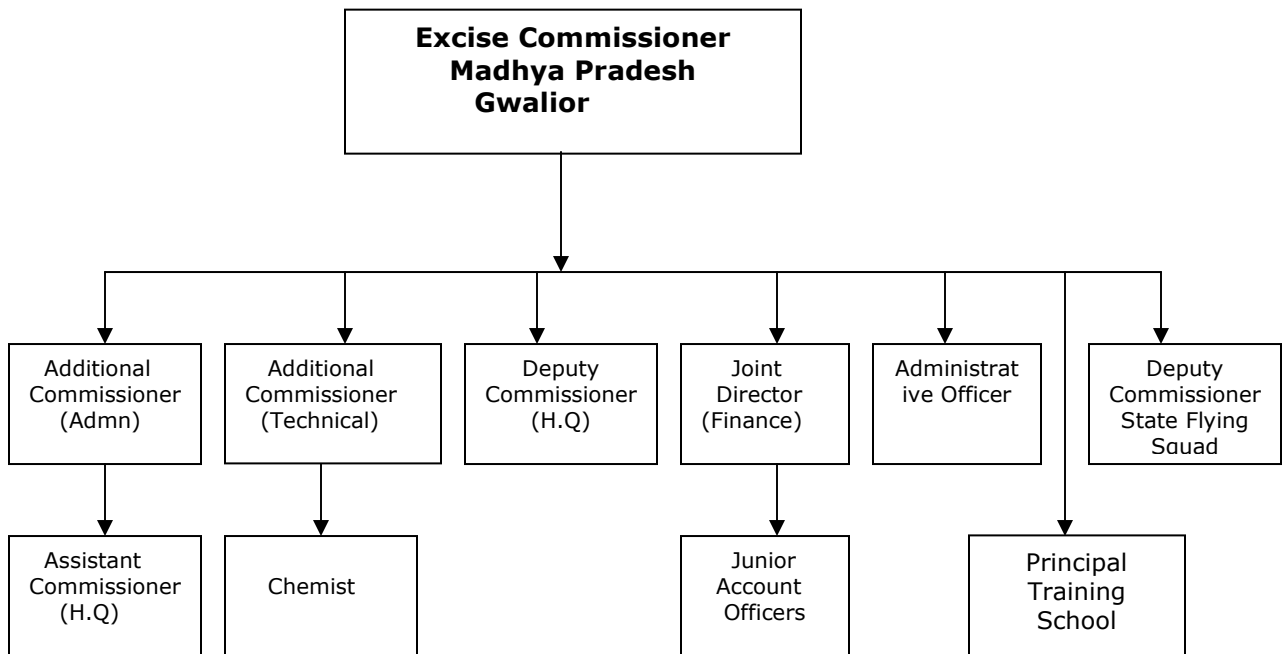
.....

No.	DETAILS OF ACTS AND RULES
1	MADHYA PRADESH EXCISE ACT, 1915
2	NARCOTIC DRUGS AND PSHYCOTROPIC SUBSTANCES ACT, 1985
3	MADHYA PRADESH ENTERTAINMENT DUTY AND ADVERTISEMENTS TAX ACT, 1936
4	MEDICINAL AND TOILET PREPARATIONS (EXCISE DUTIES) ACT, 1955
5	MADHYA PRADESH CINEMAS (REGULATION), ACT 1952
6	MADHYA PRADESH EXCISE RULES, 1960
7	NARCOTIC DRUGS AND PSHYCOTROPIC SUBSTANCES (MADHYA PRADESH) RULES, 1985
8	MADHYA PRADESH ENTERTAINMENT DUTY RULES, 1942
9	MEDICINAL AND TOILET PREPARATIONS (EXCISE DUTIES) RULES (MADHYA PRADESH), 1956
10	MADHYA PRADESH BEER AND WINE RULES, 2000
11	MADHYA PRADESH COUNTRY SPIRIT RULES, 1995
12	MADHYA PRADESH DISTILLERY RULES, 1995
13	MADHYA PRADESH FOREIGN LIQUOR RULES, 1996
14	BHANG RULES
15	TARI RULES
16	THE MADHYA PRADESH ALCOHOL-YIELD RULES, 1991
17	MADHYA PRADESH CINEMAS (REGULATION), RULES, 1972
18	DENATURED SPIRIT RULES,
19	MADHYA PRADESH DENATURED SPIRITUOUS PREPARATION RULES, 1969
20	MADHYA PRADESH CABLE TELEVISION NETWORK (EXHIBITION) RULES, 1999
21	MADHYA PRADESH CINEMAS (EXHIBITION OF FILMS BY VIDEO CASSETTE RECORDER ) LICENSING RULES, 1983
22	MADHYA PRADESH NAYE CINEMAGHARO KE NIRMAN KO PRO TSAHAN YOJANA KE SAHAYATA ANUDAN NIYAM , 1982
23	CRIMINAL PROCEDURE CODE, 1973
24	CIVIL PROCEDURE CODE, 1908
25	INDIAN PENAL CODE, 1860
26	INDIAN EVIDANCE ACT, 1872
27	MADHYA PRADESH LAND REVENUE CODE, 1959

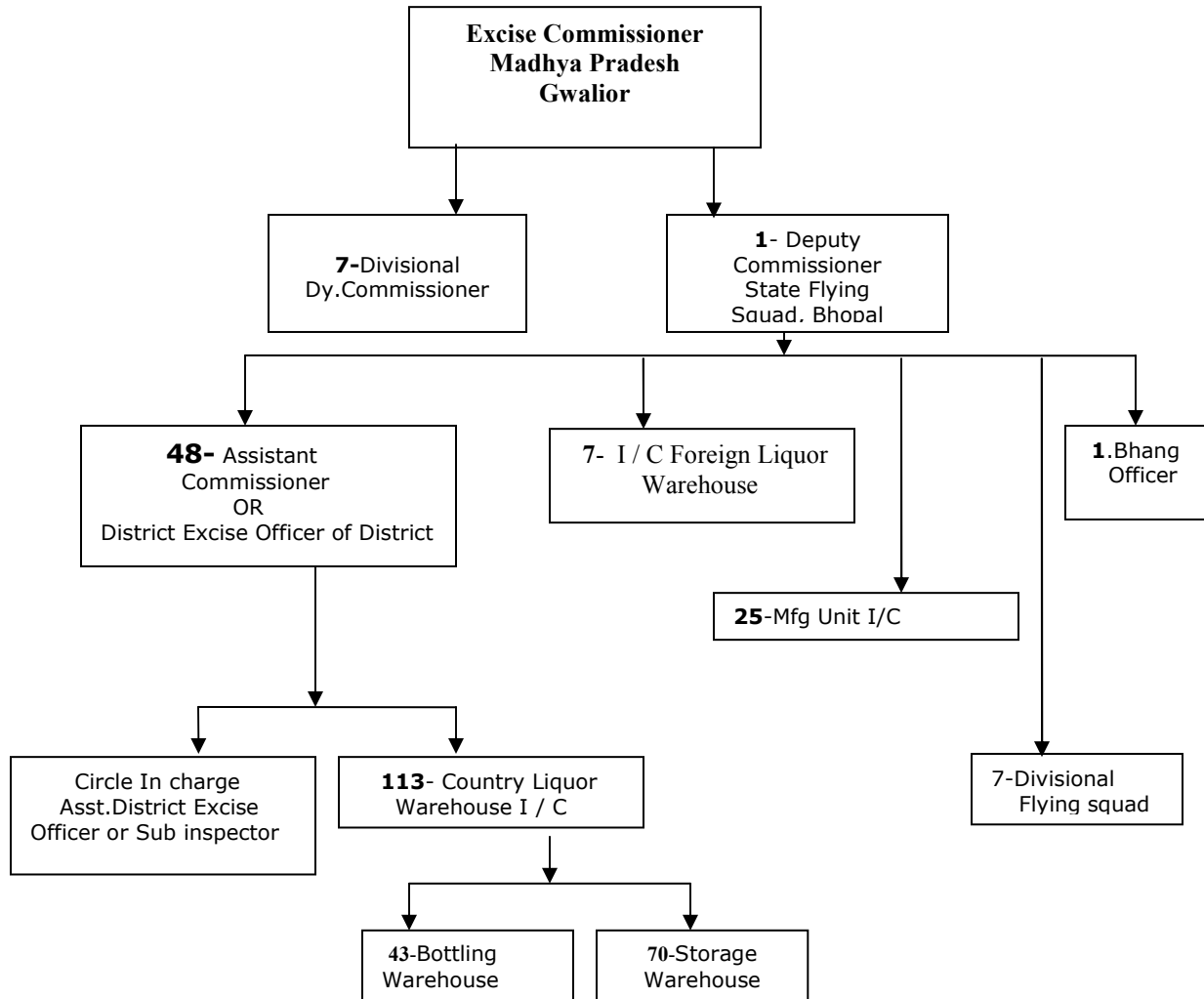
2.1 Organizational Structure of Commercial Taxes Department Department in Madhya Pradesh.



## 2.2 Organization Structure of Excise Department at Head Office

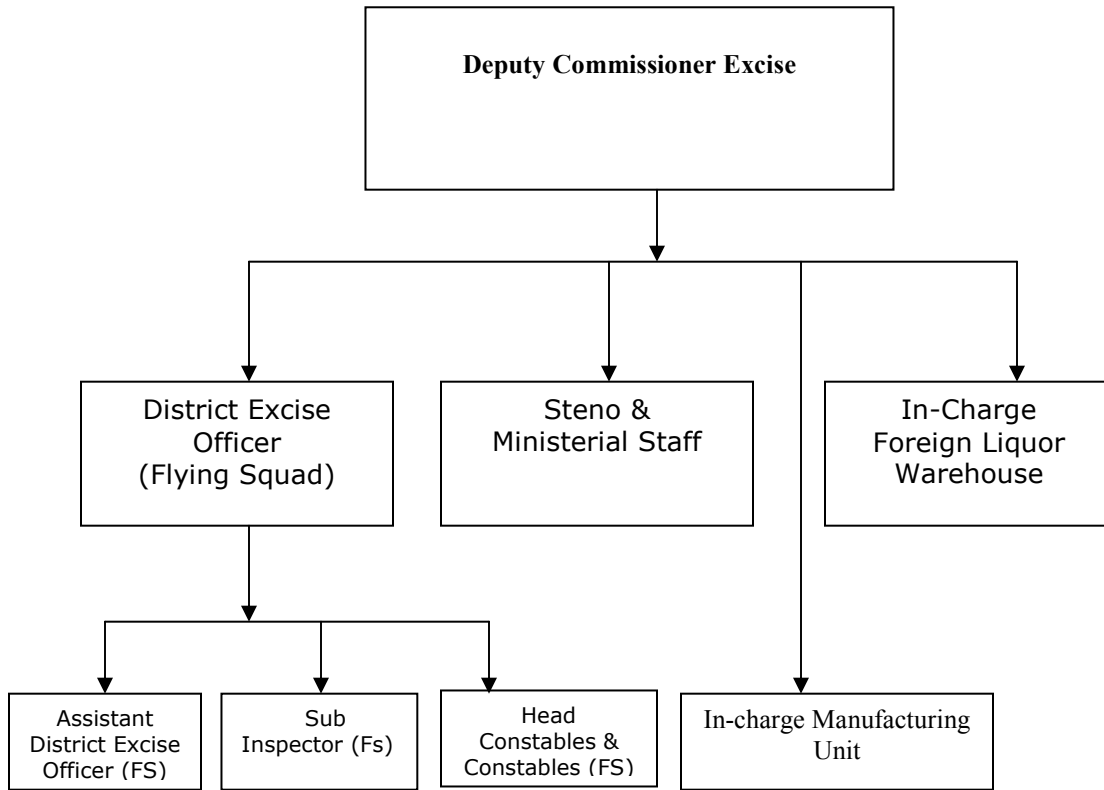


**2.3 Organizational Field Structure Of Excise Department.**

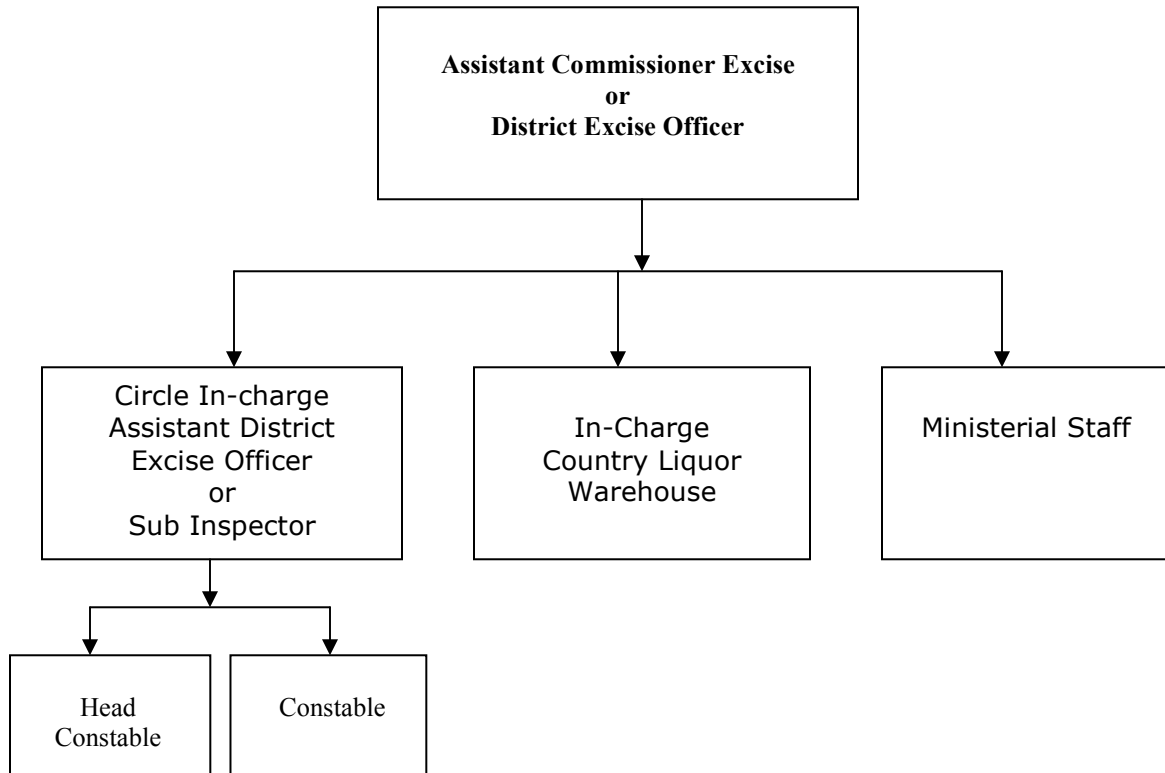




## 2.4 Organizational Structure of Deputy Commissioner Office at Divisions



## 2.5 Organizational Structure of District Excise Office at Districts



**Annexure III**

**Premises of State Excise Department to be Computerized (Office-wise)**

S. N.	NAME OF DISTRICT	S. N.	LOCATION	DETAILS					
				Excise Commissioner Office	Deputy Excise Commissioner Office	Assistant Excise Commissioner Office	CL Bottling Warehouse	Foreign Liquor Warehouse	Principal Training School
1	Gwalior	1	Gwalior	Excise Commissioner Office	Deputy Excise Commissioner Office	Assistant Excise Commissioner Office	CL Bottling Warehouse	Foreign Liquor Warehouse	Principal Training School
		2	Maharajpura					Foreign liquor Bottling Unit	
		3	Rairu	Distillery / Foreign liquor Bottling Unit					
		4	Dabra			CL Bottling Warehouse			
2	Morena	5	Morena	District Excise Office		CL Storage Warehouse			
		6	Banmore	Brewery Unit					
		7	Sabargarh			CL Storage Warehouse			
		8	Ambah			CL Storage Warehouse			
3	Sheopur	9	Sheopur	District Excise Office		CL Storage Warehouse			
		10	Vijayapur			CL Storage Warehouse			
4	Bhind	11	Bhind	District Excise Office		CL Storage Warehouse	FL. Bottling Unit		
		12	Malanpur				FL. Bottling Unit		
		13	Lahar			CL Storage Warehouse			
5	Datia	14	Datia	District Excise Office		CL Bottling Warehouse			
6	Guna	15	Guna	District Excise Office		CL Storage Warehouse			
		16	Chachoda			CL Storage Warehouse			
7	Ashoknagar	17	Ashoknagar	District Excise Office		CL Storage Warehouse			
8	Shivpuri	18	Shivpuri	District Excise Office		CL Bottling Warehouse			
		19	Karera			CL Storage Warehouse			
		20	Pichore			CL Bottling Warehouse			

9	Sagar	21	Sagar	Deputy Excise Commissioner Office	Assistant Excise Commissioner Office	CL Bottling Warehouse		Foreign Liquor Warehouse	
		22	Khurai			CL Storage Warehouse			
		23	Rehli			CL Storage Warehouse			
0	Damoh	24	Damoh	District Excise Office		CL Bottling Warehouse			
		25	Hatta			CL Storage Warehouse			
1	Chhatarpur	26	Chhatarpur	District Excise Office		CL Bottling Warehouse			
		27	Nowgong	Distillery / Brewery & Foreign liquor Bottling Unit		CL Storage Warehouse			
		28	Bijawar			CL Storage Warehouse			
2	Tikamgarh	29	Tikamgarh	District Excise Office		CL Bottling Warehouse			
		30	Jatara			CL Storage Warehouse			
		31	Niwari			CL Storage Warehouse			

3	Panna	32	Panna	District Excise Office		CL Storage Warehouse			
		33	Ajaigarh			CL Storage Warehouse			
		34	Amanganj			CL Storage Warehouse			
4	Ujjain	35	Ujjain	Deputy Excise Commissioner Office	Assistant Excise Commissioner Office	CL Bottling Warehouse		Foreign Liquor Warehouse	
		36	Narwar					FL. Bottling Unit	
		37	Badnagar			CL Storage Warehouse			
		38	Khachrod			CL Bottling Warehouse			
		39	Mahidpur			CL Storage Warehouse			
		40	Tarana			CL Storage Warehouse			
5	Mandsaur	41	Mandsaur	District Excise Office		CL Bottling Warehouse			
		42	Rampura			CL Storage Warehouse			

		43	Garoth			CL Storage Warehouse			
6	Neemuch	44	Neemuch	District Excise Office		CL Storage Warehouse			
7	Ratlam	45	Ratlam	District Excise Office	Distillery	CL Bottling Warehouse			
		46	Alote			CL Storage Warehouse			
		47	Jaora			CL Storage Warehouse			
8		Dews	48	Dewas	District Excise Office		CL Bottling Warehouse		
	49		Sonkatch			CL Storage Warehouse			
	50		Kannod			CL Storage Warehouse			
9	Shajapur	51	Shajapur	District Excise Office		CL Bottling Warehouse			
		52	Shujalpur			CL Storage Warehouse			
		53	Agar			CL Storage Warehouse			
		54	Susner			CL Storage Warehouse			
0	Indore	55	Indore	Deputy Excise Commissioner Office	Assistant Excise Commissioner Office	CL Bottling Warehouse	Foreign Liquor Bottling Unit & Brewery Unit	Foreign Liquor Warehouse	
		56	Mahu			CL Bottling Warehouse			
1	Khargone	57	Khargone	District Excise Office		CL Bottling Warehouse			
		58	Barwaha			CL Bottling Warehouse			
		59	Khodigram	Distillery / Foreign liquor Bottling Unit					
		60	Katkut	Distillery					
2	Barwani	61	Badwani	District Excise Office		CL Bottling Warehouse			
		62	Sendhwa			CL Storage Warehouse			
		63	Khetia			CL Storage Warehouse			
3	Dhar	64	Dhar	District Excise Office		CL Bottling Warehouse			

		65	Sejwaya	Distillery / Foreign liquor Bottling Unit					
		66	Borali	Distillery / Foreign liquor Bottling Unit					
		67	Pithampur				Foreign Liquor Bottling Unit		
		68	Badnawar			CL Storage Warehouse			
		69	Sardarpur			CL Storage Warehouse			
		70	Dharamपुर i			CL Storage Warehouse			
		71	Kukshi			CL Storage Warehouse			
4	Jhabua	72	Jhabua	District Excise Office		CL Bottling Warehouse			
		73	Petlawad			Country Liquor Warehouse			
		74	Alirajpur			CL Storage Warehouse			
5	Khandwa	75	Khandwa	District Excise Office		CL Bottling Warehouse	Bhang Godwn		
6	Bhurhanpur	76	Burhanpur			CL Bottling Warehouse			
	Bhopal	77	Bhopal	Deputy Excise Commissioner Office	Assistant Excise Commissioner Office	CL Bottling Warehouse		Foreign Liquor Warehouse	
7		78	Sarwar				Foreign Liquor Bottling Unit		
		79	Govindपुर a, Bhopl	Brewery			Foreign Liquor Bottling Unit		
8	Betul	80	Betul	District Excise Office		CL Bottling Warehouse			
		81	Multai			CL Storage Warehouse			
		82	Bheshadai			CL Storage Warehouse			
9	Hoshangabad	83	Hoshangabad	District Excise Office		CL Bottling Warehouse			
		84	Sohagpur			CL Storage Warehouse			

0	Harda	85	Harda	District Excise Office		CL Storage Warehouse			
1	Rajgarh	86	Rajgarh	District Excise Office					
		87	Pilukhedi	Distillery / Foreign liquor Bottling Unit					
		88	Narsingarh			CL Bottling Warehouse			
		89	Sarangpur			CL Storage Warehouse			
		90	Biaora			CL Storage Warehouse			
		91	Zirapir			CL Storage Warehouse			
2	Sehore	92	Sehore	District Excise Office		CL Storage Warehouse			
		93	Ashta			CL Storage Warehouse			
		94	Nasrullang anj			CL Storage Warehouse			
3	Vidisha	95	Vidisha	District Excise Office		CL Bottling Warehouse			
		96	Basoda			CL Storage Warehouse			
		97	Sironj			CL Storage Warehouse			
4	Raisen	98	Raisen	District Excise Office		CL Bottling Warehouse			
		99	Sehatganj	Distillery / Foreign liquor Bottling Unit					
		100	Rojrachak	F.L. Unit & Brewery					
		101	Gairatganj			CL Storage Warehouse			
		102	Ubedullang anj			CL Storage Warehouse			
		103	Salamathpur			CL Bottling Warehouse			
		104	Bareli			CL Storage Warehouse			
5	Jabalpur	105	Jabalpur	Deputy Excise Commissioner Office	Assistant Excise Commissioner Office	CL Bottling Warehouse	Foreign Liquor Bottling Unit	Foreign Liquor Warehouse	
		106	Sehora			CL Storage Warehouse			

6	Katni	107	Katni	District Excise Office		CL Bottling Warehouse			
7	Balaghat	108	Balaghat	District Excise Office		CL Bottling Warehouse			
		109	Baihar			CL Storage Warehouse			
8	Chhindwara	110	Chhindwara	District Excise Office		CL Bottling Warehouse			
		111	Amarwara			CL Storage Warehouse			
		112	Jamai			CL Storage Warehouse			
		113	Sausar			CL Storage Warehouse			
		114	Parsia			CL Bottling Warehouse			
9	Narsinghpur	115	Narsinghpur	District Excise Office		CL Bottling Warehouse			
		116	Gadarwara			CL Storage Warehouse			
0	Seoni	117	Seoni	District Excise Office		CL Bottling Warehouse			
		118	Lakhnadon			CL Storage Warehouse			
1	Mandla	119	Mandla	District Excise Office		CL Bottling Warehouse			
		120	Nainpur			CL Storage Warehouse			
2	Dindori	121	Dindori	District Excise Office		CL Storage Warehouse			
3	Rewa	122	Rewa	Deputy Excise Commissioner Office	Assistant Excise Commissioner Office	CL Bottling Warehouse		Foreign Liquor Warehouse	
		123	Mouganj			CL Storage Warehouse			
4	Satna	124	Satna	District Excise Office		CL Bottling Warehouse			
		125	Amarpatan				F.L. Bottling Unit		
5	Shahdol	126	Shahdol	District Excise Office		CL Bottling Warehouse			
6	Anuppur	127	Anuppur	District Excise Office		CL Bottling Warehouse			
7	Umaria	128	Umaria	District Excise Office		CL Bottling Warehouse			
8	Sidhi	129	Sidhi	District Excise Office		CL Storage Warehouse			
		130	Waidhan			CL Storage Warehouse			



DETAILS OF EXISTING HARDWARE IN DIVISIONAL / DISTRICT LEVEL OFFICES AND FOREIGN LIQUOR WAREHOUSES OF EXCISE DEPARTMENT

**A----Divisional Offices (Total No. 7)**

Computer P-IV/ 1.5 Ghz  
128 MB Ram  
20 GB Hard Disk  
1.44 Floppy Drive  
48 X CD Drive  
Samsung -CD- Writer  
15" Colour Monitor  
104 Keys Keyboard  
PS 2 Scoll Mouse (Without optical)  
Wipro LR 1050 + DX Gold dot matrix Printer  
Spaker  
500 VA U.P.S.

**B----State Flying Squad Offices (Total No. 1)**

Computer P-IV/ 1.5 Ghz  
128 MB Ram  
20 GB Hard Disk  
1.44 Floppy Drive  
48 X CD Drive  
Samsung -CD- Writer  
15" Colour Monitor  
104 Keys Keyboard  
PS 2 Scoll Mouse (Without optical)  
Wipro LR 1050 + DX Gold dot matrix Printer  
Spaker  
500 VA U.P.S.

**C-----District Level offices (Total No. 48)**

Computer P-IV/ 1.7 Ghz  
128 MB Ram  
20 GB Hard Disk  
1.44 Floppy Drive  
Samsung -CD- Writer  
15" Colour Monitor  
104 Keys Keyboard  
PS 2 Scoll Mouse (Without optical)  
HP laser Printer  
Spaker  
500 VA U.P.S.

**D----- Foreign liquor warehouses (2 nos In each as follow) (Total 14 )**

- 1            Computer P-IV/ 1.5 Ghz  
              128 MB Ram  
              40 GB Hard Disk  
              1.44 Floppy Drive  
              LG -CD- Writer  
              15" Colour Monitor  
              104 Keys Keyboard  
              Intel Optical Mouse  
              Wipro LR 1050 + DX Dot matrix Printer  
              Spaker  
              500 VA U.P.S.
- 2            Computer P-IV/ 1.5 Ghz  
              128 MB Ram  
              80 GB Hard Disk  
              1.44 Floppy Drive  
              Samsung CD-RW  
              15" Colour Monitor  
              104 Keys Keyboard  
              Scroll Mouse (optical)  
              HP 1200 LASER Printer  
              Speakers  
              500 VA U.P.S.

## Annexure-V

A. A OFFICE OF THE PRINCIPAL SECRETARY COMMERCIAL TAXES  
DEPARTMENT, MANTRALAYA, MADHYA PRADESH, BHOPAL

S.No.	Activity	Description
1	Formulation of policy on Excise and Entertainment matters.	Policy formulation on Excise and Entertainment revenue with a view to achieve maximum revenue and provide maximum facilities to the public.
2	Framing and amendment of Acts & Rules.	Various Acts and relevant Rules are framed and amended as required.
3	To Monitor implementation of Policy.	The implementation of the policy by the Excise Commissioner is regularly monitored.
4	Monitoring / analysis of revenue receipt and expenditure.	Fixation and monitoring of District wise and State wise targets of Excise and Entertainment revenue as per the direction of Finance Department.
5	Budget allocation and budget availability.	Fixation allocation and monitoring of District wise and State wise expenditure budget as per the directions of Finance Department.
6	To write off un-recoverable arrears	To write off the unrecoverable Excise & Entertainment arrears which are beyond the powers of the Excise Commissioner.
7	Monitoring of draft paras of Public Accounts Committee and Comtroller and Auditor General.	Accountant General of Madhya Pradesh is responsible for the Audit of all the Government Officers. After each Audit, a report is issued giving details of financial irregularities. If compliance report by the Head of Office on the report is not satisfactory, the paras are incorporated in the report of CAG. After that the PAC monitors further course of action on these paras.
8	Establishment	Appointment / Promotion / Regularization / Disciplinary action of all Gazetted Officers of the Excise Department.

**B OFFICE OF EXCISE COMMISSIONER, MADHYA PRADESH,**

S.No	Activity	Description
1	Revenue target fixation and its monitoring/ analysis	District wise /Head wise fixation of monthly / yearly revenue targets and its monitoring. To monitor execution of Auction /disposal of shops of intoxicants in the districts. To make and amend various Acts and Rules to implement the policies of the State Govt. Daily monitoring of receipts & payments.
2	Monitoring of supply of country liquor to retailers through distilleries and warehouse.	Fixation of compensatory issue price of country liquor by inviting tenders from eligible distillers. To issue supply contract CS1 licence to successful tenderers. To monitor supply of rectified spirit from Distillery to the warehouses using permits. Manufacture and supply of country liquor from warehouses to the retailers through passes. Quality control of Country Spirit
3	Monitoring of supply of the foreign liquor to retailers from foreign liquor warehouse	Monitoring of issuance of NOC for storage of foreign liquor in the warehouse from manufacturing units and supply of foreign liquor on permits to retailers depositing cost of foreign liquor on the basis of NOC's issued by the District Excise Officers. Approval of Ex warehouse price of the foreign liquor (spirit, wine, beer etc.) To issue FL-10A/ 10B Mother Depot license to Outsider Manufacturers.
4	Monitoring production and supply from Distillery / brewery /IMFL units.	To issue manufacturing licence to the distilleries, breweries, foreign liquor manufacturing units and wineries. To allow import and purchase of Molasses to the distillers. To register and renew labels of foreign liquor. To allow import and export of rectified spirit / ENA, foreign liquor etc. To regulate movements of spirits and foreign liquor using permits and passes. Quality control of IMFL. Monitor stocks of RS/ENA/IMFL at distilleries/Breweries/IMFL units.
5	Monitoring supply of Poppy straw/Bhang/ Bhang Ghota / etc.	To monitor collection of poppy straw from poppy producers (farmers) and sale through the licensees. To purchase Bhang from wholesale bhang suppliers of the country through tender and to monitor its supply to retailers and manufacturers
6	Enforcement of Medicinal & Toilet Preparations Act.	To issue licenses to the Under Bond manufacturers of medicines & toilet preparations and monitor the supply of intoxicants to them and levying and collection of excise duty.
7	Monitoring Entertainment Duty collection.	To monitor collection of Entertainment Duty and Advertisement Tax from Cinemas, Video theatres, cable connections and other entertainment programmes.
8	Enforcement	Monitoring of Excise related Crime Control through various flying squads (State Flying Squad and Divisional Flying

		Squads) and district field staff. Sanction of reward to informers and employees.
9	Monitoring of court cases.	To monitor and register all the cases pending in various courts.
10	Audit	To monitor objections taken by Auditor General Madhya Pradesh, Controller and Auditor General & Public Accounts Committee. . Internal Audit of Divisional & District Excise Offices.
11	Budget	Allocation of sub-head, Minor head, and Major Head wise Expenditure budget to all the offices of Excise Department. Commissioner Excise also acts as the Budget Controlling Officer for the department. He is responsible for preparation, allocation, control and appropriation of the expenditure and receipt budget in the department.
12	Recovery of Old Arrears	Monitoring recovery of old arrears related to Excise and Entertainment Heads.
13	Establishment.	Maintenance of the Service Book of Officers and Employees of the Department. To send revenue report/Annual Administrative report. Appointments / Promotion / Pay fixation / Regularization & Compassionate appointments. Disciplinary action. Departmental Enquiry. Sanction of leave and claims. Disposal of pension cases / Pay rolls preparations / HR development/training etc.
14	Investigation of complaints.	To monitor complaints received against licensees and employees of the Department.
15	Refund of Excise Revenue	To grant permission of refund as per Book of financial powers

**B. OFFICE OF THE DY. COMMISSIONER DIVISIONAL FLYING SQUAD**

S.No	Activity	Description
1	Revenue recovery / Disposal of shops.	To Control & Supervise District Excise Offices of the Division in relation to disposal of intoxicants shops, Revenue Recovery, Crime detection and other related works. To monitor month wise / District wise /Head wise revenue targets. To monitor execution of Auction /disposal of shops of intoxicants in the districts. To dispose of liquor shops as a member of the District Committee Monitoring of supply of country liquor to retailers through distillery and warehouse. Monitoring production and supply from Distillery / brewery /IMFL units. Monitoring supply of Poppy straw/Bhang/ Bhang Ghota etc. Enforcement of Medicinal & Toilet Preparations Act. To monitor collection of Entertainment Duty and Advertisement Tax from Cinemas, Video theatre, cables connections and other entertainment programmes.

2	Enforcement	Crime detection in the division through its flying squad, which is manned by District Excise Officer, Assistant District Excise Officer, Sub Inspectors and Constables. To check smuggling & leakage of revenue.
3	Periodic Reports to Excise Commissioner Office.	To compile various types of information received from the district offices of the division and send it to Excise Commissioner, as desired by office of the Excise Commissioner.
4	Enquiry of Complaints	To Enquire in to the complaints, received directly or from higher authorities, and send reports.
5	Departmental enquires	To conduct departmental enquiries as directed by the Excise Commissioner & submit reports.
6	Confidential Report of employees.	(i) Write AC.R.s of subordinate Officers / Staff, maintaining ACR folders up to Head Constable level.
7	Inspection of licensed premises.	To inspect District Excise Offices, Foreign Liquor Bottling Units, Distilleries, Breweries, Warehouses, Circles, and different vends of the Division as per prescribed Roster.
8	Monitoring Foreign Liquor Warehouses.	Monitoring of supply of the foreign liquor to retailers of the division from foreign liquor warehouse. Monitoring issuance of NOC for storage of foreign liquor in the warehouse from manufacturing units and supply of foreign liquor on permits to retailers, depositing cost of foreign liquor on the basis of NOCs issued by the District Excise Officers.
9	Establishment	To maintain service records of the staff posted at the Divisional Flying Squad Office and take care of all the establishment matters like Pay rolls, Pay fixation, leave, disciplinary action, pension etc.
10	Budget.	To pay Salaries & contingencies like rent of building etc., on the basis of budget provision, and maintaining their records.
11	Monitoring of court cases	To monitor cases pending in various courts.
12	Standardization of the strength-measuring Instruments.	To standardize hydrometers, and thermometers, of all the manufacturing units after every 3 yrs.
13	Refund of Revenue	To refund money which has been deposited in departmental heads (when applied to refund by the depositor) on the basis of power delegated in financial code.

**C. OFFICE OF THE DY. COMMISSIONER STATE FLYING SQUAD**

S.No	Activity	Description
1	Control of Excise related crime in the State.	To control excise offences in the State as per directions of the Excise Commissioner.

2	To enquire in to the complaints.	To enquire into the complaints sent by the Excise Commissioner against licensees and others.
3	Establishment	To maintain service records of the staff posted under him and take care of all matters of establishment like Pay rolls, Pay fixation, leave, disciplinary action etc.

**D. OFFICE OF THE PRINCIPAL EXCISE TRAINING SCHOOL, GWALIOR**

S.No	Activity	Description
1	To impart training to officers / Staff	Conduct of various training programmes as per Training calendar to Officers / Staff of the Excise Department.
2	Establishment	Take care of all establishment matters of the Staff posted at Training School..

**E DISTRICT EXCISE OFFICE.**

1	Excise and Entertainment Revenue target achievement.	Month wise / Head wise achievement of Excise and Entertainment revenue targets fixed by the Excise Commissioner.
2	Disposal of retail liquor shops	Disposal of liquor shops by inviting applications from eligible liquor traders and allotment of shops by lottery in case applicants are more than one and by tender if there is no applicant on the fixed price as secretary of the District Committee. To issue retail licences to the foreign liquor, country liquor vends. To maintain G-1 Retail Licenses Register, G-2 Licence Fees Deposit Register, G-3 Register of Issue of intoxicants and other related documents.
3	Recovery of licence fees of liquor shops.	The annual value of the liquor shop is divided into basic licence fee (8% of the annual value) and annual licence fee. This annual licence fees is divided into 24 fortnightly instalments. Fortnightly installment is to be deposited within the same fortnight. The duty payable for lifting of liquor is adjustable against this demand of licence fees. The licensee can either deposit his licence fee in the form of duty of liquor or cash or both.
4	Supply of country liquor to retailers through warehouses.	To monitor supply of rectified spirit from Distillery to the country liquor manufacturing warehouses. Manufacture and supply of country liquor from warehouses to the retailers using Transit Passes on approved route. Regulation of wastages during process of transit, reduction, blending and storage. Country liquor is issued on deposit of duty, payment of issue price and deposit of empty bottles. To monitor proper bottling of country liquor using standard bottles, labels, corks, rectified spirit

		and potable water, and thus maintain quality of Country Spirit.
5	Supply of foreign liquor to retailers from foreign liquor warehouse.	Issue of NOCs to retailers for procurement of foreign liquor from the foreign liquor warehouse on deposit of duty. To allow import of foreign liquor in FL-10-A and FL-10-B Outside Manufacturers Mother Depot on deposit of import fee.
6	Disposal of other intoxicants	Auction /tender of retail shops of bhang, bhang ghota, bhangmithai, toddy & poppy straw in the district. To issue retail licences to the bhang, bhang ghota, toddy & poppy straw traders and to recover annual license fees in 12 monthly installments.
7	Issue of miscellaneous liquor licences	Issue of FL-2 and FL-3 Bar licences, FL-4 and FL-4A Club licences, FL-5 Occasional licences, FL-6 military wholesale licence, FL-7 Military Canteen and & F.L-8 Military Club licence, on fixed annual licence fee
8	Issue of other licences	To issue licenses for possession, use and sale of rectified spirit, denatured spirit and denatured spirituous preparations.
9	Supply of foreign liquor to bar and club licensees.	To issue transport permit to FL-2, FL-3, FL-4, FL-4A, and FL-5 licensees for procurement of foreign liquor from retail foreign liquor licensee. To issue NOC for bringing foreign liquor in wholesale military Depot FL-6 from manufacturers. To issue transport permit to FL-7, and FL8 on deposit of duty and bottle fee.
10	Monitoring supply of Poppy straw/Bhang/ Bhang Ghota etc.	To monitor collection of poppy straw from poppy producers (farmers) and sale through the licensees. To maintain the list of registered addicts.
11	Enforcement of Medicinal & Toilet Preparations Act.	Issue license to the Out-of-Bond manufacturers and monitor the supply of intoxicants to licencees issued under this act and levy/ collect duty.
12	Collection of Entertainment Duty.	To monitor collection of Entertainment Duty and Advertisement Tax from Cinemas, Video theatres, cable connections and other entertainment programmers on rates prescribed by the State Government. Licences are issued to Cinema and Video theatres, and cable operators. All the subscribers are issued Registration Card CT3. The Talkies are given facilities under section 4(2)(b) & 4(2) (d) to deposit Entertainment duty. Entry tickets books are countersigned. Relevant registers, reports and tables are maintained for all these activities.
13	Recovery of Government Revenue.	Revenue, sub / minor/major Head-wise, is deposited by treasury challan in the authorized branches of State Bank. A periodical verification of challans (tauzi) is done
14	Inspection of shops	Inspection of all the licensed centers by the officers as per roster. Shops are required to maintain daily stock



		and sale register, all the permits, inspection book along with other documents. To monitor shop-wise sale of liquor brand/ label/ period wise
15	Enforcement.	Monitoring of Excise related Crime Control through Assistant District Excise Officer, Sub Inspectors, Head Constables and Constables of the District. Detection of crime, seizure report is made, FIR (P-8) is sent by the detecting officer to his senior officer, crime register P-14 maintained. Departmental revenue cases are registered and criminal cases after investigation are put up before judicial magistrates. Special powers are given for confiscation of the conveyance used for transporting of illicit liquor. Sanction of reward to informers and employees. To make list of criminals area wise. To develop a crime information network and exchange information with other offices.
16	Monitoring of court cases	To monitor all cases pending in various courts.
17	Audit	To send replies to objections taken by Auditor General Madhya Pradesh, Controller and Auditor General & Public Accounts Committee.
18	Budget.	To incur expenditure according to the allotted budgets in various sub-head, Minor head, and Major Revenue Head. Disbursement of salaries and other claims to employees and finalization of pension cases and other claims of retired employees. Payment of cost price of liquor to distillers.
19	Recovery of Arrears	Recovery of arrears related to Excise and Entertainment Heads exercising powers of Additional Tehsildar.
20	Establishment.	1. Maintenance of the Service Book of Officers and Employees of the District. Appointments / Promotion / Pay fixation / Regularization/ Compassionate appointments/ Yearly increments/Sanction of leave/ Disciplinary action/ Departmental Enquiry. Sanction of leave and claims. Disposal of pension cases.
21	Investigation of complaints	To enquire into complaint against licensees and employees of the Department and sending reports..
22	Record Keeping	To make relevant records, reports etc., covering all above activities and elimination of records as per the provisions.

## F. OFFICE OF THE OFFICER INCHARGE OF THE DISTILLERY

S.No	Activity	Description
1	Receipt of raw material	Monitoring receipt and use of molasses / grain etc. and coal and other fuels and their stocks.
2	Production of Rectified Spirit/ENA	Monitoring Setup wise production of rectified spirit and extra neutral alcohol, and monitoring of yield on the basis of raw material used and different types of wastages. Gauzing and re-gauzing of Vats. Vat wise storage. Capacity of various fermentation / maturation receiver and storage vats.
3	Quality Control	To monitor and analyze chemically setup wise production in the laboratory of the distiller and sending the samples of molasses and spirit periodically to the authorized laboratories.
4	Pollution Control	Monitoring the working of effluent treatment plant as per directions of the Pollution Control Board.
5	Movement of RS/ENA	To monitor import of rectified spirit as per the demand, and to export and / or transport of Rectified Spirit/ENA as per the directions of the Excise Commissioner on a valid permit. To monitor deposit of transport fee/ export fee, route given on the permit and the validity of the permit. To collect Export Verification Certificate from the officer in charge of the importing State. Monitor supply of rectified spirit as per demand to the warehouses on valid permit for manufacturing and supply of country spirit.
6	Record keeping	To maintain all the relevant registers, reports and tables like D-4, D-5, D-6, D-7, D-8, D-9 D-10, D-11, etc. as per the instructions and send periodical report to district Excise Officer of the District, Deputy Commissioner of the Division and the Excise Commissioner.
7	Security	To monitor every movement of raw and finished product. No finished product should go out of the premises without a valid permit or pass issued by him.

**G.OFFICE OF THE OFFICER INCHARGE OF FOREIGN LIQUOR BOTTLING UNIT**

S.No	Activity	Description
1	Receipt and storage of raw material.	Monitoring receipt and use of rectified spirit / extra neutral alcohol / High Bouquet Spirit / other base Gauzing and re-gauzing of Vats / Vat wise stocking of raw material / stocks of brand-wise size wise bottles, labels, corks and other bottling materials.
2	Production of Indian Made Foreign liquor (IMFL)	Monitoring brand wise production of different blends and their vat wise storage capacity of various maturation and storage vats. Production of Indian Made Foreign Liquor brand wise/ size wise/batch number wise. Monitoring different types of wastages. To deposit different types of bottling fee depending upon the franchise agreement with the Outsider IMFL manufacturer.
3	Quality Control	To monitor and analyze chemically batch wise production in the laboratory of the manufacturer and sending the samples of raw material, water used and produced IMFL periodically to the authorized laboratories.
4	Pollution Control	Monitoring the working of effluent treatment plant as per directions of the Pollution Control Board.
5	Movement of IMFL	To monitor transport of IMFL to foreign liquor warehouses in the state and export of IMFL on a valid permit. To monitor deposit of transport fee/ export fee, route given on the permit and the validity of the permit. To collect Export Verification Certificate from the officer in charge of the importing State
6	Record keeping	To maintain all the relevant registers, reports documents as per the instructions and send periodical report to district Excise Officer of the District, Deputy Commissioner of the Division and the Excise Commissioner.
7	Security	To monitor every movement of raw and finished product. No finished product should go out of the premises without a valid permit or pass issued by him.

## H.OFFICE OF THE OFFICER INCHARGE OF BREWERY

S.No.	Activity	Description
1	Receipt and storage of raw material.	Monitoring receipt of malt, malt substitutes, sugar, maize flakes, hops, hops substitutes etc. <b>Gauzing and re-gauzing of Vats.</b> / Vat wise stocking of raw material. Stocks of brand wise size wise, bottles, labels, corks and other bottling materials.
2	Production of Beer	Monitoring of grinding of Malt and its substitutes, mashing, fermentation, maturation, storage carbonation of different brews and their vat wise storage. Capacity of various fermentation, maturation and storage vats. Monitoring different types of wastages. Production of beer brand wise/ size wise/batch number wise/State wise. To deposit different types of bottling fee depending upon the franchise agreement with the Outsider Beer manufacturer.
3	Quality Control	To monitor and analyze chemically batch wise production in the laboratory of the brewer and sending the samples of raw material, water used and produced Beer periodically to the authorized laboratories outside the brewery.
4	Pollution Control	Monitoring the working of effluent treatment plant as per directions of the Pollution Control Board.
5	Movement of Beer	To monitor transport of Beer to foreign liquor warehouses in the state and export on a valid permit. To monitor deposit of transport fee/ export fee, route given on the permit and the validity of the permit. To collect Export Verification Certificate from the officer in charge of the importing State
6	Record keeping	To maintain all the relevant registers, reports documents as per the instructions and send periodical report to district Excise Officer of the District, Deputy Commissioner Excise of the Division and the Excise Commissioner.
7	Security	To monitor every movement of raw and finished product. No finished product should go out of the premises without a valid permit or pass issued by him.

**I.OFFICE OF THE OFFICER INCHARGE OF FOREIGN LIQUOR WAREHOUSE**

S.No.	Activity	Description
1	Receipt and storage of IMFL.	Issuance of NOC (FL-12) to manufacturing units holding licences FL-9/FL-9A/FL-10-A/ 10B/ B-3 for storage of foreign liquor in the warehouse as per requirement. Systematic stocking of various brands label/size wise as per demand.
2	Movement of IMFL	Supply of foreign liquor on permits (FL-14-A) to retailers, depositing cost of foreign liquor, Income tax, any other tax or other amount on the basis of NOC's (FL-12-A) issued by the Assistant Commissioner Excise / District Excise Officer of the District and ex-warehouse price approved by the Excise Commissioner.
3	Record keeping	To maintain all the relevant registers, reports, documents as per the instructions and send periodical reports to Deputy Commissioner and the Excise Commissioner.
4	Security	To monitor every movement of IMFL. No IMFL should go out of the premises without a valid permit or pass issued by him. To get stock of IMFL insured against fire, theft etc.,

**J.OFFICE OF THE OFFICER INCHARGE OF MANUFACTURING COUNTRY SPIRIT WAREHOUSE**

S.No.	Activity	Description
1	Receipt and storage of raw material.	Monitoring receipt of rectified spirit, bottles, label, corks and other bottling materials / <b>Gauzing and re-gauzing of Vats</b> / Vat wise stocking of rectified spirit
2	Production of country spirit	Monitoring reduction of Rectified Spirit to Masala and Plain Country Spirit. Capacity of various reduction and storage vats / Monitoring different types of wastages during transit, reduction / blending and storage. To maintain minimum stocks of Rectified Spirit, bottled country spirit, and other raw materials.
3	Supply of country spirit to retailers	To monitor supply of country spirit to the retail licensees attached to the warehouse using Transit Passes on approved route on deposit of duty issue price and deposit of empty bottles as fixed by the Government.
3	Quality Control	Use of potable water for reduction purposes. Use of clean glass bottles, labels and corks as specified by the Excise Commissioner.
4	Record keeping	To maintain all the relevant registers, reports, documents in relation to production, wastages and shop wise issues of country spirit, and as per the instructions and send periodical reports to District Excise Officer of the District, Deputy Commissioner Excise of the Division and the Excise Commissioner.
5	Issue of Bhang and Opium	To issue Bhang to retail bhang licensees and L-1, L-2 licensees under Medicinal and Toilet Preparation Act on the basis of duty deposited by them. Issue of opium to registered opium addicts.

## K.OFFICE OF THE OFFICER INCHARGE OF STORAGE COUNTRY SPIRIT WAREHOUSE

S.No.	Activity	Description
1	Receipt and storage of bottled country spirit	Monitoring receipt of bottled country spirit from manufacturing country spirit warehouse and transit wastage
2	Supply of country spirit to retailers.	To monitor supply of country spirit to the retail licensees attached to the warehouse using Transit Passes on approved route on deposit of duty, issue price and deposit of empty bottles as fixed by the Government
3	Record keeping	To maintain all the relevant registers, reports, documents in relation to production, wastages and shop wise issues of country spirit, and as per the instructions and send periodical reports to District Excise Officer of the District, Deputy Commissioner Excise of the Division and the Excise Commissioner.
4	Issue of Bhang and Opium	To issue Bhang to retail bhang licensees and L-1, L-2 licensees under Medicinal and Toilet Preparation Act on the basis of duty deposited by them. Issue of opium to registered opium addicts.

**1. List of Abbreviations: -**

IFB	: -	Invitation for Bid
ITB	: -	Instruction to Bidders
GCC	: -	General Conditions of Contract
SW- CMM	: -	Software Capability Maturity Model
SRS	: -	Software Requirement Specification
SDD	: -	System Design Documentation
FDR	: -	Fixed Deposit Receipt
CTD	: -	Commercial Tax Department
H.O	: -	Head Office
I.M.F.L	: -	Indian Made Foreign Liquor
NOC	: -	No-Objection Certificate
HBS	: -	High Bouquet Spirit
CSD	: -	Cantonment Supply Department
ENA	: -	Extra Neutral Alcohol
RFID	: -	Radio Frequency Identification Device
TDS	: -	Tax Deducted at Source
UP	: -	Under Proof
OP	: -	Over Proof
VCR	: -	Video Cassette Recorder
ISDN	: -	Integrated Service Digital Network
PSTN	: -	Public Service Telephone Network
AMC	: -	Annual Maintenance Contract
HQ	: -	Head Quarter
IEEE	: -	Institute of Electrical and Electronics Engineers
VLC	: -	Voucher level Computerization
LAN	: -	Local Area Network
WAN	: -	Wide Area Network
NT	: -	Network
RDBMS	: -	Relational Data Base Management System
MSSQL	: -	Microsoft Sequential Query Language
HTML	: -	Hyper Text Markup Language
CAG	: -	Controller and Auditor General
PAC	: -	Public Accounts Committee
RS	: -	Rectified Spirit
HR	: -	Human Resource
FIR	: -	First Information Report

**Dated 21.8.2006****EXCISE COMMISSIONER  
MADHYA PRADESH**