



MAP_IT

Madhya Pradesh Agency For Promotion Of Information Technology

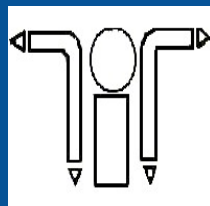


TENDER DOCUMENT

**Empanelment of Agencies
To provide Technical Resources
for**

Software Development and Maintenance Services

Date: 20/12/2016



**Madhya Pradesh Agency for Promotion of Information
Technology**

State I.T. Centre, 47 – A, Arera Hills, Bhopal

Website: www.mapit.gov.in

DISCLAIMER

All information contained in this Request for Empanelment (RFE) provided/ clarified are in the good interest and faith. This is not an agreement and this is not an offer or invitation to enter into an agreement of any kind with any party.

Though adequate care has been taken in the presentation of this RFE document, the interested firms shall satisfy it-self that the document is complete in all respects. The information published in this document is not intended to be exhaustive. Interested Bidders are required to make their own enquiries and assumptions wherever required.

Intimation of discrepancy, if any, should be given to the specified office immediately. If no intimation is received by this office by the date mentioned in the document, it shall be deemed that the RFE document is complete in all respects and firms submitting their bids are satisfied that the RFE document is complete in all respects.

Madhya Pradesh Agency for Promotion of Information Technology (A society under Department of Science & Technology, Government of Madhya Pradesh) reserves the right to reject any or all of the applications submitted in response to this RFE document at any stage without assigning any reasons whatsoever. Madhya Pradesh Agency for Promotion of Information Technology also reserves right to withhold or withdraw the process at any stage with intimation to all who have submitted their bids in response to this RFE. Madhya Pradesh Agency for Promotion of Information Technology reserves the right to change/ modify/ amend any or all of the provisions of this RFE document without assigning any reason. Any such change would be communicated to the bidders by posting it on the website of Madhya Pradesh Agency for Promotion of Information Technology (www.mapit.gov.in).

Neither Madhya Pradesh Agency for Promotion of Information Technology nor their employees and associates will have any liability to any prospective Respondent interested to apply or any other person under the law of contract to the principles or resolution or unjust enrichment or otherwise for any loss, expense or damage which may raise from or be incurred or suffered in connection with anything contained in this RFE document, any matter deemed to form part of this RFE document, the award of the Assignment, the information and any other information supplied by or on behalf of Madhya Pradesh Agency for Promotion of Information Technology or their employees and Prime applicant (PA)/ Consortiums or otherwise arising in any way from the selection process for the Assignment.

Information provided in this document or imparted to any respondent as part of RFE process is confidential to Madhya Pradesh Agency for Promotion of Information Technology and shall not be used by the respondent for any other purpose, distributed to, or shared with any other person or organization.

Table of Contents

1. NOTICE INVITING TENDER (NIT)	4
2. IMPORTANT DATES	5
3. INTRODUCTION	6
3.1. MADHYA PRADESH AGENCY FOR PROMOTION OF INFORMATION TECHNOLOGY	6
3.2. BACKGROUND.....	6
3.3. ELIGIBILITY / QUALIFYING CRITERIA	6
3.4. EARNEST MONEY DEPOSIT	8
4. BIDDING INSTRUCTIONS	9
4.1. SUBMISSION OF BIDS.....	9
4.2. TECHNICAL BID	9
4.3. FINANCIAL BID	9
4.4. PERIOD OF VALIDITY OF PROPOSAL	9
4.5. AMENDMENTS TO RFE	10
4.6. LANGUAGE OF PROPOSAL.....	10
4.7. CURRENCY OF THE PROPOSAL AND PAYMENT	10
4.8. CLARIFICATION ON BIDS.....	10
4.9. BID OPENING.....	10
4.10. BID EVALUATION	11
4.10.1. <i>Technical Evaluation</i>	11
4.10.2. <i>Financial Evaluation</i>	11
4.10.3. <i>Process of Empanelment</i>	12
4.11. TERMS OF EMPANELMENT.....	13
5. GENERAL TERMS AND CONDITIONS	14
5.1. PAYMENT TERMS.....	14
5.2. CONFIDENTIALITY	14
5.3. MAP_IT RESERVES THE RIGHT TO THE FOLLOWING	14
5.4. OTHER INSTRUCTIONS	14
5.5. DISQUALIFICATION.....	15
5.6. MODIFICATION, SUBSTITUTION & WITHDRAWAL OF THE PROPOSAL.....	15
5.7. LIQUIDATION/PENALTY.....	16
5.8. TERMINATION OF CONTRACT	17
5.8.1. <i>Termination by Default</i>	17
5.8.2. <i>Termination for Insolvency, Dissolution etc.</i>	17
5.8.3. <i>Termination for Convenience</i>	17
5.9. FORCE MAJEURE	17
5.10. DISPUTES AND ARBITRATION.....	18
6. ANNEXURES	19
6.1. ANNEXURE 1: PROPOSAL FORM	19
6.2. ANNEXURE 2: QUALIFICATION OF THE BIDDER.....	21
6.2.1. <i>Bidder Information Sheet</i>	21
6.2.2. <i>Experience/Project Details</i>	21

6.3. ANNEXURE 3: QUALIFICATION & EXPERIENCE OF TECHNICAL RESOURCES22
6.4. ANNEXURE 4: FINANCIAL BID FORMAT24
6.5. ANNEXURE 5: DETAILED COMMERCIALS.....25

1. Notice Inviting Tender (NIT)

Madhya Pradesh Agency for Promotion of Information Technology, Government of Madhya Pradesh

Tender for Empanelment of Software Development Agency

Tenders are invited from reputed Software Development Agencies based in India for providing “**Technical resources for Software Development and Maintenance Services**” at MAP_IT, Department of Science & Technology, Government of Madhya Pradesh.

The RFE document can be downloaded from the Madhya Pradesh e-Procurement Portal www.mpeproc.gov.in commencing **20/12/2016 10:30 AM IST**. The bids are to be submitted online through the e-Procurement Portal only. A copy of the RFE would also be available at MAP_IT Website (www.mapit.gov.in). Cost of RFE document is Rs. 1,000/- INR (Rupees One thousand only).

The last date and time for Submission of RFE Responses is **12/01/2017, 03:00 PM IST**. For Eligibility criteria, timelines and other relevant details, please refer the RFE document.

(Addl. Chief Executive Officer)

MAP_IT

2. Important Dates

1.	Issuance of RFE Document	20/12/2016
2.	Last Date and Time for receipt of queries for Pre Bid (email ID : ankitgupta@semt.gov.in)	27-12-2016 till 3:00 PM (IST)
3.	Pre-Bid Conference will be held in MAP_IT Office (Aryabhat Conference Room, MAP_IT, 2 nd Floor, State IT Centre, 47-A Arera Hills, Bhopal)	27-12-2016 at 3:30 PM
5.	Last Date and Time for Submission of Bids	12-01-2017, till 03:00 PM IST
6.	Technical Bid Opening	12-01-2017,at 03:30 PM IST
7.	Financial Bid Opening	Will be communicated to the qualified bidders

3. Introduction

3.1. Madhya Pradesh Agency for Promotion of Information Technology

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

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

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

3.2. Background

MAP_IT receives a lot of requests from various Departments in Govt. of Madhya Pradesh for software development. With this view, an in-house development team Centre of Excellence (CoE) was setup in 2014. The software development requests have been growing since then by leaps and bounds.

In order to cater to the growing needs of the Department(s), MAP_IT proposes to empanel agencies having proven expertise in System Study, Design, Development, Implementation and Maintenance of Web Portals, Web Enabled Applications, Web Sites and Mobile Apps using latest available technologies like, Proprietary (.net etc.)Open Source (php, java, CMS Drupal etc.)technologies.

This tender is for the empanelment of agencies for providing technical manpower for software development and allied activities.

Work Orders issued under this empanelment for manpower engaged will be on man-month basis.

3.3. Eligibility / Qualifying Criteria

Eligibility Criteria is as per the table given below:

Table 3-1: Eligibility/Qualification Criteria

S.No.	Criteria	Compliance (Yes/No)	Ref. Pg. No.
1	The bidder should be a Company registered in India under the Companies Act 1956/ 2013 or a partnership registered under the Indian Partnership Act 1932, with their registered office in India, for the last four years as on 31st March 2016. Copies of relevant documents must be submitted.		

Request for Empanelment (RFE) of Software Development Agency

S.No.	Criteria	Compliance (Yes/No)	Ref. Pg. No.
2	The bidder should have Articles of Association (in case of registered firms), Bye laws and certificates for registration issued by the Registrar of Companies, Partnership deed (in case of partnership firm) Copies of relevant documents must be submitted.		
3	The Bidder should have a Positive Net Worth for at least three of the last four Financial Years (i.e. 2015-16, 2014-15, 2013-14, 2012-13). Relevant CA certificate shall be submitted by the bidder for the stated financial years. For FY 15-16, in case the audited financial statements are not available, the bidder may submit provisional/unaudited figures		
4	The bidder should have an average annual financial turnover from IT services in at least three of the last four Financial Years (i.e. 2015-16, 2014-15, 2013-14 and 2012- 13) of at least INR 10 Crores. CA certificate confirming the average annual turnover of the bidder during the stated financial years must be submitted. For FY 15-16, in case the audited financial statements are not available, the bidder may submit provisional/unaudited figures.		
5	Bidder must submit a Power of Attorney in the name of the Authorized Signatory for this tender.		
6	Bidder must provide a copy of PAN Card		
7	Bidder must provide a copy of Service Tax Registration		
8	Bidder shall submit an undertaking of Non-Blacklisting (during the last five years) by any agency / department / etc. under the Central / State / PSUs as on the bid submission date.		
11	Undertaking on Manpower :The bidder must have (at least) 20 number of resources on company pay-roll for the past one (1) financial year. Agency must have at least 8 number of resources with Minimum qualification - B.E. / B. Tech / MCA (Computer Science / Computer Science Engineering /IT) continuously on its rolls for the past 1 year. The bidder shall submit a list of resources with the minimum required qualification andanundertaking/self-declarationundulysigned(with company seal), by the CA / CS / Authorize Signatory of the bidding organization, indicating adherence to the above mentioned resource requirements.		
12	The bidder must have experience of having successfully completed at least 5 (five) different projects (i.e. for different clients/organizations) in last 3 financial years (2015-16, 2014-15, 2013-14) in India in providing SoftwareDevelopment services for: 1) Government Department(s); & / or 2) PSU(s); &/ or 3) Government Undertaking; &/or 4) Private Organization(s). Provide copy of LOI/Work orders/Contract indicating Engagement value. Bidder to submit an undertaking specifying the scope of work for cited projects from an authorized signatory of the company. (Details to be provided in Annexure-5: Client Details)		
13	The bidder shall submit an Undertaking / Self-Declaration that post empanelment, the Empaneled Bidder shall use the rate contract as finalized through this tender only while making business transactions through MAP_IT and that the bidder shall not use this empanelment anywhere else without the knowledge/approval/ consent of MAP_IT. Any breach of the above stated terms & conditions shall lead to immediate termination of the empanelment of the concerned bidder and forfeiting of the Security Deposit.		

All bid documents must be clearly signed and stamped by the Authorized Signatory of the bidder. Only those bidders, who satisfy the eligibility requirements and accept the terms and conditions of this RFP document, shall be short-listed for further evaluation.

3.4. Earnest Money Deposit

- i. The bidder shall submit Earnest Money Deposit (EMD) of INR 1,00,000 (Rs. One Lakh Only), which shall be deposited online during the submission of the tender on e-Procurement portal.
- ii. Unsuccessful bidder's EMD will be released as promptly as possible, but not later than 120 days after the award of the contract to the successful bidder.
- iii. The successful bidder's bid security will be retained as Performance Security after signing the Contract and will be deposited with MAP_IT. It will be returned at the end of the contract. The EMD may be forfeited in following cases:
 - a. If a bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any; or
 - b. In the case of a successful bidder, if it fails within the specified time limit to sign the Agreement

4. Bidding Instructions

4.1. Submission of Bids

Technical and Financial Bid/Proposal separately with “Empanelment of Agencies to provide technical resources for Software Development and Maintenance Services” should be submitted online through e-procurement portal.

The bids should be submitted as per the schedule given in the section important dates.

The Technical Proposal and Financial Proposals shall be placed in separate parts as follows:

Part 1: Technical Proposal

Part 2: Financial Proposal

4.2. Technical Bid

The Technical Proposal should contain the following information:

- a) Proposal Form as per Annexure 1
- b) Qualification of Bidder as detailed in Annexure 2 (Company Profile along with documentary evidence of services offered and all relevant enclosures.)
- c) Any additional information that the bidder may think fit but not included elsewhere in the proposal, which will help MAP_IT to assess the capabilities of the Agency.

Note: The Technical Proposal shall not include any financial bid information.

4.3. Financial Bid

- i. After opening the Technical Bid and verifying the eligibility criteria, MAP_IT shall notify the eligible Bidders indicating the date, time and place for financial bid opening. The Financial Bid of technically qualified Bidders shall be opened in the presence of Bidders who choose to attend.
- ii. The Financial Bid should be submitted strictly in the format given by MAP_IT as Annexure 4 of this document and should not have any deviations, restrictive statements, etc. therein. Otherwise, such bids are liable to be rejected at the sole discretion of MAP_IT.
- iii. If any calculation error is found in the Financial Bid that would be corrected by MAPIT and if any difference in the figures or words is found, then the values in words shall prevail.

4.4. Period of Validity of Proposal

The Proposals submitted by bidders shall be valid for a period of “180 days” from the date of submission of the bid. On completion of the validity period (180 days), in case required,

MAP_IT, GoMP would solicit the bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing by post or email.

4.5. Amendments to RFE

At any time prior to the deadline for submission of Proposal, MAP_IT may amend the RFE documents by issuing suitable Corrigendum. Any corrigendum issued in this regard shall be uploaded on MAP_IT website. To give reasonable time to the vendors, so that they can take corrigendum into account in preparing their Proposals, the Department shall extend (if necessary), the deadline for submission of Proposals.

4.6. Language of Proposal

The Proposal, and all correspondence and documents related to the Proposal exchanged by the bidder and the Department should be in English. Supporting documents and printed literature furnished by the bidder may be in any language other than English provided they are accompanied by an accurate translation of the relevant passages in English language. Supporting material, which is not translated in English, will not be considered for evaluation. For the purpose of evaluation and interpretation of the proposal, the English language translation shall prevail.

4.7. Currency of the Proposal and Payment

The currency of the Proposal offers and the payments made (commercial transactions) shall be in Indian Rupees (INR).

4.8. Clarification on Bids

During the evaluation of bids, if required, MAP_IT may seek clarification(s) of the bid from the bidder via email / post / in person. If required clarification is not received in the specified time limit, MAP_IT will have rights to reject the bid.

4.9. Bid Opening

- i. The technical bid containing "**Part 1: Technical Proposal**" only will be opened online in the first instance in the presence of representatives of the bidders at MAP_IT as mentioned in the Section Important Dates.
- ii. Financial bids of only those bidders whose bids are found qualified by the Evaluation Committee as per the Qualifying criteria will be opened through e-procurement in the presence of the bidder's representatives subsequently for further evaluation.
- iii. One authorized representative of each of the bidder would be permitted to be present at the time of aforementioned opening of the bids.

4.10. Bid Evaluation

No enquiry shall be made by the bidder(s) during the course of evaluation of the tender, after opening of bid, till final decision is conveyed to the successful bidder(s). However, the Committee/its authorized representative and office of MAP_IT can make any enquiry/ seek clarification from the bidders, which the bidders must furnish within the stipulated time else the bids of such defaulting bidders will be rejected.

4.10.1. Technical Evaluation

- i. The Bidders are requested to furnish documents to establish their eligibility (indicating the reference page number in the bid against the proofs submitted) for each of the items given in Eligibility Criteria. Relevant portions in the documents should be highlighted. If a bid is not accompanied with all necessary documents, it may be summarily rejected.
- ii. Undertaking for subsequent submission of any of the eligibility documents will not be entertained. However, MAP_IT reserves the right to seek fresh set of documents or seek clarifications on the already submitted documents.
- iii. Upon verification, evaluation/assessment, if in case any information furnished by the Bidder is found to be false / incorrect, their bid will be summarily rejected and no correspondence on the same shall be entertained.
- iv. Submission of false/forged documents will lead to forfeiture of EMD and blacklisting of agency for a minimum period of 3 years from participating in MAP_IT tenders.
- v. A Bid that does not fulfill all the stipulated eligibility conditions/criteria will not be considered.
- vi. The Bids conforming to the eligibility criterion only will be considered for further evaluation. If there is any lack of clarity in the submitted eligibility documents, evaluation committee may ask concerned bidder representative to be present physically to prove their eligibility.
- vii. No enquiry shall be made by the (s) during the course of evaluation of the tender, after opening of bid, till final decision is conveyed to the successful agency(ies).

4.10.2. Financial Evaluation

- i. The Financial Bids of only those bidders shortlisted from the Technical Evaluation will be opened in the presence of their representatives on a specified date and time to be intimated to the respective bidders by MAP_IT, and the same will be evaluated by a duly constituted Financial Evaluation Committee (FEC).
- ii. If MAP_IT considers necessary, revised Financial Bids can be called from the shortlisted Bidders, before opening the original Financial Bids.
- iii. No enquiry shall be made by the bidder(s) during the course of evaluation of the tender, after opening of bid, till final decision is conveyed to the successful bidder(s).
- iv. There will be NO NEGOTIATION regarding the financial bid.
- v. Prices should be quoted in Indian Rupee only and indicated both in figures and words. Figures in words will prevail.
- vi. Taxes indicated in the Financial Bid including the taxes if any introduced later will be paid as per actuals on the basis of the prevailing rate.

4.10.3. Process of Empanelment

The lowest quoting bidder (L1) will be determined as mentioned below:

- i. Financial Bid having the Gross Total Value (GTV) will be opened for all bidders who have qualified the Technical / Eligibility Evaluation on a date specified by MAP_IT.
 - a. The Average Bid Price for each Tier shall be computed by adding all Gross Total Values (GTV) of all the qualified bidders and dividing the same by the number of such bidders.
 - b. However, bidders whose Financial Bids have Gross Total Value (GTV) that are less or more than 50% of the Average Bid Price will be disqualified.
- ii. L1, L2, L3..... bidders will be identified on the basis of the lowest Gross Total Value (GTV) submitted by the Qualified Bidders as determined after Point 1 above
 - a. The bidder quoting the lowest rates of GTV in the Financial Bid shall be selected as L1.
 - b. Once L1 rates are finalized as per procedure defined in this section, other shall be given the option to match L1 rates and get Empaneled with MAP_IT.
- iii. In case any bidder has failed to quote for any/all the items in the Detailed Commercials, the bid submitted by that bidder will be rejected and its EMD will be forfeited. In the event wherein the L1 bidder fails to provide complete details as per Detailed Commercials then L1 bidder would be selected from other Qualified bidders as per Section (ii) above.
- iv. A panel of agencies will be formed by giving successive opportunity to L2, L3.... Bidders to match the lowest unit rates finalized as above.
 - a. In case the L2 bidder does not agree to match the L1 rates (within the time-frame prescribed by MAP_IT), then the opportunity shall be passed on to the next bidder, i.e. L3 and so on.
 - b. This process shall be continued till the panel size is complete. The Panel size is maximum 3 agencies.
 - c. The bidder who fails to match the L1 rates shall have the EMD refunded.

Correction of Error

Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted figures will be entertained after the proposals are submitted to MAP_IT. All corrections, if any, should be initialed by the person signing the proposal form before submission, failing which the figures for such items may not be considered.

Arithmetic errors in proposals will be corrected as follows:

- i. In case of discrepancy between the amounts mentioned in figures and in words, the amount in words shall govern.
- ii. In case of discrepancy between the cost quoted in the pricing summary section for a component and the total cost provided for the component in the detailed cost break up section the following methodology shall be adopted
 - a. If GTV is LESS than sum total of all the weighted values of each item in the detailed financial sheet, then the values for constituent items will be reduced proportionately and the revised costs will be recalculated accordingly. Thus revised rates of constituent items will be applicable.

For e.g. If GTV=98 & item wise sum of the costs in the detailed cost break up sheet is 100, then each item in Financial Bid will be multiplied by a factor 98/100. Thus the new item wise values shall be the final quote. If L1 bidder fails to accept the individual unit rates rationalized as per above procedure, their bid will be treated as cancelled and EMD will be forfeited.

- b. If GTV is GREATER than sum total of all the weighted values of each item in the detailed cost break up section, then sum total of all the weighted values shall be treated as GTV.
- iii. If L1 bidder fails to accept the individual unit rates rationalized as per above procedure, their bid will be treated as cancelled and EMD will be forfeited.

4.11. Terms of Empanelment

- i. Empanelment for the tenders shall be initially for a period of 3 (three) years, which can be extended through mutual consent for 1 (one) more year.
- ii. The rates finalized shall remain valid during empanelment/extended empanelment.
- iii. After empanelment, selection procedure for issuance of Work Order / Purchase Order will be sole discretion of MAP_IT/User Department. The Bidder will provide services as per MAP_IT/User Departments' requirements.
- iv. **Escalation Matrix for Problem solving:** The Empaneled agency should provide an escalation matrix for problem resolution to the user by providing the Names, Designations, Contact Number(s) and Email ID's of the persons to be contacted.
- v. During the empanelment, MAP_IT may ask the agency to submit the supporting documents which may be required to ensure that the tender terms and conditions are fulfilled.
- vi. Minimum required qualification for the proposed resources shall be as per terms & conditions laid out in this RFE.
- vii. Objection, if any, to the Work Order must be reported to concerned project coordinator by the agency within five (5) working days counted from the Date of issuance of Work Order, otherwise it is assumed that the agency has accepted the Work Order in total. This is applicable in case of electronic publishing/delivery of Work Order also.
- viii. For every Purchase Order / Work Order issued by MAP_IT to the selected Empaneled agency, the selected Empaneled agency / resources shall sign a mutually agreed Non-Disclosure Agreement (NDA) with the User Department.
- ix. The format for the NDA proposed to be signed between selected Empaneled agency and the respective User Department shall be provided post empanelment by MAP_IT/User Department. Such NDA shall be mutual and subject to standard confidentiality exclusions and with a clear survival period.
- x. A copy of the signed NDA shall be provided by the selected Empaneled agency to MAP_IT for record keeping / reference purpose.

5. General Terms and Conditions

5.1. Payment Terms

- i. Payment will be made in Indian Rupees only on quarterly basis.
- ii. Payments shall be subject to deductions of any amount for which the agency is liable as per the penalty clause of this tender document. Further, all payments shall be made subjects to deduction of TDS (Tax deduction at Source) as per the income- Tax Act, 1961 and any other taxes.

5.2. Confidentiality

The RFE contains information proprietary to MAP_IT. MAP_IT requires the recipients of this RFE to maintain its contents in the same confidence as their own confidential information and refrain from reproducing it in whole or in part without the written permission of MAP_IT.

MAP_IT will not return the bids/responses to the RFE received. The information provided by the bidder/s will be held in confidence and will be used for the sole purpose of evaluation of bids.

5.3. MAP_IT reserves the right to the following

- i. Reject any or all proposals received in response to the RFE without giving any reason whatsoever.
- ii. Waive or change any formalities, irregularities, or inconsistencies in proposal format delivery.
- iii. Extend the time for submission of proposal.
- iv. Modify the RFE document, by an amendment that would be published on the MAP_IT's website.
- v. Independently ascertain information from other organizations to which bidder has already extended a service for similar assignments.
- vi. To terminate the services if the assignment is not proceeding in accordance with the terms of contract

5.4. Other Instructions

- i. The successful bidder should treat all data and information about MAP_IT obtained in the execution of the proposed assignment as confidential, hold it in strict confidence and should not reveal such data/information to any other party without the prior written approval of MAP_IT.
- ii. The proposal should be submitted strictly in the format provided in this RFE document and should be signed by the authorized signatory with seal of the Company.
- iii. A signed copy of this RFE shall be submitted along with the technical proposal as a token of acceptance of RFE terms & conditions.
- iv. The proposal should be free of overwriting/ corrections/ alterations.
- v. The proposals should be signed by the authorized representative/s of the bidder.

5.5. Disqualification

The proposal submitted by a bidder is liable to be disqualified if:

- a) Not submitted in accordance with this document.
- b) During validity of the bid or its extended period, if any, the bidder increases his quoted prices.
- c) Bid received in incomplete form or not accompanied by bid security amount.
- d) Bid received after due date and time.
- e) Bid not accompanied by all requisite documents.
- f) Awardee of the contract qualifies the letter of acceptance of the contract with his conditions.
- g) Bidder fails to enter into a contract within 15 days of the date of notice of the award of tender or within such extended period, as may be specified by MAP_IT.

Bidders may specifically note that while processing the tender documents, if it comes to our knowledge expressly or implied, that a bidder has intended to form a cartel resulting in delay / holding up the processing of tender then the bidders so involved are liable to be disqualified for this contract as well as for a further period of two years from participation in any of the tenders floated by MAP_IT.

It is also clarified that if need arises MAP_IT would go in for appointment of outside party(s) to undertake the work under the captioned tender. In case any party submits multiple bids or if common interests are found in two or more Bidders, then such Bidders are likely to be disqualified, unless additional bids / bidders are withdrawn immediately upon noticing such things.

5.6. Modification, Substitution & Withdrawal of the Proposal

The bidder may modify, substitute or withdraw its proposal after its submission, provided that written notice of the modification or withdrawal is received by MAP_IT prior to the deadline prescribed for submission of proposals.

In case of substitution or withdrawal of proposal, the previous bid document will be returned unopened on bid opening day. In case of modification of proposal, modified bid document along with original bid document will be opened on bid opening day.

The Bidder's modification, substitution or withdrawal notice shall be prepared, sealed, marked and dispatched. The modification, substitution or withdrawal notice may also be sent by fax or email but should be followed by a duly signed confirmation copy (in original) not later than the deadline for submission of proposals.

No proposal may be modified or substituted subsequent to the deadline for submission of proposal. No proposal may be withdrawn in the interval between the deadline for submission of proposals and the expiration of the period of proposal validity specified by the bidder on the Proposal Form.

5.7. Liquidation/Penalty

Penalty for the delay in deployment of Resources: -

Any unjustified and unacceptable delay resulting from reasons attributable to the Empaneled agency as per purchase/ Work order will render the agency liable for liquidated damages at the rate as mentioned in the following sections.

a. Deployment Penalties

S. No.	Parameter	SLA	Penalty
1	First time deployment of the required resources after receiving the work order	Deploy all the required resources at MAP_IT within 6 weeks of receiving the work order	Penalty of Rs. 2000/- per day per person for resources not deployed.

Note: -In case of delay beyond 4 weeks, MAP_IT can terminate the empanelment along with forfeiture of performance security.

b. Operational Penalties: -

S. No.	Parameter	SLA	Penalty
1	Shortfall of attendance of resources deployed	If a resource is absent for 3 consecutive working days without any prior notice & approval.	Penalty of Rs. 2000 per day per resource absent, starting from the 3 rd day onwards upto 2 weeks.
2	Replacement of resources deployed	Resources deployed are not to be replaced (unless requested by MAP_IT due to performance issues or otherwise). In case resources are replaced, penalties will apply.	Replacement of any resource within 6 Months of deployment: Penalty: Two Man-months Cost of that resource Replacement of any resource after 6 - 12 Months of deployment: Penalty: One Man-month Cost of that resource Replacement of any resource after 12 Months of deployment: Penalty: 50% of the Man-month Cost of that resource

Note: - The penalties, if applicable, shall be deducted from the quarterly payment against the invoices of the agency. The maximum 'operational penalty' that can be deducted from the

quarterly invoice would be 25% of the work order. Further, in case the value of total ‘operational penalties’, is 25% or more of the quarterly service fees for 2 consecutive quarters, the contract may be terminated and the performance guarantee may be forfeited.

5.8. Termination of Contract

5.8.1. Termination by Default

MAP_IT may, without prejudice to any other remedy for breach of contract, by written 7 days’ notice of default sent to the Successful Bidder, terminate the Contract in whole or part.

If the Successful Bidder fails to deliver any or all of the systems within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to conditions of contract clause or if the Successful Bidder fails to perform any other obligation(s) under the Contract.

In the event that MAP_IT terminates the Contract in whole or in part, pursuant to the conditions of contract clause, it may procure, upon such terms and in such manner, as it deems appropriate, systems or services similar to those undelivered, and the Successful Bidder shall be liable to pay MAP_IT for any excess costs for such similar systems or services. However, the Successful Bidder shall continue the performance of the Contract to the extent not terminated.

5.8.2. Termination for Insolvency, Dissolution etc.

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

5.8.3. Termination for Convenience

MAP_IT, by written notice sent to the Successful 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 MAP_IT’s convenience, the extent to which performance of the Successful Bidder under the Contract is terminated, and the date upon which such termination becomes effective. However, any undisputed payment to the invoices of the task accomplished by successful bidder would be paid by MAP_IT.

5.9. Force Majeure

Notwithstanding the provisions of conditions of contract, the Successful Bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its’ delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

For purpose of this Clause, Force Majeure means an event beyond the control of the Successful Bidder and not involving the Successful Bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of MAP_IT either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises the Successful Bidder shall promptly notify MAP_IT in writing of such conditions and the cause thereof. Unless otherwise directed by MAP_IT in writing, the Successful Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

5.10. Disputes and Arbitration

If any dispute of any kind whatsoever shall arise between MAP_IT and the Successful Bidder in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity, or termination, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference by mutual consultation, the dispute can be resolved as per the Arbitration & Conciliation Act.

6. Annexures

6.1. Annexure 1: Proposal Form

(To be included in Technical Proposal)

Date: ___/___/2016

To,

The Chief Executive Officer, MAP_IT

State IT Center, 47 A,

Arera Hills, Bhopal 462004

Subject: Proposal for Empanelment of Agencies to provide “Technical Resources for Software Development and Maintenance Services” at MAP_IT.

Dear Sir,

Having examined the Bid Document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide “**Technical resources for Software Development and Maintenance Services**” and to meet such requirements & provide such services as are set out in the Bid Document.

We hereby attach the Technical Bid as per the requirements of the tender document.

We undertake, if our Bid is accepted, to adhere to the provide resources within the timelines put forward in the RFE or such adjusted plan as may subsequently be mutually agreed between us and MAP_IT, GoMP or its appointed representatives. If our Bid is accepted, MAPIT will retain our EMD as Performance Security Deposit.

We agree that you are not bound to accept the lowest or any Bid Response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the Bid Response without assigning any reason whatsoever.

It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company /firm/organization and empowered to sign this document as well as such other documents which may be required in this connection.

Dated this Day of20XX

(Signature)

(In the capacity of)

Duly authorized to sign the Bid Response for and on behalf of:

.....

(Name and address of the Bidder)

Seal/Stamp of Bidder

6.2. Annexure 2: Qualification of the Bidder

6.2.1. Bidder Information Sheet

Table 6-1: Bidder Information Sheet

S. No.	Particulars	Details	Page no. (for any attachment)
1.	Name of the Entity/ Organization		
2.	Registered office address Telephone number Fax number Email		
3.	Correspondence Address		
4.	Details of the Contact Person (name, designation, address) Telephone number Fax number Email		
5.	Financial Turnover	FY 15-16: FY 14-15: FY 13-14:	
6.	Year and Place of the establishment of the entity/organization		
7.	Service Tax Registration details		
8.	Details of the offices present in Madhya Pradesh, if any		

6.2.2. Experience/Project Details

Table 6-2: Project Details (To be filled for each Project)

S.No	Item	Details
1	Name of the project (Also specify the name of website/portal/web application AND URL of the website/portal/Web application)	
	Work Order / Contract No.	
	Contract Value (In Lakhs)	
2	Client Details	
3	Name, Title & Address of the Client who can be contacted	
4	Project Duration	
5	Start Date & End Date	
6	Scope of work	
7	Relevant work domain	
8	Software Tools & Technology used	
9	Total Efforts in Man months	

*Work Order/ Contract copy (Mandatory attachment)

6.3. Annexure 3: Qualification & Experience of Technical Resources

Table 6-3: Qualification & Experience of Resources Required

S.No.	ROLE	MINIMUM REQUIRED QUALIFICATION & EXPERIENCE
Resources for System study, design, development, implementation and maintenance for website, web portal, application (mobile & web based)		
1	Solution Architect	<ul style="list-style-type: none"> · B Tech/ B.E. / MCA (preferably in Systems/IT)/ MSc in IT/Computer Science · Minimum 5 years' experience of applied experience in web/cloud hosting support · Broad knowledge and understanding of IT concepts and architectures, coupled with practical knowledge of problem management and the principles and processes of implementing and delivering IT services.
2	UI Designer	<ul style="list-style-type: none"> · Minimum BE/B.tech/MCA/BCA/BFA/MFA/B. Arch/B.Design/M.Design /PG diploma in Web Design/ MSc in IT/Computer Science · Minimum 5 years' experience in designing for IT/software development / IT System projects / Website Development / Mobile Application Development. · Minimum of 2 years' relevant experience in Software Applications / Web / Mobile UI-UX design and development. · Exposure to Government Web designing preferred
3	Developer	<ul style="list-style-type: none"> · Minimum B.E. / B. Tech / MCA (Computer Science or IT)/ MSc in IT/Computer Science . · 5+years' experience: Minimum 5 years' experience in IT/ software development / IT System projects / Website Development / Mobile Application Development with Minimum of 2 years' experience in Website and Mobile Application development for IT Projects. · 3-5 years' experience: Minimum 3 years' experience in IT/ software development / IT System projects / Website Development / Mobile Application Development with Minimum of 2 years' experience in Website and Mobile Application development for IT Projects
4	Quality Expert	<ul style="list-style-type: none"> · Minimum B.E. / B. Tech / MCA (preferably in Systems / IT / Computer/ MSc in IT/Computer Science Science). · Minimum 4 years' experience in IT/ software development / IT System projects / Website Development / Mobile Application Development. · Minimum of 2 years' experience in same role (i.e. Quality Expert). · Preferably should have worked on laying down guidelines for S/w development quality assurance framework. · Exposure to finalization of the User Acceptance Process and Criteria.
5	Documentation Expert	<p>CONTENT WRITER</p> <ul style="list-style-type: none"> · Minimum Graduation / Post Graduation in English / Hindi, PG Diploma in Mass Communications from Government recognized universities/ institutes. · Minimum of 3 years' experience in content writing for Websites & / or Web Portals. <p>TECHNICAL WRITER</p> <ul style="list-style-type: none"> · Minimum B.E./B.Tech(IT/Computer Science).with excellent technical writing skills. · Minimum of 3 years' experience in same role (i.e. Technical Writer).
6	Mobile Application Developer	<ul style="list-style-type: none"> · Minimum B.E. / B. Tech / MCA (IT / Computer Science)/ MSc in IT/Computer Science . · 5+years' experience: Minimum 5 years' experience in IT/ software development / IT System projects / Website Development / Mobile Application Development with Minimum of 2 years' experience in same role (i.e. Mobile Application Development). · 3-5 years' experience: Minimum 3 years' experience in IT/ software development / IT System projects / Website Development / Mobile Application Development with Minimum of 2 years' experience in same role (i.e. Mobile Application Development).

Request for Empanelment (RFE) of Software Development Agency

S.No.	ROLE	MINIMUM REQUIRED QUALIFICATION & EXPERIENCE
7	Database Admin	· Minimum B.E. / B. Tech / MCA (in Computer Science or Engineering)/ MSc in IT/Computer Science for all database admin
		· 5+years' experience: Minimum 5 years' experience in IT/ software development / IT System projects / Website Development / Mobile Application Development with Minimum of 2 years' experience in same role (i.e. Database Admin).
		· 3-5 years' experience: Minimum 3 years' experience in IT/ software development / IT System projects / Website Development / Mobile Application Development with Minimum of 2 years' experience in same role (i.e. Database Admin).
8	Security Expert	· Minimum B.E./B.Tech/MCA (preferably in CS/Electronics and Communications)/ MSc in IT/Computer Science.
		· Minimum 5 years' experience in IT/ software development / IT System projects / Website Development / Mobile Application Development.
		· Minimum of 2 years' experience in same role (i.e. Security Expert).
		· Exposure to BS15000 process /ISO 27001/ BS 7799/ISO 20000/ ITIL or ITIL certified.
9	Systems Admin	· B Tech/ B.E. / MCA (preferably in Computer Science)/ MSc in IT/Computer Science
		· Systems Administration/System Engineer certification in Unix and Microsoft
		· Minimum of 2 years system administration experience.
10	Tester	· Minimum B.E. / B. Tech / MCA (preferably in CS / IT) for all testers/ MSc in IT/Computer Science
		· 5+years' experience: Minimum 5 years' experience in IT/ software development / IT System projects / Website Development / Mobile Application Development with Minimum of 2 years' experience in same role (i.e. Tester).
		· 3-5 years' experience: Minimum 3 years' experience in IT/ software development / IT System projects / Website Development / Mobile Application Development with Minimum of 2 years' experience in same role (i.e. Tester).
11	Business Analyst	· Minimum B.E. / B. Tech / MCA/ MSc in IT/Computer Science for all Business Analysts
		· 5+years' experience: Minimum 5 years' experience in monitoring of IT/e-Governance projects with Minimum of 2 years' experience in same role (i.e. Business Analyst).
		· 3-5 years' experience: Minimum 3 years' experience in monitoring of IT/e-Governance projects with Minimum of 2 years' experience in same role (i.e. Business Analyst).
		· Experience in requirement gathering and process study/designing is also required

6.4. Annexure 4: Financial Bid Format

FINANCIAL BID

(To be included in Financial Proposal)

Date:

To,
Chief Executive Officer, MAP_IT
State IT Center, 47 A,
Arera Hills, Bhopal 462004

Subject: Financial Bid for Empanelment of Agencies to provide “Technical Resources for Software Development and Maintenance Services” at MAP_IT.

Dear Sir,

In reference to the Request for Empanelment (RFE) of Agencies to provide “Technical Resources for Software Development and Maintenance Services” at MAP_IT, we submit herewith the Financial Bid (fees) for the assignment proposed by MAP_IT as Software Development agency.

S.No.	Particulars	Total Value
1	Resources for WEBSITE, WEBPORTAL, APPLICATION (MOBILE & WEB BASED)	GTV
GRAND TOTAL VALUE (GTV) (in words)		

Terms & Conditions: -

- i. The above quoted fee includes all duties, levies, taxes; Service Tax at the applicable rate.
- ii. The rates quoted would remain fixed for the entire contract period.
- iii. We understand that while the Grand Total Value arrived is the final output taken into consideration purely for bid-evaluation purposes, and is in accordance with Annexure 5: Detailed Commercials.
- iv. The Payment for the aforesaid quoted value shall be paid in accordance with Payment Terms.
- v. The financial bid is liable to be rejected in absence of Annexure 5: Detailed Commercials

All above terms & conditions are agreed upon.

Place:

Bidder's signature with seal

Date :

6.5. Annexure 5: Detailed Commercials

Name of the Bidder					
S. No.	Positions	Unit	Man-Month Rate (R) (including Taxes) (in INR)	Multiplication Factor (M)	Total Cost (R x M) (in INR)
Resources for WEBSITE, WEBPORTAL, APPLICATION (MOBILE & WEB BASED)					
1	Solution Architect	Man Months		2	
2	UI Designer	Man Months		2	
3	Developers				
3.1	0-2 years' Experience	Man Months		30	
3.2	3-5 years' Experience	Man Months		15	
3.3	5 + years' experience	Man Months		5	
4	Quality Expert	Man Months		2	
5	Documentation Expert	Man Months		3	
6	Mobile Application developers				
6.1	0-2 years' Experience	Man Months		3	
6.2	3-5 years' Experience	Man Months		2	
6.3	5 + years' experience	Man Months		1	
7	Database Admin				
7.1	3-5 years' Experience	Man Months		2	
7.2	5 + years' experience	Man Months		1	
8	Security Expert	Man Months		2	
9	Systems Admin	Man Months		2	
10	Tester				
10.1	0-2 years' Experience	Man Months		7	
10.2	3-5 years' Experience	Man Months		4	
10.3	5 + years' Experience	Man Months		1	
11	Business Analyst				
11.1	3-5 years' Experience	Man Months		3	
11.2	5+ years' Experience	Man Months		3	
GRAND TOTAL VALUE (GTV)					0

Note:

Request for Empanelment (RFE) of Software Development Agency

- NIL Value quoted against any position above shall lead to rejection of bid.
- The bidders should quote for all the items in the above table.
- Rates quoted above shall be applicable for professionals in any technology and platform.
- The rates quoted above shall be in compliance with Employee provident fund act, minimum wages act, etc.
- Requirement of services will be decided by MAP_IT/user department and will vary from case to case basis.