

**Request for Quotation (RFQ) for  
Selection of Agency for Engaging Manpower  
for Implementation of  
MyGov-Madhya Pradesh**

(Limited to NeGD empaneled Agencies under Digital  
Media Services category)

**RFQ NO: 21/SAPS/2017**



**Issued by: State Agency for Public Service**  
*(On behalf of MyMP Cell Govt. of Madhya Pradesh)*

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## Data Sheet

The details of the tender are given below:

| S.No. | Description  | Remarks   |
|-------|--|---|
| 1.    | Document Reference Number                                    | 21/SAPS/2017  |
| 2.    | Bid Inviting authority                                       | State Agency for Public Service on behalf of MyGov-MP, Government of Madhya Pradesh   |
| 3.    | Eligibility  | Eligibility to participate by bidder Empaneled agencies by National e-Governance Division (NeGD), Govt. Of India notification No:N-21/14/2016-NeGD dated 16 <sup>th</sup> September 2016 under Digital Media Services Category  |
| 4.    | Bid issue date   | 21 <sup>st</sup> April 2017   |
| 5.    | Last date for sending pre-bid queries                        | 2 <sup>nd</sup> May 2017 before 6:00 PM   |
| 6.    | Pre-bid meeting  | 5 <sup>th</sup> May 2017 at 3: 00 PM at MPSAPS office, Bhopal<br><br>Maximum of two representatives from a firm will be allowed. The details of the participants shall be informed by 2 <sup>nd</sup> May'17 via email. Only those firms which are shortlisted by NeGD under Digital Media Services shall be allowed for attending the pre-bid. |
| 7.    | Last Date & Time for proposal                                | 5 <sup>th</sup> June 2017 before 3:00 PM  |
| 8.    | Date & Time for opening of Technical / eligibility Proposals | 5 <sup>th</sup> June 2017 3:00 pm – will be communicated separately through email. Will be opened online through <a href="http://www.mpeproc.gov.in">www.mpeproc.gov.in</a>   |
| 9.    | Date & Time for opening of Financial Proposals               | Will be communicated through email  |
| 10.   | Address for Bid Submission and Pre-bid meeting venue         | <b>Executive Director</b><br><b>Madhya Pradesh State Agency for Public Service</b><br>IInd Floor, Atal Bihari Vajpayee Institute of Good Governance and Policy Analysis,<br>Bhadbhada Road,TT Nagar – Bhopal, M.P.<br>Tel: (0755) -2775227, (0755)-2770926  |
| 11.   | Selection method   | Method of Selection L1  |

| S.No. | Description  | Remarks  |
|-------|--|--|
| 12.   | Validity   | Minimum 180 days from the due date of submission of proposal as mentioned in this TENDER or the subsequent corrigendum (if any)  |
| 13.   | Purchase of Bid Document                                     | <b>Madhya Pradesh State Agency for Public Service</b><br>IIInd Floor, Atal Bihari Bajpayee Institute of Good Governance and Policy Analysis,<br>Bhadbhada Road,TT Nagar – Bhopal, M.P.<br>Tel: (0755) -2775227, (0755)-2770926 or through <a href="http://www.mpeproc.gov.in">www.mpeproc.gov.in</a>   |
| 14.   | Complete Tender Document can be downloaded from :            | <a href="http://mpedistrict.gov.in/">http://mpedistrict.gov.in/</a> and <a href="http://www.mpeproc.gov.in">www.mpeproc.gov.in</a>   |
| 15.   | Mode of submission of Bid                                    | <b>Online through MP eProcurement i.e.</b><br><a href="http://www.mpeproc.gov.in">www.mpeproc.gov.in</a><br>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 MPSAPS office.<br><br>Copies of the EMD, Tender Fee POA, etc. (as the case may be) need to be uploaded during bid submission through e-procurement.<br><br>The following documents needs to be submitted through hard copy as well before the last date and time of proposal submission as given above:<br>a) Original EMD<br>b) Bid fee if paid through DD. However, it will be preferred that the payment gateway of MP eProcurement be utilised<br>c) Power of Attorney |
| 16.   | Mail ID for correspondence and submission of pre-bid queries | Email:- <a href="mailto:loksevamp@gmail.com">loksevamp@gmail.com</a>   |
| 17.   | Bid fee  | The Tender Document can be purchased from SAPS Office, Bhopal situated at the address by paying the non-refundable Tender Document Fee of <b>Rs. 1000/- (Rupees One Thousand ONLY)</b> , either through Demand Draft or Bank Order in favor of "Executive Director, Madhya Pradesh State Agency for Public   |

| S.No. | Description                | Remarks   |
|-------|----------------------------|---|
|       |                            | Services, Bhopal", payable at Bhopal. The receipt for payment of tender fees shall be attached along with the Technical Bid.  |
| 18.   | EMD                        | An earnest money deposit (EMD) of <b>Rs. 2,00,000/- (Rs. Two lakhs)</b> in the form of Demand Draft/Bank Guarantee in favour of "Executive Director, Madhya Pradesh State Agency for Public Services, 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. |
| 19.   | Performance Bank Guarantee | 10 % of the contract value ( to be given within 15 days post issuance of work order)  |

## 1. Purpose of the assignment

Effective communication is the key to the successful design and delivery of Government projects and services. It plays an important role in helping all stakeholders to understand their roles and responsibilities in project life cycle. Historically, it is found that many of the good programs of the Government did not produce the desired impact on account of very low acceptance by citizen, lack of consistency in communicating the right message and unplanned use of media channels. Awareness and Communication programs helps to ensure that relevant information reaches the right person at the right time, attracts attention of the users, create awareness about issues and finally influences the behaviour of all concerned in the desired direction.

The Government of Madhya Pradesh, considering the popularity and effectiveness of MyGov, approached the MyGov, Government of India (GoI) for creating a State level instance for Madhya Pradesh Government. Accordingly, the MyGov, GoI has agreed to share the instance on a “Software as a Service” (SaaS) platform with all necessary technical supports from their end. However, end-to-end management of the State instance starting from content creation & finalization, theme creation till website promotion shall be the responsibility of the State Government. The State instance will have all the feature available in central MyGov instance and same will be customized for the Government of Madhya Pradesh as per requirements.

In order to implement, promote and manage the content, the Government of Madhya Pradesh has decided to engage manpower through the already empaneled agencies of NeGD, GoI and other players working in the industry with similar nature assignment for a period of two years.

### 1.1. Target Audience /Stakeholders

- Citizens including Youth & Women
- Government Departments both at Centre & State and all Urban Local bodies
- NGOs & Civil Societies
- Academic Institutions
- Industry Bodies/Association

### 1.2. Objectives of the assignment

**The objectives of the assignment are as below:**

1. Effectively create and deliver the message of Digital India to all stakeholders
2. Expand visibility of MyGov-MP by way of effective branding across various platforms with special focus on new media and public interface touch points.
3. To create the messages of MyGov-MP across various communication platform and to establish credibility of message by ensuring a value proposition in terms of demonstration of service delivery to citizens by converging existing and new services under Digital India.
4. Sustained connection with people by identifying and engaging serious stakeholders at various level through ICT platform and increasing the demand for e-services
5. Communication in vernacular languages as far as possible



## 2. Invitation for Proposal

### 2.1. About MyGov

MyGov is the citizen engagement platform of the Government of India, launched on 26<sup>th</sup> July 2014. The key aspects of MyGov are the “Discuss”, “Do”, “Disseminate” which help facilitate dialogue, discussion and deliberation between citizens and government.

The key features of MyGov are:

- “Discuss”- To discuss and deliberate on various issues such as *Swachh Bharat*, Digital India, or State/ UT specific initiatives, through subject or Ministry-specific groups.
- “Do”- To do tasks (both online and on-ground) and collaborate on key areas of governance
- “Disseminate”–For the Government to reciprocate on the ideas, topics, suggestions etc. received from citizens and inform citizens on the follow-up actions taken by the government
- “Creative Corner”–To facilitate departments to organize various contests for crowd-sourcing creative ideas such as logo designs and tag-lines
- “Open Forum” – Platform where citizens can share views on topics of national importance (Eg: Ideas for Prime Minister's Independence Day Speech)
- “Opinion Polls”– To gauge the pulse of the citizens through voting on current issues of public importance, surveys organized by different departments to collect user information.
- “MyGov Talks”–To enable live interactions with senior government decision makers, domain experts and eminent academicians on current governance topics and other government initiatives.

### 2.2. Milestones of MyGov

- People's participation in pilot projects and schemes such as the Digital India, Skill India, AMRUT, Smart Cities, Atal Innovation Mission, Beti Bachao, Beti Padhao would continue to be facilitated through MyGov
- The name, structure and themes of Prime Minister's radio programme, Mann Ki Baat are crowd-sourced through MyGov.
- The logos of Swachh Bharat, Pradhan Mantri Jan Dhan Yojana, Digital India have been crowd-sourced through MyGov
- Grass-root consultations from village level to the National level for new education Policy and other envisioned policies would be carried out through [survey.mygov.in](http://survey.mygov.in)
- In collaboration with Intel, DST and IIM-A, MyGov would help start-ups and budding entrepreneurs "Innovate for Digital India" with [innovate.mygov.in](http://innovate.mygov.in)
- Making Swachh Bharat Mission a people-powered with [swachhbharat.mygov.in](http://swachhbharat.mygov.in) and the launch of a dedicated mobile app. Citizens can post "before" and "after" pictures/videos and nominate friends and family members to participate in the campaign.
- MyGov has introduced Speech to Text Solution for Prime Minister's Mann Ki Baat.

### 2.3. MyGov, Madhya Pradesh

The Government of Madhya Pradesh, considering the popularity and effectiveness of MyGov, approached the MyGov, Government of India (GoI) for creating a State level instance for Madhya Pradesh Government. Accordingly, the MyGov, GoI has agreed to share the instance on a “**Software as a Service**” (SaaS) platform with all necessary technical supports from their end. However, end-to-end management of the State instance starting from content creation & finalization, theme creation till website promotion shall be the responsibility of the State Government. The State instance will have all the feature available in central MyGov instance and same will be customized for the Government of Madhya Pradesh as per requirements. In order to implement, promote and manage the content, the Government of Madhya Pradesh has decided to engage manpower through the already empaneled agencies of NeGD, GoI and other players working in the industry with similar nature assignment.

### 2.4. Key Tasks of the assignment – Scope of Work for the Selected Agency

The selected Agency shall execute the below mentioned tasks, but not limited to: -

1. Providing amplification of Digital Marketing Communication and Messaging through planning and execution of a Digital Marketing activity across both Paid Media and Non-Paid media avenues on Digital and Mobile campaign defined in the digital marketing strategy for MyGov-MP Program. Media planning & providing professional inputs and support in buying of media for Social Media Campaigns (Online and Mobile) for running banners, adverts etc. during the period of Work Order on themes / subjects to be decided in consultation with MyGov MP. This would entail assistance and supervision of buying of the media slots to ensure best of rates and negotiations directly from the media owner.
2. Executing the digital campaigns on the basis of overall Social Media strategy and undertake activities like optimization of campaign, reporting etc.
3. Creation & Maintenance of Social Media Platforms for mygov.mp.
4. New Look, Updates and Engage with users
  - Give all the Social Media Platforms a new look every week by putting up new creatives in line with overall theme/strategy approved by for the period of engagement.
  - Daily informative and promotional updates (At-least five updates on Facebook, and Twitter, one on other platforms) in the form of relevant text, photos, audio, interactive content, interviews, news, organize online surveys, quizzes, contests and others on all the social media platforms in consultation.
  - Publicize all cultural events on all the social media platforms
  - Create relevant tagging & linkages of content on the all platforms.

5. Query Management, Media Tracking and Reporting

- All the queries received on the platforms must be replied to and addressed within 24 working hours in consultation with the departments social media team.
- Moderation of the all platforms with a frequency of 6 times a day in order to deal with spam, unauthorised advertisements, inappropriate content etc.
- Use a good industry standard monitoring tool (like Hoot suite, Buffer, Local Response, Brand watch, Across or similar monitoring tool) for analyzing comments / remarks about mygov.mp in various online media like e-newspapers, e-magazines, blogs, social media platforms at national & international level.
- Regular watch on effectiveness of social media strategy for publicity of mygov.mp page. The agency must submit a detailed analysis on the steps undertaken for overall promotion of page on the Social Media Platforms and the results achieved.

6. The components of the report would include:

**1. Mygov.mp Social Media presence analysis**

- Social channel analysis
- Social Traffic analysis
- Fan / follower growth Comparative FB/Twitter Engagement Analysis
- Content Analysis of the most engaging type of post which led to success on brand page
- Engaging Post
- Social Page Analysis
- Any other relevant

**2. Buzz Report**

- Share of voice
- Source Analysis
- Trend analysis
- Topic analysis
- Sentiment & Perception analysis
- Any other relevant

**3. Influencer Report**

- Influencers Identified
- Influencers Score
- Influencers Reached
- Amplification by Influencers
- Any other relevant

4. Providing feedback on best practices in marketing and promotion in countries across the world and in Indian States on Social Media as and when required by the department.

## 7. Creatives/Photos Bank

Creatives/Photos with cataloguing needs to be developed consisting of at least 100+ Creatives/Photos of high quality and high resolution aesthetic work of relevant activities and events.

## 8. Other miscellaneous Work

Other related and miscellaneous work includes providing monthly strategic inputs for creative campaign. Providing feedback on best practices in marketing and promotion in countries across the world on the digital space. Assistance to be provided by MYGov MP would be as under:

- a) Provide the necessary information on events / festivals being conducted under Digital India Program from time to time.
- b) The Digital India Social Media Team will provide relevant (basic information/approvals) content as available from time to time.
- c) Provide all the necessary information such as logo of Department / event / press releases issued for traditional media and updates etc.
- d) Assist in obtaining any other permissions / information as required.
- e) Co-ordinate with NIC and Central team for implementation of successful MyGov portal for Madhya Pradesh government
- f) Provide technical guidance to NIC ( which will maintain and host Mygov-MP portal) or other agency as nominated by GoMP
- g) All Intellectual Property displayed on these platforms shall belong to MyGov MP exclusively, and any Intellectual Property Rights emanating from such content shall vest solely and exclusively with MyGov MP.
- h) The selected Agency shall actively engage in Content Creation & Management for a period of 24 months and all such content created will be the property of My GovMP. Content creation will be in Hindi and English languages.
- i) Project management activities such as co-ordination with different stakeholders, on-boarding of departments, support in file movement, support in taking necessary approvals, progress reporting and Other related and miscellaneous work includes providing monthly strategic inputs and support for creative campaign of mygov.mp

## 9. Manpower requirement: Refer section 5 for details of tasks and qualification requirements

### Note:

- a) The Agency must also be advised that the operation of the Social Platforms and other online activities shall fall under the purview of the Right to Information Act, 2005. Thus, it must understand the laws provided thereunder and must answer such queries only after consultation with MyGov.

- b) The online content to be developed must be operational on all electronic devices such as PCs, Laptops, Mobiles, Tabs etc., failure of any one of which shall be considered an incomplete execution of the Work Order.

## 2.5. Agency's Obligations

- a) The Agency is obliged to work closely with the MyGov's-MP staff, act within its own authority and abide by directives issued by the MyGov MP or its affiliated agencies.
- b) The Agency will abide by the job safety measures prevalent in India and will free the MyGov-MP 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 MyGov MP 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 MyGov MP, 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 MyGov-MP.

## 2.6. Facilities for undertaking the assignment

### **The following facilities will be provided by the client/MPSAPS:**

- a) Seating space with furniture including power, cooling. The Project location will be in Bhopal, Madhya Pradesh
- b) Internet
- c) Printing facility

### **The agency is required to bring the following components:**

- a) Laptops / desktops and associated software to undertake the work specified in this RFQ/ToR
- b) Software required to undertake the job/ project requirement for designing, animation, audio-video (A-V) editing and any other. The list of required software should be mentioned in the bid, however, it will be the responsibility of the agency to get all the required software for delivering assignment
- c) and any other infrastructure required for delivering the assignment needs to be brought by the selected agency

## 3. Invitation to Bidders

- I. This invitation is valid only for the agencies Empaneled by National e- Governance Division (NeGD), DeitY, Govt. Of India vide notification No: N-21/14/2016-NeGD, September, 2016 under Digital Media Services Category.

- II. The invitation is engaging of manpower by Government of Madhya Pradesh through empaneled Digital media agencies for MyGov by NeGD.
- III. 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.
- IV. The Tender Document can be purchased from SAPS Office, Bhopal situated at the address given by paying the non-refundable Tender Document Fee of **Rs. 1000/- (RUPEES ONE THOUSAND ONLY)**, either through Demand Draft or Bank Order in favor of "**Executive Director, Madhya Pradesh State Agency for Public Services, Bhopal**", payable at **Bhopal**. The receipt for payment of tender fees shall be attached along with the Technical Bid.
- V. In case the tender document is downloaded from website, the cost of tender Rs 1000 /-shall be submitted along with Technical bid in the form of Demand Draft/Bank Order in favour of "Executive Director, Madhya Pradesh State Agency for Public Service", payable at Bhopal or paid through the e-procurement facility. The cost of Tender document is NON REFUNDABLE and no interest shall be paid.

#### 4. Instructions to Bidders

##### 4.1. 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.

##### 4.2. 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.

##### 4.3. 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.

##### 4.4. Fraud & Corruption

It is required that the Bidders submitting Proposal and Agency selected through this RFQ 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 the IT Department, 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.

#### 4.5. 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 of the bid as per instruction of the *MPS/APS* may for any reason, modify this RFQ document from time to time.
- III. The amendment(s) to this RFQ 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.

#### 4.6. 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 RFQ 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.

#### **4.7. 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 State Agency for Public Services, 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 contract 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 RFQ. If the successful Bidder fails to provide the Performance Bank Guarantee as required at the time of signing of the Agreement.
  3. In case MyGov-MP decides to reject the bid as the Bidder is found to be involved in 'corrupt or fraudulent practice' as defined in this RFQ
  4. In case MyGov –MP 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.

#### **4.8. Submission of Proposal**

##### **a) Online Submission**

The RFQ is available online at [www.mpeproc.gov.in](http://www.mpeproc.gov.in) and <http://mpedistrict.gov.in/> for the short-listed Agencies only. The short-listed Agencies are required to register on this website at no cost and prior to the submission of proposals. 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](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/>
- <http://mpedistrict.gov.in/>

##### **Important points regarding online submission:**

1. Details of project can be found in this RFQ document.
2. The Agency's shall submit their Proposals electronically on the portal: [www.mpeproc.gov.in](http://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](http://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](http://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](http://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](http://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](http://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](http://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](http://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](http://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](http://www.mpeproc.gov.in); [mpedistrict.gov.in](http://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. **EMD and tender bid fee**
  - b. **Technical Proposal should have the followings:**

| Section No. | Section Heading                                      | Details   |
|-------------|--|---|
| Section 1   | Bid Covering Letter                                  | As per format given   |
| Section 2   | Bidders Experience – maximum 10 page                 | Bidder’s General Information  |
|             |  | Citations of the work undertaken  |
|             |  | Experience in deployment, customization and maintenance of proposed Mygov environment   |
|             |  | Experience of analyzing social media/ websites/ blogsites, etc. using the proposed solution   |
| Section 3   | Approach & Methodology - maximum 10 page             | Bidder needs to elaborate on: <ul style="list-style-type: none"> <li>- Understanding of Scope of Work</li> <li>- Reporting &amp; Customisation Approach</li> <li>- Strategy for correlating the Other</li> <li>- Media content and MyGov content – parameters for analysis, different reports, etc</li> </ul> |
| Section 4   | Proposed Solution - maximum 5 page                   | Details about value addition , proposed software, value addition etc.   |
| Section 5   | Key personnel proposed - maximum 3 page per resource | <ul style="list-style-type: none"> <li>• CVs as per format provided</li> <li>• Compliance of resumes against the requirements</li> </ul>  |

- c. **Financial Proposal:** The Financial Proposal shall be submitted only online through MP eProcurement i.e. [www.mpeproc.gov.in](http://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 visits outside Bhopal, Madhya Pradesh would be paid by the client as per rates for Class 1 officer issued by Government of Madhya Pradesh. However, such visits would be taken only on client’s request and approval.
- d) CV of each resource (as detailed out in the Scope of Work section) as per the format given in Section given in this RFQ document.
- e) Any variation of taxes (increase or decrease) during the period of contract would be accordingly adjusted

#### 4.9. 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 Technical proposal will be evaluated on the basis of compliance desired in the RFQ. Financial

proposal evaluation will be considered only for those bidders who clear the Technical evaluation. Technical evaluation will be primarily based on the resources compliance. If a resource is not found suitable or in compliance to the requirements, then the bid may be rejected or a clarification may be asked from the bidders. The bidders should provide compliance to the resources proposed in their bid.

#### 4.10. Evaluation of Financial Proposal

The committee will consider financial proposals for only those bidders whose proposed resources have necessary educational qualification and work experience matches with the criteria as mentioned in the detailed scope of the work along-with other information as mentioned above.

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 MyGov, the bid is liable to be ignored.

#### 4.11. 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 | Manpower utilized by Government of Madhya Pradesh during the period and corresponding deliverables submitted | <ul style="list-style-type: none"> <li>• Successful work completion report by authorized Officer of Government of Madhya Pradesh</li> <li>• Deliverables submitted and as per expectations</li> <li>• Any modifications required by client for successful acceptance of deliverables.</li> </ul> |
|-------------------|--|--|

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

| Manpower Category              | Nos       |
|--------------------------------|-----------|
| Project Lead                   | 01        |
| Manager – Community engagement | 01        |
| Asst. Manager – Promotion & PR | 01        |
| Social Media Analytics Experts | 01        |
| Video Editors                  | 01        |
| Graphic Design Experts         | 01        |
| Illustrator                    | 01        |
| IT and YouTube Manager         | 01        |
| Content Writer                 | 02        |
| Script Writer                  | 01        |
| <b>Total</b>                   | <b>11</b> |

- The engagement of the resources is for a period of **24 months, which can be extended for another 12 months**, subject to requirement/performance. Rates quoted by agency shall be valid for this entire period of each resource.
- The payment will be in equal monthly installment upon submission of deliverables and validation by the competent authority which will be ED-SAPS. **Hence, for each month the agency will raise an invoice equivalent to 4.17 % of the total financial quote as given in the Financial Proposal.**
- Price should be inclusive of all applicable taxes.
- Penalties are divided as under:
  - **Deployment Penalties:** If the personnel as proposed in the proposal is / are not deployed within 30 days of signing of contract, then client may levy a penalty of Rs. 2.5 lakhs per resource i.e. any change in the resources proposed in the proposal visa-a-vis actual deployment will lead to penalty of Rs. 2.5 lakhs per resource / per instance. If there are many replacements of the proposed resource the client may terminate the contract by giving notice as given in this RFQ document.

- **Post Deployment:** The selected agency will ensure that agreed manpower is deployed for the project and should not be replaced during contract execution. In case of replacement by agency or as requested by client during the contract period (due to poor performance), a penalty of Rs. 100,000/- (Rs. One lakh) per resource shall be levied which will be at the discretion of the client. The absence day shall be determined from the day of written request from the Government of Madhya Pradesh for the deployment of agreed resource. On an average there will be 24 working days in a month for which the agency should ensure availability of the team.
- **Post Deployment penalties capping:** Total penalty on account of replacements, delays in submission of deliverables, non-acceptable deliverables, non-adherence to the agreed timelines etc. would not be more than 20% of the total contract value during the tenure of the Project.
- 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 MyGov, 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, MyGov, 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.

## 5. Manpower requirement

The agency shall be required to manage the complete Digital media presence of MyGov, Madhya Pradesh including but not limiting to deployment of following manpower in required quantity and other paraphernalia required for them to execute the following job description. The following job description is only indicative and may change from time to time as per requirement of the project. Further, the team given below is as per minimum requirement, if the bidder wants to propose additional manpower then the same may be done.

| S.No. | Role / Experts                   | Qualification & Certifications required                                  | Job-Description  | Nos |
|-------|----------------------------------|--|--|-----|
| 1     | Project Lead                     | Masters in Mass Communication/Journalism from any recognized university. | <p>Minimum Experience of 10 years in journalism, Development communication, research in public policy, social sciences etc.</p> <ul style="list-style-type: none"> <li>• Editorial level experience in managing news websites or online newspapers &amp; news blogs</li> <li>• Experience in Leading research teams in media houses or national &amp; international research organizations of repute</li> <li>• Demonstrated social media expertise including running blog, FB and Twitter feed.</li> </ul>  | 01  |
| 2     | Manager – Community engagement   | MBA/MSW from the recognized University                                   | <p>7 years’ experience of working for community engagement in urban areas.</p> <ul style="list-style-type: none"> <li>• Experience in similar engagements for at-least 3 clients</li> <li>• Experience in writing blog posts, articles, newsletters, communications materials, and material for social media channels</li> <li>• Able to create, manage and grow presence through blogs, Twitter, Facebook, and other strategically relevant online properties</li> <li>• Attend events in the state and planning meetups for community.</li> <li>• Look after media events and build relationships with web journalists; create, execute and measure media campaigns</li> </ul> | 01  |
| 3     | Asst. Manager (Promotion and PR) | MBA (Marketing) from the recognized University                           | 3-4 years’ experience of working for Social media and web/Digital marketing.   | 01  |



| S.No. | Role / Experts                           | Qualification & Certifications required   | Job-Description  | Nos |
|-------|--|---|--|-----|
| 5     | Social Media Analytics Experts           | MBA or B.Tech./B.E. in Computer Science or Electronics and Communications                                   | <p>Experience of 05 years in data analytics and report writing</p> <ul style="list-style-type: none"> <li>• Experience in using social media analytics generating tools like Sysomos, Google Keywords Planner, etc</li> </ul>  | 01  |
| 6     | Video Editors                            | Degree or Diploma in Video Editing & Animation from any recognized university.                              | <ul style="list-style-type: none"> <li>• Experience of 5+ years in video editing for YouTube channels, websites &amp; promotional campaigns</li> <li>• Experience in working on editing software like Final Cut Pro, Adobe Premier Pro and any other relevant tools and software</li> </ul>            | 01  |
| 7     | Graphic Design Experts                   | Degree in Graphic Designing & Animation and with 3 Yrs experience in digital media or any creative agency.  | <ul style="list-style-type: none"> <li>• 3 years + experience</li> <li>• Proficiency in Coral Draw, In Design, Adobe Premiere, Adobe Photoshop, Z- brush</li> <li>• Designing info-graphics, banners, social media posts, GIFs, animated content for prominent websites &amp; organizations</li> </ul> | 01  |
| 8     | Illustrator                              | <p>Degree in Animation and Computer graphics</p> <p>Degree, diploma, or certificate course in Fine Arts</p> | <ul style="list-style-type: none"> <li>• Experience of 5+ years in graphic designing, compositing, 2D animation,</li> <li>• Experience in adobe Photoshop, Adobe illustrator, Adobe flash, Adobe after effect, Adobe In design, 3D Texturing 1</li> </ul>  | 01  |
| 9     | Information Technology & YouTube Manager | Engineering or Diploma in Computer Science  | <ul style="list-style-type: none"> <li>• Overall 3+ years' of experience in managing social media sites, blogs&amp; creating social media content and in areas of Information Technology</li> <li>• 2+years of experience as YouTube Channel manager</li> </ul>  | 01  |



| S.No. | Role / Experts | Qualification & Certifications required                          | Job-Description   | Nos |
|-------|----------------|--|---|-----|
| 10    | Content Writer | Post-Graduation/Graduation in Journalism/Mass Communication      | <p>Overall 5+ years' of experience in creating content for websites /news paper</p> <ul style="list-style-type: none"> <li>• Fluent in Hindi and English and adequate understanding of local dialects of Madhya Pradesh</li> <li>• Minimum 2+ years' of editorial experience in prominent vernacular or National level newspapers, TV, online sites in creating &amp; managing content.</li> <li>• Experience in creating attractive, user-friendly content in Hindi and English</li> </ul> | 02  |
| 11    | Script Writer  | Post-Graduation in language(Hindi/English) or Mass communication | <p>Experience of 5+yrs in writing scripts in Hindi.</p> <p>Demonstrated experience in editing and writing scripts for video films, graphical and banner campaigns for noncommercial/ Govt. products &amp; services</p> <p>Written scripts for of at least 2-3 popular video films or award winning short documentary films/video with more than 50 thousand viewership in Hindi and English</p>   | 01  |

MPSAPS may ask the bidders for the followings during bid evaluation:

- a) Presentation
- b) Interview of the proposed candidates as deemed fit.

## 6. 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. Selected agencies are required to provide/deploy the resources within a period of **30 days from the date of award of work order. If resources are not deployed within the time frame i.e. in 30 days' post signing of contract, then per day of delay in deployment will result in penalty of Rs. 5,000 per resource per day.**
3. If the agency fails to deploy all resources within 60 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 60 days of contract signing.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. Consortium or sub-contracting/Sub-letting is not allowed
10. Rates quoted will be valid for the entire duration of engagement.
11. 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.
12. Direct or indirect canvassing on the part of the Bidder or his representative will lead to disqualification.
13. 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.
14. 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.
15. The Agency shall not abuse the use of the any Govt. Emblems and the MyGov or Mygov.mp logo in any way which may deceive the public to believe unsolicited, unauthorized or unverified content. The

said logos and emblems shall be used only in such manner as to provide credibility to the authentic webpages/applications/ platforms belonging to the MyGov.

16. The Agency shall also monitor the virtual space for any individual or organization which may be operating platforms/ applications/webpages/websites and deceiving the public to believe that they are in anyway associated with the MyGov. Upon discovery of such entity, the Agency shall provide necessary information of such entity to the MyGov for immediate prosecution.
17. The Agency must maintain uniformity while uploading of content on the platforms. Any content which is replaced, renewed or removed from any platform shall be simultaneously modified on the other platforms instantly.
18. 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.
19. Failure to deploy the resources will also lead to encashment of the PBG as per the condition described above.
20. 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.
21. 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.
22. 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.
23. 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.
24. 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.
25. 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.
26. 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.
27. 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
28. Location: The Services shall be performed Bhopal, Madhya Pradesh hereto as the Client may approve.

29. Client/MPSAPS may terminate the RFQ 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
30. 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.
31. 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
32. 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.
33. Termination: The Work Order 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.
34. 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 as required in this RFQ / 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
35. 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
  36. 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-Agency 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.
  37. 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

## **7. Award of Work**

1. Work shall be awarded to the agencies on L-1 (least cost) basis.
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 period of Work Order shall be for 24 months initially. It may be extended for another 12 months based on requirement on the similar terms and conditions
6. The client may increase or decrease the quantities of the resources prior to execution of the contract.

## 8. 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)<br>b) Signed RFQ Document<br>c) Signed RFQ corrigendum/Corrigenda, if any |
| 2.     | Technical Proposal          | As given in section 4.8  |
| 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. MyGov –MP / Client will not accept delivery of bid by fax or e-mail.

## 9. 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 RFQ:

- 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 RFQ.
- 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.

## 10. Proposal Formats

MPSAPS Government of Madhya Pradesh invites the Proposals from in the form of “Request for Quotation (RFQ) for Selection of Agency for Content Management Manpower for MyGov, Madhya Pradesh” through NeGD empaneled agencies". Bidders are required to submit Proposals in the formats as given under

### 10.1. 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 Service**

IIInd Floor, Atal Bihari Bajpayee Institute of Good Governance and Policy Analysis,

Bhadbhada Road, TT Nagar – Bhopal, M.P.

Tel: (0755) -2775227, (0755)–2770926

**Sub: Proposal for Selection of Agency for Implementation of MyGov, 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 MyGov Madhya Pradesh, vide Invitation for RFQ no: ..... dated ....., issued by the *Madhya Pradesh State Agency for Public Services*

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).

**10.2. Form C: Qualification and Experience of all resources to be quoted**

*Bidders are required to provide the profiles of quoted resource/members in the bid to be involved in the assignments as per format given below. Please use separate sheet for each citation.]*

|   |                        |                              |
|---|------------------------|------------------------------|
| 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.]*

### 10.3. Form 2: Financial Proposal submission form

To,

Executive Director  
Madhya Pradesh State Agency for Public Service  
IInd Floor, Atal Bihari Bajpayee Institute of Good Governance and Policy Analysis,  
Bhadbhada Road, TT Nagar – Bhopal, M.P.

Subject: Financial proposal for Selection of Agency for Engaging Manpower for Implementation of MyGov-Madhya Pradesh

Dear Sir,

We, the undersigned, offer our proposal Selection of Agency for Engaging Manpower for Implementation of MyGov-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:

**10.3.1. Financial Bid Format Item**

| <b>Manpower Category</b>                          | <b>Rate per month (A)</b> | <b>Nos (B)</b> | <b>Duration (C)</b> | <b>Total amount (D)<br/>= A*B*C</b> |
|---|---------------------------|----------------|---------------------|-------------------------------------|
| Project Lead                                      |                           | 01             | 24 Months           |                                     |
| Manager – Community engagement                    |                           | 01             | 24 Months           |                                     |
| Asst. Manager – Promotion & PR                    |                           | 01             | 24 Months           |                                     |
| Social Media Analytics Experts                    |                           | 01             | 24 Months           |                                     |
| Video Editors                                     |                           | 01             | 24 Months           |                                     |
| Graphic Design Experts                            |                           | 01             | 24 Months           |                                     |
| Illustrator                                       |                           | 01             | 24 Months           |                                     |
| YouTube Manager                                   |                           | 01             | 24 Months           |                                     |
| Content Writer                                    |                           | 02             | 24 Months           |                                     |
| Script Writer                                     |                           | 01             | 24 Months           |                                     |
| Sub-Total   |                           | 11             |                     |                                     |
| Service Tax (@ <<>> %) as per the applicable rate |                           |                |                     |                                     |
| Grand Total                                       |                           |                |                     |                                     |
| Grand Total amount ( in words)                    |                           |                |                     |                                     |

**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 –**

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

To,

Executive Director  
Madhya Pradesh State Agency for Public Service  
Ind Floor, Atal Bihari Bajpayee Institute of Good Governance and Policy Analysis,  
Bhadbhada Road, TT Nagar – Bhopal, M.P.

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 State Agency for Public Service (MPSAPS), Bhopal, Madhya Pradesh) for and on behalf of MPSAPS (hereinafter called “MPSAPS”) 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 MPSAPS, 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 MPSAPS 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 MPSAPS 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 MPSAPS 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 MPSAPS 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 MPSAPS 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 MPSAPS 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 MPSAPS 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.



### 10.5. Format of Bank Guarantee for Earnest Money Deposit

1. In consideration of Madhya Pradesh State Agency for Public Service (hereinafter called the “MPSAPS”) represented by the Executive Director, MPSAPS, 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 MyGov-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 MPSAPS 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 MPSAPS 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 MPSAPS. We also undertake not to revoke this guarantee during this period except with the previous consent of the MPSAPS 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 MPSAPS to the Bidder on the guarantee for the period of its currency.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2017

For the Bank of \_\_\_\_\_

## 11. Definitions

Unless the context otherwise requires, the following terms whenever used in this RFQ 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 Madhya Pradesh State agency for Public Service/MPSAPS / MyMP Cell Govt. of Madhya Pradesh,
- b) Agency / Service Provider means a legally-established NeGD empaneled firm under Digital Media Category to provide the Services under the signed Contract.
- 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) Empaneled agencies refer to Empaneled agencies by National e-Governance Division (NeGD), Govt. Of India notification No: N-21/14/2016-NeGD.
- h) RFQ / RFQ/ ToR has been used in similar context and essentially means Request for Proposal. “RFQ” means the Request for Proposals to be prepared by the Client for the selection of Agency.
- i) “Services” means the work to be performed by the Agency pursuant to the Contract.
- j) GoMP : Government of Madhya Pradesh
- k) Applicable Law means the laws and any other instruments having the force of law in India for the time being.

## 12. Draft Contract / Agreement

THIS AGREEMENT is made on this the <\_\_\_\_\_> day of <\_\_\_\_\_> 2017 at Bhopal, Madhya Pradesh, India.

BETWEEN

\_\_\_\_\_, India represented by \_\_\_\_\_ (hereinafter referred to as '\_\_\_\_\_', which expression shall, unless excluded by or repugnant to the context, include his successor in office and assignees and delegates) on the one part,

AND

\_\_\_\_\_, a company registered under Companies Act, 1956, having its registered office at \_\_\_\_\_ acting through <\_\_\_\_\_>, authorized through Power of Attorney dated <\_\_\_\_\_> to sign the document (hereinafter referred to as 'Agency' which expression shall, unless excluded by or repugnant to the context, include his successors/ administrators/ assignees) on the second part.

Each of the parties mentioned above are collectively referred to as the 'Parties' and individually as a 'Party'. This is a contract for services, under which the Agency agrees to supply and the Client agrees to engage the Services specified in the Schedule referenced in the RFQ [reference], to be provided by the Service Provider named therein, and on the basis of the Agency's Terms of Business (Agency-Client) for the supply of Services by an Agency for engaging manpower (as attached).

For the avoidance of doubt there is no perpetual contractual relationship between the Service Provider and the Client; the Client has agreed to engage from the Agency the Services, for the purposes of and limited to this Project, and the Agency has agreed to engage the Service Provider to provide the Services.

### RECITALS

WHEREAS

- A. The EMPLOYER, with the ultimate objective of successful implementation of the MYGoV-MP in the State of Madhya Pradesh to bring greater efficiency and provide quality service to public intends to procure the MyGov support services <> (to be called 'services' hereafter) in Madhya Pradesh.
- B. AGENCY has submitted the Technical and Financial bids dated <> in response to the RFQ no released by MPSAPS.
- C. After due Techno-Commercial Evaluation by MPSAPS, the second party has been selected as successful bidder and is to work as Agency for the MPSAPS for the purpose of the tasks defined in the RFQ and this contract.
- D. The AGENCY shall perform all the tasks relating to the 'MYGOV IMPLEMENTATION service' to assist MPSAPS.
- E. Pursuant to the above decision and in consideration of mutual agreements and other valuable consideration, the Parties have agreed as under:

- F. The EMPLOYER has agreed to employ the AGENCY, to provide consulting services on the terms and conditions set forth in the RFQ and below.
- G. AGENCY in pursuance of its proposal undertakes to provide consulting services on the terms and conditions set forth below.

NOW THEREFORE, IN THE TERMS AND CONDITIONS OF THIS INDENTURE AS SET OUT HEREIN UNDER, the Parties have agreed to enter into this Contract to govern the manner in which the AGENCY shall provide consulting services (hereinafter called as “Services”) and define the roles and responsibilities of the EMPLOYER and AGENCY.

NOW THEREFORE the parties hereto hereby agree as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) This document consisting of ... pages;
  - (b) The following Appendixes:
    - Appendix A: Detailed Scope of Services.
    - Appendix B: Deliverables and Timelines for Implementation.
    - Appendix C: Key profiles of Agency to be deployed on project.
    - Appendix D: Key personnel proposed by Agency in the technical proposal in the management of Agency who will be managing and mentoring the deployed resources as set forth in Appendix C.
    - Appendix E: Services, facilities and property and Counter Personnel of employer available to Agency.
    - Appendix F: Engagement Fees.
    - Annexure 1– RFQ document signed and submitted by the Agency along with all other documents total pages <> and Response to pre-bid queries as issued by MPSAPS pages 1 to .....
    - Annexure 2- Bank guarantee as submitted by the Agency for as performance bank guarantee for the entire contract duration.
- 2. The AGENCY hereby confirms and warrants that –
  - (a) It has understood clearly the functions and services which it has to perform and the obligations it has to discharge detailed in the RFQ and this Agreement.
  - (b) While submitting the bid, it has read, understood and accepted all the terms and conditions stated in the RFQ.
  - (c) It has the required skills, technical knowledge, qualified personnel and expertise to carry out its functions and obligations and to provide the services under this Agreement.
  - (d) It possesses the consent of appropriate authorities, licenses, permits and approvals as are necessary for carrying out its functions and obligations under this Agreement.
- 3. The “Employer” hereby confirms that it would allow “Agency” to conduct activities related to the scope of work of ‘MyGov manpower supply services’. The parties hereby agree that the above is the

basic understanding of this Agreement, on the basis of which “Employer” and “Agency” has entered into this Agreement.

4. The mutual rights and obligations of the “Employer” and the Agency shall be as set forth in the Contract, in particular:
  - (a) Agency shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) “Employer” shall make payments to the Agency accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

SIGNING PROVISIONS

On behalf of the Agency by [ ]  
(Authorised Signature)

Title:                      Date:

On behalf of the Client by [ ]  
(Authorised Signature)

Title:                      Date:

## **Terms of Business (Agency–Client) for the supply of Services by a Service Provider**

### **1. Definitions and Preliminary**

1.1 'Contract' means a contract between the Agency and the Client for specific services to be performed by a Service Provider, and comprising (in order of priority) the signature page hereof, a Schedule, any other document expressly referred to therein, and these Terms. A Contract referencing these terms is governed only by these terms and by no others, except where both parties expressly agree in writing. All changes must be agreed in writing.

1.2 Unless otherwise clear from the context, references to 'Client' (other than where contractual obligations are imposed) include any named End-User.

1.3 These terms govern introductions which may be made by the Agency of independent professionals to the Client, with a view to engagements through the Agency for the performance of specified services. These terms also govern engagements for such services. By entering discussions with a person introduced by the Agency, or by allowing the commencement of services, the Client accepts these Terms.

1.4 Any Contract for the performance of specified services is conditional on the Agency contracting unconditionally with the Service Provider for the Services.

1.5 References to Clauses, Sub-Clauses, Paragraphs, Schedules and Annexure are to clauses, sub clauses, paragraphs, schedules and annexure to this Agreement;

1.6 Use of any gender includes the other genders;

1.7 References to a 'company' shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established;

1.8 References to a 'person' shall be construed so as to include any individual, firm, company, government, state or agency of a state, local or municipal authority or government body or any joint venture, association or partnership (whether or not having separate legal personality);

1.9 A reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or reenacted;

1.10 Any reference to a 'day' (including within the phrase 'business day') shall mean a period of 24 hours running from midnight to midnight;

1.11 References to a 'business day' shall be construed as a reference to a day (other than a Holidays) on which Government offices in the State of Madhya Pradesh are generally open for business;

1.12 References to times are to Indian Standard Time;

1.13 Agency means the bidder selected for the project.

1.14 Location: The Services shall be performed primarily at Bhopal and at all such locations throughout MP as may be required to perform assigned tasks, as the "Employer" may require time to time.

1.15 Project manager is a sole Agency's representative who shall also be answerable for all the deeds of the employees, assignees and all such persons who have been give some tasks by the Agency in pursuant to this Contract. Project Manager will be liable to take information, notice or any other instrument on behalf of the Agency. Any notice given to Project manager will be sufficient notice to Agency. Any information submitted by Project manager will be taken to be information submitted by and on behalf of the Agency.

1.16 Expiration of Contract: Unless terminated, this Contract shall expire at the end of completion of all the tasks agreed to be performed by the Agency within 24 months of this contract signing or <> whichever is later unless the Employer extends the contract term.

## **2. Scope of the Project**

The agency shall be required to follow the scope of work as defined in RFQ. In addition to the scope of work, agency will also be required to adhere to the project timelines and submit the required deliverables as defined in RFQ.

## **3. Service Provider /Agency's Responsibilities**

3.1 The Services will be provided by the Service Provider as specified in the Schedule, with reasonable skill and care, and so far as is reasonably practicable within any agreed timescale.

3.1.1 Any further specific details, prioritisation, and time estimates for each piece of work will be as agreed between the Service Provider and the Client from time to time. Progress reports will be provided by the Service Provider to the Client as and when reasonably required.

3.1.2 Any party may request in writing changes to the type and scope of the Services. Any such request must be sufficiently detailed to enable assessment of the effect of the requested change. No change will take effect until and unless agreed in writing and signed by all parties.

3.1.3 There is no obligation on the Client to offer any other work beyond that specified in this Agreement, and no obligation on the Service Provider to accept any other work that may be offered. Save to the extent expressly provided, no party wishes to create or imply any mutuality of obligation between themselves whatsoever either in the course of this contract or between any performance of the services, during any period when work is not available, or during any notice period.

3.2 The Service Provider is engaged as an independent professional, with the ability to take ownership of the assignment, and answerable for key milestones and for deliverables, and responsible for exercising initiative as to the delivery of the Services.

3.3 The Service Provider is responsible for:

3.3.1 maintaining adequate Professional Indemnity, Employer's Liability, and Public Liability insurance of at least the Required Insurance Cover, and for providing evidence thereof on request

3.3.2 providing its own reference materials, administrative support, and equipment where required (other than where use of the Client's equipment is required for reasons of security, because it is specialised, or because the Client's equipment is itself the object of the Services)

3.3.3 devising appropriate working strategies, and determining the method and manner of performance of the Services

3.3.4 providing the Services (as specified in the RFQ) independently, in a professional manner, with all proper skill and care, and in accordance with any applicable professional standards, methodologies, and industry standard practices, and with all notified specifications and procedural requirements for the Project

3.3.5 rectifying at its own cost and in its own time any defective Services notified within the Defect Warranty Period

3.3.6 maintaining and providing any necessary qualifications, authorisations, and training

3.3.7 complying with all notified IT, telecommunications, security, and Health and Safety policies, and with any other relevant legislative requirements reasonably applicable to independent contractors

3.3.8 giving the Client reasonable notice of any periods when Services will not be provided

3.3.9 taking and being accountable for all appropriate decisions in relation to all aspects of the performance of the Services.

3.4 Where a Schedule names any personnel who are to provide the Services, or where the Client has a reasonable expectation that the Services will primarily be provided by a specific individual, the Service Provider is responsible for maintaining reasonable continuity, but nevertheless reserves the right under its contract with the Agency to substitute (and, if so required by the Client on reasonable grounds, will substitute) other personnel of equivalent expertise.

3.4.1 The Client has the right to refuse to accept Services from any personnel on reasonable grounds related to security, qualifications or expertise.

3.4.2 In the event of substitution, no additional charge will be made for any handover period, and the Service Provider remains responsible for defining the scope of (and, if any supervision and direction is required, for providing such supervision and direction of) the Services to be performed by the substitute, and in any event for all Services performed on its behalf.

3.4.3 If the Service Provider fails following a requirement from the Client to provide Services utilising substitute personnel reasonably acceptable to the Client within 10 days of the requirement, client may terminate a Contract by immediate written notice.

#### **4. Client Responsibilities**

4.1 The Client has no responsibility for the Service Provider or any person engaged on the Services, other than (a) as specifically provided for under a Contract, and (b) such responsibilities as are generally owed to the public at large.

4.2 The Client is responsible for:

4.2.1 giving the Service Provider such cooperation, information and access as are reasonably necessary for the proper performance of the Services

4.2.2 informing the Service Provider if on any day the Services are not required.

4.2.3 ensuring that all relevant Health & Safety policies, risks, information and relevant statutory compliance measures are disclosed to the Service Provider

4.2.4 affording the Service Provider reasonable opportunity to rectify at its own cost and in its own time any defective Services notified within the Defect Warranty Period.

#### **5. Copyright and Intellectual Property Rights**

5.1 'Deliverable' means a work produced by the Service Provider in the course of Services for delivery to the Client. It is the Service Provider's responsibility to clarify with the Client whether in the interests of saving time and cost any pre-existing works are to be used in the production of any Deliverable. Where, with the knowledge and consent of the Client, pre-existing works are incorporated in any Deliverable, the Client has non-exclusive irrevocable world-wide royalty free licence to use modify and distribute such pre-existing works, but only as part of the Deliverable; all other rights in the pre-existing works are reserved. Subject thereto, all



rights in any Deliverable will pass to the Client, and it is the Service Provider's responsibility to provide a formal assignment thereof on request by the Client.

5.2 It is the Service Provider's responsibility to indemnify the Client against liability as a result of alleged infringement of third party rights by a Deliverable, provided the Client notifies the Service Provider of any relevant third party rights promptly on such rights becoming known to or suspected by the Client.

5.3 Nothing shall prevent the Service Provider from using techniques, ideas, and other know-how gained during the performance of a Contract in the furtherance of its own business, to the extent that such does not result in disclosure or abuse of confidential information in breach hereof, or any infringement of any Intellectual Property Rights of the Client.

## **6. Confidentiality**

6.1 Each party will keep any confidential information disclosed by the other secret and on termination (or sooner if required) will at the option of the owner thereof return or destroy such confidential information. Neither party may use or take advantage of any such confidential information without the discloser's consent, even after the end of this Agreement.

6.2 This obligation does not apply to

6.2.1 information known to the receiver before disclosure by the other party, and free of any obligation of confidentiality, or

6.2.2 information independently developed or acquired by the receiver, without reference or access to the discloser's confidential information, and free of any obligation of confidentiality, or

6.2.3 information which becomes public knowledge without fault on the part of the receiver, or

6.2.4 disclosures made to the extent required by some applicable legal or regulatory requirement.

6.3 It is the Service Provider's responsibility to provide any reasonable confidentiality agreement required by the Client and consistent with this provision.

## **7. Charges and Payment**

Where the Schedule shows periodic Service Reports are required, a Client authorised representative must authorise by signing (or electronically, where such procedures have been agreed) Service Reports every Invoicing Period. If the Client has any cause for dissatisfaction with performance of the Services it must note the relevant Service Report accordingly, and promptly provide any requested further details. The Client is under no obligation to make payment in respect of Services with which the Client has notified in writing reasonable grounds for dissatisfaction, until the cause for dissatisfaction is rectified. Subject thereto, the Agency may invoice on the basis of authorised Service Reports.

## **8. Change of Control**

a) In the event of a change of control of the agency during the Term, the agency shall promptly notify client and/or its nominated agencies of the same.

b) In the event that the net worth of the surviving entity is less than that of agency's prior to the change of control, the client or its nominated agencies may within 30 days of becoming aware of such change in control, require are placement of existing Performance Guarantee furnished by the agency from a guarantor acceptable to the client or its nominated agencies (which shall not be agency or any of its associated entities).

- c) If such a guarantee is not furnished within 30 days of the client or its nominated agencies requiring the replacement, the client may exercise its right to terminate the SLA and/ or this Agreement within a further 30 days by written notice, to become effective as specified in such notice.
- d) Pursuant to termination, the effects of termination as set out in Clause 8 of this Agreement shall follow.
- e) For the avoidance of doubt, it is expressly clarified that the internal reorganization of the agency shall not be deemed an event of a change of control for purposes of this Clause unless the surviving entity is of less net worth than the predecessor entity.

## 9. Termination

### 9.1. Material Breach

- a) In the event that either Party believes that the other Party is in Material Breach of its obligations under this Agreement, such aggrieved Party may terminate this Agreement upon giving a one month's notice for curing the Material Breach to the other Party. In case the Material Breach continues, after the notice period, the Client as the case may be will have the option to terminate the Agreement. Any notice served pursuant to this Clause shall give reasonable details of the Material Breach.
- b) The Client may by giving a one month's written notice, terminate this Agreement if a change of control of the Agency has taken place.
- c) In the event that Agency undergoes such a change of control, client may, as an alternative to termination, require full Performance Guarantee forth obligations of Agency by a guarantor acceptable to Client or its nominated agencies. If such a guarantee is not furnished within 30 days of Client's demand, the Client may exercise its right to terminate this Agreement in accordance with this Clause by giving 15 days further written notice to the Agency.

d) **The termination provisions set out in this Clause shall apply mutatis mutandis to the SLA.**

### 9.2. Effects of termination

- a) In the event that client terminates this Agreement pursuant to failure on the part of the agency to comply with the conditions as contained in this Clause and depending on the event of default, Performance Guarantee furnished by agency may be forfeited.
- b) Upon termination of this Agreement, the Parties will comply with the Exit Management Schedule of this Agreement.
- c) In the event that client or the agency terminates this Agreement, the compensation will be decided in accordance with the Terms of Payment Schedule set out in the RFQ.
- d) On termination of this Agreement for any reason, the client will decide the appropriate course of action.

### 9.3. Termination of this Agreement due to bankruptcy of Agency

The client may serve written notice on agency at any time to terminate this Agreement with immediate effect in the event that:

- a) The agency reporting an apprehension of bankruptcy to the client or its nominated agencies;
- b) Client or its nominated agencies apprehending a similar event.

## 10. Liability

10.1 The Agency will take reasonable care in selection for any particular engagement, and the Agency has no reason to believe any information presented to the Client to be untrue. The parties agree that the Client's own knowledge of its requirements is greater, and that it is therefore the Client's sole responsibility to satisfy itself as to skills and suitability of the Service Provider. By allowing the commencement of services the Client acknowledges that it has satisfied itself as to such skills and suitability.

10.2 The Client acknowledges and agrees that the Service Provider is engaged to perform the Services as specified in the Schedule as an independent professional, and that neither the Service Provider nor any person engaged on the provision of services is under the control of the Agency; and therefore that the Agency is not itself liable for any wrongful negligent or unlawful acts defaults or omissions of the Service Provider or any such person whilst performing the Services.

10.3 Neither party enters a Contract on the basis of or relying on any representation, warranty or other provision except as expressly provided in writing, and all other terms implied by statute or common law are excluded so far as legally permitted. Liability or remedy for innocent or negligent (but not fraudulent) misrepresentation is excluded.

10.4 Liability is neither excluded nor limited for death, personal injury, fraud, repudiatory breach, or otherwise where it is not lawful to do so. Subject thereto,

10.4.1 liability for consequential loss or damage of any kind or for loss of profit, business, revenue, goodwill or anticipated savings is expressly excluded

10.4.2 the total liability of the Service Provider and any person providing Services on its behalf in respect of a risk required by a Contract to be insured is limited to the amount of the Required Insurance Cover in respect of that risk

10.4.3 these limitation and exclusion provisions shall operate for the benefit of all potentially liable persons.

## **11. Employment obligations and third party rights**

11.1 The relationship governed by a Contract is neither that of agent-principal, nor that of employer-employee; no person providing Services will be the employee of the Client.

11.2 The Agency will keep the Client indemnified in respect of any legitimate claim or demand made by the proper authorities for all taxes, national insurance or social security contributions, in relation to payments made for the services performed by the Service Provider.

11.3 The Client shall not seek to exercise the rights of an employer towards any person providing Services, nor shall it integrate or expect or require any such person to integrate into its business organisation or employed workforce. Subject thereto, the Agency will keep the Client indemnified against any claims that may be made by any person providing Services under employment-related legislation.

11.4 The terms of the Agency's contract with the Service Provider expressly provide for the Client (but not an End-User) to have the benefit of the Service Provider's commitments therein and (where appropriate) to take legal action directly against the Service Provider. Any agreement between the Agency and the Service Provider to rescind or vary a Contract in a way which affects the Client's rights is therefore conditional on the Client's consent.

11.5 The Agency confirms (a) that a contract in these terms accurately reflects all provisions in the Agency's contract with the Service Provider and which are intended to be binding on the Client, and (b) that no provision in the Agency's contract with the Service Provider will be inconsistent with the intended relationship

(as expressed in this contract) between the Service Provider and the Client. Any differences between this contract and the terms of the Agency's contract with the Service Provider represent commercial risk and benefit accepted by the Agency, and not additional terms intended to be binding on the Client.

## **12. Data Protection**

12.1 The parties mutually acknowledge their respective responsibilities (a) to comply with the provisions of the Data Protection Act 1998 in relation to Personal Data, and (b) to use Personal Data provided by the other so far as necessary for the proper performance of this contract, but not further or otherwise.

12.2 Where a party Processes Personal Data in connection with this Agreement, that party shall:

12.2.1 where the other party or the Service Provider is the Data Controller in relation to such Personal Data, act only on instructions from that other party or the Service Provider (as the case may be); and

12.2.2 where that party is the Data Controller in relation to such Personal Data, comply with the provisions of the DPA, including (without limitation) its obligations to take appropriate technical and organisational measures against unauthorised or unlawful Processing of such Personal Data and against accidental loss or destruction of, or damage to, such Personal Data.

12.3 For the purposes of this clause, the terms "Data Controller", "Data Processor", "Personal Data" and "Process" shall have the meanings given to them in the Data Protection Act 1998 ("DPA").

## **13. Bribery and Corruption**

13.1 The parties shall each shall comply with all applicable legal requirements relating to bribery and corruption.

13.2 The Service Provider has agreed to comply with any Client policies relating to bribery and corruption that may be disclosed to the Service Provider, as though such policies applied to and had been adopted by the Service Provider.

## **14. General**

14.1 Force majeure: If a party is obstructed in performing any of its obligations by an event outside its reasonable control, then performance to the extent obstructed is suspended for so long as the obstruction continues. Whilst performance has been suspended for more than 10 days, either party may terminate the Contract by immediate written notice.

14.2 Waiver: Failure to enforce any of these terms is not a waiver of a party's rights and shall not prejudice its rights to take action in respect of the same or any later breach.

14.3 Severability: Any part of a Term which is wholly or partially void, invalid, or unenforceable shall be severed from the remainder (which remains enforceable).

14.4 Notices: Any notice to be given by either party to the other shall be in writing, may be sent by recorded delivery, and shall be deemed served 2 days after posting.

14.5 Law: These terms are governed by the laws of State of Madhya Pradesh, whose courts shall have sole jurisdiction in relation to all matters arising.

## **15. Subcontracting**

Subcontracting is not allowed under this contract.

## 16. Implementation Schedule

As set out in the Request for Quotation (RFQ).

## 17. Limitation of Liability

- a) Agency's aggregate liability for actual direct damages shall be capped at 100% of the value of the Contract provided that this limit shall not apply to 1) the bodily injury (including death) and damage to real property and tangible personal property caused by Agency's negligence and/or 2) the intellectual property infringement claims.
- b) Agency shall not in any event be liable for any indirect or consequential damages, or for loss of profit, business, revenue, goodwill, anticipated savings or Data, or third party claims except with respect to bodily injury (including death) and damage to real and tangible personal property.
- c) Neither this Contract nor the services delivered by agency under this Contract grants or creates any rights, benefits, claims, obligations or causes of action in, to or on behalf of any person or entity (including any third party) other than between the respective Parties to this Contract, as the case may be.
- d) Title and Risk of Loss. Agency shall bear the risk of loss on Project Assets; up to the time they are transferred and handed over to the BUYER - after which it shall stand transferred to the BUYER. Agency shall arrange and pay for insurance to cover such item until it is transferred and even after the transfer of the Project Assets till the insurance policies come up for a renewal.

## 18. Dispute Resolution

- a) Any dispute arising out of or in connection with this Agreement or the SLA shall in the first instance be dealt with in accordance with the escalation to competent authority.
- b) Any dispute or difference whatsoever arising between the parties to this Contract out of or relating to the construction, meaning, scope, operation or effect of this Contract or the validity of the breach thereof shall be referred to a sole Arbitrator to be appointed by client only. If the agency cannot agree on the appointment of the Arbitrator within a period of one month from the notification by one party to the other of existence of such dispute, then the ultimate Arbitrator shall be designated authority by SAPS. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof. The Arbitration proceedings will be held at Bhopal, India.
- c) Any legal dispute will come under Bhopal (Madhya Pradesh) jurisdiction

20. This Contract along with the RFQ document, pre bid query response, bid papers and presentation & undertakings made by the Agency during the selection process, contain all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth therein

## 21. Modifications or Variations

- a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- b) In cases of substantial modifications or variations, the prior written consent of the Employer is required.

## 22. Force Majeure

### Definition

- (a) For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent) or confiscation by Government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Sub-Agencys or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
- (d) The Force majeure conditions shall also apply to the period of the extension of contract. Neither Agency nor Employer will be in breach of the Agreement if any total or partial failure by it of its duties and obligations is occasioned by sudden or unplanned events, beyond either Party’s control, disrupting common life e.g. earthquake, unprecedented rains, major traffic disruption, power or internet outage, fire, terrorist attacks, riots, elections or political processions or strikes and other acts of God. If such reasons continue to prevent performance of either Party’s obligations for a period of more than five (5) working days, the Parties shall mutually decide a way forward. This will be applicable for the period of extension of contract.

### No Breach of Contract

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative



measures, all with the objective of carrying out the terms and conditions of this Contract and has informed the other Party as soon as possible about the occurrence of such an event.

Measures to be taken

- (a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- (c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- (d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Agency, upon instructions by the “Employer”, shall either: (i) demobilize; or (ii) continue with the Services to the extent possible, in which case the Agency shall continue to be paid under the terms of this Contract.
- (e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according

**23. Suspension :** Unless otherwise provide in RFQ, the “Employer” 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 ten (10) days after receipt by the Agency of such notice of suspension.

**24. Termination By the “Employer”**

Unless otherwise provided in RFQ, the “Employer” may terminate this Contract in case of the occurrence of any of the events specified in this Clause.

- I. If the Agency fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension, within such further period as the “Employer” may have subsequently approved or given in writing.
- II. If the Agency becomes insolvent or go into liquidation or receivership whether compulsory or voluntary.
- III. If in the firm / legal entity of the Agency, changes of such nature or dimensions have taken place which in the opinion of Employer are adversely affecting the performance of the Contract or new dispensation is not taking due care of the performance of the Contact or is not addressing the concerns

of Employer regarding the quality and speed of the work or resources employed or resources are withdrawn unilaterally or deployed elsewhere.

- IV. If the Agency fails to comply with any final decision reached as a result of arbitration proceedings.
- V. If the Agency, in the judgment of the “Employer”, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- VI. If the Agency submits to the “Employer” a false statement which has a material effect on the rights, obligations or interests of the “Employer”.
- VII. If the Agency fails to provide the quality services as envisaged under this agreement in the judgment of the Competent, the reasons for which shall be recorded in writing. The Competent Authority may decide to give one chance to the Agency to improve the quality of the services.
- VIII. 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 15 (fifteen) days.
- IX. If the “Employer”, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- X. Employer reserves the right to terminate the agreement with the selected Agency or reduce the project cost at any stage of the project if the personnel proposed to be deployed full-time on this engagement are not actually working on this assignment on a full-time basis as proposed by Agency.
- XI. If the Agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.
- XII. 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 as required in this RFQ / 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 as deemed by the ED – SAPS prior to the effective date of termination

## **25. Agency's Actions requiring "Employer's Prior Approval"**

The Agency shall obtain the "Employer's prior approval in writing before taking any of the following actions:

- (a) Any change or withdrawal to the Personnel listed as part of the contract.
- (b) Assignments: the Agency may assign work relating to the Services to the extent and with such experts and entities, not necessarily on the roll of Agency but in the opinion of Agency required to better perform the tasks after approval in advance by the "Employer".

Notwithstanding such approval, the Agency shall always retain full responsibility for the Services. In the event that any assignees are found by the "Employer" to be incompetent or incapable or undesirable in discharging assigned duties, the "Employer" may instruct the Agency to provide a replacement, with qualifications and experience acceptable to the "Employer", or to resume the performance of the Services itself.

**26. Reporting Obligations :** The Agency shall submit to the "Employer" the deliverables and documents as required time to time from the employer, in the form, in the numbers and within the time periods set forth. All the reports shall also be delivered on CD ROM (.pdf and .doc and .docx formats) in addition to the hard copies

## **27. Description and approval of Personnel deployed**

- (a) The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Agency's Personnel are as per the Agency's proposal and agreed and approved by the Employer
- (b) If additional work is required beyond the scope of the Services specified in the RFQ document and Appendix A, the estimated periods of engagement of Personnel may be increased by agreement in writing between the "Employer" and the "Agency".

## **28. Removal and/ or Replacement of Personnel**

- a) Except as the "Employer" may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Agency, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Agency shall forthwith provide as a replacement a person of equivalent or better qualifications.
- b) If the "Employer" (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Agency may, at the "Employer's" written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the "Employer".
- c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Agency may wish to claim as a result of such replacement, shall be subject to the prior written approval by the "Employer". The rate of remuneration applicable to a person proposed to be taken on replacement will be the rate of remuneration paid to the person being replaced. The Agency shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

## **29. Terms of Payments**

The payments in respect of the Services shall be made as follows:

- (a) The Agency shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released as per milestones achieved and as per the specified percentage.
- (b) Once the milestone is completed, the Agency shall submit the requisite deliverables as specified in this agreement. The Employer shall release the requisite payment upon acceptance of the deliverables.
- (c) Final Payment: The final payment shall be made only after the final report and a final statement, identified as such, is submitted by the Agency and approved as satisfactory by the "Employer". The Services shall be deemed completed and finally accepted by the "Employer" and the final report and final statement shall be deemed approved by the "Employer" as satisfactory within thirty (30) days

after receipt of the final report and final statement by the “Employer” unless the “Employer”, within such thirty (30) day period, gives written notice to the Agency specifying in detail deficiencies in the Services, the final report or final statement. The Agency shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the “Employer” has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Agency to the “Employer” within thirty (30) days after receipt by the Agency of notice thereof. Any such claim by the “Employer” for reimbursement must be made within twelve (12) calendar months after receipt by the “Employer” of a final report and a final statement approved by the “Employer” in accordance with the above.

- (d) For the purpose of payment, ‘acceptance’ means the acceptance of the deliverables by the Employer after submission by the Agency and the Agency has made presentation to the Employer with / without modifications to be communicated in writing by the Employer to the Agency.
- (e) If the deliverables submitted by the Agency are not acceptable to the Employer, reasons for such non-acceptance should be recorded in writing; the Employer shall not release the payment due to the Agency. This is without prejudice to the Employer’s right to levy any liquidated damages under relevant Clause of this agreement. In such case, the payment will be released to the Agency only after it re-submits the deliverable and which is accepted by the Employer.
- (f) All payments under this Contract shall be made to the bank accounts of the Agency in Indian Rupees
- (g) With the exception of the final payment under (c) above, payments do not constitute acceptance of the Services nor relieve the Agency of any obligations hereunder, unless the acceptance has been communicated by the Employer to the Agency in writing and the Agency has made necessary changes as per the comments / suggestions of the Employer communicated to the Agency.
- (h) In case of early termination of the agreement, the payment shall be made to the Agency as mentioned here on the basis of work done from the previous milestone, for which the payment is made or to be made till the date of the termination. The Agency shall provide the details of persons worked during this period. Based on such details, the remuneration shall be calculated based on the man month rate as specified. Wherever such an assessment is difficult, the rates should be arrived at by calculating the amount on pro-rata basis.

### **30. Payment**

The fees to be paid to Agency shall be as per Milestone Linked Payment Plan. The Payment Milestones are vis-a-vis the Deliverable Milestone as defined in the RFQ.

1. Payment shall be released on acceptance of Deliverables by the Employer for the corresponding phase.

2. Turnaround time for documents submitted to the Agency for review will be 20 days from the date of receipt by the Employer. In case of delay which is attributable to the Agency, a penalty on the deliverable payment amount will be levied.
3. The deliverables will be submitted to the ED-SAPS, MP for acceptance and approval.
4. All the payments, will be made within 30 days of acceptance of deliverables for the corresponding phase.
5. Employer is authorised to deduct taxes, duties, charge, surcharge, surtax or any other government payable amount including TDS on Income Tax / Corporate Tax, VAT, Service tax as may be mandated by any law for the time in force.
6. All the payment shall be credited in to bank account no.....Branch name..... bank name..... IFSC code no. MICR no.... (Specimen sample cancelled cheque copy attached) of the Agency.

### 31. Miscellaneous Provisions

- Any failure or delay on the part of Employer to exercise right or power under this Contract shall not operate as waiver thereof.
- The Agency shall notify the Employer of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.
- Each member/constituent of the Agency shall be jointly and severally liable to and responsible for all obligations towards the Employer/Government for performance of works/services including that of its Associates/Sub Contractors under the Contract.
- The Agency shall at all times indemnify and keep indemnified the Employer/Government of MP against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.
- The Agency shall at all times indemnify and keep indemnified the Employer/Government against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Agency's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Agency.
- The Agency shall at all times indemnify and keep indemnified the Employer/Government of India against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Contractor, in respect of wages, salaries, remuneration, compensation or the like.
- All claims regarding indemnity shall survive the termination or expiry of the Contract.
- It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the Agency for any engagement, service or employment in any capacity in any office or establishment of the Government of MP or the Employer.

32. Expiration of Contract : Unless terminated or suspended, this Contract shall expire on <.....>

33. **Liquidation Damages:** In case of delay in rendering the services to be provided within the prescribed period in the Work Order, liquidated damages will be charged subject to a ceiling of the amount equivalent to the PBG submitted by vendor. Recoveries of liquidated damages shall be made from Vendor's PBG

available with the Nodal Agency. The parties hereby agrees that if due to negligence of act of the Agency, the Employer suffers losses, damages the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and Consultant agrees to pay such liquidated damages, as defined hereunder as per the provisions of this contract.

The liquidated damages shall be applicable under following circumstances:

- a) If the deliverables are not submitted as per schedule the Agency shall be liable to pay 1% of the total cost of the services for delay of each week or part thereof.
- b) If the deliverables are not acceptable to the Employer, and defects are not rectified to the satisfaction of the Employer within 30 days of the receipt of the notice, the Agency shall be liable for Liquidated Damages for an amount equal to [ 1 ]% of total cost of the services for every week or part thereof for the delay.

**34.** Guidelines as released by NeGD and the terms and conditions regarding NEGD empanelment shall remain into effect. However, in case of any dispute between such guidelines/ terms and conditions, the provision of this contract shall prevail.

### **35. Exit Management**

This Schedule sets out the provisions, which will apply on expiry or termination of the this Agreement. In the case of termination of the Project, the Parties shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule

#### **During the exit management period**

- a) The Agency will allow the CLIENT or its nominated agency access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable the CLIENT to assess the existing services being delivered;
- b) Promptly on reasonable request by the CLIENT, the Agency shall provide access to and copies of all information held or controlled by them which they have prepared or maintained in accordance with this agreement relating to any material aspect of the services. The CLIENT shall be entitled to copy of all such information. Such information shall include details pertaining to the services rendered and other performance data. The Agency shall permit the CLIENT or its nominated agencies to have reasonable access to its employees and facilities as reasonably required to understand the methods of delivery of the services employed by the Agency and to assist appropriate knowledge transfer.

#### **Confidential Information, Security and Data**

- a) The Agency will promptly on the commencement of the exit management period supply to the CLIENT or its nominated agency the following:
  - i. Information relating to the current services rendered and customer and performance data relating to the performance in relation to the services;

- ii. Documentation relating to Project's Intellectual Property Rights;
  - iii. Documentation;
  - iv. All current and updated data as is reasonably required for purposes of CLIENT or its nominated agencies transitioning the services to its Replacement Agency in a readily available format nominated by the CLIENT, or its nominated agency;
  - v. All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable CLIENT or its nominated agencies, or its Replacement Agency to carry out due diligence in order to transition the provision of the Services to CLIENT or its nominated agencies, or its Replacement Agency (as the case may be).
- b) Before the expiry of the exit management period, the Agency shall deliver to the CLIENT or its nominated agency all new or up-dated materials from the categories set out in Schedule above and shall not retain any copies thereof, except that the Agency shall be permitted to retain one copy of such materials for archival purposes only.
- c) Before the expiry of the exit management period, unless otherwise provided under the Agreement, the CLIENT or its nominated agency shall deliver to the Agency all forms of Agency confidential information, which is in the possession or control of Client or its nominated agency.

### **General Obligations of the Agency under Exit Management**

- a) The Agency shall provide all such information as may reasonably be necessary to effect as seamless a handover as practicable in the circumstances to the CLIENT or its nominated agency or its Replacement Agency and which the Agency has in its possession or control at any time during the exit management period.
- b) For the purposes of this Schedule, anything in the possession or control of any Agency, associated entity, is deemed to be in the possession or control of the Agency.
- c) The Agency shall commit adequate resources to comply with its obligations under this Exit Management Schedule.

### **Exit Management Plan**

- a) The Agency shall provide the CLIENT or its nominated agency with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the Agreement as a whole and in relation to the Project Implementation, and the Operation and Management SLA.
  - i. A detailed program of the transfer process that could be used in conjunction with a Replacement Agency including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;
  - ii. plans for the communication with such of the Agency's sub contractors, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on the CLIENT's operations as a result of undertaking the transfer;



- iii. (if applicable) proposed arrangements for the segregation of the Agency's networks from the networks employed by CLIENT and identification of specific security tasks necessary at termination;
  - iv. Plans for provision of contingent support to CLIENT and Replacement Agency for a reasonable period after transfer.
- b) The Agency shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date.
  - c) Each Exit Management Plan shall be presented by the Agency to and approved by the CLIENT or its nominated agencies.
  - d) The terms of payment as stated in the Terms of Payment Schedule includes the costs of the Agency complying with its obligations under this Schedule.
  - e) In the event of termination or expiry of Agreement, and Project Implementation, each Party shall comply with the Exit Management Plan.
  - f) During the exit management period, the Agency shall use its best efforts to deliver the services.
  - g) Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule.
  - h) This Exit Management plan shall be furnished in writing to the CLIENT or its nominated agencies within 90 days from the Effective Date of this Agreement.

**36. Appendix to the contract document**

- Appendix A: Detailed Scope of Services.
- Appendix B: Deliverables and Timelines for Implementation.
- Appendix C: Key profiles of Agency to be deployed on project.
- Appendix D: Key personnel proposed by Agency in the technical proposal in the management of Agency who will be managing and mentoring the deployed resources as set forth in Appendix C.
- Appendix E: Services, facilities and property and Counter Personnel of employer available to Agency's.
- Appendix F: Engagement Fees.
- Annexure 1– RFQ document signed and submitted by the Agency along with all other documents total pages ..... and Response to pre-bid queries as issued by MPSAPS pages 1 to .....
- Annexure 2- Bank guarantee as submitted by the Agency for security Deposit amount