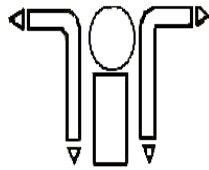




REQUEST FOR PROPOSAL
FOR
SELECTION OF SYSTEM INTEGRATOR
FOR
IMPLEMENTATION OF PROJECT MANAGEMENT TOOL
FOR THE GOVERNMENT OF MADHYA PRADESH



MAP_IT

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

**Phone: 07552518500; Fax: 07552769824;
Email: map_it@mp.nic.in ; url:www.mapit.gov.in**

Aug 2016

Table of Contents

Notice Inviting Tender (NIT)..... 3

Abbreviations & Definitions 4

1. SCHEDULE OF RFP 6

2. PROJECT PROFILE & BACKGROUND INFORMATION 8

3. A. PRE-QUALIFICATION/ ELIGIBILITY CRITERIA 9

4. SCOPE OF WORK, DELIVERABLES & TIMELINES 13

5. INSTRUCTION TO BIDDERS (ITB) 24

6. GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT 39

7. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT..... 48

ANNEXURE-1: PRE-BID QUERIES FORMAT {to be filled by the bidder}..... 51

ANNEXURE-2: SELF-DECLARATION 52

ANNEXURE-3: FINANCIAL BID COVER LETTER & FORMAT..... 53

ANNEXURE-4: DRAFT AGREEMENT FORMAT 55

ANNEXURE 5: BANK GUARANTEE FOR PERFORMANCE SECURITY 59

ANNEXURE 6: CURRICULUM VITAE (CV) OF KEY PERSONNEL 61

ANNEXURE 7: DEPARTMENTS and DISTRICTS..... 62

ANNEXURE 8: ORIGINAL EQUIPMENT MANUFACTURE (OEM) DECLARATION 63

ANNEXURE 9: FORMAT FOR POWER OF ATTORNEY..... 64

ANNEXURE-10- DECLARATION FOR NOT BLACK LISTED 66

Notice Inviting Tender (NIT)

RFP No. 01/PMT/PMF/MAP_IT/2016/572(2nd call)

Bhopal, 12/08/2016

“Request for Proposal for Selection of System Integrator for Implementation of Project Management Tool for the Government of Madhya Pradesh”

MAP_IT invites response on RFP from qualified and experienced System Integrators for Implementation of Project Management Tool for the Government of Madhya Pradesh.

Interested Bidders who qualify as per the criteria mentioned in the document may submit their response to the RFP latest by 26th August 2016 till 3 P.M.

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

**(Addl. Chief Executive Officer)
MAP_IT**

Abbreviations & Definitions

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

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

1. SCHEDULE OF RFP

1	RFP No.	01/PMT/PMF/MAP_IT/2016/572(2nd call)
2	Scope of Work	Request for Proposal for Selection of System Integrator for Implementation of Project Management Tool for the Government of Madhya Pradesh.
3	Name of the tender issuer	Addl. CEO, Madhya Pradesh System Integrator for Promotion of Information Technology (MAP_IT) Address: State IT Centre, 47-A, Arera Hills, Bhopal. Ph.: 0755-2518714
4	Date of issue of tender document	12 th August 2016
5	Last Date for Submission of Bids	26 th August 2016 up to 3 PM
6	Date of Opening Pre-qualification & Technical Bids	26 th August 2016 at 3:30 PM
7	Date of Technical Presentation	To be informed later through e-mail and telephone (Bidder should furnish the mobile number and e-mail of one authorized representative)
8	Date of Price Bid opening	To be informed later through e-mail and telephone (Bidder should furnish the mobile number and e-mail of one authorized representative)
9	Place of Submission & Opening of Bids	Madhya Pradesh System Integrator for Promotion of Information Technology 2 nd Floor, State IT Centre, 47-A Arera Hills, Bhopal
10	Name & Address of the Project Officer In-charge (POIC)	Name: Shri C R Walimbe Designation: Additional CEO Address: Second Floor, State IT Centre, 47-A, Arera Hills, Bhopal. Email: map_it@mp.nic.in Copy to: t.ganeshkumar@mp.gov.in
11	Bid Procedure	Three-stage: three part (envelop) open competitive bid procedure
12	Bid Evaluation Criteria	Quality Cost Based Selection (QCBS) where the Technical score is given a weight of 70% and Financial score is given a weight of 30%.
13	Websites for downloading Bidding Document, Corrigendum's, Addendums etc.	Websites: www.mapit.gov.in/tender.aspx

14	Bid Security	EMD of Rs. 1,00,000/- (Rupees One Lakh Only) in Demand Draft/ Bank Guarantee drawn on any Nationalized/ Scheduled Bank in favour of "MAPIT Bhopal" payable at "Bhopal". This amount will be converted in PSD for the selected SI.
15	Bid Validity	180 days from the bid submission date.

Note:

- 1) The procuring entity reserves the complete right to cancel the bid process and reject any or all of the bids.
- 2) No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.
- 3) Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.

2. PROJECT PROFILE & BACKGROUND INFORMATION

Background:

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

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

As a part of the implementation of PMF, **Microsoft Project Management Tool (Cloud Based)** has been selected for Project Management and Monitoring of the projects of Madhya Pradesh Government departments.

In the 1st phase there are 18 departments and 6 districts being covered under PMF, subsequently it will be implemented in all departments and districts in the state of Madhya Pradesh.

About the Department:

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

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

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

3. A. PRE-QUALIFICATION/ ELIGIBILITY CRITERIA

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

Sr. No.	Basic Requirement	Specific Requirements	Documents Required
1	Legal Entity	The Bidder must be a company registered under Indian Companies Act 1956 or LLP Act 2008 or the Partnership Act 1932	- Certificates of incorporation - Registration Certificates
2	Bidder experience	The bidder should be in the business of System Integration for last 3 financial years (2013-2014, 2014-2015 & 2015-2016) and having an experience of implementation of at least 1 project on Microsoft Project Management Tool in any company/ organization.	Project Completion certificates from client for fulfilling the same.
3	Financial: Turnover	Annual Turnover of the bidder in each of the last three financial years i.e. from 2013-2014, 2014-2015 & 2015-2016 (as per the last published audited balance sheets), should be at least INR 2 Crore from System Integration business for Information Technology Projects in India.	CA Certificate with CA's Registration Number/ Seal for fulfilling the criteria.
4	Implementation Experience	The bidder should have experience of implementation of at least 2 projects of Project Management Tool implementation (Scope of work should include Customization, Configuration, Implementation, Training and Maintenance) in any company/ organization in the last 3 financial years (2013-2014, 2014-2015 & 2015-2016) for 50 users in India.	Project Completion certificates from client for fulfilling the same with scope of work
5	Certification	The bidder must be a CMMi Level 3 or an ISO 9001:2008 certified company	Valid certificate from authorised agency
6	Mandatory Undertaking	The bidder shall not have been black listed by any State Government, Central Government or any other Public Sector undertaking or a Corporation in India as on the date of the submission of bid.	A Self Certified letter as per Annexure 10

7	Security Deposit / EMD	The bidder should furnish, as part of its proposal, an Earnest Money Deposit (EMD) of Rs. One Lakh only (Rs. 1,00,000/-).	Attach original Bank Draft or irrevocable Guarantee (issued under Negotiable Instruments Act 1882 as amended from time to time)
---	------------------------	---	---

B. Technical Evaluation Criteria:

Parameter	Criteria	Max. Marks (100)	Documents Required
1. Project Management Tool Implementation Experience (Max. Marks – 10)	The bidder should have experience for implementation of 1 project on Project Management Tool (Scope of work should include Customization, Configuration, Implementation, Training and Maintenance) with any Central or State Government department or Corporation or Board/ PSU/ Semi-Government organization in the last 3 financial years (from 2013-2014, 2014-2015 & 2015-2016) in India	6	Project Completion certificates from client for fulfilling the same with scope of work
	The bidder should have experience for implementation of 2 projects on Project Management Tool (Scope of work should include Customization, Configuration, Implementation, Training and Maintenance) with any Central or State Government department or Corporation or Board/ PSU/ Semi-Government organization in the last 3 financial years (from 2013-2014, 2014-2015 & 2015-2016) in India	8	
	The bidder should have experience for implementation of 3 projects on Project Management Tool (Scope of work should include Customization, Configuration, Implementation, Training and Maintenance) with any Central or State Government department or Corporation or Board/ PSU/ Semi-Government organization in the last 3 financial	10	

	years (from 2013-2014, 2014-2015 & 2015-2016) in India		
2. Microsoft Project Management Tool Implementation Experience (Max. Marks – 15)	The bidder should have experience for implementation of 1 project of Microsoft Project Management Tool in the last 3 financial years (from 2013-2014, 2014-2015 & 2015-2016) in any company/ organization.	10	Work Completion Certificates from the client; OR Work Orders + Phase Completion Certificate from the client
	The bidder should have experience for implementation of 2 projects of Microsoft Project Management Tool in the last 3 financial years (from 2013-2014, 2014-2015 & 2015-2016) in any company/ organization	12	
	The bidder should have experience for implementation of 3 projects of Microsoft Project Management Tool in the last 3 financial years (from 2013-2014, 2014-2015 & 2015-2016) in any company/ organization	15	
3. Training Experience (Max. Marks – 15)	The bidder should have experience of providing Microsoft Project Management Tool Training to at least 50 users in the last 3 financial years (from 2013-2014, 2014-2015 & 2015-2016) in India	8	Work Completion Certificates from the client; OR Work Orders + Phase Completion Certificate from the client
	The bidder should have experience of providing Microsoft Project Management Tool Training to 51-150 users in the last 3 financial years (from 2013-2014, 2014-2015 & 2015-2016) in India	12	
	The bidder should have experience of providing Microsoft Project Management Tool Training to more than 150 users in the last 3 financial years (from 2013-2014, 2014-2015 & 2015-2016) in India	15	
4. Certification (Max. Marks – 10)	Bidder has valid CMMi level 3 Certification or ISO 9001:2008 certification	6	Accreditation Certificate from authorised agency

	Bidder has valid CMMi level 4 Certification	8	
	Bidder has valid CMMi level 5 Certification	10	
5. Bidders experience (Max. marks - 10)	The bidder should be in the business of System Integration of Information Technology projects for at least 3 years as on 31 st March 2016 in India.	6	Project Completion certificates from client for fulfilling the same.
	The bidder should be in the business of System Integration of Information Technology projects for 6 years as on 31 st March 2016 in India.	8	
	The bidder should be in the business of System Integration of Information Technology projects for 8 years as on 31 st March 2016 in India.	10	
6. Team Profile (Max. Marks – 10)	Bidder should have at least three Microsoft certified professional with minimum 5 years of experience on Project Management Tool implementation in the proposed team	7	List of along with detailed CV of each resource mentioning the Qualification, experience, Microsoft certification, HR Certificate
	Bidder should have at least five Microsoft certified professional with minimum 5 years of experience on Project Management Tool implementation in the proposed team	10	
7. Presentation cum Demonstration (Max. Marks – 30)	1. Approach & Methodology 2. Demonstrate prototype of Project Management Tool Time-30 min	30	Presentation cum Demonstration (30 min)

Note: Minimum marks for Technical qualification are 70

4. SCOPE OF WORK, DELIVERABLES & TIMELINES

Preamble:

- i. Under this RFP, the SI selected for the implementation of Cloud based Microsoft Project Management Tool as per the details mentioned in subsequent sections of this RFP Document.
- ii. The selection shall be valid for a period of 2 years from the date of signing of agreement with the successful bidder. Agreement may be extended for a period of One (1) year with mutual consent.
- iii. Following are the products identified for the implementation of Cloud based Microsoft Project Management Tool

Product Name	Capabilities	User Profile	No. of users
1. Microsoft Project Online	Reporting and Dashboards, Approvals and Centralized View	Top Executive	10
2. Microsoft Project Online with Project Pro for Office 365	Scheduling, Reports + dashboards, Workflows + Approvals, Demand Management, Resource Management, Portfolio Selection, etc.+ Offline desktop client	Project Manager	30
3. Microsoft Project Lite	Task update, timesheet entry, project collaboration (documents, issues, etc.)	Team Member	60

4.1 SCOPE OF WORK (SOW):

4.1.1 The Scope of work will deliver the below:

1. Customize, configure and implement Cloud based Microsoft Project Management Tool for the selected products as per the requirement mention in the functional requirement.
2. Training to end-users on Microsoft Project Management Tool.
3. Technical support of Project Management Tool for 1 year after Go-Live.

4.1.2 No. of Department, Districts and End-users:

1. In the 1st phase there are 18 departments and 6 districts being covered under PMF, subsequently it will be implemented in all departments and districts in the state of Madhya Pradesh. List placed at Annexure-7.
2. The no. of end-users under different categories are 100, but the number may increase to 500 users over a period of 2 years covering 12 additional departments.

4.1.3 Other terms and conditions:

A. Solution:

1. The solution would be hosted in any of the Microsoft/ 3rd party Datacentre in India conforming to security guidelines of Dept. of IT, Govt. of India.
2. The strategic control of the data remains with the Govt. of Madhya Pradesh

3. All the licenses mentioned below will be procured by MAP_IT. The number licenses may be increased or decreased by MAP-IT. The licenses will be made available by MAP_IT to SI.

Product Name	Capabilities	User Profile	No. of users
Microsoft Project Online	Reporting and Dashboards, Approvals and Centralized View	Top Executive	10
Microsoft Project Online with Project Pro for Office 365	Scheduling, Reports + dashboards, Workflows + Approvals, Demand Management, Resource Management, Portfolio Selection, etc.+ Offline desktop client	Project Manager	30
Microsoft Project Lite	Task update, timesheet entry, project collaboration (documents, issues, etc.)	Team Member	60

4. These licenses will be procured on **annual subscription** basis by MAP_IT in phased manner for all the 3 products.
5. IPR of any customization done in the solution will be of Govt. of Madhya Pradesh.
6. For customization requirements- arranging development platform, software and IT infrastructure will be responsibility of the bidder.
7. For detailed study on functional requirement before submission of bid, bidder may submit the request to MAP_IT. All the expenses for same needs to be borne by the bidder.
- 8. Expected time frame after signing of agreement for the Go-Live is 4 calendar months, therefore bidder needs to complete activities in parallel.**
9. All the travel, lodging and boarding expense of the development team shall be borne by the bidder.
10. No IT infrastructure (Desktop PC/ Laptop) will be required to be supplied by the bidder for the end-users.

B. Training:

1. Training needs to be provided to all the 3 category users as per schedule mentioned in the RFP.
2. Training material and manual needs to be provided by the bidder.
3. MAP_IT will provide the training premises and required IT infrastructure for training.
4. All the travel, lodging and boarding expense of the training team of bidder shall be borne by the bidder.
5. No. of participants may increase or decrease as per the requirements.

C. Data back-up and Security:

1. The data backup processes and procedures shall also form part of SOP defined by the SI.
2. SI shall design the Business Continuity & Disaster Recovery Plan.

3. The ownership of the data generated upon usage of the system, at any point of time during the contract or expiry or termination of the contract, shall rest absolutely with Govt. of Madhya Pradesh.
4. The SI shall also Produce and maintain system audit logs on the system for a period agreed to with the MAP_IT. On expiry of the said period the audit logs should be archived and stored off-site at a location agreed with the department.
5. The solution may be subjected to a TPA (third party audit) arranged by MAP_IT and all the recommendations provided by the auditor shall be addressed by the SI to the complete satisfaction of MAP_IT.
6. At the time of exit all the data needs to be maintained and kept in the existing data centre for at least 2 months and then to be the handed over to MAP_IT or at the data centre identified by MAP_IT.

D. Technical Support

1. OEM/ SI should have a 24*365 support centre for technical support.

E. Others:

1. During the contract period, the SI shall ensure that all the documentation including policies, procedures, asset registers, configuration documents etc. are kept up to date and all such documentation is handed over to the MAP_IT during the exit management process.

4.1.4 Functional requirements (Indicative):

Below are the functional areas which require customization in the Project management tool.

S. No.	Features	Functional Requirements
1.	Data Management	<ol style="list-style-type: none"> 1. Ability to create, view, change, and delete projects and associated project data. 2. Ability to enter annotative comments and appending documents, images and links for project documentation. 3. Ability to accommodate a large number of projects. 4. Ability to import/export data from existing systems and databases (e.g., planning, financial systems). 5. Ability to provide data completeness/error checks and data warnings. 6. Ability to allow multiple portfolios and portfolio hierarchies (parent-child links). 7. Ability to search, filter and sort project and portfolio data. 8. Ability to archive project and portfolio data. 9. Ability to conduct statistical analysis of historical data (e.g., trend analysis). 10. Ability to manipulate data (slice, dice and aggregate). 11. Ability to provide dashboard views plus ability to drill down.

S. No.	Features	Functional Requirements
		<p>12. Ability to allow users to configure/customize/format views, graphs, and reports.</p> <p>13. Ability to provide document management (document storage, read, save-as, check-in, check-out, version control, history, etc.).</p> <p>14. Provide a centralized repository providing enterprise level visibility to all projects running in the organization at summary level. The centralized Project Center will act like a centralized dashboard. By clicking on any Projects, users should be able to navigate inside a particular project details area.</p>
2.	Security/ User Management	<p>1. Ability to accommodate a large number of users.</p> <p>2. Ability to provide controlled access and change privileges.</p> <p>3. Ability to provide audit trail capability.</p>
3	Project Monitoring/ Status Reporting	<p>1. Ability to manually/auto load and selectively change project data (start/end dates, etc.).</p> <p>2. Ability to capture, compute and report real-time actuals (e.g., costs, effort, schedule status)</p> <p>3. Ability to aggregate cost, effort and schedule data across projects (e.g., Gantt chart data rollup)</p> <p>4. Ability to calculate performance ratios manually or automatically at specified points in time or at project milestones.</p> <p>5. Ability to provide dashboard view of status of all projects with ability to drill down.</p> <p>6. Ability to compute/display estimates of remaining work (hours to completion, percent of work completed, end-date forecasting, etc.)</p> <p>7. Ability to provide comparison of actual vs. planned progress with variance analysis, alerts and rule-based notification.</p> <p>8. Ability to provide project reporting/forecasting according to government contracting requirements (e.g., earned value analysis).</p> <p>9. Ability to support risk monitoring and on-going multi-project risk management.</p> <p>10. Ability to use project status and project forecasts to update financial budget forecasts.</p> <p>11. Ability to capture and transmit project costs, expenses, commitments, etc., for accounting.</p> <p>12. Ability to support and billing (e.g., expense reporting).</p> <p>13. Configure status indicators at summary level of Project. These indicators should be displayed in Project Center with different colors to depict project status.</p>

S. No.	Features	Functional Requirements
4	General	<ol style="list-style-type: none"> 1. Define hierarchy of Programs, Project and the dependencies between these as per organization and Program structure. 2. Breakdown a Master Project into Sub Projects and individually Manage them with the roll up happening on the master project in real time 3. Define Work Breakdown structure (WBS) consisting of Project activities, responsible persons, expected start and end dates. 4. Reuse Project information through project template that may consist of a work breakdown structure defined with phases, milestones, and tasks with dependencies and responsible roles, folder structures for storing content, questionnaires, document templates, project budgets and resource plans. 5. Multiple browser compatibility / Cross browser Compatibility
5	Task Scheduling	<ol style="list-style-type: none"> 1. Focus on both execution management and schedule creation. Handles all deliverables/digital signatures/automated roll ups. 2. Minimum information on project level includes Name, Duration, Start/Finish dates, Owner, status, percentage completion, Dependencies, Constraints, plan and actual information, related documents/deliverables. Expandable to more information. 3. Auto completion of activities in the Project based on deliverable status. Roll up of percentage completion on overall schedule based on percentage completion and Weightage of individual project task. Provision of Scope of work (with Unit) against each Task and entry of its status in the same unit required. Activity completion percent shall be calculated by these entries.
6	Resource Management	<ol style="list-style-type: none"> 1. Assign a project activity to a Group /team with the Planned time (Days or Months) at the group level. 2. Activity planned duration as either in days or months. 3. Provision for Requirement and Availability of Resources at Task level. Gap in Requirement and Availability and impact of the same on project timelines and cost is to be captured.
7	Collaboration	<ol style="list-style-type: none"> 1. Direct link to task deliverables & action items like drawings / documents directly from the Project Management system. 2. Notifications, Alerts to users/team members/approval authorities of important events such as their work plan and the issues, approvals, documents and any other relevant information in their context. 3. Create and Schedule Program/Project Review Meetings &

S. No.	Features	Functional Requirements
		Discussions with Agenda, duration and action item to Attendees 4. Record committee reviews, comments, decisions - Track and manage action items
8	Access Control	1. The individual tasks in a Project plan are executed through an appropriate Approval Process
9	Estimation	1. Costing and budget management (planned and actual tracking). 2. Provision for entering Activity Based Cost at Task level and monitoring i.e. Planned Vs Actual. 3. Costs must automatically rolled up for phase summaries and for the entire project.
10	Risk Management	1. Risk identification, mitigation planning is integrated with program schedules 2. Associate risks to Project schedule/procurement schedule or individual activities within the schedules 3. Possible to capture various categories of Risks – Financial, Technical, Resource etc. with ability to extend to other risk factors. 4. Define the risk priority number that is a combination of probability of occurrence and impact of risk to prioritize risks 5. Monitor risks with dashboard reports
11	Change Management	1. Project change control mechanism and facility for multiple baselines. 2. Configure change management workflows for approval. 3. Provision for maintaining timelines and details with respect to Scope change proposal, approval, Change order details and impact of Scope change on project timelines and cost. 4. Configure digital signatures and approval lists depending on the type of approval process.
12	Portfolio Management	1. Multiple Programs and projects view provided in various formats for users.

S. No.	Features	Functional Requirements
13	Project Analysis/ Report	<ol style="list-style-type: none"> 1. Easily configurable dashboards which can be at District, Project, Department or State level. These dashboards address schedule, risks, issues, financials and other deliverables/metrics of a project. 2. Milestone based project approval control in which approvals can be driven through group specific checklists and approval processes. All checklists and approvals are online web based and not through files 3. Dashboards to get an aggregated high-level graphical view of project status by phase, risk, quality, issues, Changes, assessments, costs and benefits 4. S Curves for planned vs. actual on Project deliverables 5. Project related issues with status such as pending resolved and time taken for resolution 6. Create configure customised MS Excel based reports & dashboards as per Department requirement
14	Issue Tracking	<ol style="list-style-type: none"> 1. Allows to associate the Issues/reports to a specific project or workspace 2. Generate, tag, upload and track various issues, till they are solved. The status of various issues is made available to various users. 3. Allows to assign a person responsible members/agencies to close the issue and also give them access define expected date of closure, priority, co-owners, escalation matrix, type of issue, recommended resolution etc. on the Issue. 4. Automated Alerts/Notifications to Responsible Assignees and co-owners 5. Allows to associate the Change requests with the affected project deliverables for an automated version control based on the change approval 6. Mark an issue as lesson learnt and automatically create lesson learnt items for future reference.
15	Customization	Most requirements managed through configuration tool. If any customization is needed, simple coding skills are sufficient.

S. No.	Features	Functional Requirements
16	Document Management	<ol style="list-style-type: none"> 1. Manage Documents in context of Projects within folders and subfolders with fine grain security and access Control. 2. Document Categorization with category specific Lifecycles and Workflows, Version/Revision Control, Lock / Unlock 3. Advanced text based search capabilities for finding information related to documents and other Intellectual Property 4. Classification system to categorize and index project documents, standards, workflows, equipment etc. to ensure these are optimized for search and archival
17	Communication Tools	<ol style="list-style-type: none"> 1. Schedule the review meetings and capture the meeting details such as Meeting minutes, list of attendees, topics and artifacts, and final decisions 2. Curate information from multiple MIS if needed along with the Project Management System to provide a single actionable information dashboard to the decision makers in government.
18	Web based	<ol style="list-style-type: none"> 1. Based on latest web based standards and be fully available and accessible on the internet. User experience should be contemporary with drag & drop type of operations, mass editing capabilities and in context dynamic interface to ensure user training and adoption speed is maximized 2. Web Based and scalable to 1000 users simultaneously
19	Quality Management	<ol style="list-style-type: none"> 1. Closed loop issue management present for quality control 2. Task level quality issues and Non-conformance capturing and their impact on project timelines and cost.
20	Time Tracking	<ol style="list-style-type: none"> 1. Timesheet tracking built in with facility for multiple calendars (for different time shifts for different tasks)
21	Hardware	<ol style="list-style-type: none"> 1. Minimal hardware complexity and footprint. System accessible through web browsers for users who need to access and review, primarily in a read only mode, documents and information stored in database
22	Device Support	<ol style="list-style-type: none"> 1. Software is compatible with bare minimum laptop/ desktop/ smartphone/ mobile device capable to ensure maximum diversity of members and contractors can be included in the system.

S. No.	Features	Functional Requirements
23	Search	<ol style="list-style-type: none"> 1. Provides sub-second response in searches to ensure quick reference to information in any location to decision makers 2. Provides personalized search capabilities for all types of data - using latest technologies such as tagging 3. Intuitive which allows people from multiple context to type in information and system guides the members towards the right information search criteria. Facility to map custom terms/terminologies similar in meanings to ensure user search for these terms is interpreted correctly. 4. Simple User interface also to user to manage data check in/out through drag and drop operations
24	Project Budget Management	<ol style="list-style-type: none"> 1. Provision to create Project Budget Template, as per the standards 2. Categorization of Cost Items as Capital and Revenue Expenses. The cost items needed for the budget are selected per project. 3. Create and manage project Budgets and Cost data based on: <ul style="list-style-type: none"> - Timeline - Monthly, Quarterly - Project Phases 4. Budget contains cost items as individual account ledgers 5. Record actual expenses for respected Cost Items for various project transactions 6. Reports such as Planned Vs Actual expenditures under different Cost Items, Project Phase wise etc. 7. Budget Allocation Roll down, and expense Rollup in Program, Project and Project Phase wise
25	Project Summary Dashboard	<ol style="list-style-type: none"> 1. Provide over all summary of project with all possible analytical representation. Graphical representation of project status. 2. Ability to download Dashboard analytics in pdf/Excel format.

Note: Only those functional requirements which are not there in Microsoft Project Management products needs to be customized and configured.

4.2 DELIVERABLES AND TIMELINES

1. The selected SI shall have to submit certain key deliverables which are mentioned hereunder.

A. Software Customization and Configuration:

S. No.	Deliverable	Estimated Effort in man-days
1	Requirement Finalization and sign-off	15
2	EPM set-up (for Project Online)	2
3	Project Templates	3
4	Views Configuration	2
5	Reports Configuration Out of the box	5
6	Process flow Configurations	15
7	Project Publishing. Preparation of project plan from Excel to MPP based on the project types	20
8	Changes to Project Centre, Cost, Resources (Material), Schedule, Risk, Introduction of Scope, Quality.	30
9	Development of Excel /Power BI based reports	40
10	UAT and sign-off	8
	TOTAL	140

B. Project Management Tool Training:

S. No.	Users	Days per batch	Total number of Participants	No. of batches
1	Project Managers	3	80	04 (20 participants per batch)
2	Team Members	2	120	06 (20 participants per batch)
3	Top Executives	1	60	03 (20 participants per batch)

4.3 KEY ROLES & RESPONSIBILITIES

a) System Integrator:

1. The SI selected for the implementation of Cloud based Microsoft Project Management Tool needs to work as per the scope of work mentioned of this RFP document.
2. Deploy onsite, offsite team for implementation
3. Coordinate with Microsoft for hosting and implementation of cloud based solution
4. Provide training as per scope of work
5. Depute a Project Manager as Single Point of Contact (SPOC)
6. Submit a project plan before signing of agreement
7. Adhere to timelines as per RFP.

b) MAP_IT:

1. To co-ordinate with SI and department for meetings related to requirement gathering and sign-offs.
2. To conduct review meeting, if needed, to monitor the overall progress of the project.
3. To approve the training material and get the nominations for training.
4. The training shall be organized in Bhopal/other major cities in India. The specific location of the training shall be informed to the selected bidder along with the work order. The training facilities, i.e. training room/hall, IT infrastructure & software, Audio/Video equipment, refreshments etc. shall be provided by MAP_IT.
5. Make payments for the services rendered by SI as per RFP terms and conditions.

5. INSTRUCTION TO BIDDERS (ITB)

1) Bidding/ Tender Documents

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

2) Pre-bid Meeting/ Clarifications

No pre-bid meeting will be held as this a 2nd call for the RFP.

3) Changes in the Bidding Document

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

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

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

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

4) Period of Validity of Bids

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

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

c) Bidders that agree to an extension of the period of validity of their Bids shall extend or get extended the period of validity of bid securities submitted by them or submit new bid securities to cover the extended period of validity of their bids. A bidder whose bid

security is not extended, or that has not submitted a new bid security, is considered to have refused the request to extend the period of validity of its Bid.

5) Format and Signing of Bids

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

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

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

6) Sealing and Marking of Bids

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

b) The inner and outer envelopes shall: -

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

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

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

d. bear a warning not to be opened before the time and date for bid opening, in accordance with the 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 Three stage-Three part/ envelope system shall be followed where: -

Envelope 1: Pre-Qualification bid with covering letter as per Annexure-2

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

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

c) Power-of-attorney granting the person signing the proposal the right to bind the bidder as the 'Constituted attorney of the Directorate'. (ONE Original + ONE Copy + ONE CD in the envelope)

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

Envelope 2: Technical Bid

- a) Technical Bid and all the documents, should be enclosed in second sealed envelope as per Technical Evaluation Criteria. (ONE Original + ONE Copy + ONE CD) in the envelope)
- b) Approach & Methodology (ONE Original + ONE Copy + ONE CD in the envelope)

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

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

Note: The bid document should be properly indexed, numbered with proper binding

7) Cost & Language of Bidding

- a) The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the procuring entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- b) The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the procuring entity, shall be written only in English/Hindi Language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English/ Hindi language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

8) Alternative/ Multiple Bids

Alternative/ Multiple Bids shall not be considered at all.

9) Bid Security

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

- a. Bid security instrument or a bid securing declaration shall necessarily accompany the sealed pre-qualification bid.

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

10) Deadline for the submission of Bids

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

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

11) **Late Bids**

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

12) **Receipt and Custody of Bids**

- a) The bids shall be received by hand delivery, by courier or by post in the specified format up to the specified time and date and at the specified place, by the person authorised by the procuring entity.
- b) The person authorised to receive the bids shall provide a receipt signed by him with date and time of receipt of bid to the person, who delivers the bid.
- c) All bids received unsealed, in torn or damaged condition through post or by personal delivery shall be so marked and signed on the cover by the person receiving the same and get signed on it by the person delivering it and put in a fresh cover and reseal, if so warranted. All such entries shall be attested by the receiving person.
- d) The record of bids received late through post shall be entered in bids receipt register.
- e) Bids received or given on form other than the prescribed form shall not be considered.

13) **Withdrawal, Substitution, and Modification of Bids**

- a) A Bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written Notice, duly signed by an authorized signatory, and shall include a copy of the authorization. The corresponding substitution or modification of the bid must accompany the respective written Notice. All Notices must be: -
 - i. submitted in accordance with the bidding document, and in addition, the respective envelopes shall be clearly marked “Withdrawal,” “Substitution,” “Modification”; and
 - ii. received by the procuring entity prior to the deadline prescribed for submission of bids.
- b) Bids requested to be withdrawn shall be returned unopened to the Bidders.

c) No bid shall be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of the specified bid validity or any extension thereof.

14) **Opening of Bids**

a) The sealed bid shall be opened by the bid evaluation committee constituted by the procuring entity at the time, date and place specified in the bidding document in the presence of the bidders or their authorised representatives, who choose to be present.

b) The bids shall be opened by the Bid Evaluation Committee in the presence of the bidders or their authorised representatives who choose to be present.

c) No bid shall be rejected at the time of bid opening except the late bids, alternative bids (if not permitted).

d) In case of three stage: three part/ envelope bids, only outer envelopes and envelopes marked as “Pre-Qualification” & “Technical Bid” shall be opened in the sequence of the serial numbers marked on them. The envelopes marked as “Financial Bid” shall be kept intact and safe and shall be opened of only those bidders who qualify in the evaluation of their Pre-qualification & Technical Bids in the manner as mentioned above, on the date and time to be intimated to those bidders.

e) In case, during bid opening, the financial bid is also found in the Pre-Qualification or Technical Bid envelope, then the bid opening committee, in the presence of bidders, shall seal the financial bid in a separate envelope.

15) **Selection Method:**

a) The selection method is Quality Cost Based Selection (QCBS), where the Technical score is given a weight of 70% and Financial score is given a weight of 30 %.

b) All the submitted response shall be scrutinized on the basis of information and supporting documents submitted by the bidder under this RFP.

c) The bidders meeting all the eligibility criteria and other conditions as stated in the RFP shall be considered for Technical Evaluation.

d) Subsequently the financial bid of all the technically qualified bidders who secure minimum marks of 70 shall be opened.

16) **Clarification of Bids**

a) To assist in the examination, evaluation, comparison and qualification of the bids, the bid evaluation committee may, at its discretion, ask any bidder for a clarification regarding its bid. The committee’s request for clarification and the response of the bidder shall be in writing.

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

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

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

17) Evaluation & Tabulation of Pre-Qualification and Technical Bids

a) Preliminary Examination of Bids

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

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

b) Determination of Responsiveness

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

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

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

c. A material deviation, reservation, or omission is one that,

i. if accepted, shall:-

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

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

c) Non-material Non-conformities in Bids

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

d) Technical Evaluation Criteria

The bidders' solution proposed in the bid document are evaluated as per the requirements specified in the RFP and adopting the evaluation criteria spelt out in the RFP document. The Bidders are required to submit all required documentation in support of the evaluation criteria specified in the RFP.

Technical Proposal Presentation and Proposed Application Demonstration: The committee shall invite each bidder to make a presentation to MAP_IT at a date, time and venue determined by MAP_IT. The bidder shall also give a detailed live demonstration of the proposed Application with respect to functionalities and features.

The Bid Evaluation Committee may seek written clarifications from the bidders. The primary function of clarifications in the evaluation process is to clarify ambiguities and uncertainties arising out of the evaluation of the bid documents. Oral clarifications provide the opportunity for the committee to state its requirements clearly and for the bidder to more clearly state its proposal. The committee may seek inputs from their professional, technical faculties in the evaluation process.

Depending on the evaluation criteria mentioned, each Technical Bid will be assigned a technical score (Tb) out of a maximum of 100 points. Only the bidders, who score a Technical score (Tb) of 70 (Seventy) or more, will qualify for the financial bid evaluation.

e) Tabulation of Technical Bids

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

18) Evaluation & Tabulation of Financial Bids

A. Evaluation of Commercial Bids

The Financial bids of only technically qualified bidders will be opened. Those technically qualified bidders who have also deposited the Bid Security shall be termed as Substantially Responsive (i.e. eligible and technically qualified and have also deposited Bid Security). The Client's determination of a Bid's responsiveness is to be based on the contents of the Bid itself and not on any extrinsic evidence. The Commercial proposals of the technically qualified bidders will be evaluated as per the evaluation criteria mentioned below:

The lowest Commercial (Bid value) value (Cm) among technically qualified bids would be given the maximum financial score (i.e. 100). Financial scores of the other financial bids shall be calculated as per the formula below:

$$C_n = (C_m/C_b) \times 100$$

Where Cn = Financial score of the bid under consideration

Cm = Lowest Bid Value in INR

Cb = Bid Value in INR of the bid under consideration

B. Final Selection of System Integrator

Final Selection shall be based on the QCBS method where the Technical score (Tb) is given a weight of 0.7 i.e. (70%) and Financial score (Cn) is given a weight of 0.3 i.e. (30 %).

$$\text{Final Score of the bid} = (0.7 \times T_b) + (0.3 \times C_n)$$

The bid with the highest final score calculated in this fashion shall be considered as the best value bid. In case of a tie, the bid that scored a higher Technical score (Tb) among the bids in a tie will be considered the best value bid.

C. Negotiations, Contract Finalization and Award

Under exceptional circumstances, the MAP_IT reserves the right to negotiate with the bidder(s) whose Final score has been ranked the highest by the committee. A contract will be awarded to the responsible, responsive bidder whose proposal conforms to the RFP and is, in the opinion of the MAP_IT. Evaluations will be based on the proposals, and any additional information requested by the MAP_IT.

19) Correction of Arithmetic Errors in Financial Bids

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

- a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail

and the total price shall be corrected, unless in the opinion of the bid evaluation committee there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to clause (a) and (b) above.

20) Exclusion of Bids/ Disqualification

a) A procuring entity shall exclude/ disqualify a bid, if: -

a. the information submitted, concerning the qualifications of the bidder, was false or constituted a misrepresentation; or

b. the information submitted, concerning the qualifications of the bidder, was materially inaccurate or incomplete; and

c. the bidder is not qualified as per pre-qualification/ eligibility criteria mentioned in the bidding document;

d. the bid materially departs from the requirements specified in the bidding document or it contains false information;

e. the bidder, submitting the bid, his agent or any one acting on his behalf, gave or agreed to give, to any officer or employee of the procuring entity or other governmental authority a gratification in any form, or any other thing of value, so as to unduly influence the procurement process;

f. a bidder, in the opinion of the procuring entity, has a conflict of interest materially affecting fair competition.

b) A bid shall be excluded/ disqualified as soon as the cause for its exclusion/ disqualification is discovered.

c) Decision of a procuring entity to exclude a bid shall be communicated to the concerned bidder in writing.

21) Acceptance of the successful bids and Selection of SI

a) Only one company will be selected.

b) If the issuance of formal letter of acceptance is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the bidder. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email (if available) to the address of the bidder given in the bidding document. Until a formal contract is executed, the letter of acceptance or LOI shall constitute a binding contract.

c) The bid security of the bidders whose bids could not be accepted shall be refunded in due course of time after the agreement with the selected SI is signed and its performance security is obtained.

22) Information and publication of award

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

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

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

24) Work Order Issued to Bidder under Agreement

a) As per the project requirements, from time to time, the Purchaser shall issue work order to the selected bidder(s) for the services, however the agreement does not guarantee the bidder to receive any minimum / committed number of work order (/s) from MAP_IT

b) The work order shall specify the quantity of services to be provided along with other related details and schedule for delivery of services.

25) Performance Security Deposit (PSD)

a) EMD of Rs. 1,00,000/- (Rupees One Lakh only) in Demand Draft/ Bank Guarantee drawn on any Scheduled Bank in favour of "MAPIT Bhopal" payable at "Bhopal". This amount will be converted in PSD for the selected SI.

b) In case of the security deposit of Rs 1.00 Lakh is submitted in the form of irrevocable Bank Guarantee (issued under Negotiable Instruments Act 1882 as amended from time to time), the same needs to be converted/renewed into Performance security deposit as furnished in the specified form. The converted/renewed irrevocable PSD (issued under Negotiable Instruments Act 1882 as amended from time to time) should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period. The PSD should be submitted before the signing of the agreement.

c) Forfeiture of Security Deposit: Security amount in full or part may be forfeited, including interest, if any, in the following cases:-

i. When any terms and condition of the contract is breached.

ii. When the bidder fails to make complete supply satisfactorily.

iii. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.

d) Notice will be given to the bidder with reasonable time before PSD deposited is forfeited.

e) No interest shall be payable on the PSD.

26) Execution of agreement

- a) An agreement shall come into force from the date on which the letter of acceptance or letter of intent is despatched to the bidder.
- b) The successful bidder shall sign the agreement within 7 days from the date on which the letter of acceptance or letter of intent is despatched to the successful bidder.
- c) If the bidder, whose bid has been accepted, fails to sign a written agreement or fails to furnish the required performance security within specified period, the procuring entity shall take action against the successful bidder as per the provisions of the bidding document and Act. The procuring entity may, in such case, cancel the procurement process or if it deems fit, offer for acceptance the rates of lowest or most advantageous bidder to the next lowest or most advantageous bidder, in accordance with the criteria and procedures set out in the bidding document.
- d) The bidder will be required to execute the agreement on a non-judicial stamp of specified value at its cost and to be purchase from anywhere in Madhya Pradesh only.

27) Confidentiality

- a) Notwithstanding anything contained in this bidding document but subject to the provisions of any other law for the time being in force providing for disclosure of information, a procuring entity shall not disclose any information if such disclosure, in its opinion, is likely to: -
 - a. impede enforcement of any law;
 - b. affect the security or strategic interests of India;
 - c. affect the intellectual property rights or legitimate commercial interests of bidders;
 - d. affect the legitimate commercial interests of the procuring entity in situations that may include when the procurement relates to a project in which the procuring entity is to make a competitive bid, or the intellectual property rights of the procuring entity.
- b) The procuring entity shall treat all communications with bidders related to the procurement process in such manner as to avoid their disclosure to competing bidders or to any other person not authorised to have access to such information.
- c) The procuring entity may impose on bidders and sub-contractors, if there are any for fulfilling the terms of the procurement contract, conditions aimed at protecting information, the disclosure of which violates (a) above.
- d) In addition to the restrictions specified above, the procuring entity, while procuring a subject matter of such nature which requires the procuring entity to maintain confidentiality, may impose condition for protecting confidentiality of such information.

28) Cancellation of procurement process

- a) If any procurement process has been cancelled, it shall not be reopened but it shall not prevent the procuring entity from initiating a new procurement process for the same subject matter of procurement, if required.
- b) A procuring entity may, for reasons to be recorded in writing, cancel the process of procurement initiated by it -
 - a. at any time prior to the acceptance of the successful bid; or
 - b. after the successful bid is accepted in accordance with (d) and (e) below.
- c) The procuring entity shall not open any bids or proposals after taking a decision to cancel the procurement and shall return such unopened bids or proposals.
- d) The decision of the procuring entity to cancel the procurement and reasons for such decision shall be immediately communicated to all bidders that participated in the procurement process.
- e) If the bidder whose bid has been accepted as successful fails to sign any written procurement contract as required, or fails to provide any required security for the performance of the contract, the procuring entity may cancel the procurement process.
- f) If a bidder is convicted of any offence under the Act, the procuring entity may: -
 - a. cancel the relevant procurement process if the bid of the convicted bidder has been declared as successful but no procurement contract has been entered into;
 - b. rescind (cancel) the relevant contract or forfeit the payment of all or a part of the contract value if the procurement contract has been entered into between the procuring entity and the convicted bidder.

29) Code of Integrity for Bidders

- a) No person participating in a procurement process shall act in contravention of the code of integrity prescribed by the State Government.
- b) The code of integrity include provisions for: -
 - a. Prohibiting
 - i. any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
 - ii. any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
 - iii. any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
 - iv. improper use of information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process or for personal gain;
 - v. any financial or business transactions between the bidder and any officer or employee of the procuring entity;

- vi. any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
 - vii. any obstruction of any investigation or audit of a procurement process;
- b. disclosure of conflict of interest;
 - c. disclosure by the bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other procuring entity.
- c) Without prejudice to the provisions below, in case of any breach of the code of integrity by a bidder or prospective bidder, as the case may be, the procuring entity may take appropriate measures including: -
- a. exclusion of the bidder from the procurement process;
 - b. calling-off of pre-contract negotiations and forfeiture or encashment of bid security;
 - c. forfeiture or encashment of any other security or bond relating to the procurement;
 - d. recovery of payments made by the procuring entity along with interest thereon at bank rate;
 - e. cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;

30) Interference with Procurement Process

A bidder, who: -

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

31) Appeals

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

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

32) Monitoring of Contract

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

6. GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT

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

Definitions

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

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

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

1) Contract Documents

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

2) Interpretation

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

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

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

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

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

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

3) Language

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

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

4) Notices

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

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

5) Governing Law

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

6) Scope of Services

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

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

7) Delivery of services

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

8) Selected Bidder's Responsibilities

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

9) Purchaser's Responsibilities

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

10) Contract Price

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

11) Recoveries from Selected Bidder

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

12) Taxes & Duties

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

13) Copyright

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

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

14) Confidential Information

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

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

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

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

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

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

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

15) Sub-contracting

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

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

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

16) Specifications and Standards

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

iv. LD shall be applicable on all the item mentioned of the Financial Bid format.

18) Limitation of Liability

Except in cases of gross negligence or wilful misconduct: -

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

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

19) Force Majeure

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

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

c) If a Force Majeure situation arises, the selected bidder shall promptly notify the MAP_IT in writing of such conditions and cause thereof within 15 days of occurrence of such event. Unless otherwise directed by MAP_IT, the selected bidder shall continue to perform its obligations under the contract as far as reasonably practical.

- d) If the performance in whole or part or any obligation under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party at its option may terminate the contract without any financial repercussion on either side.
- e) In case a Force Majeure situation occurs with the MAP_IT, the MAP_IT may take the case with the selected bidder on similar lines.

20) A. Change Request

- a) The Purchaser may at any time order the selected bidder through Notice, to make changes within the general scope of the Contract in any one or more of the following: -
 - i. the scope of software customization;
 - ii. the no. of department, users, licenses, trainings; and
 - iii. the related services to be provided by the selected bidder.
- b) Effort estimation for change request for any customization in the software/ solution other than finalized as per the scope of RFP will be done jointly by Technical committee of MAP_IT and SI. The blended man-month rate finalized in the agreement will be the basis of the costing. The change request will be capped at 20% of the bid value.
- c) Prices to be charged by the selected bidder for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the selected bidder for similar services.

20) B. Additional Departments

The no. of additional department to be added other than the 18 departments (Annexure-7) will be capped to 12. The department on-boarding rate finalized in the agreement will be the basis of the costing.

21) Termination

Termination for Default

- i. The tender sanctioning authority of MAP_IT may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the selected bidder, terminate the contract in whole or in part: -
 - a. If the selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by MAP_IT; or
 - b. If the selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
 - c. If the selected bidder, in the judgement of the Purchaser, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
 - d. If the selected bidder commits breach of any condition of the contract.
- ii. If MAP_IT terminates the contract in whole or in part, amount of PSD may be forfeited.

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

Termination for Insolvency

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

Termination for Convenience

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

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

22) Settlement of Disputes

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

b) Standing Committee for Settlement of Disputes: If a question, difference or objection arises in connection with or out of the contract/ agreement or the meaning of operation of any part, thereof or the rights, duties or liabilities of either party have not been settled by mutual discussions or the decision of tender sanctioning Procurement Committee, it shall be referred to the empowered standing committee for decision, if the amount of the claim is more than Rs. 1,00,000/-. The empowered standing committee shall consist of following members: -
(MAP_IT)

CEO MAP_IT : CEO

Additional CEO, MAP_IT : Member

Deputy Director/OSD, MAP_IT : Member

Deputy Director (Finance), MAP_IT : Member

A Legal Expert to be nominated by the CEO : Member

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

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

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

7. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT

1) Payment Terms and Schedule

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

A. Software Customization:

1. 10% on the SRS sign-off
2. 30% after customization of required fields
3. 40% after Go-live
4. 20% after 3 months of Go-Live

B. Training:

1. 80% after the completion of batch and within 15 days of submission of invoices
2. 20% after completion of all trainings or after 2 months of the completion of batch whichever is earlier.

C. Annual Technical Support: On quarterly basis in equal installments

- i. The SI request for payment shall be made to the purchaser in writing, accompanied documents mentioned 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.
- ii. Documents required, whichever applicable along with documents for desired deliverables, to be submitted to MAP_IT for Payment (in Triplicate)
- iii. 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 bidder, and the purchaser has accepted it.
- iv. The currency or currencies in which payments shall be made to the selected bidder under this Contract shall be Indian Rupees (INR) only.
- v. All remittance charges will be borne by the selected bidder.
- vi. In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.
- vii. 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.
- viii. 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

A. Software Customization, Configuration and Implementation:

S. No.	Deliverable	Time frame in days	Penalty
1	Requirement Finalization and sign-off	15	All the timelines start from the date of signing of the contract with SI For 2 weeks (5 working days) of delay in Achieving any of the milestones, MAP_IT shall levy a penalty of Rs.50,000 from the SI. If the overall delay in any milestone is beyond one month, then CEO, MAP_IT may at his/her discretion, invoke the entire Performance Bank Guarantee amount and terminate the contract.
2	EPM set-up (for Project Online)	2	
3	Project Templates	3	
4	Views Configuration	2	
5	Reports Configuration Out of the box	5	
6	Process flow Configurations	15	
7	Project Publishing. Preparation of project plan from Excel to MPP based on the project types	20	
8	Changes to Project Centre, Cost, Resources (Material), Schedule, Risk, Introduction of Scope, Quality.	30	
9	Development of Excel /Power BI based reports	40	
10	UAT and sign-off	8	

B. Training

Sr. No.	Activity	Service Description	Measurement Parameter	Service Level	Penalty	Remarks
1	Project Management Tool Training	The training quality should be above par.	Average feedback rating by the trainees calculated for the training batch	Average Rating ≥ 7.5 (10 point scale)	1) 5% of cost of training of the concerned batch for average rating between 6.5 to 7.4. 2) Between 5.5 to 6.4 10% of cost of training of the concerned batch.	1. Penalty will not be more than 10% of the total value mentioned in the work order 2. Rating will be considered on the parameters of Delivery, Content & Trainer.

					3) Below 5.5 points the further trainings maybe liable for termination.	
2	Trainer	Availability of trainer	Non-availability of trainer	100%	1. Penalty of 10% of the total value mentioned in the work order if trainer is not available	No payments for the batch

C. Operational SLA

Sr. No.	Service Description	Remarks
1	Availability of cloud Services/ solution availability over the Internet	Penalty will be applicable as per back to back SLA arrangement between MAP_IT and Microsoft, not to SI
2	Resolution of critical* faults in cloud services	
3	Resolution of non-critical** faults in cloud services	

*Critical faults are those which result in: i) unavailability of service resulting in a direct business impact (excluding planned outages), due to which business critical activities fail ii) unavailability of an important application or network functions, which directly or indirectly affect multiple users.

** Non-critical faults are those which result in limited business impact. The fault prevents Government employees and end-users from effectively performing business activities, although important key business will not be adversely affected. By the end of the three months after Go-Live, the SI and MAP_IT shall finalise the list of critical and non-critical faults.

Note: For any delay not attributed to SI, the penalty will not be imposed. Penalty is capped @ 10% of the work-order issued.

ANNEXURE-1: PRE-BID QUERIES FORMAT {to be filled by the bidder}

Since this is a 2nd call of the RFP hence no pre-bid queries would be entertained.

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

To,
Addl. CEO, MAP_IT

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

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

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

Thanking you,
Name of the Bidder: -
Authorised Signatory: -
Seal of the Organization
Date: _____
Place: _____
Email: _____
Mobile no. _____

ANNEXURE-3: FINANCIAL BID COVER LETTER & FORMAT

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

To,
Addl. CEO, MAP_IT,

Reference: NIT No. : _____ Dated: _____

Dear Sir,

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

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

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

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

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

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

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

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

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

Date:
Authorized Signatory
Name:
Designation:

Financial Bid Format**Annexure- A**

Sr. No.	Item No. and Description	Unit	Qty (A)	Base Unit Cost in INR excluding Service Tax (B)	Base Unit Cost in INR including Service Tax ©	Total Cost in INR including Service Tax (A)x(C)
1	Software Customization, configuration and implementation	Lumpsum				
2	Project Managers training on Project Management Tool (3 days)	1	80			
3	Team members training on Project Management Tool (2 days)	1	120			
4	Top executives Training on Project Management Tool (1 day)	1	60			
5	Annual Technical support per annum	1 year	1			
Total Amount (In Figures): INR						
Total Amount (In Words): INR						

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

Date:

Authorized Signatory

Name:

Designation:

Annexure- B: Rates for Change Request and On-boarding of additional department

Sr. No.	Item No. and Description	Unit	Qty (A)	Base Unit Cost in INR excluding Service Tax (B)	Base Unit Cost in INR including Service Tax ©	Total Cost in INR including Service Tax (A)x(C)
1	Blended Man- month rate for change request in software customization*	1 month	1			
2	Rate for on-boarding additional 1 department other than 18 departments**	1 department	1			

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

Note: Annexure B will not be a part of Financial Bid Evaluation.

***Scope of Change Request in software customization will be limited to 20% of the bid value**

****No. of additional department to be added will be capped to 12.**

Date:

Authorized Signatory

Name:

Designation:

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

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

And

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

Whereas,

MAP_IT is desirous of appointing System Integrator for **Implementation of Project Management Tool for the Government of Madhya Pradesh** as per the Scope of Work and Terms and Conditions as set forth in the RFP document dated _____ of <NIT No _____>. This agreement shall be valid for a period of 2 year from the date of signing of agreement. The Agreement may be extended for a period of One (1) year with mutual consent at the same rates.

And whereas

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

And whereas

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

And whereas

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

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

1. The NIT Ref. No. _____ dated _____ and RFP document dated _____ issued by MAP_IT along with its enclosures/ annexures and corrigendum (if any) and bid documents along with clarifications (if any) submitted by M/s _____ against the mentioned RFP, wherever applicable, are deemed to be taken as part of this contract and are binding on both the parties executing this contract.

2. In consideration of the payment to be made by MAP_IT to successful bidder at the rates set forth at Annexure-1(Financial Bid) of this Rate Contract duly provide the services set forth in the Scope of Work thereof and provide related services in the manner set forth in the RFP, Project Management Framework, MAP_IT

along with its enclosures/ annexures with subsequent clarifications and Financial Bid submitted by SI.

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

4. The timelines for the prescribed Scope of Work, requirement of services shall be effected from the date of signing of Agreement and completed by successful bidder within the period as specified in the RFP document.

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

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

Note:

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

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

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

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

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

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

Signed By:	Signed By:
() Designation:	Addl. CEO, MAP_IT
Company:	
<i>In the presence of:</i>	<i>In the presence of:</i>
() Designation: Company:	() Designation:
() Designation: Company:	() Designation:

ANNEXURE 5: BANK GUARANTEE FOR PERFORMANCE SECURITY

To

[The Addl. CEO, MAP_IT

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

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

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

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

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

Project Management Framework, MAP_IT

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

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

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

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

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

For

Name of Bank:

ANNEXURE 6: CURRICULUM VITAE (CV) OF KEY PERSONNEL

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

ANNEXURE 7: DEPARTMENTS and DISTRICTS**Total Number of Projects from respective departments:**

S. No.	Department	No. of Projects
1	Public Works	11
2	Urban Development and Environment	6
3	Water Resources	8
4	Public Health & Engineering	2
5	Commerce and Industries (TRIFAC)	4
6	Health	3
7	Medical Education	7
8	Technical Education	5
9	Tourism	5
10	Energy	6
11	Renewal Energy	1
12	School Education	1
13	Revenue	3
14	Labour	4
15	Science & Technology	1
16	Fisheries	1
17	Law & Legislative Affairs	1
18	Women & Child Development	1

Districts: 1. Bhopal 2. Indore 3. Ujjain 4. Gwalior 5. Jabalpur 6. Singrauli

ANNEXURE 8: ORIGINAL EQUIPMENT MANUFACTURE (OEM) DECLARATION

NOT REQUIRED

ANNEXURE 9: FORMAT FOR POWER OF ATTORNEY

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

Dated: _____

POWER OF ATTORNEY

To Whomsoever It May Concern

Know all men by these presents, we _____ (name and registered office address of the Bidder) do hereby constitute, appoint and authorize Mr. _____ (Name of the Person(s)), domiciled at _____ (Address), acting as _____ (Designation and the name of the firm), as Authorized Signatory and whose signature is attested below, as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for **“Request for Proposal for Selection of System Integrator for Implementation of Project Management Tool for the Government of Madhya Pradesh”**, vide Notice Inviting Tender (NIT) dated _____, issued by The Addl. CEO,MAP_IT, including signing and submission of all documents and providing information and responses to clarifications / enquiries etc. as may be required by MAP_IT or any governmental authority, representing us in all matters before MAP_IT, and generally dealing with MAP_IT in all matters in connection with our Proposal for the said Project.

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

For -----

(Signature)

(Name, Title and Address)

Accept

(Attested signature of Mr _____)

(Name, Title and Address of the Attorney)

Notes:

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

ANNEXURE-10- DECLARATION FOR NOT BLACK LISTED

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

Date.....

To,

Addl. CEO, MAP_IT
State IT Centre, 47-A,
Arera Hills, Bhopal.

Dear Sir,

Ref.: RFP No.

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

Signature of Bidder.....

Place:

Name.....

Date:

Designation.....

Seal