

Scanning and Digitization of Documents at Secretariat under e-Office Project



**Issued by: Madhya Pradesh State
Agency for Public Services**
*(On behalf of Secretariat- Govt. of Madhya
Pradesh)*

RFP Reference Number: 22/SAPS/2017

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Data Sheet

The details of the tender are given below:

S.No.	Description	Remarks
1.	Document Reference Number	22/SAPS/2017
2.	Bid Inviting authority	Madhya Pradesh State Agency for Public Services (MPSAPS) on behalf of Mantralaya-MP, Government of Madhya Pradesh
3.	Bid issue date	22 nd November, 2017
4.	Last date for sending pre-bid queries	4 th December, 2017
5.	Pre-bid meeting	4 th December, 2017 at 3:00 PM
6.	Last Date & Time for submission of proposal	15 th December 3.00PM
7.	Date & Time for opening of Technical / eligibility Proposals	15 th December, 2017 3.30PM
8.	Date & Time for opening of Financial Proposals	Will be communicated
9.	Address for Bid Submission and Pre-bid meeting venue	Executive Director, Madhya Pradesh State Agency for Public Services (MPSAPS) 4 th Floor, Text Book corporation, Arera Hills, – Bhopal, Madhya Pradesh
10.	Selection method	Method of Selection L1
11.	Bid Validity	Minimum 180 days from the due date of submission of proposal as mentioned in this TENDER or the subsequent corrigendum (if any)
12.	Purchase of Bid Document	4 th Floor, Madhya Pradesh State Agency for Public Services (MPSAPS) Text Book corporation, Arera Hills, – Bhopal, Madhya Pradesh Tel: (0755) -2775227, (0755)–2770926 or through www.mpeproc.gov.in
13.	Complete Tender Document can be downloaded from :	http://mpedistrict.gov.in/ and www.mpeproc.gov.in
14.	Mode of submission of Bid	Online through MP eProcurement i.e. www.mpeproc.gov.in

S.No.	Description	Remarks
		<p>No physical submission of Bid document will be entertained, except those documents asked to be submitted in offline/ original mode (i.e. EMD, Tender Fee POA, etc) for which bidder will be required to send through courier or submitted at Client office.</p> <p>Copies of the EMD, Tender Fee POA, etc. (as the case may be) need to be uploaded during bid submission through e-procurement.</p> <p>The following documents needs to be submitted through hard copy as well before the last date and time of proposal submission as given above:</p> <ul style="list-style-type: none"> a) Original EMD b) Bid fee: Through payment gateway c) Power of Attorney
15.	Mail ID for correspondence and submission of pre-bid queries	Email:- loksevamp@gmail.com
16.	Bid fee	Bid fee has to be deposited during the eProcurement submission – Rs. 1000
17.	EMD	An earnest money deposit (EMD) of Rs. 2,00,000/- (Rs. Two lakhs) in the form of Demand Draft/Bank Guarantee in favour of “Executive Director, Madhya Pradesh, Bhopal” shall have to be submitted by the bidder along with the bid. The bid security shall be furnished in Indian National Rupees (INR) and should be valid for a period of minimum 180 days in form of a Demand Draft (DD) or in form of bank guarantee from a nationalized bank.
18.	Performance Bank Guarantee	10 % of the contract value (to be given within 15 days post issuance of work order)

1. Bid form

RFP No.

To,

Executive Director
Madhya Pradesh State Agency for Public Services (MPSAPS)
4th Floor, Text Book corporation,
Arera Hills, – Bhopal, Madhya Pradesh

Subject: Regarding tender for Scanning and Digitization of Documents at Secretariat under e-Office, Madhya Pradesh

Sir / Madam,

Having examined the conditions of contract and specifications, the receipt of which is hereby duly acknowledged, we, undersigned, offer to execute the work of Scanning / Digitization of Documents Secretariat, Bhopal, Madhya Pradesh in conformity with terms and conditions stipulated in the Tender in accordance with the rates quoted herewith and made part of this bid.

I / We undertake, if my / our Bid is accepted, I / We shall execute the work in accordance with specifications, time limits & terms and conditions stipulated in the tender document. If my / our Bid is accepted, I / We shall submit the securities as per the conditions mentioned in the contract.

I / We agree to abide by this Bid for a period of 180 days from the date fixed for Bid opening and it shall remain binding upon me / us and may be accepted at any time before the expiry of that period.

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

Bid submitted by me / us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.

I / We have also enclosed DD/Pay Order towards Bid Security (EMD), as per the details given below.

Ref. No..... dated.....
Name of the Bank.....
Branch.....
Dated thisday of..... (Year)

Signature of Authorized Signatory.....
In capacity of.....
Duly authorized to sign the bid for and on behalf of.....
Witness..... Signature.....
Address.....

2. Invitation for Proposal

Government of Madhya Pradesh (GoMP) is in the process of implementing e-Office solution of NIC at Secretariat, Bhopal, Madhya Pradesh. To make the e-office solution live, GoMP is inviting tenders for scanning and digitization of current files under circulation. The broad scope of work is to supply trained manpower, scan and digitize of only those files which are currently under circulation and migrate the same in the existing e-office solution. The Document Management System (DMS) is already in-built in the current e-Office solution and the successful bidder is required to upload scanned document images on the DMS in-built in the e-Office solution along-with indexing and meta-tagging.

Other instructions are as below:

- i. The invitation is engaging of 140 nos. of manpower for Scanning, Data Digitization-indexing, meta-tagging of the current files under circulation at Mantralaya, Bhopal, Madhya Pradesh - Through this tender an agency will be selected to supply manpower and undertake scanning, digitization, indexing and meta-tagging of the files which are currently in circulation across 140 sections of various Government Departments in Mantralaya.
- ii. Duration of the assignment is of 3 months from the date of pilot sign-off (pilot would be conducted at one of the 140 sections at Mantralaya and is required to be achieved within 15 days of signing of contract). Post successful completion of Pilot, deployment of 1st month manpower will be initiated.
- iii. Duration of the assignment would be of three months from the date of sign-off on pilot.
- iv. The bidder may (at his own cost) can see the e-office solution deployed at Mantralaya before the submission of the tender. The test user credentials will be shared with those interested.
- v. Trained Manpower to be deployed in phases
 - a. 1st month: 50 nos.
 - b. 2nd month: 140 nos. (cumulative) i.e. in addition to existing 50 nos. another 90 nos. to be added
 - c. 3rd month: 140 nos. i.e. total will be 140 personnel deployment in third month
 - d. Client may ask for required manpower depending upon the requirement post completion of 3 months and depending upon the amount of work pending at the blended man-month rate
 - e. 9 project coordinators will be required to co-ordinate with various sections and 1 Project lead
 - f. 5 Trainers will also be required to train various employees (approx. 200 nos.) on e-office usage.
- vi. The activity needs to be carried out at each of the 140 sections in Mantralaya, Bhopal, Madhya Pradesh.

- vii. The issuer of the bid may, at its own discretion, extend the date for submission of proposals. In such a case all rights and obligations of issuer of the bid and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

3. Objectives of the Assignment

The preservation, coupled with improving accessibility (which can only be achieved by digital storage and an efficient management retrieval system) is required to be implemented in Mantralaya / Secretariat, Madhya Pradesh. In view of the above, the primary objectives of the proposed initiative are:

- a) **Preservation** - Preservation of all the files currently under circulation. Once the documents are scanned and digitized, preservation of the original can be ensured for a much longer period as the need to handle the physical documents would be eliminated or minimized to a great extent since digital document would be made available through the DMS (Document Management System) Software in-built in the existing e-Office solution.
- b) **Accessibility and Availability** - The solution would make the record, file movements in Mantralaya more accessible to end users. Users can search the documents through metadata on the intranet. This will greatly improve the speed and convenience of accessing the documents and information held by the various sections in Mantralaya.
- d) **Enhance Searchability** - All files / note-sheets/records would be linked based on subjects, keywords, notes or any other criteria making a tremendous amount of data easily available on any subject matter.
- e) **Digitized records and electronically capturing of Data would enable the Mantralaya to:**
 - Reduce manual processes and increase productivity.
 - Take advantage of newer technology.
 - Digitizing and indexing of documents through Document Management System and accessing the same as and when required
 - Digitization records and its retrieval to provide better services to the stakeholders concerned and to improve the decision making processes.

4. About e-Office solution and existing features

Refer annexure A for detailed e-office solution

5. Detailed Scope of Work

The minimum specified scope of work to be undertaken as a part of the project has been categorized as under:

5.1. Infrastructure to be brought by the successful bidder and facilities provided by the Client

- a) All equipment and their specifications related to the digitization project would be suggested & brought by the selected Service Provider
- b) Minimum 70 scanners along-with all necessary software (of various specifications) for scanning files, pages, books, note-sheets, maps and others papers of various sizes also need to be brought.
- c) Software for scanning, indexing, cleaning, meta-data (except otherwise available in existing e-Office suite) will be brought by the successful bidder
- d) Media – DVDs etc. for backup etc.
- e) Any other component required to complete the work satisfactorily in accordance with the Scope of Work defined

Facilities to be provided by client is as follows:

- a) Electricity
- b) Space
- c) Existing desktops per section 1 may be utilised, if available
- d) Each section will have a Kodak Scanmate i1150WN scanner which may also be utilised at discretion of the concerned department

5.2. Supply of Manpower

The agency is required to supply the following manpower:

Manpower Quantity	Qualification	Shifts
1 Project lead	Graduate with minimum 10 years of experience	From 10 am to 6 PM on all working days
9 Project co-ordinators	Graduate with minimum 5 years of experience	From 10 am to 6 PM on all working days
140 nos. of Operators	Trained operators who under	From 10 am to 6 PM on all working days
5 Trainers	Graduate with minimum 5 years of experience	From 10 am to 6 PM on all working days

5.3. High Level Process for Scanning and Digitization

The bidder should have its own sufficient latest state of the art Scanners /softwares, other equipment / parts, sufficient infrastructure and qualified professionals to undertake the desired work.

1. Digitization of the Artefacts/documents: The scanning, digitization including indexing, meta tagging etc. of the records will begin after successful completion of the Pilot Phase, as given in subsequent section

2. Binding, repairing, cleaning, counting the number of pages, rebinding, if required. The size of the documents / pages may vary as bidder should get compatible scanners to undertake the required activities
3. The Quality / Conditions / Age of the documents, would determine whether to use (flatbed / book / Sheetfed /Overhead/ADF etc,) given the condition of the artefacts/documents, in some cases book / overhead scanners may be required. All images should be true colour representation of the original records. Generated PDF file should have provision for security features for the required outputs PDF. Scan and digitize each document of file and the data is to be stored by way of images in Portable Document Format PDF/ A with adequate resolutions with free text search facility and ensure the readability and ease in retrieval including cleaning and spot reduction. The images so stored in the database should be properly indexed as per the requirements and should be capable of adding more images, at later stage if need be, in an old stored file. The data so stored shall be in a non-editable form.
4. All the documents should be scanned with minimum 200 dpi, in black and white and should be stored in PDF format. Scanned document should not be blurred, folded, too dark or too light to read etc. Scanned image of the document should be clear and readable. Digitization will be required to ensure the images to be as close to the original as possible. Image enhancements needs to be done as well.
5. The scanned / digitized document should be optimized for viewing over the internet i.e. pages should be viewable.
6. All the scanned PDF should be in readable PDF format
7. Ironing and Smoothing of the document in the case of documents that are folded at the edges
8. Data capturing software module should be “CSV / XML compatible”. Data capturing software module should have facility to read barcode from documents into indexing field.
9. The respective departments will provide the document to the authorized representative of the successful bidder, on day to day basis under proper receipt and it will be the responsibility of the successful bidder to accomplish the task of scanning/digitization after following all the processes, namely Unbundling, Re-bundling, Scanning/digitizing, Storing, etc.
10. It will be responsibility of the successful bidder to return the document to respective Departments under acknowledgement in the same shape and condition in which it was taken.
11. The successful bidder will ensure that the documents handed over to it are kept in proper and safe condition and no document is soiled/lost/misplaced/damaged.
12. The successful bidder after successfully storing the data on its own computer shall transfer the same on the computer/server of e-Office along with a DVD / Hard disc.

13. The successful bidder shall ensure complete secrecy and confidentiality of the documents handed over to it. Disclosure of document in any form by the successful bidder shall be considered breach of contract. The successful bidder shall sign a Non-Disclosure Agreement in the format provided before commencement of the work.
14. The successful bidder shall submit a hardcopy of instruction manual/documents for scanning / digitizing, storing and retrieving operations and the same shall be provided to client for use of its staff for carrying out the operation of scanning / digitizing and retrieval before starting the work.
15. Upon receipt of instructions from client, the successful bidder shall delete the scanned / digitized data stored on his computers (if the case)
16. The scanned / digitized record will be the property of respective Department. The service provider shall have no right, title or interest in it and shall not use it in any manner. The Bidder shall indemnify client against all third party claims of infringement of patent, trademark/copyright/intellectual property rights or industrial design rights arising from the use of the supplied software/hardware/manpower etc. and related services or any part thereof.
17. Tender would be only on end to end solution basis. It would not be split cost of software (if any) required for scanning / digitizing the documents.
18. All software used should be licensed version and client shall have no liability of any issues arising of usage of un-licensed version.
19. The following are the minimum scanning requirements depending on the type of files:

Document Type/ Condition	Colour & DPI
Regular text	150-200 dpi Black & White (B/W)
Text with images	200-300 dpi Grayscale
Very damaged /Tarnished/Clouded	300-400 dpi Black & White (B/W)
Seriously damaged / Tarnished/ Clouded	400-600 dpi Black & White (B/W)
Documents with Photograph	400-600 dpi Grayscale/Color

20. **Batch preparation:** This would include sorting of documents, physical preparation of documents (De-filing, De stapling, creasing (removing wrinkles etc.), pasting etc.), distributing batches to scanning operators and preparing documents for return after scanning. Generally, the following activities in the batch preparation stage may need to be undertaken:
 - a. Document segregation and additional de-stapling, creasing (removing wrinkles etc.), dusting,
 - b. Applying Tape to torn pages, trimming crumpled documents as may be required.
 - c. Segregating and categorizing the documents on the basis of document type and the condition as well as importance from the preservation perspective.
 - d. De-tagging, if required
 - e. Document type separation and Sequencing - the documents are to be put on specific sequence as in the condition it was handed over.

- f. Blank sheet / bar-code has to be inserted after each Document as an identifier between two documents, which is recognized by the scanning software as a file separator.

21. Metadata and Indexing of the materials digitized

The Service Provider must ensure the proper indexing of the images/documents. The parameters for indexing and creating metadata have to be provided and finalized by the successful bidder in consultation with the respective departments / section during scanning.

22. Quality checks and validation of digitized material and checking of catalogue data /index

- a. The respective departments would constitute a team of internal staff, which may also include any expert or experts in the field from outside or within the Mantralaya to do a quality check of the output produced by the selected bidder.
- b. The Quality Control Mechanism as defined by Service Provider and agreed by the Client must be followed in all cases and the Service Provider must implement a through Quality Assurance Plan to ensure this.

23. Document re-filing

Once the Images and data have gone through the Quality Assurance process, the activity of putting back the pages in the same Documents shall commence. Some of the key activities in this process are:

- a) **Stapling:** After the completion of scanning, Quality Checking and uploading, the documents should be stapled back, if required.
- b) **Removal of Separation Sheet:** The separation sheet inserted as separator between two files/records/Document types should then be taken out.
- c) **Rearranging/Re filing & handing over of documents:** The Document Re-filing operator will receive the bundle of Files scanned and shall sort it in proper manner. He will check that mix up of documents from two separate Documents should not happen, and right document should get filed back into the respective Documents. The Documents are handed over to client in batches with the checklist attached with due signoff.
- d) Finally, document would have to be arranged/re-filed in the same order as the original one so as to return them in the same form.

24. Uploading on e-Office

- a) All digitized images along with metadata would initially reside on the Test e-Office server(s) and once they are quality assured by the respective Department they would be transferred to the Live eOffice Server to be used for eOffice at Mantralaya.
- b) Uploading on e-Office may be undertaken simultaneously (if the quality is found satisfactory by the respective Department) and post quality checks
- c) The vendor has to assist the Department staff to upload the scanned documents with proper naming, indexing etc. as desired by the section officer

6. Pilot

Pilot: Upon start of the engagement a pilot would be carried out at one Department (one of the 140 sections) to set the procedures and defining the acceptance criteria. This would be done within 15 days' week of signing of contract.

7. Selected Agency's Obligations

- a) The Agency is obliged to work closely with the Mantralaya's staff, act within its own authority and abide by directives issued by the Mantralaya or its affiliated agencies.
- b) The Agency will abide by the job safety measures prevalent in India and will free the Mantralaya from all demands or responsibilities arising from accidents or loss of life the cause of which is the Agency's negligence. The Agency will pay all indemnities arising from such incidents and will not hold the Mantralaya responsible or obligated.
- c) The Agency is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanor.
- d) The Agency will treat as confidential all data and information about the Mantralaya, obtained in the execution of its responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Mantralaya.

8. General Instructions to Bidders

8.1. Pre-qualification

S.No.	Evaluation criteria	Documents required
1.	The bidder should have a minimum turnover of INR 5 Crores per annum for the past 3 financial years i.e. 2017 – 2016 and 2016 – 2015 and 2015-2014.	Annual report and CA certificate confirming the requirement
2.	The Bidder should have positive net worth (measured as paid-up capital plus free reserves) and should be a profit making company before tax in each of the last three audited financial years (2017-16, 2016-15, 2015-14).	Audited Balance sheet and Profit & Loss account statement of the Bidder for each of the last 3 audited financial years. Certificate duly signed by Company Secretary of the Bidder confirming the positive net-worth for the last three financial years.
3.	The Company / Agency must be registered in India under the Companies Act 1956 having its registered office in India for the last five years as on date of submission of e-bid.	Attested copy of the Certificate of Incorporation.

S.No.	Evaluation criteria	Documents required
4.	The Company/Agency must have experience in the field of Scanning & Digitization for the last three financial years (2017-16, 2016-15, 2015-14).	Copy of Work Order / Client Certificate / citations to validate the experience over last three financial years.
5.	<p>The Company/Agency must have successfully executed 3 purchase orders in the last three preceding years in a State/Central Government/ PSU/Registered Companies/ Registered Educational Institutions. Out of three orders:</p> <p>One order must be of minimum 1.5 Crore documents.</p> <p>OR</p> <p>Two orders must be of minimum 0.75 Crore documents each.</p> <p>OR</p> <p>All the three order must of minimum 0.5 Crore documents each.</p>	Work Order along-with Completion Certificate/ Client Certificate highlighting the amount of documents scanned.
6.	The Company/Agency should be an individual organization. Consortium shall not be allowed.	Certificate from the current authorized signatory of the Company.
7.	The Signatory signing the Bid on behalf of the Bidder should be duly authorized by the Board of Directors of the Bidding Company/partner in the case of partnership firm/proprietor in the case of proprietorship firm to sign the Bid on their behalf.	A Certificate from the Company Secretary of the Bidder certifying that the Bid signatory is authorized by the Board of Directors of the Company to do so, with acceptance of board resolution, resolutions number and date/ partner in case of partnership firm/proprietor in the case of proprietorship firm to sign the Bid on their behalf.
8.	EMD should have been submitted.	EMD in the required format
9.	Selected company should not have been black listed from the last five years by any Government entity in India (Centre / State organizations/ Departments/ Institutions.) for breach of any applicable law or violation of regulatory prescriptions or breach of agreement as on date of submission of Bid.	Certificate from the current authorized signatory of the company
10.	Project lead, co-ordinators, Trainers should be of desired qualification	Resume with compliance matrix to be provided in the bid.

Any Bid failing to meet the above stated Qualification criteria shall be summarily rejected and will not be considered for Financial Evaluation.

8.2. Commencement of services

The bidder shall start the work for the same within maximum of 15 days of signing of contract. In case of failure to initiate the project in 2 weeks, penal provisions of 2% of the order value per week of delay shall be levied on the bidder and same shall be deductible from the vendor's payment.

If there is delay of more than 2 weeks in signing of contract because of reasons attributable to the successful bidder, then a penalty of 2% of overall contract value per week of delay would be levied.

8.3. Minimum pages per machine per day

Each operator should scan minimum of 2500 pages per machine/ scanner per day. If the volume of scanned pages is below 2500 pages a penalty of 25% of man-month cost of (2500- X) where X is the actual number of pages/images scanned.

Concession will be given in cases where department identifies that the minimum quantity was not scanned because of parameters beyond the control of the bidder (e.g. Non availability of electricity for a prolonged duration, physical files not handed over to the bidder, etc.)

8.4. Service Level agreement

The following penalties may be levied :

8.4.1. SLA regarding non-deployment of manpower

- a) Non-deployment of Project lead, project co-ordinator, trainers: Rs. 1000 per day
- b) Non – deployment of required manpower: Rs. 500 per day per each manpower to be deployed
- c) Absence of manpower: Rs. 500 per day (applicable for each such incidents)

8.4.2. SLA for scanning services

Images scanned shall be verified by the desk officer / respective section's in-charge concerned. The scanned image shall be compared with reference to the original document.

Criteria	Penalty
For every image improperly scanned (to be decided by the nodal officer)	Rs. 100 per page
For any file if there is more than 5% of error identified by the Nodal officer	Rs. 1000
For every Image/page not scanned	Rs. 500
For non-undertaking of indexing and meta-tagging and linking with eOffice solution	Rs. 10,000 per file

It shall be the responsibility of the successful bidder to rescan, index and upload all such improperly scanned images. He shall not be paid any amount for rescanning of documents. There shall again be a comparison of such images by the authority concerned and non-conformance found would be levied to

penalty as mentioned above and the rescanning would have to be done free of cost by the successful bidder.

The successful bidder shall ensure that a document is not scanned more than once and no amount shall be paid for such instances.

8.5. Consortium or sub-contract

No consortium or sub-contracting of any nature is allowed.

8.6. Conflict of Interest

- I. The Selected Agency should provide professional, objective and impartial service and hold Government of Madhya Pradesh interest paramount.
- II. The selected agency shall not downstream or outsource any part of the scope of work.
- III. Non-disclosure of such an association will lead to termination of Agency.

8.7. Validity of Proposal

The following will be considered for the validity of the proposals deemed submitted:

- I. Proposals shall remain valid for a period of 180 days from the date of submission of Proposal.
- II. Issuer of the bid reserves the right to reject a proposal valid for a shorter period as non-responsive.
- III. In exceptional circumstances, the issuer of the bid may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing.

8.8. Right to Accept or Reject any Proposal

Issuer of the bid as per instruction of the Government of Madhya Pradesh reserves the right to annul this process, or to accept or reject any or all the proposals in whole or part at any time without assigning any reasons and without incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for such decision.

8.9. Fraud & Corruption

It is required that the Bidders submitting Proposal and Agency selected through this RFP document must observe the highest standards of ethics during the process of selection and during the performance and execution of the Work Order. For this purpose, definitions of the terms are set forth as follows:

- I. **"Corrupt Practice"** means the offering, giving, receiving or soliciting of anything of value to influence the action of Government of Madhya Pradesh or its personnel or its representatives in Work Order executions.
- II. **"Fraudulent Practice"** means a misrepresentation of facts, descriptions submitted as part of your proposal in order to influence this selection process or the execution of a Work Order, and includes collusive practice among Bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or noncompetitive levels and to deprive Government of Madhya Pradesh benefits of free and open competition.
- III. **"Unfair Trade Practice"** means supply of services different from what is ordered on, or change in the Scope of Work.
- IV. **"Coercive Practice"** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or execution of Work Order.
- V. Issuer of the bid will reject a proposal for award, if it finds that the Bidder recommended for award, has been determined to having been engaged in corrupt, fraudulent or unfair trade practices.
- VI. Issuer of the bid also as per instruction of Government of Madhya Pradesh will declare an Agency ineligible, either indefinitely or for a stated period of time, for awarding the Work Order, if it at any point in time, determines that the Firm/Agency has engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing the Work Order.

8.10. Clarifications & Amendments of Scope of Work Document

- I. During the process of evaluation of Proposals, Issuer of the bid may, at its discretion, ask Bidders for clarifications on their proposal. The Bidders are required to respond within the prescribed time-frame.
- II. Issuer may for any reason, modify this RFP document from time to time.
- III. The amendment(s) to this RFP would be clearly spelt out and the Bidders may be asked to amend their proposal due to such amendments before submission date and time.
- IV. Clarification may be sought during the pre-bid meeting as per data sheet. Clarifications and corrigendum issued will form a part of the final agreement.

8.11. Preparation of Proposal

The Bidder must comply with the following instructions during preparation of proposals:

- I. The Bidder is expected to carefully examine all the instructions, guidelines, terms and conditions and formats of the Scope of Work of this RFP document. Failure to furnish all the necessary information as required by the Scope of Work or submission of a proposal

- not substantially responsive to all the requirements as mentioned in the Scope of Work shall be at Bidder's own risk and may be liable for rejection.
- II. The Proposal and all associated correspondence shall be written in English, and shall conform to prescribed formats. Any interlineations, erasures or over writings shall be valid only if they are initiated by the authorized person signing the Proposal.
 - III. The Proposal shall be in indelible ink and shall be signed by the authorized signatory of the Bidder. The Authorized person(s) means one who binds the Bidder to the Work Order. The letter of authorization shall be indicated by written power of attorney/resolution of board and shall accompany the proposal.
 - IV. The shall mention name & address of the Bidder to enable the Proposal to be returned in case it is declared late bid and for matching purposes.
 - V. Detailed proposals complete in all respect and in the forms & submitted in the stipulated manner shall be treated as valid.
 - VI. No Bidder is allowed to modify, substitute, or withdraw the Proposal after its submission. If the proposal is withdrawn after bid submission, then the EMD may be forfeited.

8.12. Submission of Earnest Money Deposit (EMD) and Performance Bank Guarantee (PBG)

1. An earnest money deposit (EMD) of Rs. 2,00,000/- (Rs. Two lakhs) in the form of Demand Draft/Bank Guarantee in favour of "Executive Director, Madhya Pradesh, Bhopal" shall have to be submitted by the bidder along with the financial bid. The bid security shall be furnished in Indian National Rupees (INR) and should be valid for a period of minimum 180 days.
2. EMD may be deposited through Demand Draft / Bank Guarantee by any Nationalized Bank, failing which the proposal shall be rejected summarily.
3. No bid shall be withdrawn during the period between the Bid Opening Date and the expiration of the bid validity period including its extension if any as specified in Notice Inviting Proposal. Withdrawal of a bid may result in the forfeiture of the Bidder's Bid Security (EMD).
4. Any bid not secured in accordance with above mentioned clause, shall be rejected by the Purchaser as being non-responsive, without any further correspondence. Unsuccessful bidders' bid security will be discharged / returned within 30 days of signing of the contract agreement.
5. The Bid Security/EMD can be forfeited if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form or during the bid process, if a Bidder indulges in any such deliberate act that would jeopardize or unnecessarily delay the process of bid evaluation and finalization, or if any information is found wrong / manipulated / hidden in the bid.

6. The decision of the purchaser regarding forfeiture of the Bid Security shall be final & shall not be called upon question under any circumstances. No interest will be paid on the EMD & Performance Bank Guarantee.
7. Agency will have to submit a Performance Bank Guarantee during / prior to signing of contract and within 15 days of release of work order.
8. The PBG will be of the amount of 10% of the contract value. For the selected bidder, the EMD shall be returned on submission of Performance Bank Guarantee (PBG of 10% of the contact value).
9. Performance Bank guarantee needs to be from the Nationalized Bank and should be valid for the contract duration
10. The EMD may be forfeited:
 1. If a Bidder withdraws its bid during the period of bid validity.
 2. In case of a successful Bidder, if the Bidder fails to sign the contract in accordance with this RFP. If the successful Bidder fails to provide the Performance Bank Guarantee as required at the time of signing of the Agreement.
 3. In case Mantralaya-MP decides to reject the bid as the Bidder is found to be involved in 'corrupt or fraudulent practice' as defined in this RFP
 4. In case SAPS or GoMP decides to reject the bid as the Bidder makes false or misleading claims in the bid
 5. In case of a successful Bidder, if the Bidder fails to accept the work order at the quoted rate.

8.13. Submission of Proposal

a) Online Submission

Agency is also required to have a Digital Signature (DSC) from one of the Government of India authorized Certifying Authorities in order to submit a proposal on line at the web address indicated above. The list of the authorized Certifying Authorities can be found http://cca.gov.in/cca/?q=licensed_ca.html.

Bidders are requested to visit the following URL for more information and time to time during bid process:

- <https://www.mpeproc.gov.in/>

Important points regarding online submission:

1. Details of project can be found in this RFP document.
2. The Agency's shall submit their Proposals electronically on the portal: www.mpeproc.gov.in

3. For participation in e-tendering, it is mandatory for prospective bidders to get registered on website www.mpeproc.gov.in. Therefore, it is advised to all prospective bidders to get registration by making on line registration fees payment at the earliest.
4. Tender documents can be downloaded from website www.mpeproc.gov.in. However, the tender document of those bidder shall be acceptable who have made online payment for the tender documents fee of Rs 1,000/- (Rs One Thousand) + processing fee as applicable (non-refundable) to be paid online through the e-procurement portal (website www.mpeproc.gov.in), without which bids will not be accepted.
5. Service and gateway charges shall be borne by the bidders.
6. Since the bidders are required to sign their bids online using class-III Digital Signature Certificates, they are advised to obtain the same at the earliest.
7. For further information regarding issue of Digital Signature Certificate, the bidders are requested to visit website www.mpeproc.gov.in . Please note that it may take up-to 7 to 10 working days for issue of Digital Signature Certificate. SAPS will not be responsible for delay in issue of Digital Signature Certificate.
8. If bidder is bidding first time for e tendering, then it is obligatory on the part of bidder to fulfill all formalities such as registration, obtaining Digital Signature Certificate etc. well in advance.
9. Bidders are requested to visit our e-tendering website regularly for any clarifications and/or due date extension or corrigendum.
10. Bidder must positively complete online e-tendering procedure at www.mpeproc.gov.in
11. SAPS shall not be responsible in any way for delay/difficulties/ inaccessibility of the downloading facility from the website for any reason whatsoever.
12. For any type of clarifications bidders/contractors can visit www.mpeproc.gov.in and help desk contact No. 18002748484 and 18002745454.
13. Interested bidders may attend the free training program in Bhopal at their own cost. For further query please contact help desk.
14. An online opening of the Technical Proposals will be conducted as followed. The procedure for online opening of Technical Proposals can be seen at www.mpeproc.gov.in. The opening shall take place at: online from SAPS office
15. The online opening procedure shall be as following:
 - The procedure for online opening of Technical Proposals can be seen at www.mpeproc.gov.in
 - The procedure for notifying the Agency on the results of the Financial opening shall be as per the MP eProcurement guidelines
 - Agency can participate in the Financial Proposal opening in person. The address, date and time of opening of Financial Proposal will be send on email.
 - Contract award information will be published www.mpeproc.gov.in; mpedistrict.gov.in

Bidders shall submit their Proposal at the office address on or before the last date and time for receipt of proposals mentioned in Data Sheet.

- EMD Amount, Power of Attorney and all relevant annexure.
 - Every page of the document submitted by the bidder must be duly signed by the authorized signatory of the firm/company along with the official seal.
 - The proposal shall be in following format:
 - a. **Pre-qualification**
 - b. **EMD and tender bid fee**
 - c. **Financial Proposal:** The Financial Proposal shall be submitted only online through MP eProcurement i.e. www.mpeproc.gov.in Bidder must provide a single quotation inclusive of all eligible taxes and duties.
- b) No extra out-of pocket expenses will be reimbursed by the client i.e. the cost quoted in the financial proposal will be final without any variation
- c) Any variation of taxes (increase or decrease) during the period of contract would be accordingly adjusted

8.14. Evaluation of Proposals

The Bid will be opened as per the schedule mentioned in the Data Sheet. Authorized representatives of the Bidders may choose to attend the Bid Opening process. The Government of Madhya Pradesh will constitute Evaluation Committee to evaluate the Proposals submitted by Bidders for a detailed scrutiny. The proposal will be evaluated on the basis of pre-qualification compliance desired in the RFP. Financial proposal evaluation will be considered only for those bidders who clear the eligibility criteria. Clarifications may be asked at any time during bid process and failure to provide satisfactory reply will lead to dis-qualification. Client may ask the bidders for presentation during bid evaluation or may ask for clarifications anytime during bid evaluation. Non-compliances of any sort will lead to rejection of the bid.

8.15. Evaluation of Financial Proposal

The bidder will be selected on the least cost basis i.e. bidder quoting least amount for the engagement will be selected.

The Bidder shall quote both in figures and in words for the rates and amount quoted by him in price format forming part of the Bid document, in such a way that interpolation is not possible. The amount of each item shall be worked out and entered and requisite total given for all items. The quoted amount for the work shall be entered in the Bid and duly signed by the Bidder.

If any ambiguities are observed in the rates and amount given in words and figures the following procedure shall be followed:

- a) When there is difference between the rates in figures and words, rate which corresponds to the amount worked out by the Bidder, shall be taken as correct.
- b) When there is a difference between the sum of unit rate and the total quoted. The lower of the two would be considered as correct.
- c) 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.
- d) If there is a discrepancy between words and figures, the amount in words shall prevail.
- e) If there is such discrepancy in an offer, the same shall be conveyed to the Bidder with target date up to which the Bidder has to send his acceptance on the above lines and if the Bidder does not agree to the decision of Mantralaya, the bid is liable to be ignored.

8.16. Payment Terms

No advance payment shall be made to the selected agency. The agency will be required to deploy the required manpower as detailed in this document and quote for the man-month rate for each resource inclusive of all taxes (no out of pocket or ancillary expenses shall be considered). The agreed rates of the selected agency shall be used to make payments.

Payment will be made as per the following scheduled mentioned below:

Mile stone	Criteria	Documents
End of each Month	Actual number of Manpower deployed	<ul style="list-style-type: none"> • Manpower deployment details along-with attendance sign-offs from the respective section / nodal officer of the Department where the person is deployed • Work accomplished – details of the files, no. of documents scanned etc. completed • Sign offs from departments for acceptance, rejections etc. in the desired format

In case number of resources deployed in 2nd and 3rd months is less, then payment will be made on pro-rata basis based on actual number of deployment of personnel.

Manpower category: The table below provides the minimum manpower requirement for undertaking the required assignment.

Manpower Category	Nos
Project Lead	01

Manpower Category	Nos
Project coordinators	09
Manpower (staggered over a period of 3 months)	140
Trainers	05

- The engagement of the resources is for a period of **3 months, which can be extended for another 6 months**, subject to requirement & performance. Rates quoted by agency shall be valid for this entire period.
- The payment will be in form of man-month rate quoted by the bidder.
- Price should be inclusive of all applicable taxes.
- In case of dispute in any invoice, the client may withhold 10% of the invoice amount and release as and when the dispute is resolved up-to its satisfaction.
- The Government of Madhya Pradesh reserve the right to award or not award any part or complete work to the selected agency, in which case payment shall be made accordingly.
- Payments shall be made to the selected agency after deduction of applicable penalty and TDS.
- No. of days utilized by a particular resource shall be determined by the quality of work done by deployed resource as assessed by Officer in charge Mantralaya, Madhya Pradesh. Assessment shall be made on quality of output/outcome of the work done.
- In case the work done/output/outcome of the effort put in by the deployed resources is not as per expectations of Govt. of Madhya Pradesh, such days shall not be considered as utilized days of resources and payment shall be adjusted accordingly.
- Selected agency shall submit the invoice at the end of each month with the supporting successful work done report for each resources deployed authorized by Officer in Charge, Mantralaya, Madhya Pradesh for further processing.
- The Government of Madhya Pradesh shall extend all support to release the payment to selected agency in 30 days' timeframe subject to all required approvals and reports / deliverables are in place.
- In the event of dispute arising out of the agreement, the Executive Director, SAPS, shall be the sole Arbitrator and his decision shall be final and binding on both the parties.

8.17. Other General Terms & Conditions

NOTE: Bidders should read these conditions carefully and comply strictly while submitting the Proposals

1. Rate shall be written both in words and figures. There should not be errors and/or over-writings and corrections, if any, should be made clearly and initiated with dates. The rates should mention elements of the service charges or any other charges separately.
2. If the agency fails to deploy all resources within 15 days of signing of contract, the client may terminate the contract and invoke the performance bank guarantee on account of non-performance. Non-performance in this case refers to non-deployment of all the resources within 15 days of contract signing.
3. The client may increase or decrease the resources required and may vary the quantities of the resources / positions prior or during contract signing or post execution of contract in which case the amount will be paid to the agency on the man-month rate quoted. In case the client desires to increase the resources, then in such case the man-month rates quoted for the respective expert will be used for such extension.
4. Due to non-performance of the resource, the client may ask for replacement for the agency to comply-with. Agency shall give suitable resumes with equivalent or better profiles for necessary evaluation.
5. Bidders shall quote for the entire scope of contract on a “overall responsibility” basis such that the total bid price covers all the Bidder’s obligations mentioned in or to be reasonably inferred from the bidding documents in respect of providing the product / services.
6. Prices quoted by the Bidder shall remain firm during the entire contract period and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and shall be rejected.
7. Agency shall not assign or sublet the Work Order or any substantial part thereof to any other agency, nor is any consortium allowed for bidding purpose.
8. Consortium or sub-contracting/Sub-letting is not allowed
9. Rates quoted will be valid for the entire duration of engagement.
10. In the event of any loss/damage to Government of Madhya Pradesh, the Bidder shall be liable to make good such loss found. No extra cost on such shall be admissible.
11. Direct or indirect canvassing on the part of the Bidder or his representative will lead to disqualification.
12. If a Bidder imposes conditions, which is in addition to or in conflict with the conditions mentioned herein, his Bid is liable to summary rejection. In any case none of such conditions will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of Bid issued by the Government of Madhya Pradesh.
13. Issuer of the Bid reserves the right to accept or reject one or all bids without assigning any reasons and accept bid for all or anyone. Issuer of the bid also reserves the right to award the work to more than one company.
14. The Agency’s Work Order shall be immediately terminated, if State Government finds it responsible for uploading any defamatory, seditious, gender prejudiced or obscene content. The Agency shall promptly remove any content of the aforementioned malicious

nature uploaded by a member of the public, and inform State Nodal Officer of the same to provide State Government with the opportunity to prosecute such an individual or group.

15. Failure to deploy the resources will also lead to encashment of the PBG as per the condition described above.
16. If the Agency requires an extension of time in completion of the work order period on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated time. The case will be examined and permission in writing will be necessary for the Bidder.
17. Service Delivery period may be extended with or without liquidated damages if the delay in the services is on account of hindrances beyond the control of the Bidder.
18. If any dispute arises out of the Work Order with regard to the interpretation, meaning and breach of the terms of the Work Order, the matter shall be referred to by the Parties and they will try to resolve the issue mutually.
19. Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with Arbitration & Conciliation Act 1996, to the sole Arbitrator the Secretary Public Service Management Department Govt. of MP or an officer nominated by her/him shall be the arbitrator.
20. Rules of Procedure. Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the Madhya Pradesh Arbitration Tribunal Act, 1983 first.
21. Substitute Arbitrators. If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.
22. All legal proceedings, if necessity arises to institute, by any of the parties needs to be lodged in courts situated in Bhopal, Madhya Pradesh only.
23. Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned unopened
24. Location: The Services shall be performed Bhopal, Madhya Pradesh hereto as the Client may approve.
25. Client/Client may terminate the RFP process at any time and without assigning any reason. Client makes no commitments, express or implied, that this process will result in a business transaction with anyone
26. The participating agencies shall submit only one Proposal. If an agency submits or participates in more than one proposal, all such proposals shall be disqualified and rejected.
27. The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Client may request, by notifying all Agencies who submitted Proposals prior to the submission deadline to extend the Proposals' validity

28. The Client may extend the proposal submission deadline to give the Agencies reasonable time to take an amendment as issued through clarifications / corrigendum into account in their Proposals.
29. Termination: The Work Order / contract can be terminated at any time by the State Govt., if the services are not up to his satisfaction after giving an opportunity to the selected Agency of being heard and recording of the reasons for repudiation by giving a notice of 30 days in writing. State Government reserves the right to invoke PBG submitted by the agency at any time during the engagement for non-performance of the agency and further terminate the contract.
30. The Contract/agreement may be terminated by the client in following circumstances:
The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Agency in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):
- a. If the Agency fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension.
 - i. Suspension: The Client may, by written notice of suspension to the Agency, suspend all payments to the Agency hereunder if the Agency fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Agency to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Agency of such notice of suspension.
 - b. If the Agency becomes (or, if the Agency consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
 - c. If the Agency fails to comply with any final decision reached as a result of arbitration
 - d. If, as the result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
 - e. If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
 - f. If the Agency fails to confirm availability of Key Experts / resources as required in this RFP / ToR
 - g. Furthermore, if the Client determines that the Agency has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar

days written notice to the Agency, terminate the Agency's employment under the Contract.

Upon termination of the Contract by notice the agency shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

Upon termination of the Contract, the Client shall make the following payments to the Agency

- i. payment for Services satisfactorily performed prior to the effective date of termination

31. All reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Agency and its personnel for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Agency shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Agency may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client
32. Removal of Expert / resources: If the Client finds that any of the personnel /expert has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that Agency's Expert of Sub-Agency have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice while performing the Services, the Agency shall, at the Client's written request, provide a replacement.
 - a. Any replacement of the removed Experts or Sub-Agencys shall possess better qualifications and experience and shall be acceptable to the Client.
 - b. The Agency shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.
33. If, after the date of Contract signing, there is any change in the applicable law with respect to taxes and duties which increases or decreases the cost incurred by the Agency in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Agency under the Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price

8.18. Award of Work

1. Work shall be awarded to the agencies on L-1 (least cost) basis. Evaluation will be done on the L1 rate obtained, however, payment will be made on the actual number of manpower deployed based on the blended man-month rate mentioned in financial bid.

2. State Nodal Agency reserves the right to accept or reject any or all the proposals without assigning any reason.
3. State Nodal Agency also reserves the right to call for additional information from the Bidder(s).
4. Notification on Award of Work for Bidder(s) shall be made in writing to the successful Bidder(s).
5. The client may increase or decrease the quantities of the resources prior to execution of the contract.

8.19. Content of the Bid

The Bidder shall submit the followings:

S. No.	Marked as	Content
1.	Earnest Money Deposit (EMD)	a) Earnest Money Deposit (EMD) b) Signed RFP Document c) Signed RFP corrigendum/Corrigenda, if any
2.	Proposal	Documents as required as per Eligibility criteria
3.	Commercial bid/proposal	Commercial Proposal in prescribed format

1. Please note that prices should not be indicated in the Technical Bid but should only be included in the Commercial Bid.
2. All the pages of the bid must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the bid.
3. The original proposal/bid shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidder itself. Any such corrections must be initialed by the person (or persons) who sign(s) the proposals.
4. All pages of the bid, shall be initialed and stamped by the person or persons who sign the bid.
5. Failure to submit bid on time would result in rejection of the proposal.
6. Mantralaya –MP / Client will not accept delivery of bid by fax or e-mail.

8.20. Disqualification

The proposal is liable to be disqualified in the following cases or in case Bidder fails to meet the bidding requirements as indicated in this RFP:

- Proposal not submitted in accordance with the procedure and formats prescribed in this document or treated as non-conforming proposal.

- During validity of the proposal, or its extended period, if any, the Bidder increases its quoted prices.
- The Bidder's proposal is conditional and has deviations from the terms and conditions of RFP.
- Proposal is received in incomplete form.
- Proposal is received after due date and time.
- Proposal is not accompanied by all the requisite documents.
- Information submitted in bid proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any.
- Bidder tries to influence the proposal evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process.
- In case any one party submits multiple proposals or if common interests are found in two or more Bidders, the Bidders are likely to be disqualified, unless additional proposals/Bidders are withdrawn upon notice immediately.

9. Proposal Formats

Client Government of Madhya Pradesh invites the Proposals from in the form of “Request for Proposal (RFP) for Selection of Agency for Scanning & Data digitization for Mantralaya, Bhopal, Madhya Pradesh. Bidders are required to submit Proposals in the formats as given under

9.1. Form A: Covering Letter

[Bidders are required to submit the covering letter as given here on their letter head]

To,

Executive Director
Madhya Pradesh State Agency for Public Services (MPSAPS)
4th Floor, Text Book corporation,
Arera Hills, – Bhopal, Madhya Pradesh

Sub: Proposal for Selection of Agency for Scanning and Data digitization for e-Office implementation at Mantralaya, Madhya Pradesh

Dear Sir,

1. We, the undersigned, having carefully examined the referred SCOPE OF WORK document, offer to provide the required services, in full conformity with the said Scope of Work.
2. We have read the all the provisions of SCOPE OF WORK Document and confirm that these are acceptable to us.
3. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.
4. We agree to abide by this Proposal, consisting of this letter, our Commercial Proposals, the duly notarized written power of attorney, and all attachments, for a period of 180 days from the date fixed for submission of Proposals as stipulated in the SCOPE OF WORK Document and modifications resulting from Work Order negotiations, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
5. Until the formal final Work Order is prepared and executed between us, this Proposal, together with your written acceptance of the Proposal and your notification of award, shall constitute a binding Work Order between us.

6. We declare that we do not have any interest in downstream business, which may ensue from the SCOPE OF WORK Document prepare through this assignment.
7. We hereby declare that all the information and statements made in this proposal are true and accept that any misrepresentation or misinterpretation contained in it may lead to our disqualification.
8. We declare that all the services shall be performed strictly in accordance with Tender documents conditions
9. We further declare that the prices stated in our proposal are in accordance with your terms and conditions in the proposal document.
10. We hereby declare that in case the contract is awarded to us, we shall submit Bank Guarantee as per terms and conditions of the tender document and agreement of contract.
11. We understand you are not bound to accept any proposal you receive, not to give reason for rejection of any proposal and that you will not defray any expenses incurred by us in bidding.

We hereby declare that our proposal is made in good faith, without collusion or fraud and the information contained in the proposal is true and correct to the best of our knowledge and belief and nothing is concealed.

We have noted the contents of Agreement and Bank Guaranty Draft and agree to abide by terms and conditions in the same.

The proposal submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.

We understand that you are not bound to accept the lowest or any proposal you may receive. The undersigned is competent and duly authorized by the bidder company/entity to sign this document. We further agree to adhere to ethical standard set by you in this document and all such other instructions on the issue by the Government of India and Government of M.P.

Thanking You

Date:

Yours faithfully

(Signature)

Name: -----

Date: -----

Designation & Authority: -----

Place: -----

Seal: -----

Business Address: -----

Form b: FORMAT FOR POWER OF ATTORNEY

(To be provided in original as part of the proposal on stamp paper of value required under law duly signed)

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 award of Agreement “Selection of Agency for Engaging Manpower for Implementation of Mantralaya Madhya Pradesh, vide Invitation for RFP no: dated, issued by (Client name).

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

- A.** 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.
- B.** 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).

9.2. Form C: Qualification and Experience of lead project manager

Bidders are required to provide the profiles of Project manager/Project co-coordinator/trainers

Sl .No 1	Name and date of birth	
	Proposed position	
	Address for Communication	
	Languages Known	
Basic Qualification	1	
	2	
Professional qualification	1	
	2	
Total no of years of exp		
Employment History (in reverse sequence)		
1. From_____	To_____	Position Held
Employer :		
2. From_____	To_____	Position Held
Employer :		
3. From_____	To_____	Position Held
Employer :		
Summary of Past Professional Experience(s)/Skill Set that best illustrates capabilities to handle task(s) under the current assignment(s)		
1	Name of Project:	
	Period From:	To: _____ Position held:_____
	Client Name:	
	Client Address:	
	Main project features:	
	Activities performed:	
2	Name of Project:	
	Period From:	To: _____ Position held:_____
	Client Name:	
	Client Address:	
	Main project features:	

	Activities performed:	
3	Name of Project:	
	Period From:	To: _____ Position held: _____
	Client Name:	
	Client Address:	
	Main project features:	
	Activities performed:	
	Assignment(s) to be performed under the current Project	

I, the undersigned, certify that above profile correctly describes about qualifications and experiences about myself/ my staff to best of my knowledge. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

[Signature of authorized signatory And on behalf of.....]

Date..... Place.....

[Note: Format of the Activity should also indicate the sub-activities of the assignment. Bidders may preferably include delivery of reports (interim and final reports) and other benchmarks such as the Department's approvals.]

9.3. Form 2: Financial Proposal submission form

To,

Executive Director
4th Floor, Madhya Pradesh State Agency for Public Services (MPSAPS)
Text Book corporation,
Arera Hills, – Bhopal, Madhya Pradesh

Subject: Financial proposal for Selection of Agency for Engaging Manpower for scanning and data digitization for eOffice at Mantralaya-Madhya Pradesh

Dear Sir,

We, the undersigned, offer our proposal Selection of Agency for Engaging Manpower for Implementation of e-office Mantralaya-Madhya Pradesh in accordance with your Request for Proposal dated <...> and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures and currencies].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,
Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

9.4. Financial Bid Format Item

Manpower Category	Blended man-month rate (A)	Nos (B)	Duration (C)	Total amount (D) = A*B*C
Project Lead		01	3 months	
Project coordinators		09	3 months	
Scanning and Data Digitization operator		140	3 months	
Trainers		05	3 months	
Other cost (enter if required)				
Sub-Total				
IGST (18%) or as per the applicable rate				
Grand Total				
Grand Total amount (in words)				

Note: Evaluation will be done on the L1 rate obtained, however, payment will be made on the actual number of manpower deployed based on the blended man-month rate mentioned above.

Any increase or decrease in taxes will be paid on actuals by the client.

Dated this [day / month / year]

Authorized Signatory (in full and initials):

Name and title of signatory:

Duly authorized to sign this Proposal for and on behalf of [Name of Agency]

Name of Firm:

Contact details:

Address –

Email –

Mobile No –

9.5. Performance Bank Guarantee (Draft) – to be furnished within 15 days of issuance of work order

To,

Executive Director
Madhya Pradesh State Agency for Public Services (MPSAPS)
4th Floor, Text Book corporation,
Arera Hills, – Bhopal, Madhya Pradesh

Place: _____
Bank Guarantee No.: _____
Amount of Bank Guarantee: Rs. _____ (Rs. in Words _____)
Bank Guarantee valid from: _____
Last Date for Lodgement of Claim: _____

This Deed of Guarantee executed by the _____ (Bank) having Registered Office at _____ and local office at _____ (hereinafter called “ the Bank”) in favour of Executive Director, Madhya Pradesh (Client name) (Client), Bhopal, Madhya Pradesh) for and on behalf of Client (hereinafter called “Client”) for an amount not exceeding Rs. _____ (Rs. In words _____ only) at the request of M/s _____ having their Registered office at _____ (hereinafter called the Agency) to whom work order no. _____ dated _____ amounting to Rs. _____ (Rs. In words _____ only) is given by Client, in respect of which this Bank guarantee is being submitted as security to complete the work and provide the services within stipulated time. The bank do hereby undertake to pay to the Client an amount not exceeding Rs. _____ (Rs. In words _____ only) by reason of breach of Agreement, ‘Term and Conditions” as stated in Tender Document, and commitment under the scope of Work Order. The Bank do hereby guarantee and undertake to pay to the Client immediately on demand, without any reservation(s), protest, demur and without reference to any party the amount of Rs _____ (Rs. In words _____ only). Any such demand made by the Client shall be conclusive and binding on the bank irrespective of any dispute(s) or difference(s) raised by any party.

The bank undertake to pay to Client amount so demanded, notwithstanding any dispute or disputes raised by any party in any suit or proceeding pending before any Court or Tribunal relating thereto, Banks liability under this guarantee being absolute and unequivocal.

The payment so made by the bank under this bond shall be a valid discharge of liability for payment there under and the Agency shall have no claim against the bank making such payment.

This Guarantee will not be discharged due to the change in the constitution of the Bank or Agency.

This guarantee shall be irrevocable and shall remain valid up to _____(date). The guarantee shall be extended further at the discretion of the Bank for such period as required under the instructions of the Agency M/s_____, on whose behalf this guarantee is furnished.

The bank agree that the amount hereby guaranteed shall be due and payable to the Client on the bank being served a notice requiring the payment of the amount and such notice shall be deemed to have been served on the Bank by actual delivery. In order to give full effect to the provisions of this guarantee the bank hereby waives all rights inconsistent with the above provisions and which the bank might otherwise as a guarantor be entitled to claim and enforce.

We,_____ (Bank) may renew the Bank Guarantee at our discretion provided the request for renewal is made by the Agency before the expiry of the Bank Guarantee with the mutual consent of the Bank.

We,_____ (Bank) , lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Client in writing and the guarantee shall be continuous and irrevocable guarantee up to a sum of Rs._____ (Rs. In words_____ only).

Not with standing anything stated hereinbefore:

1. Our liability under this guarantee is restricted to Rs._____ (Rs. In words _____ only).
2. The guarantee shall remain in force till _____(date) and
3. The Bank is liable to pay the guarantee amount or any part thereof under this Bank Guarantee only if the Client serves upon the Bank a written claim or demand on or before _____(date).

Please note that this Bank Guarantee automatically stand cancelled notwithstanding the fact that the original bank guarantee may not be returned to us by you after _____(date).

Witness:

1._____

Signature

2. _____

Manager/ Authorised Signatory
Full Name (in Block Letters)
Designation & Signature I.D. No
Bank & Branch Address with Branch No.

9.6. Format of Bank Guarantee for Earnest Money Deposit

1. In consideration of Madhya Pradesh (Client name) (hereinafter called the “Client”) represented by the Executive Director, Client, on the first part and M/s _____ of _____ (hereinafter referred to as “Bidder”) on the Second part, having agreed to submit the Earnest Money Deposit of Rs. _____ (Rupees _____) in the form of Bank Guarantee for the Request for Proposal for Selection of Agency for Engaging Manpower for Implementation of scanning and data digitisation at Mantralaya-Madhya Pradesh in the state of Madhya Pradesh, we _____ (Name of the Bank), (hereinafter referred to as the “Bank”), do hereby undertake to pay to the Client forthwith on demand without any demur and without seeking any reasons whatsoever, an amount not exceeding _____ (Rupees _____) and the guarantee will remain valid up to a period of 180 days from the due date of the tender. It will, however, be open to the Client to return the Guarantee earlier than this period to the Bidder, in case the Bidder does not qualify for the commercial negotiations on the bid(s) after an evaluation.
2. In the event of the Bidder withdrawing the bid before the completion of the stages prior to the Commercial negotiations or during the Commercial negotiations or the Bidder fails to provide the requisite performance bank guarantee in accordance to bid document, as the case may be, the Guarantee deposited by the Bidder stands forfeited by the Client. We also undertake not to revoke this guarantee during this period except with the previous consent of the Client in writing and we further agree that our liability under the Guarantee shall not be discharged by any variation in the term of the said tender and we shall be deemed to have agreed to any such variation.
3. No interest shall be payable by the Client to the Bidder on the guarantee for the period of its currency.

Dated this _____ day of _____ 2017

For the Bank of _____

9.7. Definitions

Unless the context otherwise requires, the following terms whenever used in this RFP have the following meanings:

- a) "Client" means the implementing agency that signs the Contract for the Services with the Selected Agency and in this context it is (Client name)/Client / Govt. of Madhya Pradesh,
- b) Agency / Service Provider means a legally-established empaneled firm bidding
- c) "Contract" means the legally binding written agreement signed between the Client and the Agency
- d) "Day" means a working day as per Government of Madhya Pradesh calendar unless indicated otherwise.
- e) "Effective Date" or Start date of the contract / engagement means the date on which the Contract comes into force and effect pursuant which is the date of signing of agreement / contract.
- f) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Agency's proposal.
- g) RFP / RFP/ ToR has been used in similar context and essentially means Request for Proposal. "RFP" means the Request for Proposals to be prepared by the Client for the selection of Agency.
- h) "Services" means the work to be performed by the Agency pursuant to the Contract.
- i) GoMP : Government of Madhya Pradesh
- j) Applicable Law means the laws and any other instruments having the force of law in India for the time being.

