



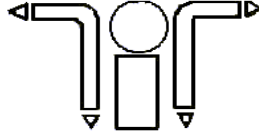
Govt. of MP

## Request for Proposal (2<sup>nd</sup> Call)

FOR

SELECTION OF TRAINING PARTNER

FOR TRAINING OF VIRTUAL IT CADRE OFFICERS OF MP



MAP\_IT

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

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June 2016

## Table of Contents

Notice for Request for Proposals (2 <sup>nd</sup> Call) .....	5
1 SCHEDULE OF RFP .....	7
2 PROJECT PROFILE & BACKGROUND INFORMATION .....	8
3 PRE-QUALIFICATION/ELIGIBILITY CRITERIA.....	10
4 SCOPE OF WORK, DELIVERABLES & TIMELINES .....	11
4.1 Content development and training design .....	11
4.2 Over all Programme Management: .....	11
4.3 Conduct of Training programs .....	12
4.4 Number of Batches: .....	12
4.5 Batch Size: .....	12
4.6 Target Audience of the training program: .....	12
4.7 Methodology:.....	13
4.8 Modules to be covered (Not limited to): .....	13
A. e-Governance Courses .....	13
B. Finance and management Courses.....	13
C. Technology Courses – [Knowledge Oriented].....	13
D. Technology Courses – [Skills Oriented].....	13
E. Skills Development courses.....	13
4.9 Working Language: .....	13
4.10 Location of the training:.....	14
4.11 Reporting:.....	14
4.12 Period of Contract.....	14
4.13 Right to use the content of training.....	14
4.14 Deliverables and Timelines .....	14
4.15 ROLES & RESPONSIBILITIES .....	16
4.15.1 Responsibilities of MAP_IT:.....	16
4.15.2 Responsibilities of the selected proposer .....	16
5 INSTRUCTION TO PROPOSERS.....	17
5.1 RFP Documents .....	17
5.2 Pre-Proposals Meeting/ Clarifications .....	17
5.3 Changes in the RFP Document .....	17
5.4 Period of Validity of Proposals .....	18

5.5	Format and Signing of Proposals.....	18
5.6	Sealing and Marking of Proposals.....	18
5.7	Cost & Language of RFP .....	19
5.8	Alternative/ Multiple Proposals.....	19
5.9	Deadline for the submission of Proposals.....	20
5.10	Late Proposals .....	20
5.11	Receipt and Custody of Proposals.....	20
5.12	Withdrawal, Substitution, and Modification of Proposals.....	21
5.13	Opening of Proposals .....	21
5.14	Selection Method:.....	21
5.14.1	Evaluation & Tabulation of Technical Proposals.....	22
5.14.2	Technical Evaluation Criteria:.....	22
5.15	Clarification of Proposals .....	23
5.16	Technical Evaluation Criteria.....	24
5.17	Tabulation of Technical Bids .....	24
5.18	Evaluation & Tabulation of Financial Bids.....	24
5.19	Correction of Arithmetic Errors in Financial Bids.....	24
5.20	Exclusion of Bids/ Disqualification .....	25
5.21	Selection of Agency.....	25
5.22	Information and publication of award.....	25
5.23	Procuring entity's right to accept or reject any or all Proposals.....	25
5.24	Work Order Issued to Proposers.....	25
5.25	Execution of agreement.....	26
5.26	Confidentiality.....	26
5.27	Cancellation of procurement process.....	27
5.28	Code of Integrity for Proposers.....	27
5.29	Interference with Procurement Process .....	28
5.30	Appeals.....	29
5.31	Stay of procurement proceedings.....	29
5.32	Vexatious Appeals & Complaints .....	30
5.33	Offenses by Firms/ Companies .....	30
5.34	Debarment from Bidding .....	30
5.35	Monitoring of Contract .....	31
6	GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT.....	32
6.1	Contract Documents .....	32

6.2	Interpretation.....	32
6.3	Language .....	33
6.4	Notices .....	33
6.5	Governing Law.....	33
6.6	Scope of Services.....	33
6.7	Delivery of services .....	34
6.8	Selected Proposer’s Responsibilities.....	34
6.9	Purchaser’s Responsibilities.....	34
6.10	Contract Price.....	34
6.11	Recoveries from Selected Proposer .....	34
6.12	Taxes & Duties.....	34
6.13	Copyright.....	35
6.14	Confidential Information.....	35
6.15	Sub-contracting.....	35
6.16	Specifications and Standards .....	36
6.17	Performance Security.....	36
6.18	Extension in Delivery Period and Liquidated Damages (LD).....	36
6.19	Limitation of Liability.....	38
6.20	Force Majeure .....	38
6.21	Change Orders and Contract Amendments .....	39
6.22	Termination.....	39
6.23	Settlement of Disputes.....	40
7	SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT .....	41
	ANNEXURE-1: PRE-PROPOSALS QUERIES FORMAT .....	44
	ANNEXURE-2: Covering Letter .....	45
	ANNEXURE-3: Company Profile .....	46
	ANNEXURE-4: Financial Turnover .....	47
	ANNEXURE-5: FINANCIAL BID COVER LETTER & FORMAT .....	48
	ANNEXURE-6: SELF-DECLARATION.....	51
	ANNEXURE 7: CURRICULUM VITAE (CV) OF KEY PERSONNEL.....	52
	ANNEXURE 8: DEPARTMENT DETAILS.....	53

**Notice for Request for Proposals (2<sup>nd</sup> Call)**

**RFP No. 02/VITC/MAP\_IT/2016**

**Bhopal, Dated 17.06.2016**

**“RFP for Selection of Training Partner for training of Virtual IT Cadre Officials of MP”**

MAP\_IT invites Proposals from Training Partners for e-Governance and IT related trainings to the officials of Government of Madhya Pradesh identified in Virtual IT Cadre.

For detail of scope and other terms and condition, please refer the RFP document available at [www.mapit.gov.in](http://www.mapit.gov.in). Interested Agencies who qualify as per the criteria mentioned in the document may submit their proposals latest by 7<sup>th</sup> July 2016 till 3.00 pm.

**(Additional Chief Executive Officer)**  
**MAP\_IT**

**Abbreviations & Definitions**

<b>Authorised Signatory</b>	The proposer'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 firm.
<b>Proposal</b>	A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or quotation
<b>Proposals Security</b>	A security provided to the MAP_IT by a proposer for securing the fulfilment of any obligation in terms of the provisions of the RFP documents.
<b>Proposer</b>	Any person/ firm/ agency/ company/ contractor/ supplier/ Agency participating in the procurement/ RFP process with the procurement entity
<b>RFP Document</b>	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 Proposals
<b>CMC</b>	Contract Monitoring Committee
<b>Competent Authority</b>	An authority or officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement. Additional CEO, MAP_IT in this RFP document.
<b>Contract/ procurement Contract</b>	A contract entered into between the MAP_IT and a successful proposer concerning the subject matter of procurement
<b>Gov/ GoMP</b>	Govt. of India/ Govt. of Madhya Pradesh
<b>Day</b>	A calendar day as per GoMP/ Gol.
<b>INR</b>	Indian Rupee
<b>IT</b>	Information Technology
<b>NIT</b>	Notice Inviting Tender
<b>Notification</b>	A notification published in the Official Gazette
<b>PAN</b>	Permanent Account Number
<b>PC</b>	Procurement/ Purchase Committee
<b>Procurement Process</b>	The process of procurement extending from the issue of invitation to Proposals till the award of the procurement contract or cancellation of the procurement process, as the case may be
<b>Project Site</b>	Wherever applicable, means the designated place or places
<b>MAP_IT</b>	Madhya Pradesh Agency for Promotion of Information & Technology
<b>Services</b>	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
<b>State Government</b>	Government of Madhya Pradesh (GoMP)
<b>Subject Matter of procurement</b>	Any item of procurement whether in the form of goods, services or works
<b>WO/ PO</b>	Work Order/ Purchase Order

## 1 SCHEDULE OF RFP

1	<b>RFP No.</b>	<b>02 /VITC/MAP_IT/2016</b>
2	Nature of Work	Training Need Analysis, design of training programme, development of content and delivery of e Governance and IT related trainings to the officials of Government of Madhya Pradesh identified in Virtual IT Cadre.
3	Proposals Invited by	<b>ACEO</b> , Madhya Pradesh Agency for Promotion of Information Technology (MAP_IT) <b>Address:</b> State IT Centre, 47-A, Arera Hills, Bhopal. Ph: 0755-2518702
4	Date of issue of RFP document	Friday, 17/06/2016
5	Date of Pre Proposals Meeting	Friday, 24/06/2016 at 12 noon at MAP_IT office
7	Last Date for Submission of Proposals	Thursday, 07/07/2016 up to 3.00 PM
8	Date of Opening of Technical Proposals	Thursday, 07/07/2016 at 3:30 PM
9	Date of Opening of Financial Proposals	Will be communicated to the shortlisted bidders
10	Place of Submission & Opening of Proposals	Madhya Pradesh Agency for Promotion of Information Technology, State IT Centre, 47-A Arera Hills, Bhopal
11	Address for Communication	Address: 2 <sup>nd</sup> Floor, MAP_IT, State IT Centre, 47-A, Arera Hills, Bhopal. Email: <a href="mailto:map_it@mp.nic.in">map_it@mp.nic.in</a> <a href="mailto:aceo.mapit@mapit.gov.in">aceo.mapit@mapit.gov.in</a>
14	Websites for downloading RFP Document, Corrigendum's, Addendums etc.	Websites: <a href="http://www.mapit.gov.in/tender.aspx">www.mapit.gov.in/tender.aspx</a>
15	Cost of Document	Nil
16	Proposals Security	Nil
17	Proposals Validity	180 days from the Proposals submission date.
<p><b>Note:</b></p> <p>1) MAP_IT reserves the complete right to cancel the process and reject any or all of the Proposals.</p> <p>2) No contractual obligation whatsoever does arise from the RFP document/process unless and until a formal contract is signed and executed between the procuring entity and the successful proposer.</p> <p>3) MAP_IT disclaims any factual/ or other errors in the RFP document (the onus is purely on the individual proposers to verify such information) and the information provided therein are intended only to help the proposers to prepare a logical proposal.</p>		

## 2 PROJECT PROFILE & BACKGROUND INFORMATION

### **Introduction:**

The Government of Madhya Pradesh has set up a Virtual IT Cadre of Govt Officers with in all the departments extended to its sub offices, to foster IT and e-Governance practices in government. Government of Madhya Pradesh is implementing numerous IT/ e-Governance projects across various state departments. In order to conceptualize and ensure successful implementation of these initiatives and sustained development of IT/ e-Governance in the line departments, GoMP has created a dedicated IT cadre with understanding of technology & e-Governance Project Management and capabilities to provide direction and leadership in these departments. Officers inducted to Virtual IT Cadre are envisaged to lead the IT/ e-Governance initiatives in the state.

Virtual IT Cadre is a pool of Government Officers who have interest and exposure in IT and can help the departmental leadership through entire e-Governance project Life Cycle and lead Project e-Governance Mission Teams and e-governance staff at various levels. In order to ensure effectiveness of Virtual IT cadre, officers selected would be trained in the required skills and competencies in IT, e-Governance & Project Management to perform effectively their roles & responsibilities.

### **About the MAP\_IT:**

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 policy and institutional framework, strategic and project consulting, technical support and capacity building assistance to the government departments and facilitate Human Resource Development activities in the field of IT and e Governance.

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

### **Background:**

MAP\_IT invited applications for Virtual IT Cadre in the last financial year after the approval of Virtual IT Cadre Scheme in State Cabinet. An online system was developed for the registration & inviting applications for Virtual IT Cadre. All Government departments were formally communicated and advertisements were released in newspapers for inviting online applications.

This would be an annual process. In the first year, a total of 1024 application were received from various applicants across the line departments. Finally 378 candidates were shortlisted for Virtual IT Cadre after final recommendations of the committees constituted for screening. Induction and Training of the officers in Virtual IT Cadre will be an ongoing process as 378 officials will not be sufficient to fully map all the levels of departments.

Now this so inducted Virtual IT Cadre will undergo intensive training to enhance their knowledge & skills for effective implementation of IT/e-Governance projects.



The target group; Virtual IT Cadre is a heterogeneous group from different background officials in terms of their domain knowledge, roles, experience, education qualifications, understanding level, regions, locations, expertise, skills, govt cadres, service levels and their categories. Therefore a Training Need Assessment (TNA) exercise would also be required to analyse the trainings needs to the different level of employees of Virtual IT Cadre. TNA will be base to further develop training content & design trainings to match the Training Needs. MAPIT has earlier issued the RFP for selection of training partner for training of Virtual IT Cadre officers. However the tender process was cancelled and now this is the 2<sup>nd</sup> call of the RFP.

### 3 PRE-QUALIFICATION/ELIGIBILITY CRITERIA

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

S. No.	Basic Requirement	Specific Requirements	Documents Required
1	Legal Entity	Should be a legal entity promoted by central / state Government, registered in India for at least last 3 years, as on date of Proposal submission.	- Certificates of incorporation / Registration Certificates along with Bylaws/ MoA & AoA or similar legal document.
2	Profile	Should be an Academic/ Research /Training / consulting entity.	Entity Profile.
3	Financial: Turnover from e-Governance Training/Capacity Building	Annual Turnover of the proposer from Academic services/Training/Capacity Building during each of the last three financial years, i.e., 2012-13, 13-14 and 14 to 2015 (as per the last published audited balance sheets), should be at least Rs. 50 Lakh.	CA Certificate with CA's Registration Number/ Seal (Annexure 4)
4	Training Facility	Should have In-house/ tie-up for Air conditioned Training hall for at least 30 participants along with audio visual & Projector facility.	Necessary declaration and details of facility along with supportive documents & photographs.
5	Residential Facility	Should have In-house/ tie-up for Air conditioned Residential facility for at least 30 participants, on single occupancy basis.	Necessary declaration and details of facility along with supportive documents & photographs.
6	Experience of developing training content	Should have completed at least one assignment of content development for e-Governance related training or developed case study for at least one e-Governance Project. This assignment should be for any Central or State Government department or Corporation or Board/ PSU/ Semi-Government organization. To clarify further content/case study development for trainings related to usage of software/application/ computer Operations /hardware/network would not be considered.	Related work orders/ MOUs / Agreements / LOIs / Sanction orders / Completion certificate/ payment advice as evidence of such engagements
7	Experience in Conduct of Training	Should have conducted at least one Training on e-Governance project management (e-Governance Project Life Cycle, Regulatory framework for e-Gov Projects, Change Management, Information Security Management, RFP, EoI, DPR for e-Gov Projects, Business Models	As above

		in e-Gov Projects, Govt Process Reengineering, Project Management of e-Gov Projects or similar) for at least 25 participants for any Central or State Govt department or Corporation or Board/PSU/ Semi-Govt organization.	
8	Training Team	Should have engagement with at least 2 resources, each having minimum 5 years experience in e-Governance trainings/ capacity building/ research/ case study development/consulting, out of which at least 2 years should be as a trainer in e-Governance domain.	CVs of the resources along with proof of their engagement as per Annexure 7.
9	Mandatory Undertaking	Should not have been black listed by any Central or State Government department or Corporation or Board/PSU/ Semi-Government organization as on the date of RFP.	A Self Certified letter as per Annexure 6: Self-Declaration

## 4 SCOPE OF WORK, DELIVERABLES & TIMELINES

The proposer is expected to conduct & delivers trainings to government officers so they acquire knowledge and practical skills to conceptualize and implement e-Governance Projects and their management. The details of the envisaged training are given in the following subsections. The overall scope of work is largely grouped under following activities:

### 4.1 Content development and training design

- I. Formulate the training strategy, and conduct training need analysis. It is expected that the Training Need Analysis should refer the competency requirement across the e Gov project implementation lifecycle. However a primary survey is not envisaged as a mandatory component of TNA. Sample satellite survey and Secondary data and study reports can be refer.
- II. Design training; develop the course content for face to face training and e-Learning System. The training content is to be developed in Hindi & English.
- III. Prepare the training material and performance aid for the participants, including but not limited to case-studies, project simulation practice, group assignments, work – study templates and other relevant support materials/ hand-outs, adapted to each Module’s needs and provide the same to all participants;
- IV. Pre, in course and post training assessment and evaluations. Develop evaluation design and prepare evaluation forms in consultation with MAP\_IT. Preparing reports bring out analysis and incorporate suitable augmentations in design, content and delivery.

### 4.2 Over all Programme Management:

- I. Over all Programme management. This includes aligning stakeholders, scheduling participants in batches, sending invites to participants, necessary follow-ups to ensure timely presence in training, device motivational tools to encourage involvement in training, drive the training and all kind of communication with the participants and other stakeholders.

- II. It would be required by the training partner to depute full time, dedicated, two members PMU; one to be positioned as senior coordinator at Training partner end and one as Training coordinator at MAP\_IT end.

### **4.3 Conduct of Training programs**

- III. Conduct the training program, including logistic. The CVs of the proposed trainers would be required to share and a concurrence would be required to obtain from MAP\_IT. The language for delivery would be mix of Hindi and English.
- IV. All Logistic, travel, Visa formalities, exposure visits related arrangements and coordination with local authorities is required to be carried by the training partner. The expenses incurred for logistics, travel expenses, Training kit etc. would be on actual basis against the agreed rates/ standards.
- V. The Training will include both on location (Bhopal) - off location (Other than Bhopal), Residential - Non-residential basic and thematic trainings, and exposure visits to good e-Governance projects.
- VI. Issue the certificates of participation and completion of training to the participants;
- VII. Intermediate and final report submission to the Officer in Charge upon training delivery.
- VIII. Any other activity that may be required for delivery of training and coordination with Officer in Charge for the project.

### **4.4 Number of Batches:**

The training programs will be conducted in batches over the period of validity of the contract.

### **4.5 Batch Size:**

The maximum batch size may be of 30 trainees. Minimum batch size may be of 15 trainees. Minimum 15 trainees per batch will be prescribed cut off number.

### **4.6 Target Audience of the training program:**

The Virtual IT Cadre Officers can be classified based on the role of the officer in an e-Governance project. Through conducting Training Need Assessment exercise participants may be grouped in three to four categories and trainings can be planned accordingly to target all different categories of group of audiences. Following may be referred to work out the components of trainings that are expected for Virtual IT Cadre:

1. Face to Face Trainings
  - a. Orientation & Sensitization trainings.
  - b. Foundation Trainings.
  - c. Thematic Trainings.
2. E-Learning: Comprehensive content and e-Learning platform using video clips, learning material, and case studies.
3. On the job mentoring & assessment
4. Exposure visits.

Other than Virtual IT Cadre, selected proposer may be assigned by MAP\_IT to impart IT/e-Governance trainings to other employees engaged by Govt of MP.

#### **4.7 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 case-studies, the project simulations discussed and applied during the course should be based on the e-Governance project management needs and practices.

#### **4.8 Modules to be covered (Not limited to):**

##### **A. e-Governance Courses**

1. E-Governance – Introduction to technology enabled transformation
2. e-Governance Strategies
3. e-Governance Project Life Cycle
4. Business Models in e-Gov Projects
5. Project Management of e-Gov Projects
6. Regulatory framework for e-Gov Projects
7. Information Security Management
8. E-Governance Process reengineering

##### **B. Finance and management Courses**

1. DPR, EoI, RFP, Procurement and Partnership models for e-Governance
2. Change Management

##### **C. Technology Courses – [Knowledge Oriented]**

1. Architecture
2. Application
3. Infrastructure series
4. Technology Administration series

##### **D. Technology Courses – [Skills Oriented]**

1. Introduction to Programming
2. Introductory database skills

##### **E. Skills Development courses**

1. Communication and Documentation skills

#### **4.9 Working Language:**

The training shall be delivered in Hindi & English mix language.

#### **4.10 Location of the training:**

The orientation training is envisaged to be organized in Bhopal, Madhya Pradesh however the other face to face trainings and exposure visits can be conducted to any other suitable location in India. The suggested location of the training shall be part of proposal and training plan submitted by the proposer.

#### **4.11 Reporting:**

The selected proposer is expected to submit a training report not later than ten days after completion of a particular training module, to the OIC in a hard copy and in the electronic form.

The Reports shall include the following:

1. Training Schedule along with training and learning objectives
2. Concise presentation of applied methods, including the most important, attractive ideas of participants on the discussed subjects;
3. Conclusions and recommendations based on lessons learnt for future interventions;
4. Participants Feedback Analysis report;
5. Representative Photographs
6. A soft copy of the content and performance or other relevant materials delivered to trainees
7. Any other relevant doc and / or report

#### **4.12 Period of Contract**

Contract will be signed with the selected proposer initially for a period of two years. This may be extended if MAP\_IT decides on contract extension. .

#### **4.13 Right to use the content of training**

Content of training being developed for face to face training and e-Learning will be used by MAP\_IT even after completion of the contract period. MAP\_IT will have right to use and modify the content of training.

#### **4.14 Deliverables and Timelines**

The selected Proposer shall have to submit certain key deliverables in a time of 4 months, which are mentioned hereunder. The formats for all the reports shall be prepared by the selected Proposer and submitted to MAP\_IT for approval. The reports submitted by the selected Proposer should strictly be in the approved format only which, if required, may be revised by MAP\_IT. Following are the key deliverables:

Sr. No.	Scope of Work	Deliverable	Timelines (T being award of work)	Related Penalties
1	Section 4	(I) Inception Report	T+3	Rs. 3000/- for delay of each week
		(II) On Boarding of Programme Management Unit	T+4	Rs. 5000/- for delay of each week
		(III) The training strategy and TNA report	T+5	Rs. 2000/- for delay of each week
		(IV) Over all Training design for identified groups of target audiences to match the Training Needs and intended training outcomes.	T+6	Rs. 3000/- for delay of each week
		(V) Course content; that includes for face to face training and e-Learning System, ( Hindi & English) Support material/hand-outs adapted to each module	T+10	Rs. 5000/- for delay of each week
		(VI) Submission of Training Plan/Schedule	T+12	Rs. 3000/- for delay of each week
		(VII) Conduct of Training (Including training kit with Training material and participation certificate)	T+15	Refer SLAs on page No 44.
		(VIII) Training Reports	Within 3 days of completion of each batch of training.	Rs. 3000/- for delay of each week
		(IX) Post Training Evaluation and On Job Performance assessment post 6 month of training.	After six month of Virtual IT Cadre trainings.	Rs. 5000/- for delay of each week

Total Penalties will not be more than 10% of the total fees of Content development and training design, beyond which the contract may be terminated and performance bank guarantee may be forfeited.

## **4.15 ROLES & RESPONSIBILITIES**

### **4.15.1 Responsibilities of MAP\_IT:**

Is the owner of the project; the role of MAP\_IT for successful implementation of the training program includes discharging the following responsibilities:

1. To provide necessary mandate and the intended pool of audiences.
2. To connect the selected proposer with required stakeholders for TNA.
3. To issue necessary orders, letters and circulars.
4. To conduct review meeting, if needed, to monitor the overall progress of the training.
5. To provide necessary approvals on various delivers and components to be performed by the training partner as part of scope of work.
6. To release payment against the invoices raised by the selected proposer as per the agreed framework.

### **4.15.2 Responsibilities of the selected proposer**

In addition to deliverables mentioned in the clause 4.14 (Deliverables & Timelines) following will be the high level responsibilities of the selected proposer:

1. Preparation of Inception Report.
2. Preparing Training Strategy.
3. To depute a Program Management Unit (PMU); one at Institute level and other at State Level (Bhopal) to coordinate with all related stakeholders.
4. To Perform Training Need Assessment (TNA) and submit report.
5. To design course content for Face to Face training & e-Learning system.
6. Overall training design & Implementation.
7. Submit deliverables to MAP\_IT for necessary approvals.
8. Providing training kit to all participants. Prepare the Support material/hand-outs adapted to each module and distribution to all participants.
9. Overall management of the trainings-
  - a. All kind of Communication with Virtual IT Cadre; sending invites to participation, ensuring their presence during the trainings.
  - b. Coordinating, managing & driving training.
10. Coordination with MAP\_IT & Virtual IT Cadre for ensuring trainees participation in trainings.
11. Overall arrangements for logistics of trainees.
12. Delivery of trainings.
13. Availability and logistics of trainers.
14. Issuance of certificates to participants.
15. Submission of reports-
  - a. Post training evaluation reports.
  - b. Participants Feedback Analysis.
  - c. Attendance of the participants.
16. On Job Performance assessment post 6 month of training.



## **5 INSTRUCTION TO PROPOSERS**

### **5.1 RFP Documents**

The RFP documents shall be available on MAP\_IT website from the date of publication of Notice of RFP. The prospective proposers shall be able to download the RFP document from the MAP\_IT website.

### **5.2 Pre-Proposals Meeting/ Clarifications**

a) Any prospective proposer may, in writing, seek clarifications from the procuring entity in respect of the RFP documents.

b) A pre-Proposals conference is also scheduled by the MAP\_IT as per the details mentioned in the RFP and to clarify doubts of potential proposers in respect of the procurement.

c) The period within which the proposers may seek clarifications under (a) above and the period within which the MAP\_IT shall respond to such requests for clarifications shall be as under: -

a. Last date of submitting clarifications requests by the proposer: As per RFP

b. Response to clarifications by procuring entity: As per RFP

d) The minutes and response, if any, shall be provided promptly to all proposers to which the procuring entity provided the RFP documents, so as to enable those proposers to take minutes into account in preparing their Proposals, and shall be published on the MAP\_IT website.

### **5.3 Changes in the RFP Document**

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

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

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

d) Any proposer, who has submitted his Proposals 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 Proposals, when changes are made to the RFP document by the procuring entity:

Provided that the Proposals last submitted or the Proposals as modified by the proposer shall be considered for evaluation.

## 5.4 Period of Validity of Proposals

- a) Proposals submitted by the proposers shall remain valid during the period specified in the RFP document. A Proposal valid for a shorter period shall be rejected by the procuring entity as non-responsive Proposals.
- b) Prior to the expiry of the period of validity of Proposals, the procuring entity, in exceptional circumstances, may request the proposers to extend the Proposals validity period for an additional specified period of time. A proposer may refuse the request and such refusal shall be treated as withdrawal of Proposals and in such circumstances Proposals security shall not be forfeited.
- c) Proposers that agree to an extension of the period of validity of their Proposals shall extend or get extended the period of validity of Proposals securities submitted by them or submit new Proposals securities to cover the extended period of validity of their Proposals. A proposer whose Proposals security is not extended, or that has not submitted a new Proposals security, is considered to have refused the request to extend the period of validity of its Proposals.

## 5.5 Format and Signing of Proposals

- a) The proposer shall prepare one original set of the RFP documents called Proposals in the manner as specified in the RFP document. One copy of the original Proposals should also be submitted along with the original Proposals.
- b) The Proposals shall be typed or written in ink and it's all the pages shall be signed by the proposer or a person duly authorised to sign on behalf of the proposer, in token of acceptance of all the terms and conditions of the RFP documents.
- c) Any corrections in the Proposals such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Proposals.

## 5.6 Sealing and Marking of Proposals

- a) Proposers may submit their Proposals by post or by hand delivery in one large single envelope.
- b) The inner and outer envelopes shall: -
  - 1. bear the name and complete address along with telephone/ mobile number of proposer;
  - 2. bear complete address of the procuring entity with telephone number, if any;
  - 3. bear the specific identification of the RFP process pursuant to NIB and any additional identification marks as specified in the RFP document; and
  - 4. Bear a warning not to be opened before the time and date for Proposals opening, in accordance with the RFP schedule.
- c) If all envelopes are not sealed and marked as required, the procuring entity shall assume no responsibility about its consequences.
- d) A Single stage-Two part/ envelope system shall be followed where: -
  - a. Technical Bid, including fee details and all the eligibility documents, should be enclosed in one sealed envelope

- b. Financial Bid should be enclosed in second sealed envelope
- c. The envelopes containing the technical and financial bid shall then be enclosed in one large single outer envelope.
- e) The technical Proposals, including all the eligibility documents, shall consist of the following documents: -

Sr. No.	Documents Type	Document Format
<b>Fee Details</b>		
<b>Eligibility Documents</b>		
1	All the documents mentioned in the Eligibility Criteria, Chapter 3 of RFP, in support of eligibility	As mentioned in the eligibility criteria
2	All the documents as per the Technical Evaluation	As mentioned in the Technical Evaluation criteria

- f) Financial bid shall include the following documents:

S. No.	Documents Type	Document Format
1.	FINANCIAL BID COVER LETTER	On proposer's letter head duly signed by authorized signatory as per Annexure-5
2.	Financial Bid Format	As per Annexure 5

- g) Bidder should submit checklist of compliance (Yes/No) with reference page number of supporting in their Proposal.
- h) All pages should be indexed and numbered properly.

## 5.7 Cost & Language of RFP

- a) The Proposer shall bear all costs associated with the preparation and submission of its Proposals, and the procuring entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bid process.
- b) The Proposals, as well as all correspondence and documents relating to the Proposals exchanged by the Proposer and the procuring entity, shall be written only in English/Hindi Language. Supporting documents and printed literature that are part of the Proposals 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 Proposals, such translation shall govern.

## 5.8 Alternative/ Multiple Proposals

Alternative/ Multiple Proposals shall not be considered at all.

## 5.9 Deadline for the submission of Proposals

- a) Proposals shall be received, by the person, designated for the purpose, by the procuring entity or directly dropped in the Proposals box, at the place and up to the time and date specified in the RFP schedule.
- b) Normally, the date of submission and opening of Proposals would not be extended. In exceptional circumstances or when the RFP document are required to be substantially modified as a result of discussions in pre-Proposals meeting/ conference or otherwise and the time with the prospective proposers for preparation of Proposals appears insufficient, the date may be extended by the procuring entity. In such case the publicity of extended time and date shall be given in the manner, as was given at the time of issuing the original NIP and shall also be placed on the MAP\_IT website. It would be ensured that after issue of corrigendum, reasonable time is available to the proposers for preparation and submission of their Proposals. The procuring entity shall also publish such modifications in the RFP document in the same manner as the publication of initial RFP document. If, in the office of the Proposals receiving and opening authority, the last date of submission or opening of Proposals is a non-working day, the Proposals shall be received or opened on the next working day.

## 5.10 Late Proposals

- a) The person authorised to receive the Proposals shall not receive any Proposals that is submitted personally, after the time and date fixed for submission of Proposals.
- b) Any Proposals, which arrives by post after the deadline for submission of Proposals, shall be declared and marked as "Late" and returned unopened to the proposer by registered post.

## 5.11 Receipt and Custody of Proposals

- a) The Proposals 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 Proposals shall provide a receipt signed by him with date and time of receipt of Proposals to the person, who delivers the Proposals.
- c) All Proposals 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) Proposals received by the authorised person on or before the time and date fixed for receipt of Proposals shall be entered in Proposals receipt register and the same shall be closed at the scheduled time and date giving in words and figures the number of Proposals received up to the last time and date for submission of Proposals.
- e) The record of Proposals received late through post shall be entered in Proposals receipt register after closing the register as per (d) above.
- f) Proposals received or given on form other than the prescribed form shall not be considered.

## 5.12 Withdrawal, Substitution, and Modification of Proposals

- a) A Proposer may withdraw, substitute, or modify its Proposals 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 Proposals must accompany the respective written Notice. All Notices must be: -
  - I. submitted in accordance with the RFP 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 Proposals.
- b) Proposals requested to be withdrawn shall be returned unopened to the Proposers.
- c) No Proposals shall be withdrawn, substituted, or modified in the interval between the deadline for submission of Proposals and the expiration of the period of the specified Proposals validity or any extension thereof.

## 5.13 Opening of Proposals

- a) The sealed Proposals shall be opened by the Proposals evaluation committee constituted by the procuring entity at the time, date and place specified in the RFP document in the presence of the proposers or their authorised representatives, who choose to be present.
- b) The Proposals shall be opened by the Proposals evaluation committee in the presence of the proposers or their authorised representatives who choose to be present.
- c) No Proposals shall be rejected at the time of Proposals opening except the late Proposals and alternative Proposals (if not permitted).
- d) In case of single stage: two part/ envelope bids, only outer envelopes and envelopes marked as "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 proposers who qualify in the evaluation of their Technical Bids in the manner as mentioned above, on the date and time to be intimated to those proposers.

## 5.14 Selection Method:

- a) The basis of selection will be Quality & Cost Based Selection (QCBS). Technical Bid Score (Tb) will be given a weightage of 60% and Financial Bid Score (Fb) will be given a weightage of 40% (to be calculated from the quoted financial bid). The Bid, that obtains the highest Overall Score (Ts) value, will be rated as the Best Value Bid.
- b) The overall score shall be calculated as follows: -
  - Ts = 0.60 x Tb + 0.40 x Fb, where
  - Ts = Total score
  - Tb = (Technical score of the proposer/ Technical score of the proposer getting highest technical score) x 100
  - Fb= (Least financial bid/ Financial bid of the proposer) x 100

In the event the overall scores are tied, the bid securing the highest technical score will be adjudicated as the Best Value Bid.

- c) All the submitted response shall be scrutinized on the basis of information and supporting documents submitted by the proposer under this RFE.
- d) The proposers meeting all the eligibility criteria and other conditions as stated in the RFE shall be considered for Technical Evaluation.
- e) Subsequently the financial bid of all the technically qualified proposers who secure minimum marks of 60 shall only be opened.

#### 5.14.1 Evaluation & Tabulation of Technical Proposals

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

- a. Proposal is signed, as per the requirements listed in the RFP document;
- b. Proposal has been sealed as per instructions provided in the RFP document;
- c. Proposal is valid for the period, specified in the RFP document;
- d. Proposal is unconditional and the proposer has agreed to give the required performance security; and
- e. Other conditions, as specified in the RFP document are fulfilled.

#### 5.14.2 Technical Evaluation Criteria:

Parameter	Criteria	Max. Marks (100)	Documents Required
Proposed training team (Experience & Exposure of Proposed training team in e-Governance consulting / content development & Training domain) (Max. Marks -15)	Have engagement of up to 2 faculties . (PQ Clause 8)	10	Profiles of training team. It is expected that the proposed training team will be part of technical presentation team. CVs of the resources along with proof of their engagement as per Annexure 6.
	Have engagement of 3 to 4 Faculties (PQ Clause 8)	12	
	Have engagement of 5 and above Faculties (PQ Clause 8)	15	
Training Facility (Max.Marks – 10)	Have tie-up for Air conditioned Training hall for at least 30 participants along with audio visual & Projector facility. (PQ Clause 4)	5	Necessary declaration and details of facility along with supportive documents & photographs.
	Have In-house Air conditioned Training hall for at least 30 participants along with audio visual & Projector facility. (PQ Clause 4)	10	
Residential Facility (Max.Marks – 15)	Have tie-up for Air conditioned Residential facility for at least 30 participants, on single occupancy basis. (PQ Clause 5)	5	Necessary declaration and details of facility along with supportive documents & photographs.
	Have In-house Air conditioned Residential facility for at least 30 participants, on single occupancy basis. (PQ Clause 5)	10	

Experience of Content development & Training Design (Max.Marks – 15)	Completed up to two assignments of content development and training design of IT and e- Governance related area for any Central or State Government department or Corporation or Board/ PSU/ Semi-Government organization. (PQ Clause 6)	10	Related work orders/ MOUs / Agreements / LOIs / Sanction orders / Completion certificate/ payment advice as evidence of such engagements
	Completed three to four assignments of content development and training design of IT and e- Governance related area for any Central or State Government department or Corporation or Board/ PSU/ Semi-Government organization. (PQ Clause 6)	15	
	Completed five & above assignments of content development and training design of IT and e- Governance related area for any Central or State Government department or Corporation or Board/ PSU/ Semi-Government organization. (PQ Clause 6)	20	
Experience of Conducting Trainings	Having experience of conducting up to 2 trainings on e-Governance project management (PQ Clause 7)	10	Related work orders/ MOUs / Agreements / LOIs / Sanction orders / Completion certificate/ payment advice as evidence of such engagements
	Having experience of conducting 3 & above trainings on e-Governance project management (PQ Clause 7)	15	
Learning Management System (Max.Marks – 10)	The proposer should have a web based Online Learning Management Systems/ Portal offering training facility to handle at least 100 users concurrently.	10	URL address of the portal and a self-certificate of adequate capacity
Presentation cum Demonstration (Max.Marks – 30)	<ul style="list-style-type: none"> <li>➤ Understanding of the scope of work</li> <li>➤ Approach &amp; Methodology – Proposed Action Plan –</li> <li>➤ Design and Content of similar nature of training</li> <li>➤ Demonstration of LMS</li> <li>➤ Question &amp; Answers</li> </ul>	30	Presentation cum Demonstration (30 min)

### 5.15 Clarification of Proposals

- a) To assist in the examination, evaluation, comparison and qualification of the Proposals, the Proposals evaluation committee may, at its discretion, ask any proposer for a

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

- b) Any clarification submitted by a proposer with regard to its Proposals 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 proposer, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.

### **5.16 Technical Evaluation Criteria**

Technical evaluation shall include the evaluation of all the documents mentioned in the Technical Bid. A proposer should obtain minimum 60% score to technically qualify. The financial bids of only technically qualified proposers would be opened.

### **5.17 Tabulation of Technical Bids**

Technical bids shall be tabulated by the bid evaluation committee in the form of a comparative statement to evaluate the qualification of the proposers against the technical qualification criteria.

### **5.18 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 proposers 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 proposers 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 (6.6) above.
- c) the names of the proposers, the rates given by them and conditions put, if any, shall be read out and recorded;
- d) conditional bids are liable to be rejected;

### **5.19 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.

## **5.20 Exclusion of Bids/ Disqualification**

- a) A procuring entity shall exclude/ disqualify a bid, if: -
  - a. the information submitted, concerning the qualifications of the proposer, was false or constituted a misrepresentation; or
  - b. the information submitted, concerning the qualifications of the proposer, was materially inaccurate or incomplete; and
  - c. the proposer 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 proposer, 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 proposer, 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) Every decision of a procuring entity to exclude a bid shall be for reasons to be recorded in writing and shall be: -
  - a. communicated to the concerned proposer in writing;
  - b. published on the MAP\_IT website.

## **5.21 Selection of Agency**

MAP\_IT will sign the agreement with the selected bidder for the period stated in the RFP document.

## **5.22 Information and publication of award**

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

## **5.23 Procuring entity's right to accept or reject any or all Proposals**

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

## **5.24 Work Order Issued to Proposers**

As per the project requirements, the Purchaser shall issue a work order to the selected proposer(s) for the services. After receiving the work order, the proposer shall be responsible to deposit the requisite Performance Security Deposit (PSD) within the prescribed time period as specified in each work order.

### **5.25 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 proposer.
- b) The successful proposer shall sign the rate contract agreement within 15 days from the date on which the letter of acceptance or letter of intent is despatched to the successful proposer.
- c) If the proposer, whose Proposals 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 proposer as per the provisions of the RFP 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 proposer to the next lowest or most advantageous proposer, in accordance with the criteria and procedures set out in the RFP document.
- d) The proposer 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.

### **5.26 Confidentiality**

- a) Notwithstanding anything contained in this RFP 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: -
  - i. impede enforcement of any law;
  - ii. affect the security or strategic interests of India;
  - iii. affect the intellectual property rights or legitimate commercial interests of proposers;
  - iv. 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 Proposals, or the intellectual property rights of the procuring entity.
- b) The procuring entity shall treat all communications with proposers related to the procurement process in such manner as to avoid their disclosure to competing proposers or to any other person not authorised to have access to such information.
- c) The procuring entity may impose on proposers 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.

## 5.27 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 at any time prior to the acceptance of the successful Proposals; or after the successful Proposals is accepted in accordance with (d) and (e) below.
- c) The procuring entity shall not open any Proposals or proposals after taking a decision to cancel the procurement and shall return such unopened Proposals or proposals.
- d) The decision of the procuring entity to cancel the procurement and reasons for such decision shall be immediately communicated to all proposers that participated in the procurement process.
- e) If the proposer 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 proposer is convicted of any offence under the Act, the procuring entity may: -
  - a. cancel the relevant procurement process if the bid of the convicted proposer 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 proposer.

## 5.28 Code of Integrity for Proposers

- 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 includes 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 proposers with an intent to gain unfair advantage in the procurement process or for personal gain;
    - v. any financial or business transactions between the proposer 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 proposer 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 proposer or prospective proposer, as the case may be, the procuring entity may take appropriate measures including: -
- a. exclusion of the proposer 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;
  - f. debarment of the proposer from participation in future procurements of the procuring entity for a period not exceeding three years.

## **5.29 Interference with Procurement Process**

A proposer, who: -

- a) withdraws from the procurement process after opening of financial bids;
- b) withdraws from the procurement process after being declared the successful proposer;
- c) fails to enter into procurement contract after being declared the successful proposer;
- d) fails to provide performance security or any other document or security required in terms of the bidding documents after being declared the successful proposer, without valid grounds,

shall, in addition to the recourse available in the bidding document or the contract, be punished with fine which may extend to fifty lakh rupees or ten per cent of the assessed value of procurement, whichever is less.

### 5.30 Appeals

a) Subject to “Appeal not to lie in certain cases” below, if any proposer or prospective proposer 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 there under, 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 on which he feels aggrieved:

a. Provided that after the declaration of a proposer as successful in terms of “Award of Contract”, the appeal may be filed only by a proposer who has participated in procurement proceedings:

b. Provided further that in case a procuring entity evaluates the technical bid before the opening of the financial bid, an appeal related to the matter of financial bid may be filed only by a proposer whose technical bid is found to be acceptable.

b) The officer to whom an appeal is filed under (a) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal.

c) If the officer designated under (a) above fails to dispose of the appeal filed under that sub-section within the period specified in (c) above, or if the proposer or prospective proposer or the procuring entity is aggrieved by the order passed, the proposer or prospective proposer or the procuring entity, as the case may be, may file a second appeal to an officer or authority designated by the State Government in this behalf within 15 days from the expiry of the period specified in (c) above or of the date of receipt of the order passed under (b) above, as the case may be.

d) The officer or authority to which an appeal is filed under (c) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal:

e) The officer or authority to which an appeal may be filed under (a) or (d) above shall be:

First Appellate Authority: CEO, MAP\_IT

Second Appellate Authority: Secretary, Department of Science & Technology, GoMP.

f) 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 proposer or the procuring entity, shall be disclosed in a proceeding under an appeal.

### 5.31 Stay of procurement proceedings

While hearing of an appeal, the officer or authority hearing the appeal may, on an application made in this behalf and after affording a reasonable opportunity of hearing to the parties concerned, stay the procurement proceedings pending disposal of the

appeal, if he, or it, is satisfied that failure to do so is likely to lead to miscarriage of justice.

### **5.32 Vexatious Appeals & Complaints**

Whoever intentionally files any vexatious, frivolous or malicious appeal or complaint, with the intention of delaying or defeating any procurement or causing loss to any procuring entity or any other proposer, shall be punished with fine which may extend to twenty lakh rupees or five per cent of the value of procurement, whichever is less.

### **5.33 Offenses by Firms/ Companies**

a) Where an offence has been committed by a company, every person who at the time the offence was committed was in charge of and was responsible to the company for the conduct of the business of the company, as well as the company, shall be deemed to be guilty of having committed the offence and shall be liable to be proceeded against and punished accordingly:

Provided that nothing contained in this sub-section shall render any such person liable for any punishment if he proves that the offence was committed without his knowledge or that he had exercised all due diligence to prevent the commission of such offence.

b) Notwithstanding anything contained in (a) above, where an offence has been committed by a company and it is proved that the offence has been committed with the consent or connivance of or is attributable to any neglect on the part of any director, manager, secretary or other officer of the company, such director, manager, secretary or other officer shall also be deemed to be guilty of having committed such offence and shall be liable to be proceeded against and punished accordingly.

c) For the purpose of this section-

a. "company" means a body corporate and includes a limited liability partnership, firm, registered society or co- operative society, trust or other association of individuals; and

b. "director" in relation to a limited liability partnership or firm, means a partner in the firm.

d) Abetment of certain offenses: Whoever abets an offence punishable under this Act, whether or not that offence is committed in consequence of that abetment, shall be punished with the punishment provided for the offence.

### **5.34 Debarment from Bidding**

a) A proposer shall be debarred by the State Government if he has been convicted of an offence

a. under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988); or

b. under the Indian Penal Code, 1860 (Central Act No. 45 of 1860) or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

b) A proposer debarred under (a) above shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date on which he was debarred.

c) If a procuring entity finds that a proposer has breached the code of integrity prescribed in terms of "Code of Integrity for proposers" above, it may debar the proposer for a period not exceeding three years.

d) Where the entire bid security or the entire performance security or any substitute thereof, as the case may be, of a proposer has been forfeited by a procuring entity in respect of any procurement process or procurement contract, the proposer may be debarred from participating in any procurement process undertaken by the procuring entity for a period not exceeding three years.

e) The State Government or a procuring entity, as the case may be, shall not debar a proposer under this section unless such proposer has been given a reasonable opportunity of being heard.

### **5.35 Monitoring of Contract**

- a) An officer or a committee of officers named Contract Monitoring Committee (CMC) may be nominated by procuring entity to monitor the progress of the contract during its delivery period.
- b) During the delivery period the CMC 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 proposer'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 proposer to speed up the delivery.
- g) 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.
- h) No new partner/ partners shall be accepted in the firm by the selected proposer in respect of the contract unless he/ they agree to a Proposal by all its terms, conditions and deposits with the procuring entity through a written agreement to this effect. The proposer'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.
- i) The selected proposer 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**

Proposers 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 and the successful/ selected proposer, 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 proposer as specified in the Agreement, subject to such additions and adjustments thereto or deductions therefrom, 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 proposer 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 proposer 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 proposer under the Contract.
- i) "Supplier/ Successful or Selected proposer" 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 proposer.
- j) "The Site," where applicable, means the designated project place(s) named in the bidding document.

Note: The proposer shall be deemed to have carefully examined the conditions of the services to be rendered. If the proposer 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.

### **6.1 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.

### **6.2 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 and the Selected proposer 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.

### **6.3 Language**

a) The Contract as well as all correspondence and documents relating to the Contract exchanged by the successful/ selected proposer 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 proposer shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

### **6.4 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.

### **6.5 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.

### **6.6 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.

### **6.7 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 proposer 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 proposer of being heard and recording the reasons for repudiation.

### **6.8 Selected Proposer's Responsibilities**

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

### **6.9 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.

### **6.10 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 Proposer for the Services performed under the Contract shall not vary from the prices quoted by the Selected Proposer in its bid, with the exception of any price adjustments authorized in the special conditions of the contract.

### **6.11 Recoveries from Selected Proposer**

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 Proposer and when recovery is not possible, the Procurement Officer shall take recourse to law in force.

### **6.12 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 proposer in India, the Purchaser shall use its best efforts to enable the

successful/ selected proposer to benefit from any such tax savings to the maximum allowable extent.

### **6.13 Copyright**

The copyright in all materials containing data and information furnished to the Purchaser by the Selected Proposer herein shall remain vested in the MAP\_IT, or, if they are furnished to the Purchaser directly or through the Selected Proposer by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

### **6.14 Confidential Information**

a) The Purchaser and the Selected Proposer 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 Proposer 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 Proposer shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Selected Proposer.

c) The Purchaser shall not use such documents, data, and other information received from the Selected Proposer for any purposes unrelated to the Contract. Similarly, the Selected Proposer 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 Proposer 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.

### **6.15 Sub-contracting**

a) The proposer 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 proposer 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 Proposer 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.

## **6.16 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.

## **6.17 Performance Security**

- 1) Performance security shall be deemed to be an amount equal to 10% of the contract value.
- 2) The selected proposer will furnish a Bank Guarantee substantially in the specified form by scheduled Banks as performance security towards this contract.
- 3) The Successful proposer shall at his own expense, deposit with MAP\_IT, within seven (7) working days of the date of notice of award of the contract or prior to signing of the contract, whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Scheduled Bank acceptable to MAP\_IT, payable on demand, for the due performance and fulfillment of the contract by the selected proposer.
- 4) All charges whatsoever such as premium, commission, etc. with respect to the Performance Bank Guarantee shall be borne by the selected proposer.
- 5) The performance bank guarantee shall be valid till the Expiry of Agreement plus Three months, subject to annual renewals.
- 6) The Performance Bank Guarantee may be discharged/ returned by MAP\_IT upon being satisfied that there has been due performance of the obligations of the selected proposer under the contract. However, no interest shall be payable on the Performance Bank Guarantee.
- 7) In the event of the selected proposer being unable to service the contract for whatever reason, MAP\_IT would evoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of MAP\_IT under the Contract in the matter, the proceeds of the PBG shall be payable to MAP\_IT as compensation for any loss resulting from the selected proposer's failure to complete its obligations under the Contract. MAP\_IT shall notify the selected proposer in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the selected proposer is in default.
- 8) MAP\_IT shall also be entitled to make recoveries from the selected proposer's bills, performance bank guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

## **6.18 Extension in Delivery Period and Liquidated Damages (LD)**

a) Except as provided under clause "Force Majeure", if the selected proposer 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 proposer 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 proposer.

i. The selected proposer 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 prorated 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 is 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 proposer 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	7.5 %

	prescribed period of delivery of work	
d.	Delay exceeding three fourth of the prescribed period of delivery of work	10.0 %
e	Non-availability of premises & infrastructure on part of proposer	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% of the contract value.
- 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.
- v. For condition e, LD shall be applicable on item mentioned in Sr. No. 3 & 4 of the Financial Bid format.

### 6.19 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 proposer to pay liquidated damages to the Purchaser; and
- b) the aggregate liability of the selected proposer to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract.

### 6.20 Force Majeure

- a) The selected proposer 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 proposer that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the selected proposer. 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 proposer 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 proposer 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 proposer on similar lines.

## **6.21 Change Orders and Contract Amendments**

a) The Purchaser may at any time order the selected proposer 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 proposer.

b) If any such change causes an increase or decrease in the cost of, or the time required for, the selected proposer'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 proposer for adjustment under this clause must be asserted within thirty (30) days from the date of the selected proposer's receipt of the Purchaser's change order.

c) Prices to be charged by the selected proposer 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 proposer for similar services.

## **6.22 Termination**

### **a) 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 proposer, terminate the contract in whole or in part: -

- a. If the selected proposer 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 proposer 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 proposer, 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 proposer does not meet the agreed timelines/SLAs, MAP\_IT may issue a notice to the selected proposer and if the selected proposer does not respond the notice or reply is not satisfactory in such case work order may be terminated.
- e. If the selected proposer 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.

### **b) 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 proposer, if the selected proposer becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the selected proposer, 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.

**c) Termination for Convenience**

i. MAP\_IT, by a written notice of at least 30 days sent to the selected proposer, 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 proposer under the Contract is terminated, and the date upon which such termination becomes effective.

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

**6.23 Settlement of Disputes**

a) General: If any dispute arises between the selected proposer 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 proposer 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 proposer 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 proposer.

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. 50,000/-. The empowered standing committee shall consist of following members: -  
(MAP\_IT)

CEO MAP\_IT : CEO

Additional CEO, MAP\_IT : Member

Deputy Director, MAP\_IT : Member

Finance Controller, MAP\_IT : Member

A Legal Expert nominated by the CEO : Member

c) Procedure for reference to the Standing Committee: The selected proposer 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-charge of the project who was responsible for taking delivery of the service from the selected proposer shall prepare a reply of representation and shall represent the MAP\_IT's stand before the standing committee. From the side of the selected proposer, 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 proposer and MAP\_IT. The standing committee, if it so decides, may refer the matter to the Board of Directors of MAP\_IT for further decision.



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 proposer, after successful completion of the target milestones (including specified project deliverables), would be made as under: -

Sr. No.	Deliverable	Payment	Conditions
<b>For Each Training Batch</b>			
1.	Inception Report	10% of Content development and Training design fees	Payment would be released after approval of the deliverable and a copy of respective outcome submission of all said documents and invoice in triplicate to MAP_IT.
2.	On Boarding of Programme Management Unit	Quarterly payment on completion of first quarter on submission of demand note and certification of working of PMU.	
3.	Approval of the training strategy and TNA report	10% of Content development and Training design fees	
4.	Approval of overall Training design for identified groups of target audiences to match the Training Needs and intended training outcomes.	10% of Content development and Training design fees	
5.	Approval of Course content; that includes for face to face training and e-Learning System, (Hindi & English) Support material/ hand-outs adapted to each module.	30 % of Content development and Training design fees	
6.	Roll out of e Learning Platform and Submission of Training Plan	20% of Content development and Training design fees	
7.	Conduct of Training - On submission of demand note for the first quarter trainings as per agreed training plan	20 % of the agreed Training cost of such training and 50% of the reimbursable component of training delivery	
8.	On submission of Training Reports as per section 4.2.1.8 including audited UC for reimbursable cost component	60 % of the agreed training cost of such	

9.	Post Training Evaluation and On Job Performance assessment post 6 month of training.	training and 40% of the reimbursable component of training delivery	
10	Rest payment <ol style="list-style-type: none"> <li>1. Content Development and Training design</li> <li>2. Delivery of Training</li> <li>3. Reimbursable component</li> </ol>	Remaining 10% of the agreed training cost of such training. After successful completion of at least one batch of each module for each category of audiences and revision of content, if any required.  To be settled annually on overall evaluation  To be settle quarterly against random verification of the bills/ claims submitted.	

b) The selected proposer's request for payment shall be made to the purchaser in writing, accompanied documents mentioned in point d 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.

c) 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 compliance reports

d) Due payments shall be made promptly by the purchaser, generally within thirty (30) days after submission of an invoice and request for payment by the selected proposer, and the purchaser has accepted it.

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

f) All remittance charges will be borne by the selected proposer.

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

h) 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.

i) 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 (Rating out of 10)	Penalty	Remarks
1	Delivery of Training	The training quality should be above par.	Average feedback rating by the trainees calculated for the training batch	>=7.5 6 > 7.5 5 > 6 Below 5	0% 5% 10% 20%	Penalty will not be more than 20% of the total value mentioned in the work order, beyond which the contract may be terminated.
		Conduct of training as per agreed schedule	No. of week delay in Conduct of training	NA	For each week delay, 10% of the training fees of the concerned batch	
		Submission of Training reports	Delay in Submission of Training reports	NA	For each week delay, 5% of the training cost of the concerned batch	

**ANNEXURE-1: PRE-PROPOSALS QUERIES FORMAT** {to be filled by the proposer}**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.

**Query / Clarification Sought:**

Sr. No.	RFP Page No.	RFP Rule No.	Rule Details	Query/ Suggestion/ Clarification

*Note: - Queries must be strictly submitted only in the prescribed format (.XLS/ .XLSX/ .ODF). Queries not submitted in the prescribed format will not be considered/ responded at all by the procuring entity.*

Pre-Proposals queries should be sent at the e-mail address: [mapit@mp.nic.in](mailto:mapit@mp.nic.in), [aceo.mapit@mapit.gov.in](mailto:aceo.mapit@mapit.gov.in)

**ANNEXURE-2: Covering Letter**

{to be submitted on the letter head of the bidder}

To,  
Addl Chief Executive Officer  
Madhya Pradesh Agency for Promotion of Information Technology (MAP\_IT)  
State IT Centre, 47-A, Arera Hills, Bhopal 462011

Dear Sir,

We, the undersigned, offer services of Training Partner for training of officials of Government of Madhya Pradesh identified in Virtual IT Cadre in accordance with your RFP dated ..... and our Proposal. "We are hereby submitting our Proposal as per the requirements mentioned in the RFP.

We hereby declare that:

- d) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the Bank.
- (b) We meet the eligibility requirements as stated in this RFP, and we confirm our understanding of our obligation to abide by the policy in regard to corrupt and fraudulent practices.
- (c) Our Proposal is binding upon us and subject to any modifications/ amendments MAP\_IT made before the date of submission.
- (d) Our Firm /Company do not face any sanction or any pending disciplinary action from any authority against our our Firm /Company.
- (e) We understand that the Client is not bound to accept any Proposal that the Client receives.

Thanking you,

Authorized Signature{In full and initials}:  
Name and Title of Signatory:  
Name of Bidder (Firm/ Company's name):  
In the capacity of:  
Address:  
Contact information (phone and e-mail):  
Date: \_\_\_\_\_  
Place: \_\_\_\_\_

**ANNEXURE-3: Company Profile**

#	Information	Details
1	Name of responding bidder (Firm/Company):	
2	Complete Address of responding bidder (Firm/Company):	
3	Name, Designation and Address of the contact person to whom all references shall be made regarding this RFP:	
4	Telephone number of contact person:	
5	Mobile number of contact person:	
6	E-mail address of contact person:	
7	Status of Firm/ Company (Public Ltd., Pvt. Ltd. etc.)	
8	Firm/Company Registration Certificate ( Enclosed Certificate)	
9	Address of the Firm/Company	

Note: bidder can include brief profile of the firm/company here. (Not more than three pages).

**ANNEXURE-4: Financial Turnover**

(To be submitted duly signed by Statutory Auditor of the bidder on their letter head)

Sr No	Years	Annual Turnover Details in INR
A	2014-15	
B	2013-14	
C	2012-13	
Average Annual Turnover (A+B+C)/3		

**ANNEXURE-5: FINANCIAL BID COVER LETTER & FORMAT**

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

To,  
{Procuring Entity},

Reference: NIT No. : \_\_\_\_\_ Dated: \_\_\_\_\_

Dear Sir,

We, the undersigned proposer, 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 180 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**

Sr. No	Particulars	Unit	Qty (A)	Base Unit Cost in INR excluding Service Tax and VAT (B)	Total Cost in INR excluding Service Tax and VAT (C)=(A)*(B)
1	One time cost for Content development and training design	1	1		
2	Cost of Programme Management for one year ( <b>Two members</b> ; to be positioned as one senior coordinator at Training partner end and one Training coordinator at MAP_IT end)	1	1		
3	<b>Programme fee</b> - 5 days' Non-residential Training ( <b>including</b> trainer's fees, their Travel, Boarding & Lodging <b>but excluding</b> Participant travel, Boarding & Lodging, TA&DA, Venue and infrastructure costs)	Per Batch (15 Participants)	50 (batches)		
4	5 day Training for per additional participant to the batch as provided at S.No. 3	Per Participant	500 (No. of Participants)		
<b>Total Amount (In Figures): INR</b>					
<b>Total Amount (In Words): INR</b>					

**Notes:-**

- The above mentioned quantities under Serial No. 3 & 4 are purely indicative that are mentioned for the purpose of bid evaluation only. These are bound to change based on the actual No. of participants/ trainings.
- Batch size of 15 per participants mentioned under Serial No. 3 shall be the minimum cut off no. of participants for a batch that would be the minimum guarantee from MAPIT. However, the no. of participants that can go in a batch would be maximum up to 30.
- If a Training organized is not of 5 days then the payment would be made in proportionate to aforesaid rates as per the number of actual days of training.
- The To & Fro charges payable to the participants shall be reimbursed by MAPIT to the Training Partner on actual basis on submission of claim along with supporting.

- The actual expenditures towards Lodging, Boarding, Venue & Infrastructure on a case to case basis shall be payable on mutually agreed rates.
- Applicable service tax/ VAT at prevailing rate, if any, would be payable over and above the agreed cost. The institute would be requiring producing a certificate of deposition of such tax with the tax authority. Tax exemption/ rebate, if any, received by the Institute shall be adjusted. (Will not be payable)
- The Price shall be quoted inclusive of all other taxes, cess & duties as may be applicable on time to time; subject to TDS where ever mandated by the tax law.

Date:

Authorized Signatory

Name:

Designation:

**ANNEXURE-6: SELF-DECLARATION** { to be submitted on the letter head of the bidder }

To,  
Addl Chief Executive Officer  
Madhya Pradesh Agency for Promotion of Information Technology (MAP\_IT)  
State IT Centre, 47-A, Arera Hills, Bhopal 462011

In response to the RFP Ref. No. \_\_\_\_\_ dated \_\_\_\_\_ for  
RFP for Selection of Training Partners for training of officials of Government of Madhya  
Pradesh identified in Virtual IT Cadre, 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,

Authorized Signature{In full and initials}:  
Name and Title of Signatory:  
Name of Bidder (Firm/ Company's name):  
In the capacity of:  
Address:  
Contact information (phone and e-mail):  
Date: \_\_\_\_\_  
Place: \_\_\_\_\_

**ANNEXURE 7: CURRICULUM VITAE (CV) OF KEY PERSONNEL**

<b>General Information</b>	
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"> <li>• Degree</li> <li>• Academic institution graduated from</li> <li>• Year of graduation</li> <li>• Specialization (if any)</li> <li>• Key achievements and other relevant information (if any)</li> </ul>	
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) <p>Prior Professional Experience covering:</p> <p>Organizations worked for in the past</p> <ul style="list-style-type: none"> <li>o Organization name</li> <li>o Duration and dates of entry and exit</li> <li>o Designation Location(s)</li> <li>o Key responsibilities</li> </ul>	
Prior project experience <ul style="list-style-type: none"> <li>o Project name</li> <li>o Client</li> <li>o Key project features in brief</li> <li>o Location of the project</li> <li>o Designation</li> <li>o Role</li> <li>o Responsibilities and activities</li> <li>o Duration of the project</li> </ul> Please provide only relevant projects.	
Proficient in languages (Against each language listed indicate if speak/read/write)	

**ANNEXURE 8: DEPARTMENT DETAILS****Total Number of Target Audience considered from respective departments:****Note: Nos. are indicative in nature**

Department	कुल
Science & Technology	1
Tribal	23
Ayush	2
Higher Education	8
Commerce, Industry & Employment	3
Farmers welfare & Agriculture Development	19
Food, Civil Supply & Consumer Protection	2
Water Resource	8
Technical Education & Skill Development	43
Urban Administration	6
Narvada Velly Development Authoriy	2
Panchayat & Rural Development	10
Vetrinary	13
Land Records	44
Energy	44
Police	2
Fishries	3
WCD	8
Revenue	35
Public Health & Family Welfare	6
Public Health Engineering	3
Public Works Department	2
Forest	11

Commercial Tax	2
Finance	5
Law & Legislative Affairs Department	8
School Education	53
Cooperation	3
General Administration	3
Other	9
Total	378

.....end of the document.....