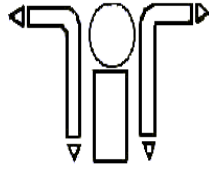




REQUEST FOR EMPANELMENT
OF
REGISTERED
EDUCATION PROVIDERS (REPs)
OF
PROJECT MANAGEMENT INSTITUTE (PMI)
FOR
PROVIDING PROJECT MANAGEMENT TRAINING
TO OFFICIALS FROM VARIOUS DEPARTMENTS OF
GOVERNMENT OF MADHYA PRADESH



MAP_IT
Madhya Pradesh Agency for Promotion of Information Technology
State IT Centre, 47-A Arera Hills, Bhopal

Phone: 07552518500; Fax: 07552769824;
Email: cr.walimbe@mp.gov.in ; [url:www.mapit.gov.in](http://www.mapit.gov.in)

April 2016

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Notice Inviting Tender (NIT) 2nd Call

RFE No. 01/PMF/MAP_IT/2016/ 2641 (2nd Call)

Bhopal, 14/04/2016

“Request For Empanelment (RFE) of Registered Education Providers (REPs) of Project Management Institute (PMI) for providing Project Management training to officials from various departments of Government of Madhya Pradesh”

MAP_IT invites response on RFE from qualified and experienced REP firms for Empanelment of Project Management Training for the Government of Madhya Pradesh.

Interested Bidders who qualify as per the criteria mentioned in the document may submit their response to the RFE latest by 26th April 2016 till 3 pm.

The RFE document can be downloaded from our website www.mapit.gov.in

**(Additional Chief Executive Officer)
MAP_IT**

Abbreviations & Definitions

Authorised Signatory	The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm.
Bid	A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or quotation
Bid Security	A security provided to the MAP_IT by a bidder for securing the fulfilment of any obligation in terms of the provisions of the bidding documents.
Bidder	Any person/ firm/ agency/ company/ contractor/ supplier/ Agency participating in the procurement/ bidding process with the procurement entity
Bidding Document	Documents issued by the MAP_IT, including any amendments thereto, that set out the terms and conditions of the given procurement and includes the invitation to bid
Competent Authority	An authority or officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement. CEO, MAP_IT in this bidding document.
Contract/ procurement Contract	A contract entered into between the MAP_IT and a successful bidder concerning the subject matter of procurement
Day	A calendar day as per GoMP/ GoI.
GoMP	Govt. of Madhya Pradesh
INR	Indian Rupee
IPR	Intellectual Property Rights
ITB	Instruction to Bidders
LD	Liquidated Damages
LoI	Letter of Intent
NIT	Notice Inviting Tender
Notification	A notification published in the Official Gazette
PAN	Permanent Account Number
PC	Procurement/ Purchase Committee
PDU	Professional Development Unit
PMI	Project Management Institute
PMU	Project Monitoring Unit
PTU	Project Training Unit
PSD/ SD	Performance Security Deposit/ Security Deposit
Purchaser/Procuring Entity/Procuring Authority	Madhya Pradesh Agency for Promotion of Information & Technology
MAP_IT	Madhya Pradesh Agency for Promotion of Information & Technology
MPVAT	Madhya Pradesh Value Added Tax

Services	Any subject matter of procurement other than goods or works and includes physical, maintenance, professional, intellectual, consultancy and advisory services or any service classified or declared as such by a MAP_IT and does not include appointment of any person made by any MAP_IT
SLA	Service Level Agreement is a negotiated agreement between two parties wherein one is the customer and the other is the service provider. It is a service contract where the level of service is formally defined. In practice, the term SLA is sometimes used to refer to the contracted delivery time (of the service) or performance.
State Government	Government of Madhya Pradesh (GoMP)
State Public procurement Portal	www.mapit.gov.in/tender.aspx
Subject Matter of procurement	Any item of procurement whether in the form of goods, services or works
TPA	Third Party Auditors
VAT/ CenVAT	Value Added Tax/ Central VAT
WO/ PO	Work Order/ Purchase Order

1. SCHEDULE OF RFE

1	RFE No.	01/PMF/MAP_IT/2016/2641 (2nd Call)
2	Scope of Work	Empanelment of Training Agency for providing Project Management Training to Senior Officials from various Departments of Government of Madhya Pradesh for a period of 2 year.
3	Name of the tender issuer	CEO , Madhya Pradesh Agency for Promotion of Information Technology (MAP_IT) Address: State IT Centre, 47-A, Arera Hills, Bhopal. Ph.: 0755-2518714
4	Date of issue of tender document	14 th April 2016
5	Last Date for Submission of Bids	26 th April 2016 up to 3 PM
6	Date of Opening Pre-qualification & Technical Bids	26 th April 2016 at 4:00 PM
7	Date of Technical Presentation	To be informed later through e-mail and telephone (Bidder should furnish the mobile number and e-mail of one authorized representative)
8	Date of Price Bid opening	To be informed later through e-mail and telephone (Bidder should furnish the mobile number and e-mail of one authorized representative)
9	Place of Submission & Opening of Bids	Madhya Pradesh Agency for Promotion of Information Technology 2 nd Floor, State IT Centre, 47-A Arera Hills, Bhopal
10	Name & Address of the Project Officer In-charge (POIC)	Name: Shri C R Walimbe Designation: Additional CEO Address: Second Floor, State IT Centre, 47-A, Arera Hills, Bhopal. Email: cr.walimbe@mp.gov.in Copy to: ashish.jaiswal@mapit.gov.in
11	Bid Procedure	Three-stage: three part (envelop) open competitive bid procedure
12	Bid Evaluation Criteria	Least Cost Based Selection (LCBS)
13	Websites for downloading Bidding Document, Corrigendum's, Addendums etc.	Websites: www.mapit.gov.in/tender.aspx
14	Bid Security	EMD of Rs. 1,00,000/- (Rupees One Lakh) in Demand Draft/ Bank Guarantee drawn on any

		Scheduled Bank in favour of “MAPIT Bhopal” payable at “Bhopal”. This amount will be converted in PSD for all the empanelled agencies.
15	Bid Validity	180 days from the bid submission date.
<p>Note:</p> <p>1) The procuring entity reserves the complete right to cancel the bid process and reject any or all of the bids.</p> <p>2) No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.</p> <p>3) Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.</p>		

2. PROJECT PROFILE & BACKGROUND INFORMATION

Background:

The Government of Madhya Pradesh has set up a Project Monitoring Group (PMG) headed by the Chief Secretary with Principal Secretaries/Secretaries of related Departments which are critical for Project clearance and implementation. PMG is assisted by a group of Project Monitoring Unit (PMU) & Project Training Unit (PTU), to bring out analysis for intervention/ decision making that will report to PMG as well as Capacity Building to establish the Project Management Framework (PMF) in the state.

PMG desires PMF to be institutionalized for all the departments of GoMP. This would entail the promotion of discipline of Project Management across all the departments of Government of Madhya Pradesh, while implementing and progressing the best practices, awareness, training and guiding principles. It is aimed to create a foundation for consistent project success throughout the GoMP, through implementation of a strong and pervasive Project Management (PM) discipline within the organization's project teams.

About the Department:

Madhya Pradesh Agency for Promotion of Information Technology (here-in-after referred to as MAP_IT) is a government society which has been established to propel the growth of Information Technology (IT) and e-governance in Madhya Pradesh and to provide institutional setup for implementation National e-governance Plan. Established in 1999, MAP_IT provides IT support to the government departments and facilitate Human Resource Development activities in the field of IT.

MAP_IT also co-ordinate with investors, industries, trade organizations and financial institutions in public and private sector so as to promote growth in the IT sector.

Office of the MAP_IT is situated at the 2nd Floor, State IT Center, 47-A, Arera Hills, Bhopal.

3. A. PRE-QUALIFICATION/ ELIGIBILITY CRITERIA

A bidder participating in the procurement process shall possess the following minimum pre-qualification/ eligibility criteria.

Sr. No.	Basic Requirement	Specific Requirements	Documents Required
1	Legal Entity	The bidder should be a legal entity registered in India for last 3 years as on 1 st January 2016.	- Certificates of incorporation - Registration Certificates
2	Bidder authorization by PMI	The bidder should be an existing REP of PMI to provide 35-hour training certificate needed for PMP Certification	Valid Certificate of authorization (REP) by PMI to provide 35-hour training for PMP certification.
3	Financial: Turnover from Training	Annual Turnover of the bidder from Training during any of the last three financial years, i.e., from 2013-2014, 2014-2015 & 2015-2016 (as per the last published audited balance sheets), should be at least Rs. 50 Lakh out of which Rs. 10 Lakh should be from Project Management Training.	CA Certificate with CA's Registration Number/ Seal & Payment certificates for fulfilling both the criterion.
4	Training Experience	The bidder should have an experience of providing Project Management training to at least 100 participants in the last 3 financial years (from 2013-2014, 2014-2015 & 2015-2016) in India.	List of Individual participants along with Name, Payment receipt no., PDU's certificate no. issued and Month & Year of Training OR Client certificate for completion of Project Management training in case of corporate/ department/ organization with no of participants and month & year of training
5	Mandatory Undertaking	The bidder shall not have been black listed by any State Government, Central Government or any other Public Sector undertaking or a Corporation in India as on the date of RFE.	A Self Certified letter as per Annexure (Annexure 10)
6	Security Deposit / EMD	The bidder should furnish, as part of its proposal, an Earnest Money Deposit (EMD) of Rs. One Lakh only (Rs. 1,00,000/-).	Attach original Bank Draft or irrevocable Guarantee (issued under Negotiable Instruments Act 1882 as amended from time to time)

B. Technical Evaluation Criteria:

Parameter	Criteria	Max. Marks (100)	Documents Required
1. Project Experience (Max. Marks – 12)	The bidder should have completed 1 training assignment on “Project Management” with any Central or State Government department or Corporation or Board/ PSU/ Semi-Government organization in the last 3 financial years (from 2013-2014, 2014-2015 & 2015-2016) in India	8	Work Completion Certificates from the client;
	The bidder should have completed 1 training assignment on “Project Management” with 3 different Central or State Government department or Corporation or Board/ PSU/ Semi-Government organization in the last 3 financial years (from 2013-2014, 2014-2015 & 2015-2016) in India	10	
	The bidder should have completed 1 training assignment on “Project Management” with 5 different Central or State Government department or Corporation or Board/ PSU/ Semi-Government organization in the last 3 financial years (from 2013-2014, 2014-2015 & 2015-2016) in India	12	
2. Training Experience in nos. (Max. Marks – 12)	The bidder should have experience for providing training on Project Management to at least 100 participants in the last 3 financial years (from 2013-2014, 2014-2015 & 2015-2016) in India	8	List of Individual participants along with Name, Payment receipt no., PDUs certificate no. issued and Month & Year of Training OR Client certificate for completion of Project Management training in case of corporate/ department/ organization with no of participants and month & year of training
	The bidder should have experience for providing training on Project Management to 101-200 participants in the last 3 financial years (from 2013-2014, 2014-2015 & 2015-2016) in India	10	
	The bidder should have experience for providing training on Project Management more than 200 participants in the last 3 financial years (from 2013-2014, 2014-2015 & 2015-2016) in India	12	

3. Training Experience in years (Max. Marks – 15)	Project Management Training experience of the Bidders is between 3 to 5 years	8	Work Completion Certificates from the client; OR Work Orders + Phase Completion Certificate from the client
	Project Management Training experience of the Bidders is between 5 to 8 years	10	
	Project Management Training experience of the Bidders is more than 8 years	15	
4. Additional Certification Training (Max. Marks – 11)	Experience in Training of PMP Certification	8	Work Completion Certificates from the client + Accreditation Certificate from PMI; OR Work Orders + Phase Completion Certificate from the client + Accreditation Certificate from PMI
	Experience in Training of PMP & Program Management Professional Certification (PgMP)	9	
	Experience in Training of PMP, Program Management Professional & Portfolio Management Profession Certification (PfMP)	11	
5. Web Based Learning Management System (Max. Marks – 10)	The bidder possess, at the time of bidding, a functional web based Learning Management System on Project Management operational from last one year.	10	Self-Certificate from bidder + Demonstration of LMS during the Presentation
6. Faculty Profile (Max. Marks – 15)	Bidder should have at least two (2) Full -time PMP certified Faculty member/ Trainer with minimum 5 years of experience providing Project Management Training	5	List of faculty along with detailed CV of each faculty mentioning the Qualification, experience, PMP certification, HR Certificate & undertaking from the faculty
	Bidder should have Four (4) full-time PMP certified Faculty member/ Trainer with minimum 5 years of experience providing Project Management Training	10	
	Bidder should have Five (5) full-time PMP certified Faculty member/ Trainer with minimum 5 years of experience providing Project Management Training	15	
7. Presentation cum Demonstration (Max. Marks – 25)	Approach & Methodology – Proposed Action Plan – 10 min Evaluation Mechanism (Mock Test, Trainer’s Feedback) – 5 min Demonstrate Learning Management System (Web based Learning Management System) – 10 min Question & Answers – 5 min	25	Presentation cum Demonstration (30 min)

Note: Minimum marks for Technical qualification are 60

4. SCOPE OF WORK, DELIVERABLES & TIMELINES

Preamble:

- i. Under this RFE, rate contract will be entered for the Project Management training program as defined in detail in subsequent sections of this RFE Document.
- ii. This Rate-Contract shall be valid for a period of 2 year from the date of issue of letter of Rate Contract to the successful bidder. Rate Contract may be extended for a period of One (1) year with mutual consent at the same rates.
- iii. The schedule of each training shall be mutually decided and accordingly specified in the work order.
- iv. The cost will be calculated on the basis of unit prices agreed to in the rate contract.

4.1 SCOPE OF WORK (SoW):

4.1.1 The bidder is expected to conduct training, which provides an overview of PMBOK latest edition to government officers so they acquire knowledge and practical skills to deal with complex project management issues. The training is envisaged to be of 35 hours and such that the training completion certificate makes the trainees eligible to apply for PMP certification exam. The details of the training are given in the following subsections. For this purpose, the selected bidder shall be required to conduct the following activities:

1. Successful bidders to prepare & provide the Inception Report, with secondary Training Need Analysis Report, Content Customization strategy after 1 week of the date of signing of the Rate Contract (T) and get it approved from Project Officer in Charge.
2. Successful bidders to prepare & provide the customized content & hand-outs for the participants at the training, including department specific (various Government departments to be trained) case-studies, project simulation practice and other relevant support materials/hand-outs, adapted to each Module's needs and provide the same to all participants either in Hindi or English as per the requirement by T + 30 days and get it approved from Project Officer in Charge.
3. Provide trainers to conduct the training program (The quote should include the cost of the trainers including their lodging, boarding and travel). The training shall be provided by the agreed Trainer, CVs of whom shall be shared by the selected bidder with MAP_IT before the start of training.
4. Prepare & provide the evaluation forms capturing the Reaction, Learning & Behaviour during the training in consultation with MAP_IT/PMU/PTU and get it approved from Project Officer in Charge.
5. Develop a time and module-schedule for the course with department specific Case Studies and get it approved from Project Officer in Charge.
6. Provide a training kit (Executive Bag, Spiral Bound Notebook, Gel Pen, Pencil, Sharpener, Eraser) with Hand-outs (bilingual, Hindi & English) & a Project Management book/course material based on PMBOK latest Edition Guide to person designated by the Project Office-in-Charge in Hindi & English as per

requirement one working day before the Training date. An amount of Rs 1500/- per kit shall be reimbursed as per actuals.

7. Mandatorily conduct the training in Hindi and English mix (Hinglish).
8. Organize mock tests on specific areas of Project Management during the course and at the course end.
9. Issue 35 hour training PDU certificates of attendance to the participants.
10. Ensure submission of evaluation forms (Delivery, Content & Trainer) filled in by training participants to the Officer-in-Charge;
11. Draft and Final report submission to the Officer in Charge upon training delivery within a week after the completion of the Training.
12. Any other activity needed for delivery of training and coordination with Officer in Charge for the project.
13. IPR for Content developed/customized for the state will remain with the agency but liberty of usage for the same will remain with the state.
14. If required Training agency may be asked to arrange the premises & other infrastructure for the training for which the amount will be reimbursed on actuals.

4.1.2 Number of Batches/Training Programs:

The training programs will be conducted in batches over the period of validity of the rate contract. There is no guarantee of the minimum number of training programs.

4.1.3 Batch Size:

Each batch of trainees shall include minimum of 10 trainees. Maximum batch size will be 30.

4.1.4 Participants & the duration of the training program:

The exact schedule of the training program will be finalized by MAP_IT in consultation with the selected bidders.

Total participants are approximately 1020 in number across various departments of GoMP, however the numbers may change as per the availability of the participants.

Note: Please refer Annexure-7 for details (Indicative List)

S. No.	Definition	Officials
1	Implementers: A person or group allocated to accomplish a project /activity /task, may micro manage the projects.	Mid-level Officials (E.g. Executive Engineer, Assistant Engineers, etc.)

S No.	Level of Audience	Types of Training	Delivery Language	No of participants per Batch
1	Implementers	Project Management Fundamentals (5 days), PMI recommended session for the 35 PDU's shall be used (Phase 1)	English + Hindi mix	30 (Minimum 10)

Note: Please refer Annexure-7 for details

MAP_IT can request for a change on the agreed days of the training with a notice of at least 7 days to the selected bidder, without any cost implications on MAP_IT. Similarly, the selected bidder can also request for a change on the agreed days of training with a notice of at least 15 days to MAP_IT without any cost implications to the selected bidder. In case of re-schedulement by the selected bidder with less than 15 days' notice, LD shall be applicable in case the training is not commenced in time and penalties shall be applicable as per Section 7 in case training has commenced and re-schedulement is requested for remaining days.

4.1.5 Methodology:

The Training Program shall be organized in multiple modules combining theoretical information and practical demonstrations and exercise. Each Module shall be built over the area of expertise relevant to the needs. The department specific case-studies, the project simulations discussed and applied during the course should be based on the project management needs and practices.

4.1.6 Modules to be covered (Indicative):

The major modules (not exhaustive), in adherence to the PMBOK latest edition, which shall be included in the scope of the training are the following:-

1. Introduction to Project Management

- What is a Project & Project Characteristics?
- What is Project Management?
- Project Management bandwidth and responsibility
- Project Context
- Project Stakeholders and their concerns
- Brief overview of the Project Management Processes
- Project Integration Management
- Issues for the Project Manager and the Project Team Appreciation of present-day project management realities
- Describing the Management Spectrum of People, Product and Services Processes
- Stakeholder issues

2. The Project Management Framework

- Definitions and jargon associated with Project Management
- The Project Management Context
- Project Management Processes
- Facilitating Processes
- Project Integration Management

3. Project Scope Management

- Project Initiation
- Scope Planning
- Scope Definition
- Scope Verification
- Scope Control

4. Project Estimation

- Phases
- Attributes for Size, Effort & Schedule
- How to estimate – challenges, basis and tips
- Overview of estimation techniques

5. Project Planning

- The project plan as a basis of project acceptance
- Prince II model for project planning
- Pointers for Project Plan development
- WBS
- PERT/CPM Network development and usage (PDM/ADM)
- Time & Cost Trade-offs
- Resource Planning
- Planning Guidelines

6. Project Risk Management

- Risk Management and its associated processes
- Types & Categories of Risks
- Quantitative and Qualitative Risk Management
- Prioritizing risk based on risk value
- Risk Response Planning
- Risk Reduction Strategies
- Risk Monitoring & Control
- Risk Case Study

7. Project Procurement Management

- Plan Procurement Management
- Conduct Procurements
- Control Procurements
- Close Procurements

8. Project Monitoring & Control

- Purpose and importance of Project Tracking
- Planning Vs. Project Reality & Performance
- Tracking & Control process
- Project Review Baselines
- Finalizing Tracking Requirements
- Status Reports – Weekly, Monthly, Review discipline

9. Project Quality

- Quality Planning
- Quality Control
- Quality Assurance

10. Human Resource Management

- Team Structures – Functional through Matrix types
- Organizational Planning
- Staff Acquisition
- Team Development
- Leadership and Negotiation
- Motivation Theories & performance drivers
- Training Planning & Tracking
- Managing Conflict

11. Project Costing

- Cost Estimation
- Cost Budgeting
- Cost Control
- Types of Project Costs
- Types of Project Reserves
- Earned Value (EV) Cost & Schedule Analysis

12. Project Communications Management

- Communication Planning
- Information Distribution
- Performance Reporting
- Information & Document Control
- Administrative Closure

13. Project Stakeholder Management

- Identify Stakeholders
- Plan Stakeholder Management
- Manage Stakeholder Engagement
- Control Stakeholder Engagement

14. Mock Test and Quizzes

Case study material, exercises and appropriate hand-outs for extra reading/ knowledge will *be provided*

Note: Please refer annexure- 8 for more details

4.1.7 Working Language:

The training shall be performed mandatorily in Hindi & English mix language (Hinglish).

4.1.8 Location of the training:

The training shall be organized in Bhopal/other major cities in India. The specific location of the training shall be informed to the selected bidder along with the work order. The training facilities, i.e. training room/hall, Audio/Video equipment, refreshments etc. shall be provided by MAP_IT.

If required Training agency may be asked to arrange the premises & other infrastructure for the training for which the amount will be reimbursed on actuals.

4.1.9 Reporting:

The selected bidder is expected to submit a training report not later than 1 week after conclusion of the training, to the OIC in a hard copy and in the electronic form.

The Reports shall include the following:

- Concise presentation of applied methods, including the most important, attractive ideas of participants on the discussed subjects;
- Conclusions and recommendations based on lessons learnt for future interventions;
- Evaluation forms filled in by participants;
- Other relevant materials;

4.2 DELIVERABLES AND TIMELINES

1. The selected Bidder shall have to submit certain key deliverables which are mentioned hereunder for each training program.

2. The formats for all the reports shall be prepared by the selected Bidder and submitted to MAP_IT for approval. The reports submitted by the selected Bidder should strictly be in the approved format only which, if required, may be revised by MAP_IT.

Sr. No.	Scope of Work	Deliverable	Timeline
1	Section 4.1	(I) Inception Report	Within 1 week of the date of signing of the Rate Contract (T)
		(II) Secondary Training Need Analysis	
		(III) Content Customization Strategy	
		(IV) Customized Content	Within 1 month of the date of signing of the Contract
		(V) Support material/hand-outs adapted to each module	One day before the start of each batch of training
		(VI) Delivery of Training	As per the time-schedule given

		(VII) Receipt of all participants for Training Kit (VIII) Summary of Mock Test Results (IX) Filled Evaluation Forms from all participants (X) Daily attendance of the Participants (XI) 35-hour Project Management Training Certificates to participants of the Batch for Implementer	Within 7 days after the completion of each batch of training
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4.3 ROLES & RESPONSIBILITIES

a) Responsibilities of MAP_IT

Owner of the project is MAP_IT; the role of MAP_IT for successful implementation of the training program includes discharging the following responsibilities:

- To conduct review meeting, if needed, to monitor the overall progress of the training.
- To facilitate speedy and quality imparting of Training
- To co-ordinate with the Empanelled Agencies and RCVP Noronha Academy of Administration provide training room/hall, refreshments and required Audio/Visual equipment, i.e. Projector etc. for the training.
- To approve the support material, hand-outs etc.
- To approve the module and time schedule.

b) Responsibilities of RCVP Noronha Academy of Administration

- Provide the space & required infrastructure to establish the Project Management Wing
- Provide the accommodation for outstation trainees from different departments of GoMP
- Provide the class rooms with all the software & hardware required to conduct the various Project Management Trainings

5. INSTRUCTION TO BIDDERS (ITB)

1) Bidding/ Tender Documents

a) The bidding documents shall be available from the date of publication of Notice Inviting Tender (NIT) on MAP_IT Portal. The prospective bidders shall be permitted to download the bidding document from the website.

2) Pre-bid Meeting/ Clarifications

Pre-bid meeting will not be held as this is a 2nd call for the RFE.

3) Changes in the Bidding Document

a) At any time, prior to the deadline for submission of Bids, the procuring entity may for any reason, whether on its own initiative or as a result of a request for clarification by a bidder, modify the bidding documents by issuing an addendum in accordance with the provisions below.

b) In case, any modification is made to the bidding document or any clarification is issued which materially affects the terms contained in the bidding document, the procuring entity shall publish such modification or clarification in the same manner as the publication of the initial bidding document.

c) In case, a clarification or modification is issued to the bidding document, the procuring entity may, prior to the last date for submission of Bids, extend such time limit in order to allow the bidders sufficient time to take into account the clarification or modification, as the case may be, while submitting their Bids.

d) Any bidder, who has submitted his Bid in response to the original invitation, shall have the opportunity to modify or re-submit it, as the case may be, within the period of time originally allotted or such extended time as may be allowed for submission of Bids, when changes are made to the bidding document by the procuring entity: Provided that the Bid last submitted or the Bid as modified by the bidder shall be considered for evaluation.

4) Period of Validity of Bids

a) Bids submitted by the bidders shall remain valid during the period specified in the RFE document. A Bid valid for a shorter period shall be rejected by the procuring entity as non-responsive Bid.

b) Prior to the expiry of the period of validity of Bids, the procuring entity, in exceptional circumstances, may request the bidders to extend the bid validity period for an additional specified period of time. A bidder may refuse the request and such refusal shall be treated as withdrawal of Bid and in such circumstances bid security shall not be forfeited.

c) Bidders that agree to an extension of the period of validity of their Bids shall extend or get extended the period of validity of bid securities submitted by them or submit new bid securities to cover the extended period of validity of their bids. A bidder whose bid security is not extended, or that has not submitted a new bid security, is considered to have refused the request to extend the period of validity of its Bid.

5) Format and Signing of Bids

a) The bidder shall prepare one original set of the bidding documents called Bid in the manner as specified in the bidding document. One copy of the original bid should also be submitted along with the original bid.

b) The bid shall be typed or written in ink and it's all the pages shall be signed by the bidder or a person duly authorised to sign on behalf of the bidder, in token of acceptance of all the terms and conditions of the bidding documents.

c) Any corrections in the bid such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the bid.

6) Sealing and Marking of Bids

a) Bidders may submit their bids by post or by hand delivery in one large single envelope.

b) The inner and outer envelopes shall: -

a. bear the name and complete address along with telephone/ mobile number of bidder;

b. bear complete address of the procuring entity with telephone number, if any;

c. bear the specific identification of the bidding process pursuant to NIT and any additional identification marks as specified in the bidding document; and

d. bear a warning not to be opened before the time and date for bid opening, in accordance with the RFE schedule.

c) If all envelopes are not sealed and marked as required, the procuring entity shall assume no responsibility about its consequences.

d) A Three stage-Three part/ envelope system shall be followed where: -

Envelope 1:

a) Pre-qualification eligibility documents should be enclosed in one sealed envelope (ONE Original + ONE Copy + ONE CD in the envelope)

b) Bid Security (ONE Original + ONE Copy + ONE CD in the envelope)

c) Power-of-attorney granting the person signing the proposal the right to bind the bidder as the 'Constituted attorney of the

Directorate'. (ONE Original + ONE Copy + ONE CD in the envelope)

- d) A copy of the Tender Document, all pages duly-signed by the authorized signatory towards acceptance of the terms and conditions of the Tender Document. (ONE Original + ONE Copy + ONE CD in the envelope)**

Envelope 2:

- a) Technical Bid and all the documents, should be enclosed in second sealed envelope as per Technical Evaluation Criteria. (ONE Original + ONE Copy + ONE CD) in the envelope)**
- b) Approach & Methodology (ONE Original + ONE Copy + ONE CD in the envelope)**
- c) Sample Trainer's feedback form (ONE Original + ONE Copy + ONE CD in the envelope)**
- d) Sample Mock Test proposed for trainees (ONE Original + ONE Copy + ONE CD in the envelope)**

Envelope 3: Financial Bid should be enclosed in third sealed envelope as per Annexure 3. (ONE Original in the envelope)

Covering Envelope: The envelopes containing the Pre-qualification eligibility documents, technical and financial bid shall then be enclosed in one large single outer envelope.

7) Cost & Language of Bidding

a) The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the procuring entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

b) The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the procuring entity, shall be written only in English/Hindi Language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English/ Hindi language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

8) Alternative/ Multiple Bids

Alternative/ Multiple Bids shall not be considered at all.

9) Bid Security

Every bidder participating in the procurement process will be required to furnish the bid security as specified in the RFE.

- a. Bid security instrument or a bid securing declaration shall necessarily accompany the sealed pre-qualification bid.
- b. Bid security of a bidder laying with the procuring entity in respect of other bids awaiting decision shall not be adjusted towards bid security for the fresh bids. The bid security originally deposited may, however, be taken into consideration in case bids are re-invited.
- c. The bid security may be given in the form of a banker's cheque or demand draft, of a scheduled bank. The bid security must remain valid thirty days beyond the original or extended validity period of the bid.
- d. The issuer of the bid security and the confirmer, if any, of the bid security, as well as the form and terms of the bid security, must be acceptable to the procuring entity.
- e. The bid security of unsuccessful bidders shall be refunded in due course of time after final acceptance of successful bid and signing of Agreement and submitting performance security.
- f. The Bid security taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely: -
 - a. when the bidder withdraws or modifies its bid after opening of bids;
 - b. when the bidder does not execute the agreement, if any, after placement of letter of rate contract within the specified period;
 - c. when the bidder fails to commence the service or execute work as per work order within the time specified;
 - d. when the bidder does not provide the security deposit within specified period after the rate contract letter is placed; and
 - e. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
- g. Notice will be given to the bidder with reasonable time before bid security deposited is forfeited.
- h. No interest shall be payable on the bid security.
- i. In case of the successful bidder, the amount of bid security will be adjusted against the amount of the Performance Security.
- j. The procuring entity shall promptly return the bid security after the earliest of the following events, namely:-
 - a. the expiry of validity of bid security;
 - b. the cancellation of the procurement process; or
 - c. the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

10) Deadline for the submission of Bids

a) Bids shall be received, by the person, designated for the purpose, by the procuring entity or directly dropped in the bid box, at the place and up to the time and date specified in the RFE schedule.

b) Normally, the date of submission and opening of bids would not be extended. In exceptional circumstances or when the bidding document are required to be substantially modified and the time with the prospective bidders for preparation of bids appears insufficient, the date may be extended by the procuring entity. In such case the information shall be placed on the MAP_IT Portal, if applicable. It would be ensured that after issue of corrigendum, reasonable time is available to the bidders for preparation and submission of their bids. The procuring entity shall also publish such modifications in the bidding document on the MAP_IT Portal. If, in the office of the bids receiving and opening authority, the last date of submission or opening of bids is a non-working day, the bids shall be received or opened on the next working day.

11) Late Bids

a) The person authorised to receive the bids shall not receive any bid that is submitted personally, after the time and date fixed for submission of bids.

b) Any bid, which arrives by post after the deadline for submission of bids, shall be declared and marked as “Late” and returned unopened to the bidder by registered post/in-person.

12) Receipt and Custody of Bids

a) The bids shall be received by hand delivery, by courier or by post in the specified format up to the specified time and date and at the specified place, by the person authorised by the procuring entity.

b) The person authorised to receive the bids shall provide a receipt signed by him with date and time of receipt of bid to the person, who delivers the bid.

c) All bids received unsealed, in torn or damaged condition through post or by personal delivery shall be so marked and signed on the cover by the person receiving the same and get signed on it by the person delivering it and put in a fresh cover and reseal, if so warranted. All such entries shall be attested by the receiving person.

d) The record of bids received late through post shall be entered in bids receipt register.

e) Bids received or given on form other than the prescribed form shall not be considered.

13) Withdrawal, Substitution, and Modification of Bids

a) A Bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written Notice, duly signed by an authorized signatory, and shall include a copy of the authorization. The corresponding substitution or modification of the bid must accompany the respective written Notice. All Notices must be: -

- i. submitted in accordance with the bidding document, and in addition, the respective envelopes shall be clearly marked “Withdrawal,” “Substitution,” “Modification”; and
 - ii. received by the procuring entity prior to the deadline prescribed for submission of bids.
- b) Bids requested to be withdrawn shall be returned unopened to the Bidders.
 - c) No bid shall be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of the specified bid validity or any extension thereof.

14) Opening of Bids

- a) The sealed bid shall be opened by the bid evaluation committee constituted by the procuring entity at the time, date and place specified in the bidding document in the presence of the bidders or their authorised representatives, who choose to be present.
- b) The bids shall be opened by the bids evaluation committee in the presence of the bidders or their authorised representatives who choose to be present.
- c) No bid shall be rejected at the time of bid opening except the late bids, alternative bids (if not permitted).
- d) In case of three stage: three part/ envelope bids, only outer envelopes and envelopes marked as “Pre-Qualification” & “Technical Bid” shall be opened in the sequence of the serial numbers marked on them. The envelopes marked as “Financial Bid” shall be kept intact and safe and shall be opened of only those bidders who qualify in the evaluation of their Pre-qualification & Technical Bids in the manner as mentioned above, on the date and time to be intimated to those bidders.
- e) In case, during bid opening, the Financial bid is also found in the Pre-Qualification or Technical Bid envelope, then the bid opening committee, in the presence of bidders, shall seal the financial bid in a separate envelope.

15) Selection Method:

- a) The selection method is Least Cost Based Selection (LCBS or L1).
- b) All the submitted response shall be scrutinized on the basis of information and supporting documents submitted by the bidder under this RFE.
- c) The bidders meeting all the eligibility criteria and other conditions as stated in the RFE shall be considered for Technical Evaluation.
- d) Subsequently the financial bid of all the technically qualified bidders who secure minimum marks of 60 shall be opened.

16) Clarification of Bids

- a) To assist in the examination, evaluation, comparison and qualification of the bids, the bid evaluation committee may, at its discretion, ask any bidder for a clarification

regarding its bid. The committee's request for clarification and the response of the bidder shall be in writing.

b) Any clarification submitted by a bidder with regard to its bid that is not in response to a request by the committee shall not be considered.

c) No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the committee in the evaluation of the financial bids.

d) No substantive change to qualification information or to a submission, including changes aimed at making an unqualified bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.

17) Evaluation & Tabulation of Technical Bids

a) Preliminary Examination of Bids

The bid evaluation committee constituted by the procuring entity shall conduct a preliminary scrutiny of the opened bids to assess the prima-facie responsiveness and ensure that the: -

- a. bid is signed, as per the requirements listed in the bidding document;
- b. bid has been sealed as per instructions provided in the bidding document;
- c. bid is valid for the period, specified in the bidding document;
- d. bid is accompanied by bid security;
- e. other conditions, as specified in the bidding document are fulfilled.

b) Determination of Responsiveness

a. The bid evaluation committee shall determine the responsiveness of a bid on the basis of bidding document and the provisions of pre-qualification/ eligibility criteria of the bidding document.

b. A responsive bid is one that meets the requirements of the bidding document without any material deviation, reservation, or omission where: -

- i. "deviation" is a departure from the requirements specified in the bidding document;
- ii. "reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
- iii. "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.

c. A material deviation, reservation, or omission is one that,
i. if accepted, shall:-

1. affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or
2. limits in any substantial way, inconsistent with the bidding documents, the procuring entity's rights or the bidder's obligations under the proposed contract; or

ii. if rectified, shall unfairly affect the competitive position of other bidders presenting responsive bids.

c) Non-material Non-conformities in Bids

- a. The bid evaluation committee may waive any non-conformities in the bid that do not constitute a material deviation, reservation or omission, the bid shall be deemed to be substantially responsive.
- b. The bid evaluation committee may request the bidder to submit the necessary information or document like audited statement of accounts/ CA Certificate, Registration Certificate, VAT/ CST clearance certificate, Technical Certificates, etc. within a reasonable period of time. Failure of the bidder to comply with the request may result in the rejection of its bid.
- c. The bid evaluation committee may rectify non-material nonconformities or omissions on the basis of the information or documentation received from the bidder under (b) above.

d) Technical Evaluation Criteria

Technical evaluation shall include the evaluation of all the documents mentioned in the Technical Bid. A bidder shall be considered to be technically qualified in case it meets all the requirements and terms and conditions of the Bid as per the details mentioned in the Selection Criteria Section.

e) Tabulation of Technical Bids

- a. Technical bids shall be tabulated by the bid evaluation committee in the form of a comparative statement to evaluate the qualification of the bidders against the criteria for qualification set out in the bidding document.
- b. The bidders who qualified in the technical evaluation shall be informed in writing about the date, time and place of opening of their financial bids.

18) Evaluation & Tabulation of Financial Bids

Subject to the provisions of Acceptance of Successful Bid and Award of Contract below, the procuring entity shall take following actions for evaluation of financial bids:-

- a) the financial bids of the bidders who qualified in technical evaluation shall be opened at the notified time, date and place by the bid evaluation committee in the presence of the bidders or their representatives who choose to be present;

- b) the process of opening, marking and signing on the financial bids shall be as prescribed in (6) above.
- c) the names of the bidders, the rates given by them and conditions put, if any, shall be read out and recorded;
- d) conditional bids are liable to be rejected;
- e) the evaluation shall include all costs and all taxes and duties applicable to the bidder as per law of the Central/ State Government/ Local Authorities, and the evaluation criteria specified in the bidding documents shall only be applied;
- f) the offers shall be evaluated and marked L1, L2, L3 etc. L1 being the lowest offer and then others in ascending order;

19) Correction of Arithmetic Errors in Financial Bids

The bid evaluation committee shall correct arithmetical errors in substantially responsive bids, on the following basis, namely: -

- a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the bid evaluation committee there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to clause (a) and (b) above.

20) Exclusion of Bids/ Disqualification

- a) A procuring entity shall exclude/ disqualify a bid, if: -
 - a. the information submitted, concerning the qualifications of the bidder, was false or constituted a misrepresentation; or
 - b. the information submitted, concerning the qualifications of the bidder, was materially inaccurate or incomplete; and
 - c. the bidder is not qualified as per pre-qualification/ eligibility criteria mentioned in the bidding document;
 - d. the bid materially departs from the requirements specified in the bidding document or it contains false information;
 - e. the bidder, submitting the bid, his agent or any one acting on his behalf, gave or agreed to give, to any officer or employee of the procuring entity or other governmental authority a gratification in any form, or any other thing of value, so as to unduly influence the procurement process;

- f. a bidder, in the opinion of the procuring entity, has a conflict of interest materially affecting fair competition.
- b) A bid shall be excluded/ disqualified as soon as the cause for its exclusion/ disqualification is discovered.
- c) Decision of a procuring entity to exclude a bid shall be communicated to the concerned bidder in writing.

21) Acceptance of the successful bids and empanelment of agencies

- a) Maximum 4-5 agencies will be empaneled. However, MAP-IT reserves the right to increase or decrease the number of agencies.
- b) Those agencies whose financial bids are opened and are in conformance with RFE terms and conditions will be considered for the empanelment.
- c) These agencies will be given an opportunity to match the rate quoted by successful bidder after the LCBS evaluation.
- d) The offer to match the rate quoted by successful bidder after the LCBS evaluation will be made in the sequence to bidders in ascending order of LCBS etc.
- e) 5 working days will be provided to these agencies to accept the offer to match the rate quoted by successful bidder after the LCBS evaluation.
- f) If the issuance of formal letter of acceptance is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the bidder. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email (if available) to the address of the bidder given in the bidding document. Until a formal contract is executed, the letter of acceptance or LOI shall constitute a binding contract.
- g) The bid security of the bidders whose bids could not be accepted shall be refunded in due course of time after the contract with the empaneled agencies is signed and its performance security is obtained.

22) Information and publication of award

Information of award of contract shall be communicated to all participating bidders and published on the respective website(s) as specified in NIT.

23) Procuring entity's right to accept or reject any or all bids

The Procuring entity reserves the right to accept or reject any bid, and to annul (cancel) the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the bidders.

24) Work Order Issued to Bidders under Rate Contract

- a) As per the project requirements, from time to time, the Purchaser shall issue work order to the selected bidder(s) for the services, however the rate contract does not

guarantee the bidder to receive any minimum / committed number of work order (/s) from MAP_IT

- b) The work order shall specify the quantity of services to be provided along with other related details and schedule for delivery of services.
- c) The first right of refusal shall be given to the L1 bidder as per the LCBS Evaluation.

25) Performance Security Deposit (PSD)

- a) EMD of Rs. 1,00,000/- (Rupees One Lakh) in Demand Draft/ Bank Guarantee drawn on any Scheduled Bank in favour of “MAPIT Bhopal” payable at “Bhopal”. This amount will be converted in PSD for all the empanelled agencies.
- b) In case of the security deposit of Rs 1 Lakh is submitted in the form of irrevocable Bank Guarantee (issued under Negotiable Instruments Act 1882 as amended from time to time), the same needs to be converted/renewed into Performance security deposit as furnished in the specified form. The converted/renewed irrevocable PSD (issued under Negotiable Instruments Act 1882 as amended from time to time) should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period. The PSD should be submitted before the signing of the contract.
- c) Forfeiture of Security Deposit: Security amount in full or part may be forfeited, including interest, if any, in the following cases:-
 - i. When any terms and condition of the contract is breached.
 - ii. When the bidder fails to make complete supply satisfactorily.
 - iii. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
- d) Notice will be given to the bidder with reasonable time before PSD deposited is forfeited.
- e) No interest shall be payable on the PSD.

26) Execution of agreement

- a) A rate contract agreement shall come into force from the date on which the letter of acceptance or letter of intent is despatched to the bidder.
- b) The successful bidder shall sign the rate contract agreement within 7 days from the date on which the letter of acceptance or letter of intent is despatched to the successful bidder.
- c) If the bidder, whose bid has been accepted, fails to sign a written rate contract agreement or fails to furnish the required performance security within specified period, the procuring entity shall take action against the successful bidder as per the provisions of the bidding document and Act. The procuring entity may, in such case, cancel the procurement process or if it deems fit, offer for acceptance the rates of lowest or most

advantageous bidder to the next lowest or most advantageous bidder, in accordance with the criteria and procedures set out in the bidding document.

d) The bidder will be required to execute the agreement on a non-judicial stamp of specified value at its cost and to be purchase from anywhere in Madhya Pradesh only.

27) Confidentiality

a) Notwithstanding anything contained in this bidding document but subject to the provisions of any other law for the time being in force providing for disclosure of information, a procuring entity shall not disclose any information if such disclosure, in its opinion, is likely to: -

- a. impede enforcement of any law;
- b. affect the security or strategic interests of India;
- c. affect the intellectual property rights or legitimate commercial interests of bidders;
- d. affect the legitimate commercial interests of the procuring entity in situations that may include when the procurement relates to a project in which the procuring entity is to make a competitive bid, or the intellectual property rights of the procuring entity.

b) The procuring entity shall treat all communications with bidders related to the procurement process in such manner as to avoid their disclosure to competing bidders or to any other person not authorised to have access to such information.

c) The procuring entity may impose on bidders and sub-contractors, if there are any for fulfilling the terms of the procurement contract, conditions aimed at protecting information, the disclosure of which violates (a) above.

d) In addition to the restrictions specified above, the procuring entity, while procuring a subject matter of such nature which requires the procuring entity to maintain confidentiality, may impose condition for protecting confidentiality of such information.

28) Cancellation of procurement process

a) If any procurement process has been cancelled, it shall not be reopened but it shall not prevent the procuring entity from initiating a new procurement process for the same subject matter of procurement, if required.

b) A procuring entity may, for reasons to be recorded in writing, cancel the process of procurement initiated by it -

- a. at any time prior to the acceptance of the successful bid; or
- b. after the successful bid is accepted in accordance with (d) and (e) below.

c) The procuring entity shall not open any bids or proposals after taking a decision to cancel the procurement and shall return such unopened bids or proposals.

- d) The decision of the procuring entity to cancel the procurement and reasons for such decision shall be immediately communicated to all bidders that participated in the procurement process.
- e) If the bidder whose bid has been accepted as successful fails to sign any written procurement contract as required, or fails to provide any required security for the performance of the contract, the procuring entity may cancel the procurement process.
- f) If a bidder is convicted of any offence under the Act, the procuring entity may: -
 - a. cancel the relevant procurement process if the bid of the convicted bidder has been declared as successful but no procurement contract has been entered into;
 - b. rescind (cancel) the relevant contract or forfeit the payment of all or a part of the contract value if the procurement contract has been entered into between the procuring entity and the convicted bidder.

29) Code of Integrity for Bidders

- a) No person participating in a procurement process shall act in contravention of the code of integrity prescribed by the State Government.
- b) The code of integrity include provisions for: -
 - a. Prohibiting
 - i. any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
 - ii. any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
 - iii. any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
 - iv. improper use of information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process or for personal gain;
 - v. any financial or business transactions between the bidder and any officer or employee of the procuring entity;
 - vi. any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
 - vii. any obstruction of any investigation or audit of a procurement process;
 - b. disclosure of conflict of interest;
 - c. disclosure by the bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other procuring entity.

c) Without prejudice to the provisions below, in case of any breach of the code of integrity by a bidder or prospective bidder, as the case may be, the procuring entity may take appropriate measures including: -

- a. exclusion of the bidder from the procurement process;
- b. calling-off of pre-contract negotiations and forfeiture or encashment of bid security;
- c. forfeiture or encashment of any other security or bond relating to the procurement;
- d. recovery of payments made by the procuring entity along with interest thereon at bank rate;
- e. cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;

30) Interference with Procurement Process

A bidder, who: -

- a) withdraws from the procurement process after opening of financial bids;
- b) withdraws from the procurement process after being declared the successful bidder;
- c) fails to enter into procurement contract after being declared the successful bidder;

Security Deposit will be forfeited.

31) Appeals

a) Subject to “Appeal not to lie in certain cases” below, if any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of the Act or the rules or guidelines issued thereunder, he may file an appeal to such officer of the procuring entity, as may be designated by it for the purpose, within a period of <10> days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds.

No information which would impair the protection of essential security interests of India, or impede the enforcement of law or fair competition, or prejudice the legitimate commercial interests of the bidder or the procuring entity, shall be disclosed in a proceeding under an appeal.

32) Monitoring of Contract

a) An officer or a committee of officers named Monitoring Committee (MC) may be nominated by procuring entity to monitor the progress of the contract during its delivery period.

- b) During the delivery period the MC shall keep a watch on the progress of the contract and shall ensure that quantity of goods and service delivery is in proportion to the total delivery period given, if it is a severable contract, in which the delivery of the goods and service is to be obtained continuously or is batched. If the entire quantity of goods and service is to be delivered in the form of completed work or entire contract like fabrication work, the process of completion of work may be watched and inspections of the selected bidder's premises where the work is being completed may be inspected.
- c) If delay in delivery of goods and service is observed a performance notice would be given to the selected bidder to speed up the delivery.
- d) Any change in the constitution of the firm, etc. shall be notified forth with by the contractor in writing to the procuring entity and such change shall not relieve any former member of the firm, etc., from any liability under the contract.
- e) No new partner/ partners shall be accepted in the firm by the selected bidder in respect of the contract unless he/ they agree to abide by all its terms, conditions and deposits with the procuring entity through a written agreement to this effect. The bidder's receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the contract.
- f) The selected bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of procuring entity.

6. GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT

Bidders should read these conditions carefully and comply strictly while sending their bids.

Definitions

For the purpose of clarity, the following words and expressions shall have the meanings hereby assigned to them: -

- a) “Contract” means the Agreement entered into between the Procuring Authority(ies) and the successful/ selected bidder, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- b) “Contract Documents” means the documents listed in the Agreement, including any amendments thereto.
- c) “Contract Price” means the price payable to the successful/ selected bidder as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- d) “Day” means a calendar day.
- e) “Delivery” means the transfer of the Services from the successful/ selected bidder to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- f) “Completion” means the fulfilment of the related services by the successful/ selected bidder in accordance with the terms and conditions set forth in the Contract.
- g) “Purchaser”/“Procuring Authority” means the entity procuring the services, as specified in the bidding document.
- h) “Related Services” means the services incidental to the training, and other similar obligations of the successful/ selected bidder under the Contract.
- i) “Supplier/ Successful or Selected bidder” means the person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the successful/ selected bidder.
- j) “The Site,” where applicable, means the designated project place(s) named in the bidding document.

Note: The bidder shall be deemed to have carefully examined the conditions of the services to be rendered. If the bidder has any doubts as to the meaning of any portion of these conditions, he shall, before submitting the Bid and signing the contract refer the same to the procuring entity and get clarifications.

1) Contract Documents

Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

2) Interpretation

- a) If the context so requires it, singular means plural and vice versa.
- b) Entire Agreement: The Contract constitutes the entire agreement between the Procuring Authority(ies) and the Selected bidder and supersedes all communications, negotiations and

agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

c) Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

d) Non-waiver: Subject to the condition (f) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

e) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

f) Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

3) Language

a) The Contract as well as all correspondence and documents relating to the Contract exchanged by the successful/ selected bidder and the Procuring Authority, shall be written in English language only. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the special conditions of the contract, in which case, for purposes of interpretation of the Contract, this translation shall govern.

b) The successful/ selected bidder shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

4) Notices

a) Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the contract. The term "in writing" means communicated in written form with proof of dispatch and receipt.

b) A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.

5) Governing Law

The Contract shall be governed by and interpreted in accordance with the laws of the Madhya Pradesh State/ the Country (India), unless otherwise specified in the contract.

6) Scope of Services

a) Subject to the provisions in the bidding document and contract, the services to be provided shall be as specified in the bidding document.

b) Unless otherwise stipulated in the Contract, the scope of services shall include all such details/related activities not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining delivery of the services as if such details/related activities were expressly mentioned in the Contract.

7) Delivery of services

- a) Subject to the conditions of the contract, the delivery of the services and completion shall be in accordance with the schedule approved and provided to the selected bidder by MAP_IT.
- b) The contract for the services can be repudiated at any time by the Officer in charge, if the service delivery is not made to his satisfaction after giving an opportunity to the bidder of being heard and recording the reasons for repudiation.

8) Selected Bidder's Responsibilities

The Selected Bidder shall deliver services included in the scope of work in accordance with the provisions of bidding document and/ or contract.

9) Purchaser's Responsibilities

- a) The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with the general and special conditions of the contract.

10) Contract Price

- a) The Contract Price shall be paid as specified in the contract subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.
- b) Prices charged by the Selected Bidder for the Services performed under the Contract shall not vary from the prices quoted by the Selected Bidder in its bid, with the exception of any price adjustments authorized in the special conditions of the contract.

11) Recoveries from Selected Bidder

- a) Recovery of liquidated damages or penalties shall be made ordinarily from bills.
- b) The Procurement Officer shall withhold amount to the extent of shortcomings of the delivery of services unless these are completed as per the satisfaction of the Procurement Officer. In case of failure to withhold the amount, it shall be recovered from his dues and performance security deposit available with MAP_IT.
- c) The balance, if any, shall be demanded from the Selected Bidder and when recovery is not possible, the Procurement Officer shall take recourse to law in force.

12) Taxes & Duties

- a) **The Madhya Pradesh Value Added Tax and Service Tax, if applicable, should not be included in the bid price and shall be paid/deducted at source by MAP_IT separately on prevailing rates. All other taxes, duties, license fee and levies shall be include in the bid price.**
- b) TDS, if applicable for any tax, shall be done as per law in force at the time of execution of the contract.
- c) If any tax exemptions, reductions, allowances or privileges may be available to the successful/ selected bidder in India, the Purchaser shall use its best efforts to enable the successful/ selected bidder to benefit from any such tax savings to the maximum allowable extent.

13) Copyright

The copyright in all materials containing data and information furnished to the Purchaser by the Selected Bidder herein shall remain vested in the MAP_IT, or, if they are furnished to the

Purchaser directly or through the Selected Bidder by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

14) Confidential Information

a) The Purchaser and the Selected Bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.

b) The Selected Bidder may furnish to its Subcontractor, if permitted, such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Selected Bidder shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Selected Bidder.

c) The Purchaser shall not use such documents, data, and other information received from the Selected Bidder for any purposes unrelated to the Contract. Similarly, the Selected Bidder shall not use such documents, data, and other information received from the Purchaser for any purpose other than the procurement, or other work and services required for the performance of the Contract.

d) The obligation of a party under sub-clauses above, however, shall not apply to information that: -

- i. the Purchaser or Selected Bidder need to share with MAP_IT or other institutions participating in the Contract;
- ii. now or hereafter enters the public domain through no fault of that party;
- iii. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
- iv. otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

e) The above provisions shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the supply or any part thereof.

f) The provisions of this clause shall survive completion or termination, for whatever reason, of the Contract.

15) Sub-contracting

a) The bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of Purchaser/ Tendering Authority.

b) If permitted, the selected bidder shall notify the Purchaser, in writing, of all subcontracts awarded under the Contract, if not already specified in the Bid. Subcontracting shall in no event relieve the Selected Bidder from any of its obligations, duties, responsibilities, or liability under the Contract.

c) Subcontractors, if permitted, shall comply with the provisions of bidding document and/ or contract.

16) Specifications and Standards

The services supplied under this Contract shall conform to the standards mentioned in bidding document and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate.

17) Extension in Delivery Period and Liquidated Damages (LD)

a) Except as provided under clause “Force Majeure”, if the selected bidder fails to deliver any or all of the Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in (d) below for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the bidding document and/ or contract. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to clause “Termination”.

b) The time specified for delivery in the bidding document shall be deemed to be the essence of the contract and the selected bidder shall arrange services within the specified period.

c) Delivery period may be extended with or without liquidated damages, if the delay in the delivery of services is on account of hindrances beyond the control of the selected bidder.

i. The selected bidder shall request in writing to the Purchaser giving reasons for extending the delivery period of service, if he finds himself unable to complete the service within the stipulated delivery period or is unable to maintain prorate progress in the service delivery. This request shall be submitted as soon as a hindrance in delivery of service occurs or within 15 days from such occurrence but before expiry of stipulated period of completion of delivery of service after which such request shall not be entertained.

ii. The Purchaser shall examine the justification of causes of hindrance in the delivery of service and the period of delay occurred due to that and recommend the competent authority on the period of extension which should be granted with or without liquidated damages.

iii. Normally, extension in delivery of service may be considered without liquidated damages when delay has occurred due to delay in details etc. if the MAP_IT was required to provide them to the service provider as per terms of the contract.

iv. If the competent authority agrees to extend the delivery period/ schedule, an amendment to the contract with suitable denial clauses and with or without liquidated damages, as the case may be, shall be issued. The amendment letter shall mention that no extra price or additional cost for any reason, what so ever beyond the contracted cost shall be paid for the delayed delivery of service.

v. It shall be at the discretion of the concerned authority to accept or not to accept the services rendered by the contractor after the expiry of the stipulated delivery period, if no formal extension in delivery period has been applied and granted. The competent authority shall have right to cancel the contract with respect to undelivered service.

vi. If MAP_IT is in need of the service rendered after expiry of the stipulated delivery period, it may accept the services and issue a letter of extension in delivery period with usual liquidated damages and denial clauses to regularize the transaction

d) In case of extension in the delivery period is granted with full liquidated damages, the recovery shall be made on the basis of following percentages of value of service which the selected bidder has failed to provide: -

Sr. No.	Condition	LD %*
a.	Delay up to one fourth period of the prescribed period of delivery of work	2.5 %
b.	Delay exceeding one fourth but not exceeding half of the prescribed period of delivery of work	5.0 %
c.	Delay exceeding half but not exceeding three fourth of the prescribed period of delivery of work	7.5 %
d.	Delay exceeding three fourth of the prescribed period of delivery of work	10.0 %
e.	Non-availability of agreed Trainer	10.0%

i. Fraction of a day in reckoning period of delay in work shall be eliminated, if it is less than half a day.

ii. The maximum amount of liquidated damages shall be 10% against the work order.

iii. *The percentage refers to the payment due for the associated milestone for service.

iv. LD shall be applicable on item mentioned in Sr. No. 1 of the Financial Bid format.

18) Limitation of Liability

Except in cases of gross negligence or wilful misconduct: -

a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the selected bidder to pay liquidated damages to the Purchaser; and

b) the aggregate liability of the selected bidder to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract.

19) Force Majeure

a) The selected bidder shall not be liable for forfeiture of its PSD, LD, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

b) For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the selected bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the selected bidder. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

c) If a Force Majeure situation arises, the selected bidder shall promptly notify the MAP_IT in writing of such conditions and cause thereof within 15 days of occurrence of such event. Unless

otherwise directed by MAP_IT, the selected bidder shall continue to perform its obligations under the contract as far as reasonably practical.

d) If the performance in whole or part or any obligation under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party at its option may terminate the contract without any financial repercussion on either side.

e) In case a Force Majeure situation occurs with the MAP_IT, the MAP_IT may take the case with the selected bidder on similar lines.

20) Change Orders and Contract Amendments

a) The Purchaser may at any time order the selected bidder through Notice, to make changes within the general scope of the Contract in any one or more of the following: -

i. the method of training;

ii. the participants of training; and

iii. the related services to be provided by the selected bidder.

b) If any such change causes an increase or decrease in the cost of, or the time required for, the selected bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Schedule, or both, and the Contract shall accordingly should be amended. Any claims by the selected bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the selected bidder's receipt of the Purchaser's change order.

c) Prices to be charged by the selected bidder for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the selected bidder for similar services.

21) Termination

Termination for Default

i. The tender sanctioning authority of MAP_IT may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the selected bidder, terminate the contract in whole or in part: -

a. If the selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by MAP_IT; or

b. If the selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or

c. If the selected bidder, in the judgement of the Purchaser, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.

d. If the selected bidder commits breach of any condition of the contract.

ii. If MAP_IT terminates the contract in whole or in part, amount of PSD may be forfeited.

iii. Before cancelling a contract and taking further action, advice of senior most finance person available in the office and of legal adviser or legal assistant posted in the office, if there is one, may be obtained.

Termination for Insolvency

MAP_IT may at any time terminate the Contract by giving a written notice of at least 30 days to the selected bidder, if the selected bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the selected bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to MAP_IT.

Termination for Convenience

i. MAP_IT, by a written notice of at least 30 days sent to the selected bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the selected bidder under the Contract is terminated, and the date upon which such termination becomes effective.

ii. Depending on merits of the case the selected bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.

22) Settlement of Disputes

a) General: If any dispute arises between the selected bidder and MAP_IT during the execution of a contract that should be amicably settled by mutual discussions. However, if the dispute is not settled by mutual discussions, a written representation will be obtained from the selected bidder on the points of dispute. The representation so received shall be examined by the concerned Procurement Committee which sanctioned the tender. The Procurement Committee may take legal advice of a counsel and then examine the representation. The selected bidder will also be given an opportunity of being heard. The Committee will take a decision on the representation and convey it in writing to the selected bidder.

b) Standing Committee for Settlement of Disputes: If a question, difference or objection arises in connection with or out of the contract/ agreement or the meaning of operation of any part, thereof or the rights, duties or liabilities of either party have not been settled by mutual discussions or the decision of tender sanctioning Procurement Committee, it shall be referred to the empowered standing committee for decision, if the amount of the claim is more than Rs. 100,000/-. The empowered standing committee shall consist of following members: - (MAP_IT)

CEO MAP_IT : CEO

Additional CEO, MAP_IT : Member

Deputy Director/OSD, MAP_IT : Member

Deputy Director (Finance), MAP_IT : Member

A Legal Expert to be nominated by the CEO : Member

c) Procedure for reference to the Standing Committee: The selected bidder shall present his representation to the Additional CEO, MAP_IT along with a fee equal to two percent of the amount of dispute, not exceeding Rupees One Lakh, within one month from the date of communication of decision of the tender sanctioning Procurement Committee. The officer-in-

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charge of the project who was responsible for taking delivery of the service from the selected bidder shall prepare a reply of representation and shall represent the MAP_IT's stand before the standing committee. From the side of the selected bidder, the claim case may be presented by himself or through a lawyer. After hearing both the parties, the standing committee shall announce its decision which shall be final and binding both on the selected bidder and MAP_IT.

d) Legal Jurisdiction: All legal proceedings arising out of any dispute between both the parties regarding a contract shall be settled by a competent court having jurisdiction over the place, where agreement has been executed and by no other court, after decision of the standing committee for settlement of disputes.

7. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT

1) Payment Terms and Schedule

a) Payment schedule - Payments to the bidder, after successful completion of the target milestones (including specified project deliverables), would be made as under: -

Sr. No.	Deliverable	Payment	Conditions
For Each Training Batch			
1	(I) Support material/hand-outs adapted to each module (II) 35-hour Project Management Training Certificates to participants of the Batch (III) Receipt of all participants for the training kit (IV) Summary of Mock Test Results (V) Filled Evaluation Forms from all participants	75% of the cost of training per batch for each batch of training will be released after the submission of Training report with all the required documents mentioned in the RFE.. Remaining 25% amount will be released on a quarterly basis after the review of the feedback form & SLA.	Payment would be released after approval of the quality and content of support material and submission of all said documents and invoice in triplicate to MAP_IT.

b) All payments would be made on actual basis only. It is clarified that payment for a training program will include a fixed cost per batch as given at Sr. No. 1 of Financial Bid Format (for number of participants from 10 to 15). (For example if number of participants in a batch is 12, than a fixed payment will be made for 15 members). A batch will only start when number of participants are at least 10 & maximum up to 30.

c) If the number of participants is more than 15, cost of training per additional participant will be paid as per actuals. (For example if number of participants in a batch is 20, than additional payments will be made for 5 members).

d) Payment for Training Kit at the rate of Rs 1500 per kit shall be made as per actuals.

e) The selected bidder's request for payment shall be made to the purchaser in writing, accompanied documents mentioned in point (f) below, describing, as appropriate, the services performed, and by the required documents submitted pursuant to general conditions of the contract and upon fulfilment of all the obligations stipulated in the Contract.

f) Documents required, whichever applicable along with documents for desired deliverables, to be submitted to MAP_IT for Payment (in Triplicate):

a. Training Completion Certificate signed by nodal officer: This shall be a document mentioning the start and end date for each program, along with information about delay, rescheduling etc. if any.

b. Training Report approved by MAP_IT: The training report shall include a copy of all the certificates provided to the participants for each batch and also details about proceedings during the training.

- c. Attendance Sheets
- d. Training Feedback Forms
- e. Bills/Invoices
- f. SLA attainment reports

g) Due payments shall be made promptly by the purchaser, generally within thirty (45) days after submission of an invoice and request for payment by the selected bidder, and the purchaser has accepted it.

h) The currency or currencies in which payments shall be made to the selected bidder under this Contract shall be Indian Rupees (INR) only.

i) All remittance charges will be borne by the selected bidder.

j) In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.

k) Any penalties and/or liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments for the respective deliverables.

l) Taxes, as applicable, will be deducted/paid as per the prevalent rules and regulations.

2) Service Level Standards/ Requirements/ Agreement:

The following are the service levels and associated penalties

Sr. No.	Activity	Service Description	Measurement Parameter	Service Level	Penalty	Remarks
1	Delivery of 35-hour Project Management Training	The training quality should be above par.	Average feedback rating by the trainees calculated for the training batch	Average Rating ≥ 7.5 (10 point scale)	1) 5% of cost of training of the concerned batch for average rating between 6.5 to 7.4. 2) Between 5.5 to 6.4 10% of cost of training of the concerned batch. 3) Below 5.5 points the contract maybe liable for termination.	1. Penalty will not be more than 10% of the total value mentioned in the work order 2. Rating will be considered on the parameters of Delivery, Content & Trainer.
		Training delivery by the agreed Trainer	Presence of agreed Trainer	Agreed Trainer not present	5% of cost of training of the concerned batch for the absence of agreed Trainer.	Penalty will be not more than 10% of the total value mentioned in the work order if the Replacement of the agreed Trainer by a non-agreed trainer
		Customized Training Content	Delivery of Customized Content	Customized Training Content not provided within a month of signing the contract	Contract maybe liable for termination.	Contract maybe liable for termination if Customized training content is not provided within a month of signing the contract.

		Commence next batch of training as per agreed schedule	No. of requests for reschedule ment with less than 5 calendar days' notice	NA	For each such request, 10% of the training cost of the concerned batch	
		After start of each training phase, adhere to the training schedule	Trainer late for 1-2 hours from the scheduled time	NA	5% of cost of training of the concerned batch	Penalty will be not more than 10% of the total value mentioned in the work order. Contract maybe liable for termination if Trainer is late by more than 3 hours from the scheduled time
			Trainer late for 2-3 hours from the scheduled time	NA	10% of cost of training of the concerned batch	
			Trainer late for more than 3 hours from the scheduled time	NA	Contract maybe liable for termination.	

ANNEXURE-1: CONTACT PERSON FORMAT {to be filled by the bidder}**Name of the Company/Firm:****Name of Person(s) Representing the Company/ Firm:**

Name of Person	Designation	Email-ID(s)	Tel. Nos. & Fax Nos.

Company/Firm Contacts:

Contact Person(s)	Address for Correspondence	Email-ID(s)	Tel. Nos. & Fax Nos.

ANNEXURE-2: SELF-DECLARATION {to be filled by the bidder}

To,
{Procuring entity},

In response to the NIT Ref. No. _____ dated _____ for
{Project Title}, as an Owner/ Partner/ Director/ Auth. Sign. of
_____, I/ We hereby declare that presently our
Company/ firm _____, at the time of bidding,: -

- a) possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
- b) have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
- c) is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT.
- d) does not have any previous transgressions with any entity in India or any other country during the last three years
- e) does not have any debarment by any other procuring entity
- f) is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons;
- g) does not have, and our directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- h) does not have a conflict of interest as mentioned in the bidding document which materially affects the fair competition.
- i) will comply with the code of integrity as specified in the bidding document.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable Act and Rules thereto prescribed by GoMP, my/ our security may be forfeited in full and our bid, to the extent accepted, may be cancelled.

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Landline and Mobile no.:

e-mail:

Seal of the Organization

Date: _____

Place: _____

ANNEXURE-3: FINANCIAL BID COVER LETTER & FORMAT

{to be submitted by the bidder on his Letter head}

To,
{Procuring Entity},

_____,
Reference: NIT No. : _____ Dated: _____

Dear Sir,

We, the undersigned bidder, Having read & examined in detail, the Bidding Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to work as mentioned in the Scope of the work, Service Level Standards & in conformity with the said bidding document for the same.

I/ We undertake that the prices are in conformity with the specifications prescribed. The quote/ price are inclusive of all cost likely to be incurred for executing this work. The prices are inclusive of all type of govt. taxes/duties as mentioned in the financial bid (BoQ).

I / We undertake, if our bid is accepted, to deliver the services in accordance with the work order.

I/ We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee as prescribed in the bidding document.

I / We agree to abide by this bid for a period of _____ days after the last date fixed for bid submission and it shall remain binding upon us and may be accepted at any time before the expiry 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.

I/ We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

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

We agree to all the terms & conditions as mentioned in the bidding document and submit that we have not submitted any deviations in this regard.

Date:
Authorized Signatory
Name:
Designation:

Financial Bid Format**RFE No. 01/PMF/MAP_IT/2016/ 2641 (2nd Call)****A) Training cost for Project Management for a batch:**

Sr. No.	Item No. and Description	Unit	Qty (A)	Base Unit Cost in INR excluding Service Tax and MP VAT (B)	Base Unit Cost in INR including Service Tax and MP VAT (C)	Total Cost in INR including Service Tax and MP VAT (A)x(C)
1	Training fees for 5 days Training on Project Management for Implementers (all other costs to complete scope of work other than Training Kit)	Per Batch (15 Participants)	1			
2	5 days Training on Project Management per additional participant to the batch as provided at Sr. No. 1	Per Participant	10 (For evaluation purpose)			
Total Amount (In Figures): INR						
Total Amount (In Words): INR						

Date:

Authorized Signatory

Name:

Designation:

ANNEXURE-4: DRAFT AGREEMENT FORMAT {to be mutually signed by selected bidder and procuring entity}

This Contract is made and entered into on this _____day of _____, 2016 by and between Madhya Pradesh Agency for Promotion of Information & Technology (MAP_IT), having its head office at State IT Centre, 47-A, Arera Hills, Bhopal, Madhya Pradesh (herein after referred to as Purchaser/ MAP_IT) which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and assignees on ONE PART

And

M/s _____, a legal entity registered in India under _____ with its registered office at _____ (herein after referred as the “Successful Bidder/ Supplier”) which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and assignees on the SECOND PART.

Whereas,

Purchaser is desirous of appointing an agency for <project title> as per the Scope of Work and Terms and Conditions as set forth in the RFE document dated _____ of <NIT No _____>.

And whereas

M/s _____ represents that it has the necessary experience for carrying out the overall work as referred to herein and has submitted a bid and subsequent clarifications for providing the required services against said NIT and RFE document issued in this regard, in accordance with the terms and conditions set forth herein and any other reasonable requirements of the Purchaser from time to time.

And whereas

Purchaser has accepted the bid of successful bidder and has placed the Work Order vide Letter No. _____ dated _____, on which successful bidder has given their acceptance vide their Letter No. _____ dated _____.

And whereas

The successful bidder has deposited a sum of Rs. _____/- (Rupees _____) in the form of _____ ref no. _____ dated _____ of _____ Bank and valid up to _____ as security deposit for the due performance of the contract.

Now it is hereby agreed to by and between all the parties as under: -

1. The NIT Ref. No. _____ dated _____ and RFE document dated _____ issued by MAP_IT along with its enclosures/ annexures, wherever applicable, are deemed to be taken as part of this contract and are binding on both the parties executing this contract.
2. In consideration of the payment to be made by MAP_IT to successful bidder at the rates set forth in the work order no. _____ dated _____ will duly provide the training set forth in the Scope of Work thereof and provide related services in the manner set forth in the RFE, along with its enclosures/ annexures and Technical Bid along with subsequent clarifications submitted by successful bidder.

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3. The MAP_IT do hereby agree that if successful bidder shall duly provide services in the manner aforesaid observe and keep the said terms and conditions of the RFE and Contract, the MAP_IT will pay or cause to be paid to successful bidder, at the time and the manner set forth in the said conditions of the RFE, the amount payable for each and every project milestone & deliverable. The mode of Payment will be as specified in the RFE document.

4. The timelines for the prescribed Scope of Work, requirement of services shall be effected from the date of work order i.e. _____ and completed by successful bidder within the period as specified in the RFE document.

5. In case of extension in the completion period with liquidated damages, the recovery shall be made on the basis of following percentages of value of works which successful bidder has failed to complete: -

a) Delay up to one fourth period of the prescribed delivery period, successful installation & completion of work	2.5%
b) Delay exceeding one fourth but not exceeding half of the prescribed delivery period & completion of work.	5.0%
c) Delay exceeding half but not exceeding three fourth of the prescribed delivery period & completion of work.	7.5%
d) Delay exceeding three fourth of the prescribed delivery period & completion of work.	10.0%
e) Non-availability of premises & infrastructure on part of bidder	10.0%

Note:

i. Fraction of a day in reckoning period of delay in services shall be eliminated if it is less than half a day.

ii. The maximum amount of agreed liquidated damages shall be 10%.

iii. If successful bidder requires an extension of time in completion of contractual services on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the work order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of services.

iv. Delivery period may be extended with or without liquidated damages if the delay in the supply of goods in on account of hindrances beyond the control of successful bidder.

6. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided as per the procedure mentioned in the RFE document.

In witness whereof the parties have caused this contract to be executed by their Authorized Signatories on this ____day of _____, 2016.

Signed By:	Signed By:
() Designation:	CEO, MAP_IT
Company:	
<i>In the presence of:</i>	<i>In the presence of:</i>
() Designation: Company:	() Designation: Department of Science & Technology, Govt. of Madhya Pradesh
() Designation: Company:	() Designation: Department of Science & Technology, Govt. of Madhya Pradesh

ANNEXURE 5: BANK GUARANTEE FOR PERFORMANCE SECURITY

To

[The *****acting through***** *****]

In consideration of ***** acting on behalf of the [*****] (hereinafter referred as the “Authority”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s, having its office at (hereinafter referred as the “Agency” which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Agreement no. Dated valued at Rs. (Rupees), (hereinafter referred to as the “Agreement”) Services for **providing Project Management training to officials from various departments of Government of Madhya Pradesh** For MAP_IT, and the Agency having agreed to furnish a Bank Guarantee amounting to Rs. (Rupees) to the Authority for performance of the said Agreement.

1. We, (hereinafter referred to as the “Bank”) at the request of the Agency do hereby undertake to pay to the Authority an amount not exceeding Rs. (Rupees) against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any breach by the said Agency of any of the terms or conditions contained in the said Agreement.

2. We, (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Authority stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Authority by reason of breach by the said Agency of any of the terms or conditions contained in the said Agreement or by reason of the Agency’s failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. (Rupees).

3. We, (indicate the name of Bank) undertake to pay to the Authority any money so demanded notwithstanding any dispute or disputes raised by the Agency in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Agency shall have no claim against us for making such payment.

4. We, (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Authority under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Authority certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Consultant and accordingly

discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of one year from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.

5. We, (indicate the name of Bank) further agree with the Authority that the Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Consultant from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said Consultant and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Consultant or for any forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Consultant or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant(s).

7. We, (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing.

8. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. *** Lakh (Rupees ***** Lakh) only. The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 2 hereof, on or before [*** (indicate date falling 180 days after the date of this Guarantee)].

For

Name of Bank:

ANNEXURE 6: CURRICULUM VITAE (CV) OF KEY PERSONNEL

General Information	
Name of the person	
Current Designation / Job Title	
Current job responsibilities	
Proposed Role in the Project	
Proposed Responsibilities in the Project	
Academic Qualifications: <ul style="list-style-type: none"> • Degree • Academic institution graduated from • Year of graduation • Specialization (if any) • Key achievements and other relevant information (if any) 	
Professional Certifications (if any)	
Total number of years of experience	
Number of years with the current company	
Summary of the Professional / Domain Experience	
Number of complete life cycle implementations carried out	
The names of customers (Please provide the relevant names)	
Past assignment details (For each assignment provide details regarding name of organizations worked for, designation, responsibilities, tenure) Prior Professional Experience covering: Organizations worked for in the past <ul style="list-style-type: none"> o Organization name o Duration and dates of entry and exit o Designation Location(s) o Key responsibilities 	
Prior project experience <ul style="list-style-type: none"> o Project name o Client o Key project features in brief o Location of the project o Designation o Role o Responsibilities and activities o Duration of the project Please provide only relevant projects.	
Proficient in languages (Against each language listed indicate if speak/read/write)	

Pls submit along with the undertaking duly signed by the faculty
 Project Management Framework – MAP_IT

ANNEXURE 7: DEPARTMENT DETAILS**Total Number of Target Audience considered from respective departments:****Note: Nos. are indicative in nature**

Sr. No.	Name of Department	No. of Implementers
1	Public Works Department	150
2	Water Resources Department	150
3	Urban Administration and Development	150
4	Public Health and Engineering	150
5	Energy	150
6	Commerce and Industries	90
7	Science & Technology	30
8	Renewable Energy	30
9	School Education	15
10	Technical Education	15
11	Tourism	15
12	Medical Education	15
13	Health	10
14	Fisheries	4
15	Women & Child Development	10
16	Revenue	10
17	Labour	10
18	Law	4
19	Collectorate	12
Total:		1020

ANNEXURE 8: TOPICS PROPOSED FOR IMPLEMENTORS

Phase 1 Training for Implementers (Indicative):			
Day	Session time	Topic	Sub-topics
1	Morning	Inauguration Introduction and Project Management Framework, Project Organization and Project Management Process overview	Definition: Project, Project Management, Project Governance, Project Life cycle, Project Organization Structures, Enterprise environmental factors, Organizational Process assets, Project Process categories, Process groups and knowledge areas
	Afternoon	Project Initiation and stakeholders Identification	Collect requirements, define scope
	15:15 – 15:30	Tea Break	
	Afternoon	Plan Project Scope	Create WBS and establish Scope baseline
	16:30 – 17:15	Test	
2	Morning	Recap day 1 Develop Project Schedule	Define activities, develop network diagram, estimate activity resources, estimate activity duration, schedule development
	13:00 – 14:00	Lunch break	
		Project Cost Management	Estimate cost, determine budget
	Afternoon	Earned value Analysis	Schedule variance and cost variance, schedule performance index and cost performance index, Forecasting through Estimate at Completion and To-Cost Performance Index
	17:00 – 17:30	Test and review	
3	Morning	Plan Project Quality, HR and Communication	Plan Quality, Perform Quality Assurance and Perform Quality Control
	13:00 – 14:00	Lunch break	
	Afternoon	Plan Project Risk	Plan Risk Management, identify risks, Perform risk analysis (Qualitative and Quantitative)
	16:30 – 17:30	Plan Project Risk Test and Review	Plan Risk Responses
4	Morning	Project Procurement Management	Plan Procurement
	13:00 – 14:00	Lunch break	

	Afternoon	Project Integration Management	Develop Project Management Plan
	15:00 – 17:30	Execution Process Group	Direct and Manage Project Execution and other auxiliary Processes
5	Morning	Recap day 4 Monitoring and Control Process group	Monitor and control Project work, Perform Integrated Change and Closing process group
	Afternoon	Closing Process Group	
	16:30 – 17:15	Test and Review and Program Closure	

ANNEXURE 9: FORMAT FOR POWER OF ATTORNEY

(To be provided in original as part of **Technical Proposal (Envelope – 2)** on stamp paper of value required under law duly signed by ‘lead bidder’ for the tender)

Dated: _____

POWER OF ATTORNEY

To Whomsoever It May Concern

Know all men by these presents, we _____ (name and registered office address of the Bidder) do hereby constitute, appoint and authorize Mr. _____ (Name of the Person(s)), domiciled at _____ (Address), acting as _____ (Designation and the name of the firm), as Authorized Signatory and whose signature is attested below, as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for **“Empanelment of REP’s for Project Management Training in the State of Madhya Pradesh”**, vide Invitation for Tender (Tender Document)

Document dated _____, issued by The CEO,MAP_IT, including signing and submission of all documents and providing information and responses to clarifications / enquiries etc. as may be required by MAP_IT or any governmental authority, representing us in all matters before MAP_IT, and generally dealing with MAP_IT in all matters in connection with our Proposal for the said Project.

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

For -----

(Signature)

(Name, Title and Address)

Accept

(Attested signature of Mr _____)

(Name, Title and Address of the Attorney)

Notes:

- To be executed by the Bidder
- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the executants(s).

ANNEXURE-10- DECLARATION FOR NOT BLACK LISTED

(To be provided in original as part of Pre-Qualification Bid)

Date.....

To,

CEO, MAP_IT

State IT Centre, 47-A,

Arera Hills, Bhopal.

Dear Sir,

Ref.: Tender No.

I / We hereby confirm that our firm has not been banned or blacklisted by any government organization/Financial institution/Court /Public sector Unit /Central Government.

Signature of Bidder.....

Place:

Name.....

Date:

Designation.....

Seal