Sr.	Security Areas	Specifications
		• Ensure to protect documents by assigning security parameters and criteria in order to provide more effective protection for an electronic document in order to maintain Confidentiality, Authorization, Accountability, Integrity, Authenticity and Non-repudiation.
7.	**Session Management**	• The system should limit to only one session per user or process ID. • The system should put a limit on the maximum time length of an idle session, which should ensure that automatic session termination takes place after expiry of the specific time length.
8.	**Data Warehouse Security**	• Users must not have access to the data warehouse prompt of the application. Access to the data warehouse prompt must be restricted only to the database administrator. • "Super user" rights for the data warehouse must only be given to the administrator and the activities of these accounts must be properly logged.
9.	**Application Deployment**	• All unused ports should be blocked at server machines. • The application server should be segregated from internet zone through firewall or other filtering mechanism.
10	**Information Security Governance**	• The employees working on the project should be made aware of his or her responsibilities with respect to Information Privacy and Information Security. • Employees working on the project shall undergo security awareness training during induction.
11	**Storage Equipment**	• All information storage media (e.g. hard disks, magnetic tapes, CD ROMs etc.) should be physically secured.

Sr.	Security Areas	Specifications
		• Physical access to magnetic tape, disk, CD libraries etc. should be restricted to authorized personnel.
12	Computing Environment	• All workstation hardware and associated peripheral equipment at MPRDC premises should be marked with a unique asset identification code. The asset identification code should follow a defined naming convention that would uniquely and appropriately identify the asset. • USB ports should be disabled on specified desktops / laptops at Client site premises, so as to prevent use of pen drives, external disk drives etc. • IT assets inventory must contain criticality of hardware in levels of importance (Confidentiality, Integrity and Availability).
13	Email Security	• Email must have protection from inbound and outbound email threats. It should report compliance violations by scanning all inbound and outbound email content and attachments for sensitive data, real-time protection from spam, phishing, viruses, spoofing, zombies, directory harvest (DHA), Denial of Service (DoS) and other attacks.
14	Virus Control	• Latest version of anti-virus should be installed on workstations and servers at MPRDC premises. • The anti-virus software should run on network file servers on a regular basis (preferably daily).
15	Compliance to Security Standards	• Software/Hardware system should be in compliance with <ISO/IEC 27001:2015>.

10 Acceptance Testing and Certification

1. The primary goal of Acceptance Testing and Certification is to ensure that the Project (including all the project components as discussed in the scope of work) meets

requirements, standards, specifications and performance, by ensuring that the following are associated with clear, quantifiable metrics for accountability:

- Functional requirements

- Localisation Compliance Review

- Infrastructure (Hardware and Network) Compliance Review

- Availability of the project Services in the defined locations

- Performance

- Security

- Manageability

- SLA Reporting System

- Project Documentation (Design, development, configuration, training and administration manuals etc)

- Data Quality Review

2. As part of Acceptance testing, performed with support of a third party agency, MPRDC and MPPWD shall review all aspects of project development and implementation including the processes relating to the design of solution architecture, design of systems and sub- systems, coding, testing, business process description, documentation, version control, change management, security, service oriented architecture, performance in relation to defined requirements, interoperability, scalability, availability and compliance with all the technical and functional requirements of the RFP and the agreement.

3. The procedures and parameters for testing will be laid down by the MPRDC. Third Party Agency will be engaged to support this process. A Technical Committee shall also be constituted to evaluate the deliverables and make necessary recommendations to the authority. The solution deployed by IA must satisfy the Technical Committee during acceptance testing, upon which the system shall go-live, subject to the approval the Authority.

4. Technical Committee shall establish appropriate processes for notifying the IA of any shortcomings from defined requirements at the earliest instance after noticing the same to enable IA to take corrective action. All gaps identified shall be addressed by the IA immediately prior to Go-live of the solution. It is the responsibility of the IA to take any corrective action required to remove all shortcomings, before the roll out of the project.

5. It is to be noted that the involvement of the third party agency to support acceptance testing and certification process, does not absolve the IA of his responsibilities to meet all SLAs as laid out in this RFP document. It is also to be noted that MPPWD may get the

solution audited through a Third Party before Go-Live and periodically after Go-Live in order to ensure the success of the project. Such third-party agency for carrying out the acceptance testing and certification of the entire solution will be nominated by the MPRDC.

6. Following discusses the acceptance criteria to be adopted for the project as mentioned above. The list below is indicative and the activities will include but not be limited to the following:

10.1 FUNCTIONAL REQUIREMENTS REVIEW

The solution developed/customized by IA shall be reviewed and verified by the Committee against the Functional Requirements signed-off between the Purchaser and the IA. All gaps, identified shall be addressed by IA immediately prior to Go-live of the solution. One of the key inputs for this testing shall be the traceability matrix to be developed by IA for the solution. Apart from Traceability Matrix, the Committee may develop its own testing plans for validation of compliance of system against the defined requirements. The acceptance testing w.r.t. the functional requirements shall be performed by the committee with the select internal department users (User Acceptance Testing) and system has to satisfy both the committee and internal users, upon which the system shall be recommended for go-live. For conducting the User Acceptance Testing, MPPWD shall identify the employees from respective divisions, who shall be responsible for day-to-day operations of the functions automated through the project. The system, during the functional requirements review, shall necessarily satisfy the user acceptance testing process.

10.2 LOCALISATION COMPLIANCE REVIEW

The Committee shall perform the Localisation Compliance Review to verify the Application Multilingual Architecture Design with Input/Saved/Output Data as per Localisation guidelines, i.e. UNICODE 6.0 standard.

10.3 INFRASTRUCTURE COMPLIANCE REVIEW

1. The Committee shall perform the Infrastructure Compliance Review to verify the conformity of the Infrastructure (both IT, non-IT as well as Network infrastructure) supplied by the IA against the requirements and specifications provided in the RFP and/or as proposed in the proposal submitted by the IA. Compliance review shall not absolve IA from ensuring that proposed infrastructure meets the SLA requirements.

2. Solution provided by the IA should be as specified in RFP or better without any cost escalation subject to following restrictions:

a. Solution should meet all functionalities listed in the RFP.

b. OEM must provide a representation that the new product is a newer version of the proposed product.

c. Software version should be as specified or newer version.

10.4 SECURITY REVIEW

The software developed/customized shall be audited by the committee from a security and controls perspective. Following are the broad activities to be performed by the Committee as part of Security Review. The security review shall subject the solution to the following activities.

-   Audit of Network, Server and Application security mechanisms

-   Assessment of authentication mechanism provided in the application /components/modules

-   Assessment of data encryption mechanisms implemented for the solution

-   Assessment of data access privileges, retention periods and archival mechanisms

-   Server and Application security features incorporated etc

-   Application Security mechanisms should be accessed in compliance with the IT Act

-   2000,2008 Amendment and IT rules 2011, such that it maintains data/information Integrity, Confidentiality, Non-repudiation

-   Audit of Security mechanisms so that they are in compliance with the latest Guidelines by

-   Controller of Certifying authority (CCA),IT Act, ISO27001.

-   Gap assessment of certain controls like say ISO 27001 and section 43, 47, 66, 69, 79, 84 and 87 of IT ACT amendment 2008 and decide how the sensitive data from a data centric stand point is to be protected.

10.5 PERFORMANCE

Performance is another key requirement for the project and the Committee shall review the performance of the deployed solution against certain key parameters defined in SLA. Such parameters include request-response time, work-flow processing time, concurrent sessions supported by the system etc, Disaster Recovery drill etc. The performance review also includes verification of scalability provisioned in the solution for catering to the project requirements.

10.6 AVAILABILITY

The solution should be designed to remove all single point failures. Appropriate redundancy shall be built into all the critical components to provide the ability to recover from failures. The Committee shall perform various tests including network, server, security, DC/DR fail-over tests to verify the availability of the services in case of component/location failures. The Committee shall also verify the availability of the project services to all the users in the defined locations.

10.7 MANAGEABILITY REVIEW

The Committee shall verify the manageability of the solution and its supporting infrastructure deployed by the IA. The manageability requirements include requirements such as remote monitoring, administration, configuration, inventory management, fault identification etc.

10.8 SLA REPORTING SYSTEM

The IA shall design, implement/customize the applications and tools required to monitor the performance indicators listed as per the SLAs mentioned the RFP. The Acceptance Testing and Certification Committee shall verify the accuracy and completeness of the information captured by the SLA monitoring system implemented by IA and shall certify the same. The monitoring system deployed for the project, based on SLAs, shall be configured by the IA to calculate the payment to be paid by the department after deducting the necessary penalties.

10.9 PROJECT DOCUMENTATION

MPRDC may engage Third Party agency for review the project documents developed by the IA including requirements, design, source code, installation, training and administration manuals, version control etc. Any issues/gaps identified by third party, in any of the above areas, shall be addressed to the complete satisfaction of the MPRDC.

10.10 DATA QUALITY

The Committee shall perform the Data Quality Assessment for the Data digitized and migrated by IA to the new system. The errors/gaps identified during the Data Quality Assessment shall be addressed by IA before moving the data into production environment, which is a key milestone for Go-live of the solution.

10.11 COMPLETE SYSTEM ACCEPTANCE

1. At the end of the system acceptance period, MPRDC will acknowledge complete system acceptance in writing to the IA upon completion of the following:

    a. Sign off from the competent authority of MPRDC after completion of project activities like installation of software, data entry, data migration, data scanning, training, etc.

    b. All required activities as defined in the bid document including all changes agreed by MPRDC and MPPWD are delivered by the Implementation Agency and accepted by MPRDC.

    c. All required system functionality as defined in the bid document including all changes agreed by MPRDC and MPPWD and delivered by the Implementation Agency and accepted by MPRDC.

    d. All required documentation as defined in this bid document including all changes agreed by MPRDC and MPPWD and delivered by the Implementation Agency and accepted by MPRDC.

    e. All required training as defined in this bid document including all changes agreed by MPRDC and MPPWD and delivered by the Implementation Agency and accepted by MPRDC.

    f. All identified shortcomings/defects in the systems have been addressed to complete satisfaction of MPRDC and MPPWD.

    g. Certification by a third party testing agency if appointed by MPRDC.

2. In order to accept the system, MPRDC must be satisfied that all of the work has been completed and delivered with complete satisfaction and that all aspects of the system perform acceptably.

3. The functional/logical acceptance of the system will only be certified when the proposed system is installed and configured according to the design and that all the detailed procedures of operating them have been carried out by the Implementation Agency in the presence of MPRDC Staff.

10.12 AUDIT & CERTIFICATION

1. MPRDC may undertake an exercise of Audit and Certification of the system through STQC, as soon as the IA declares the completion of system implementation. The following methodology will be adopted by the IA:

1.1. MPRDC shall nominate STQC for conducting audit and certification, upon intimation by the IA that the system implementation is complete. MPRDC will bear the cost of STQC certification and payment will directly be made to STQC by MPRDC.

1.2. The system shall also be audited through a CERT-in enrolled agency for security compliances and standards. This security audit is essential for application hosting on Cloud infrastructure provided by State Data Centre. Cost of security audit will be borne by IA.

1.3. The agencies nominated by MPRDC shall establish appropriate processes for notifying the IA of any deviations from the norms, standards or guidelines at the earliest instance, after noticing the same, to enable the IA to take corrective action.

1.4. IA shall extend all support to MPRDC nominated Third Party Audit Agency (TPAA) for all the activities related to audit and certification.

1.5. All changes suggested by the audit agency shall be implemented by the IA upon acceptance and approval by the MPRDC.

1.6. Third Party Auditor will issue certificate and on basis of same, MPRDC will issue completion certificate to IA.

11 Data Digitization and Migration

1. Data Digitization in the context of this RFP, refers to data entry, validation, and migration of data from the legacy system to the new database schema, scanning of documents, linking and tagging the scanned documents to the relevant records in the MPRDC and MPPWD Application and conformance to quality control requirements. A record in the context of data digitization shall refer to a collection of data fields of a data unit.

2. A comprehensive data mapping exercise must be undertaken before embarking on data migration. A good data map will detail an in-depth cross-referencing of all mutual fields across the source system and the target system. Ideally it should include:

   - Names of applicable to and from fields

   - Lengths and data types of these fields,

   - Mapping of relationships between entities,

   - Check on the constraints, unique fields and integrity checks,

   - Any logic involved in mapping such as string truncations or validations against any business rules.

11.1 FAMILIARITY WITH EXISTING DATA STRUCTURES OF MPPWD

1. In order to effectively perform data assessment and cleaning, it is important that the data migration team is sufficiently familiar with existing data structures of the source registers/databases.

2. The Implementation Agency shall be responsible for digitization of all the records as specified below. However, Implementation Agency shall be required to estimate the exact number of registers and quantum of the digitization during assessment of the project requirements.

3. The rough estimate of the quantum of work (number of records) for some of the data elements is mentioned below. Implementation Agency shall digitize/migrate all contract documents, reports and service records pertaining to the ongoing project.

4. Bidder should submit data digitization/ migration plan in the bid, detailing all the activities to be performed during the data digitization. Indicative broad activities to be performed by the Implementation Agency (IA) are as follows:

   4.1. An assessment should be done to identify the database requirements for the IPMS Application. The data requirements in terms of master data and transaction data need to be identified, which is required for the envisaged solution.

   4.2. Deploying the data entry software having following features:

   a. The software, for performing data entry, must be properly designed after an adequate study of the data to be digitized. The software must have adequate validations built in to reduce errors during data entry.

   b. The software deployed must be adequately tested before deployment. It is preferable to test the data using live data from some of the department records that shall be available in digitized format by then.

   c. Appropriate controls such as audit trail etc. must be built into the software to ensure that changes to the entered data are tracked.

   d. Data entry of legacy data available in all the MPRDC and MPPWD offices need to be done to acceptable quality and standards as prescribed in this RFP.

   e. Data digitization should be carried at the premises of MPRDC and MPPWD offices only.

   f. Development of merged database structure

   g. Porting of all the data into the database

   h. Final updating of the single database

5. Following table shows the detail of Data Digitization and Migration Requirements

S. No.	Type of Data	Measurement unit	Total units	Remarks
1	Data Entry of Civil Works Records of last 5 years	Data Field	10,00,000	Work Detail, Contractor Detail, Contract Agreement, AA, TS, Performance Security, etc.
2	Scanning of documents	Page	500,000	

6. All the original records files remain in custody of respective divisional offices of MPPWD and MPRDC. It will be responsibility of IA to approach divisional offices to access original record. Data Entry and Digitization exercise shall be performed in Divisional, Zonal and HQ offices only.

12 Training & Handholding

Training is an effective tool for skill building and creating an interest around the concept of the Project, especially where processes have changed or new skills are required. IA will prepare a comprehensive training plan and conduct training programmes. An indicative list of training interventions, number of users to be trained, number of batches, duration and frequency of such trainings for the stakeholder group are mentioned below. The IA shall prepare a comprehensive Training Plan and sign-off same with MPRDC. Training material, learning kits and teaching aids shall be provided by IA.

Training will be conducted at State and Zonal Offices in logically made groups of attendees. Training schedule shall be finalized by the Implementation Agency in consultation with the MPPWD and MPRDC. Following are the essential training events:

12.1 PROJECT ORIENTATION WORKSHOP

The IPMS Orientation Training is envisaged to be conducted at State level in Bhopal. The orientation training program is expected to generate awareness about the project across all levels of the hierarchy. The program outline is to communicate the objective of the project to MPPWD and MPRDC Staff. The Orientation Programme will be a One- day event and following broad areas will be covered:

a. Overview of e-Governance

b. Vision, Objective & Interventions of the Project

c. Scope of the Project

d. Proposed Solution

e. Roles & Responsibilities of officials

f. Typical workflow envisaged under the Project

g. Benefits emanating from the project to government officials

The Workshop will be conducted in Bhopal for MPPWD (Road & Bridges), MPPWD (Buildings – PIU) and MPRDC Separately with a capacity of 100 participants in each workshop.

12.2 CORE APPLICATION TRAININGS

1. The Core Application Trainings are dependent upon the technology finalized and the implementation plan for the same. Technical Trainings shall mainly be imparted to following three user groups:

    1.1. End User: These shall be the groups of employees who will be the actual users of the technology implemented. End users may vary depending upon the types of users and the span of control which they will be exercising. End User training will be conducted when the whole system is ready to be implemented. The aim should be to ensure that all users of the system are trained at least 2 weeks in advance of the actual system implementation. End user technical training should be at least 1 days. IA may increase training duration depending upon the technology implemented.

    1.2. Process Owner: These will be the employee groups who know the process and can be termed as "Process Champions". They are aware of the change and can guide others and help them with issues etc. as and when they crop up. Duration of Process Owner training should be for at least 1 day which may be conducted prior or parallel to the process implementation phase.

    1.3. Super User Training: Super User Training pertains to the core group who will be the administrators of the processes, who will grant permissions and give access for extra modules etc. This user group will need training on certain extra modules which gives them administrator rights and the usage emphasis as well. There is no minimum fixed time for this training. IA may decide it as per need and technology implemented. Ideally, IA should identify Super Users in the initial phase of the project and involve them in throughout design and development process.

12.3 TECHNICAL TRAINING

1. The previous trainings were on general usage of application, whereas the Technical Training will include application configurations, maintenance, troubleshooting, information security, etc. This training will be imparted to the project implementation support staff to effectively support the implementation process and later on manage the system in absence of IA experts. This will be a 2 (two) day training with following content:

    -   Overview Application Architecture and Modules.

- Application Hosting Environment.

- System Administration and Maintenance.

- Troubleshooting and Remote support activities.

- Data Security policies and procedures.

- Specific module-based training for the concerned process officials on use, working, authenticity and implementation of access control methods and tools

2. Implementation Agency should ensure that the knowledge transfer to the staff at MPPWD and MPRDC is done effectively post training, during the project implementation and maintenance phase as well.

12.4 INDICATIVE LIST OF TRAINING

Sr. No	Trainings	Duration	User Details	No. of users for training	No. of batches
1	Project Orientation Workshop in Bhopal	One Day	PS, MD, Secretary, E-in-C, PD, CEs, APDs, GM, DGM, SEs, JPDs and concerned staff members at HQ	60	3
2	Core Application Training at Zonal Level	One day	CE, APD, GM, DGM, SE, JPD, EE & AE and other staff.	1000	30
3	Technical Training at Bhopal	2 Days	MPPWD and MPRDC Technical Staff and PMU	50	2

3. Training material / kits to be used in trainings will be arranged by the Implementation Agency. IA should provision for same while calculating the cost of training.

4. Training delivery will be conducted at offices / sites as per the convenience of MPPWD and MPRDC. Batches will be finalized by the Implementation Agency in consultation with the MPPWD and MPRDC.

13 Operations and Maintenance Support

1. The IA shall adopt an integrated service model for providing O&M services. The IA shall be responsible for end to end provision of O&M services including planning, delivery and execution of services during the contract period of 5 Years from Go-live. The IA shall deploy the required resources and is responsible for:

1.1. Application maintenance and support services for the solution to meet the desired service levels

1.2. Annual Technical Support (ATS) for all the licensed software

1.3. Provision of a single point of contact for technical support during operation and maintenance phase

1.4. Handholding Support for the end users at the Client Sites

1.5. Training & Change Management

1.6. SLA Monitoring and Management Services

2. During performance of the term of the agreement, the IA shall offer to the MPRDC all new versions, releases, and updates of Standard Software, as well as related documentation and technical support services. In no case will the prices for such updates/software exceed those quoted by the IA in the commercial forms in the bid. However during Exit Management the IA should install all new versions, releases, and updates of Standard Software prevailing at the time of exit.

3. IA shall be responsible for the defect free operation of the system and ensuring its availability at all the end-user locations and across all the channels of access.

4. IA shall also be responsible for regular monitoring of the entire system, all equipment, proactively perform warranty checks, and generate SLA reports from the SLA monitoring tool.

5. The IA would be required to provide / facilitate centralized MIS reports to meet the reporting requirements. The IA will also ensure anytime-anywhere availability of these MIS reports. Various MIS reports, but not limited to, required for the project have been detailed at Appendix IV of the RFP document. For MIS reporting system the IA will ensure that:

5.1. The MIS system should be able to export the report data to industry standard read only formats, word processing, spreadsheet etc.,

5.2. The MIS reports should be dynamic in nature and should provide the user the freedom to select the data fields as per his / her requirements,

5.3. The books of accounts and other statutory reports should be available for audit.

5.4. The IA will also develop any other MIS reports required by or its stakeholders from time-to-time.

6. The Implementation Agency will provide quarterly reports regarding any specific aspects of the Project and in context of the audit and access information as required by the MPPWD, MPRDC or there nominated agency. Such reports will be used for

6.1. Consideration of Quarterly Performance;

6.2. Consideration of matters arising out of the Change Control Schedule;

6.3. Issues escalated in accordance with the escalation procedure as set out in the Governance Schedule;

6.4. Matters to be brought before the MPRDC in accordance with the MSA and the Schedules;

6.5. Any matter brought before the MPRDC by the Implementation Agency under this Article; and

6.6. Any other issue which either Party wishes to add to the agenda.

14 Change Request Handling

1. After go-live (during O&M phase), if MPPWD and MPRDC wants any modification/change in any feature, interface, function, etc. of the application software, it will raise Change Request in the format as prescribed by IA.

2. IA will study the Change Request and submit Change Request Handling estimate including time and efforts in terms of "Man Hours" to MPRDC.

3. All such Change Request Handling estimates will be discussed and approved by a Technical Committee for Change Request.

4. Technical Committee for Change Request will be constituted by MPRDC in which IA will nominate one technical expert having good understanding of the technology and application development tools, as a member.

5. IA will present Change Request Handling process and efforts in detail with relevant part of SRS, DB modules and third-party integration need (if any) before technical committee. The Committee will seek justification behind proposed Man Hours by IA. It is responsibility of the IA's representative to satisfy Technical Committee member about its judicious and genuine estimation of efforts.

6. Decision of Technical Committee for Change Request will be final for both the parties. If IA is not satisfied with the decision of Technical Committee, it can raise representation before MD MPRDC. External experts preferably from State IT Department, NIC and/or Technology Institutes may be called by MD MPRDC to evaluate concerns raised by IA and submit their observations after necessary consultation with IA and Technical Committee Member. All Change Request related issues will be resolved in mutual consent of IA and MPRDC.

7. IA will put best possible efforts to handle change request in given time and submit a report on same.

8. MPRDC will evaluate the change in terms the Change request raised initially and approve same.

9. After receiving approval from MPRDC and respective functional unit, the IA will raise invoice for the payment as per rates quoted in the financial bid.

15 Resource Deployment

IA shall deploy project implementation and support manpower for both, Implementation and Operation & Maintenance phases. Detail of key resources and their man months are given in next section. These resources shall be deployed on full time basis at the client location. MPRDC may increase or decrease man months as per requirement. If required, IA may also propose different resource deployment plan to MPPWD and MPRDC as part of Inception Report to be submitted after signing of agreement. After necessary consultation with IA, MPRDC shall approve Resource Deployment Plan and resources wise price shall be adjusted accordingly.

15.1 PROJECT IMPLEMENTATION RESOURCES

1. Following resources shall be deployed at Bhopal HQ of MPPWD and MPRDC during implementation phase:

Sr. No.	Resource Type	Qualification and Experience	Man months
		Key Resources	
1	**Project Manager**	Should be an MBA & B.Tech/B.E./MCA from a recognized institute with at least 15 years of total experience with 10 years in implementation of the technology/ Solutions quoted in Bid Proposal. Proficient in oral and written communication in Hindi and English both. Should have excellent writing, communication, time management and multi-tasking skills. Should also be on full time payroll of IA.	**Entire Project Implementation Phase.**
2	**Deputy Project Manager (for E-in-C Office)**	Should be an MBA & B.Tech/B.E./MCA from a recognized institute with at least 10 years of total experience with 5 years in implementation of the technology/ Solutions quoted in Bid	**Entire Project Implementation Phase.**

		Proposal. Proficient in oral and written communication in Hindi and English both.	
3	**Deputy Project Manager (for PD-PIU Office)**	Should be an MBA & B.Tech/B.E./MCA from a recognized institute with at least 10 years of total experience with 5 years in implementation of the technology/ Solutions quoted in Bid Proposal. Proficient in oral and written communication in Hindi and English both.	**Entire Project Implementation Phase.**
4	**Deputy Project Manager (for MPRDC Office)**	Should be an MBA & B.Tech/B.E./MCA from a recognized institute with at least 10 years of total experience with 5 years in implementation of the technology/ Solutions quoted in Bid Proposal. Proficient in oral and written communication in Hindi and English both.	**Entire Project Implementation Phase.**
5	**System Analyst (for Road & Bridge PMS)**	Should be a qualified Engineer in Computer Science with at least 5 years of experience in application development/customization/technical support in the solution quoted in Bid Proposal.	**8**
6	**System Analyst (for Buildings PMS)**	Should be a qualified Engineer in Computer Science with at least 5 years of experience in application development/customization/technical support in the solution quoted in Bid Proposal.	**8**
	Non-key Resources		
7	IT/Cloud Infrastructure Expert	Should be a qualified Engineer in Computer Science with at least 5 years of experience in Data Center/IT/Cloud Infrastructure planning, Sizing, implementation and maintenance.	4
8	Data Digitization Expert	Should be a qualified Engineer in Computer Science with at least 5 years of experience in application development/customization/database management/data migration in the product quoted in Bid Proposal.	4
9	Training Expert	Should be a Post Graduate with at least 7 years of experience e-governance Capacity Building and Change Management in the project implemented for Govt. agencies.	4
10	Civil Engineer (for Road and Bridges)	Should be a qualified Civil Engineer with at least 5 years of experience in Road works execution agency under state/ central govt. in India.	12

11	Civil Engineer (for Buildings)	Should be a qualified Civil Engineer with at least 5 years of experience in Building works execution agency under state/ central govt. in India.	12

2. Man months provided in above table, are purely based on assumptions to provide level playing field for financial bidding. IA may suggest better deployment strategy for MPRDC and MPPWD for approval. Purposed deployment of above manpower is to ensure better coordination and collaboration between MPPWD, MPRDC and IA.

3. Key and Non-key resources as mentioned above, are the minimum requirement of the project. If above resources are not adequate to fulfil obligations of implementation phases, IA shall deploy additional resources.

4. Implementation phase manpower shall remain stationed at Bhopal. MPRDC and MPPWD shall provide adequate space with all necessary amenities to perform project activities. IT Equipment (Laptop, Computer, Printer, etc.) and consumables shall be provided by IA to these resources.

5. Project resources shall interact with the department on day to day basis for requirement gathering, FRS preparation, validation, user interface designing, issue tracking, documentation, reporting, designing use cases for UAT, training, data digitization activities, general project management, coordination, etc.

6. Project Manager shall submit progress report to the designated officers of MPRDC and MPPWD on fortnightly basis.

15.2 HELPDESK

1. IA shall be required to setup centralized Helpdesk after Go-live. The helpdesk will serve as a single point of contact for all incidents and service requests for the system, providing real-time Incident management services.

2. The helpdesk shall have 4 Technical Support Executives trained in all the application operation for technical support to the users. Helpdesk Executives should have the capability to guide the application users for the application related issues. Helpdesk support should also have provision for screen sharing for remote support.

3. MPPWD and MPRDC shall provide space and electricity, internet connectivity and other office amenities for helpdesk. Computer, Printer and telephone connectivity, other electronic devices needed for helpdesk support shall be arranged by IA itself. IA shall provide primary and secondary contact numbers of helpdesk that can be disseminated widely among the application users.

4. Two Helpdesk support staff will work in shifts 8:00AM to 2:00PM and 2:00PM to 8:00PM and remain 2 will work during normal office hour. At least 1 helpdesk support staff will remain available during Weekends during office hours.

5. Helpdesk staff will work on online system for ticketing and issue tracking. All the calls received and issues recorded in helpdesk shall be logged into the online system and tracked until rectified successfully. A report on the issues and calls shall be submitted to MPRDC on weekly basis. Online ticketing and issue tracking system shall be provided by IA. No extra charge will be payable for same by MPRDC.

15.3 OPERATION AND MAINTAINANCE RESOURCES

1. IA shall deploy Support Staff for Operations and Maintenance of the new system. Though IA shall be responsible for overall support activities during the O&M phase of 5 Years, following minimum project support manpower shall essentially be deployed by IA across various MPPWD offices during the O&M Phase.

Sr. No.	Manpower Type	MPPWD Location	
		Bhopal HQ	Zonal Level
1	**Operations Manager** Should be a qualified Engineer in Computer Science or MCA and have at least 8 years of relevant experience in IT Industry. IA should involve this resource in all project activities from the beginning of the project.	1	
2	**Assistant Operations Manager** Should be a qualified Engineer in Computer Science or MCA and have at least 3 years of relevant IT industry experience in the field of operational support and other related areas.	1	
3	**Help Desk Support Staff** Should be graduate with 2 years of experience as technical support call center executive.	4	
4	**Operation Support Manager (for 2 Years only)** Should be a qualified Engineer in Computer Science or MCA and have at least 5 years of relevant IT industry experience in the field of operational support and other related areas.		14

2. Above manpower may be increased or decreased as per actual requirement. IA will be provided one month written notice period for any such event.

15.4 REPLACEMENT

1. In case any resource tenders resignation from the IA's employment, the IA shall inform MPRDC within one week of such resignation.

2. IA shall promptly initiate a search for a replacement and use commercially reasonable efforts (including the expenditure of reasonable sums, such as to engage the services of a recruiting firm) to ensure that the role of any member of the Key Personnel is not vacant for any longer than 30 days, subject to reasonable extensions requested by IA.

3. Before assigning replacement for any key resource/personnel IA shall provide MPRDC with:

   3.1. a resume/curriculum vitae and any other information about the candidate that is reasonably requested or required by MPRDC; and

   3.2. an opportunity to interview the candidate.

4. IA has to provide replacement resource who is equal or better than the resource leaving the project. MPRDC may conduct interview of replacement candidate and notify IA within 10 (Ten) days after the interview. If MPRDC does not request for interview of proposed resources or does not provided any response after the interview, the proposed resource would be deemed as accepted.

5. If MPRDC reject proposed replacement, IA shall not assign the individual on that position and shall seek alternative candidates to propose.

6. The IA has to ensure at least 4 weeks of overlap period in such replacements.

15.5 HIGH ATTRITION

1. If in the first 6 months period from the Contract Effective Date or in any rolling 12 months period during the Term, 4 more of the members of the Key Personnel cease or reduce their involvement in the Services for any reason other than with MPRDC prior written consent, IA shall:

   1.1. provide MPRDC with a reasonably detailed explanation as to the reasons for such change, including, where applicable and permitted, notes from any exit interviews conducted by IA with any departing member of the Key Personnel; and

   1.2. if such change to Key Personnel has or is likely to have any material adverse impact on the provision of the Services or any substantial part thereof, undertake, at its own costs, such remediation acts as are reasonably necessary in order to improve the retention of the Key Personnel including making reasonable changes to the human resources policies and procedures applicable to the Key Personnel (including those related to compensation, benefits and other conditions so that they are competitive with the market) as may be necessary to ensure that such policies and procedures comply with Good Industry Practice.

16 Service Levels

Following section outlines the key service level requirements for the new system, which needs to be ensured by the IA during the operations and maintenance period. These performance requirements shall be strictly imposed, and a third-party audit/certification agency may also

be deployed by MPPWD for certifying the performance of the IA against the target performance matrix as outlined in this volume of the RFP. During the Contract period, it is envisaged that there could be changes to the SLA, in terms of addition, alteration or deletion of certain parameters, based on mutual consent of both the Parties i.e. MPPWD and IA.

16.1 SERVICE LEVEL OBJECTIVES

1. The following Service Level Objectives have been identified for governing the SLA in the Project.

    a. System should always be available to the users

    b. System should be easy to use

    c. System should be responsive enough for the user to work without time delays/interruptions

    d. Users should be able to easily store and retrieve the data from the system

    e. Users should always get the right kind of support as and when it is required to perform their work

16.2 SLA MONITORING

The SLA parameters shall be measured on a daily/weekly/monthly/ quarterly basis as per the individual SLA parameter requirements, through appropriate SLA Measurement tools provided by the IA for the purpose and audited by a third party for accuracy and reliability. If the performance of the system/services is degraded significantly at any given point in time during the Contract and if immediate measures are not implemented or issues not rectified to the satisfaction of MPRDC or an agency designated by them, MPRDC will then have the right to take appropriate corrective actions including termination of the Contract.

16.3 SLA MANAGEMENT TOOL

1. IA shall supply, install and configure SLA management and monitoring tool for the Project. This SLA Management tool:

    1.1. Should be able to monitor all the service levels defined in the service level agreement.

    1.2. Should provide comprehensive and end-to-end management of all the components for each service including Network, Systems, Databases and Application infrastructure.

    1.3. Should automatically document problems and interruptions for services and provide the consolidated violations as per the SLA

1.4. Should allow changing the parameters of the measurement and should allow adding new SLAs on need basis.

1.5. Should enable the MPRDC to have a unified view of the entire system SLA at single console.

1.6. Should be able to monitor various operating system parameters such as processors, memory, files, processes, file systems, etc. where applicable, using agents on the servers to be monitored.

1.7. Should provide self-monitoring wherein it will track critical status such as, CPU utilization, Memory capacity, File system space and other important data, etc.

16.4 SERVICE LEVEL REQUIREMENTS

1. The Service Levels provides for minimum level of services required as per contractual obligations based on performance indicators and measurements thereof. The IA shall ensure provisioning of all required services while monitoring the performance of the same to effectively comply with the performance levels. The services provided by the IA shall be reviewed by the MPRDC that shall:

1.1. Regularly check performance of the IA against this SLA.

1.2. Discuss escalated problems, new issues and matters still outstanding for resolution.

1.3. Review statistics related to rectification of outstanding faults and agreed changes.

1.4. Obtain suggestions for changes to improve the service levels.

16.4.1 Service Level Definitions

1. "Agreement" means the Contract Agreement together with all the Schedules and the contents and specifications of all the volumes of the Request for Proposal (RFP) and in all the attached schedules and any addendums, corrigendum issued and shall include any modifications, alterations, additions or deletions thereto agreed between the Parties in writing after the date hereof in terms of the Agreement. In the event of a conflict between the Agreement and the Schedules, the terms of the Agreement shall prevail;

2. "Project" means Integrated Project Management System (IPMS) Project involving System Design, Development, Implementation, Operations, Management and Maintenance across all the locations of MPPWD and MPRDC as per the terms and conditions laid in the RFP and provision of services in conformance to the SLA;

3. "Deliverables" means the products, infrastructure and services agreed to be delivered by the Implementation Agency in pursuance of the Agreement as elaborated in the RFP in relation to the Implementation Phase and the Operations and Maintenance Phase and includes all documents related to the solution, user manual, system administration

manual, technical manual, design, process and operating manuals, service mechanisms, policies and guidelines and source code and all its modifications;

4. "Effective Date" means the date on which the Agreement is executed by both the Parties.

5. "Intellectual Property Rights" means the legal rights granted with the aim to protect the creations of the intellect. These rights include Industrial Property Rights (e.g. patents, industrial designs and trademarks) and Copyright (right of the author or creator) and Related Rights (rights of the performers, producers and broadcasting organizations);

6. "Material Breach" means breach that has an effect on (a) the ability of Implementation Agency to perform/discharge any of its duties/obligations under and in accordance with the provisions of the Agreement; and/or (b) the legal validity, binding nature or enforceability of the Agreement;

7. "Performance Guarantee" and "Performance Bank Guarantee" and "Performance Security" shall mean the guarantee provided by Bank to MPPWD on behalf of the Implementation Agency for the amount specified in the Instruction to Bidders section of the RFP;

8. "Project Data" means all proprietary data of the Project generated out of Project operations and transactions, documents and related information including but not restricted to user data which the Implementation Agency obtains, possesses or processes in the context of providing the Services to the users pursuant to the Agreement and the SLA;

9. "Project Location" shall include all such MPPWD and MPPWD sites that will require setup of IT and Non-IT infrastructure including networking and backup facility for smooth operations of the Project.

10. "Project Implementation" means Project Implementation as per the testing standards and acceptance criteria prescribed in the RFP;

11. "Proprietary Information" means processes, methodologies and technical and business information, including drawings, designs, formulae, flow charts, data and computer programs already owned by, or granted by third parties to a Party hereto prior to its being made available under the Agreement, or the SLA;

12. "Service Level" means the level of service and other performance criteria which will apply to the Services as set out in the SLA;

13. "Service Level Agreement (SLA)" means the Operation and Maintenance SLA, executed by and between Implementation Agency and MPRDC, in terms of the Service Level Requirements;

14. "Services" means the services delivered to the Stakeholders of Project, as defined in this RFP, using the tangible and intangible assets created, procured, installed, managed and operated by the Implementation Agency including the tools of information and communications technology;

15. "Third Party Systems" means Systems (or any part thereof) in which the Intellectual Property Rights are owned by a third party and to which Implementation Agency has been granted a license to use and which are used in the provision of Services;

16. "Working Day" means any day on which MPPWD and MPRDC will be functioning, including gazetted holidays, restricted holidays or other holidays or working Saturdays.

17. "Resolution Time" shall mean the time taken (after the incident has been reported), in resolving (diagnosing, troubleshooting and fixing) or escalating (to the second level or to IA, getting the confirmatory details about the same from the IA and conveying the same to the end user), the services related troubles during the first level escalation.

16.4.2 Service Level Severity

1. Critical: These incidents shall impact the overall functioning of the system. It typically includes system issues that have the greatest business impact wherein application users are not able to perform his/her regular work at a time. Or if there is a downtime of IPMS Application, Servers, or Central equipment. For example, users unable to login to the system, Web Server, Database server not responding etc.

2. Medium: It typically includes system issues that have medium business impact wherein the user is partially able to perform his/her regular work. But the system not fully functional and has bugs, errors, faults etc. For example, user is able to login and perform most of his normal work, but some of the features or issues are troubling. For example, some supplement reports are not available, some misalignment in reports, some role access issues, privileges conflicts, slow fetching of data etc.

3. Low: Incidents whose resolution shall require changes in configuration of hardware or software, which will not significantly interrupt working of that component. For example, change of profile settings, Screen resolution issues, Customer tracking, error popup, messages etc.

16.4.3 Service Level Measures

The following measurements and targets shall be used to track and report performance on a regular basis. The targets shown in the following table are applicable for the duration of the contract. All the targets for the measurements are calculated on a quarterly basis. IA should provide comprehensive, end-to-end services to maintain the system. No reason shall be

entertained (unless those mentioned in Force Majeure) in case of un-availability of any service given in the scope of work in this RFP and appropriate penalty shall be levied.

16.4.3.1 Project Implementation Phase

Service Category	Severity	Target	Penalty
System Integration Services for Final Acceptance Testing	Critical	As per the Timelines mentioned in this bid document.	A penalty of 0.5% per week for first two weeks, 1% per week for every subsequent week subject to a maximum of 10%. Penalty will be computed on implementation cost of the Project (Component "A" of the Financial Bid – Annexure J)
Replacement of Project Manager or Deputy Project Managers	Critical	Project Managers should not be changed.	A penalty of Rs. 5.00 lakh shall be levied in each case of replacement of Project Manager and Rs. 2 Lakh in case of replacement of Deputy Project Manager. However, if Project Managers are replaced on recommendation of MPRDC, no penalty shall be imposed.

16.4.3.2 Operation & Maintenance Phase

The required System Accessibility/ Functioning Levels for MPPWD and MPRDC are given below. System Accessibility/ Functioning will be calculated for individual project location/ site.

Measurement	Severity	Target	Penalty
System Availability/ Accessibility at any location of	Critical	99.00 %	1% of the QMC for every 2 hours of down time at a stretch or in parts up to total down time of 10 hours. This down time shall be calculated over and above the total hours of downtime permissible.

Measurement	Severity	Target	Penalty
MPPWD and MPRDC			Beyond 10 hours of down time, 2% of the QMC for every 1 hour of down time at a stretch or in parts.
System Bug Resolution Time *(Time in which a complaint/issue related to application is resolved after it has been reported/escalated by MPRDC or MPPWD to the IA)*	Critical	4 Hrs	0.5% of the QMC for each incident on every additional 4 hours taken for resolution at a stretch.
	Medium	8 hrs	0.25% of the QMC for each incident on every additional 8 hours taken for resolution at a stretch.
	Low	2 Working Days	0.1% of the QMC for each incident on every additional day taken for resolution at a stretch.
Replacement of Operation Manager more than 3 times in 5 years and no more than once in a year	Critical	Not more than 3 replacements in 5 year or 1 replacement in One Year.	A penalty of Rs. 3 lakh shall be levied in each case of 4th replacement of Operation Manager in 5 years or 2nd replacement of Operation Manager in 1 year. However, if Operation Manager is replaced on recommendation of MPRDC, no penalty shall be imposed.

— Total penalty during Operation and Maintenance phase of 5 years will be capped/limited to the value of performance security i.e. 10% of the Project value.

— Total penalty per quarter will be the Grand total of all the final figures as per all above sections for penalty calculation. Three consecutive quarterly deductions of more than 20% of the QMC on account of any reasons will be deemed to be an event of default.

16.4.4 SLA Terms and Conditions

1. Scheduled and Preventive Maintenance should be planned only on Non-business hours or Sundays or Holidays.

2. Scheduled and Preventive Maintenance anytime during Service Hours will be considered unavailability of service.

3. Scheduled and Preventive Maintenance by IA for the Software / Active / Passive shall be done with written prior intimation to client at least 72 hours in advance.

4. MIS report will be submitted by the IA on monthly basis and as and when requested by the Client. MIS Report shall include but not limited to:

5. IA will maintain network, security infrastructure configurations, hardware and software inventory, data back-up and restore procedure with policy, core services setup, password policy documentation in soft and hard copies.

6. IA shall ensure service availability include proxy, DNS, anti-virus, database, web services at optimum level for the users.

7. IA shall ensure availability and optimum utilization of all networking, security components and server devices.

8. IA shall ensure patch and up-gradation of operating system, firmware, signatures, application and necessary patches for all network, security and server devices to ensure smooth operability and availability of required services.

9. IA shall ensure confidentiality, integrity and availability of data with use of suitable technologies, process and best practices.

10. IA shall securely perform activities related to creation, omission and modification of administrative users required for managing application components.

11. IA shall securely manage and maintain all the administrative passwords of various application components. (in consultation with MPRDC).

12. IA shall securely perform activities related to creation, omission and modification of end-user's Id and password for day-to-day operations and job profile. This will include but not limited to Domain, Proxy, Internet, Servers and Local (host) Machine

16.4.5 SLA Review Process

MPRDC may raise an issue by documenting the business or technical problem and may ask from IA for possible solutions. A meeting can be conducted to resolve the issues in a timely manner. The IA shall develop an interim solution, if required and directed by the MPRDC, and subsequently the permanent solution for the problem at hand.

17 Project Management Arrangement

In order to effectively plan, implement, manage and sustain the project, two main bodies i.e. Project Implementation Committee and 3 Project Management Units (PMUs), will be constituted by MPPWD and MPRDC. These bodies will be responsible for the overall project implementation and monitoring.

17.1 PROJECT IMPLEMENTATION COMMITTEE

The Project Implementation Committee will have the overall responsibility for issuing policy directives, guidance and coordination for activities related to the project under the chairmanship of the Secretary, MPPWD and MD MPRDC. The Project Implementation Committee will play a key role in the project implementation and the systemic transformation that the project aims at. It will also monitor and review the project implementation in coordination with the Project Management Unit (PMU). The Project Implementation Committee will be responsible for:

1. Strategic control over the project

2. Overall project guidance and policy decisions.

3. Coordination with various stakeholder departments and agencies.

4. Overseeing the work of Project Management Unit.

5. Periodic Review of implementation progress

6. Interim changes in work scope (Application and Function)

7. Consider recommendations put forward by the PMU.

8. Developing and overseeing procedures for undertaking quality audits of institutions participating in the project

9. Issue guidelines for execution of change management activities.

10. Resolve any conflicts and issues that may arise during the implementation of the project.

17.2 PROJECT MANAGEMENT UNIT

Three Project Management Units (PMUs) shall be setup under E-in-C Office, PD PIU Office and MPRDC. PMUs will be chaired by respective unit heads (E-in-C, PD PIU or MD MPRDC) or an officer designated by them but not below the rank of Superintendent Engineer. PMUs will

bear overall responsible of the Project Implementation on day to day basis and remain accountable to PIC. Under the guidance of the PIC, the PMU will be responsible for day-to-day activity planning, management, coordination, meeting the administrative requirements of the Project. The PMU will demonstrate examples of good practice, and guide and support the various entities involved on all aspects of project implementation. It also includes, wherever required, efforts to build capacity of the department. The PMU shall also include IT Implementation and Project Management Experts. Key responsibilities of PMU would be as follows:

1. Overseeing and assisting the project implementation

2. Add or remove new functionality or module in the IPMS within the overall scope of work.

3. Providing directions and guidance to implementation agency for project implementation

4. Coordinating with the relevant officers at all levels

5. Carrying out related tasks as may be reasonably requested by the Steering Committee.

6. Help in laying down a set of guidelines, following internationally accepted norms and e-Governance standards, if not present already, for the testing and certification in all aspects of project development and implementation covering software. This includes the processes relating to the design of systems and sub-systems, coding, testing, business process description, documentation, version control, security, architecture, performance in relation to compliance with Service Level Agreement (SLA) metrics, interoperability, scalability, availability and compliance with all the technical and functional requirements of the Request for Proposal (RFP) and the agreement.

7. Ensure that all relevant guidelines are being followed and avoid large-scale modifications pursuant to testing done after the application is fully developed

8. Establish appropriate processes for notifying the implementation agency of any deviations from the norms, standards or guidelines at the earliest instance after noticing the same to enable them to take corrective action

9. Systematic application guidance to the Implementation Agency in the initial stages, testing and approval of the deliverables at the intermediate stage and finally the monitoring and analysis of reports

10. Providing directions and guidance to the Implementation Agency for project implementation

11. Vetting of all deliverables of the project and issue acceptance

12. Address concerns / enquiries / complaints from project stakeholders and MPPWD employees.

13. Monitoring the internal operations of the project utilization

14. Developing procedures to regularly monitor the performance of institutions participating in the project and preparing regular monitoring reports. This will include procedures for assisting with ad hoc surveys.

17.3 PROJECT MANAGERS

1. The relationship under the Contract Agreement will be managed by the Project Managers or Nodal Officer appointed by MPRDC, E-in-C Office, PD PIU Office and IA, who will act as an interface between the executive management of the respective Parties. IA would be required to deploy a full-time Project Manager for the entire duration of project Implementation. The Project Manager shall act as the single point of contact and create a weekly status report based on the agreed upon format with the PMU at the end of each week. The Project Managers would also be responsible for escalating all delays in a timely manner. In addition to the Project Manager, IA must deploy a sufficient number of manpower as mentioned in clause "Project Support Manpower".

2. The Project Managers will meet formally on every week at a time and location agreed among them. These meetings will cover, as a minimum, the following agenda items:

      i.   Consideration of Quarterly Performance Reports;

      ii.   Consideration of matters arising out of the Change Control Schedule;

      iii.   Issues escalated in accordance with the escalation procedure as set out in this RFP;

      iv.   Matters to be put up before PMUs in accordance with the MSA and the Schedules;

      v.   Any matter to be put up before PMUs by the Implementation Agency; and

      vi.   Any other issue which either Party wishes to add to the agenda.

18 Project Timelines

1. The overall implementation of the IPMS is envisaged to be completed in 12 (Twelve) months. Considering the dynamic nature of IPMS Application, it is decided to design, develop, test and implement the application in three phases. Under each phase, the application will first be deployed in MPPWD and MPRDC Headquarter in Bhopal and all the offices under Bhopal/Capital Zone on Pilot basis. After successful field testing and user acceptance testing, the application will be deployed in remaining MPRDC and MPPWD Zones.

2. Below timelines are mentioned for Implementation Agency to perform various activities under given milestones. Time taken by MPRDC for evaluation and approval of deliverables will be excluded from these timelines.

3. IA may request MPRDC to extend timelines with rational justification. MPRDC, after necessary consultation with IA and inhouse technical team, may extend timelines upto 24 month only, not beyond that.

S.N.	Milestone	Time for Completion in weeks where "T" is the date of Award.
1	Preparation of the Inception Report	T+2
2	Requirement Gathering, Study, Preparation of SRS & Design Documents and Preparation of Detailed Project Plan/Report.	T+8
Phase 1 Implementation		
3	Application Development/Customization and testing on production server completed for First Phase.	T+16
4	First Phase User Acceptance Testing in MPPWD and MPRDC at HQ and Bhopal Zone	T+18
5	Data Digitization/ Migration for First Phase Implementation	T+20
6	Implementation of IPMS First Phase in all the offices of MPRDC, E-in-C Office and PD PIU Office	T+20
7	User Training and Change Management activities for First Phase Implementation of IPMS	T+24
Phase 2 Implementation		
8	Application Development/Customization and testing on production server completed for Second Phase.	T+32
9	Second Phase User Acceptance Testing in MPPWD and MPRDC at HQ and Bhopal Zone	T+34
10	Data Digitization/ Migration for Second Phase Implementation	T+36
11	Implementation of IPMS Second Phase in all the offices of MPRDC, E-in-C Office and PD PIU Office	T+36

12	User Training and Change Management activities for Second Phase Implementation of IPMS	T+42
13	Third Party Audit and certification before Go-Live	T+42
14	Project Go Live for Second Phase	T+44
Phase 3 Implementation		
15	Application Development/Customization and testing on production server completed for Third/Final Phase.	T+48
16	Third Phase User Acceptance Testing in MPPWD and MPRDC at HQ and Bhopal Zone	T+50
17	Data Digitization/ Migration for Third Phase Implementation	T+50
18	Implementation of IPMS Third Phase in all the offices of MPRDC, E-in-C Office and PD PIU Office	T+50
19	User Training and Change Management activities for Third Phase Implementation of IPMS	T+52
20	Third Party Audit and certification before Go-Live	T+52
21	Complete Project Go Live	T+52
22	System Documentation and project documentation	T+60
23	Overall Project Operation and Maintenance Support for 5 years from Go Live Date.	Complete Project Go Live + 260
"T", as referred above is the date of signing of contract between selected IA and MPPWD		

19 Compliance with e-Gov standards

19.1 SINGLE-SIGN ON

The application should enable single-sign-on so that any user once authenticated and authorized by system is not required to be re-authorized for completing any of the services in the same session. For employees of the department concerned, the browser based application accessed on the intranet, through single-sign-on mechanism, will provide access to all the services of the departments concerned (based on their roles and responsibilities), Help module, basic and advanced reporting etc. Similarly, for external users (citizens, etc), based on their profile and registration, the system shall enable single sign on facility to apply for various services, make payments, submit queries /complaints and check status of their applications.

19.2 SUPPORT FOR PKI BASED AUTHORIZATION

The solution shall support PKI based Authentication and Authorization, in accordance with IT Act 2000, using the Digital Certificates issued by the Certifying Authorities (CA) such as MTNL or NIC. In particular, 3 factor authentication (login id & password, biometric and digital

signature) shall be implemented by the IA for officials/employees involved in processing citizen services as per the Functional requirement specification of the services specified in Section 2.8. Cost of Digital Signature shall be borne by MPPWD.

19.3 INTEROPERABILITY STANDARDS

Keeping in view the evolving needs of interoperability, especially the possibility that the solution shall become the focal point of delivery of services and may also involve cross functionality with the e-Government projects of other departments / businesses in future, the solution should be built on Open Standards. Some of the states already have other applications deployed and running for delivering services to citizens. The IA shall ensure that the application developed is easily integrated with the existing applications. Every care shall be taken to ensure that the code does not build a dependency on any proprietary software, particularly, through the use of proprietary 'stored procedures' belonging to a specific database product.

19.4 SCALABILITY

One of the fundamental requirements of the proposed application is its scalability. The architecture should be proven to be scalable (cater to increasing load of internal and external users and their transactions) and capable of delivering high performance for at least four years from the date of deployment. In this context, it is required that the application and deployment architecture should provide for Scale- Up and Scale out on the Application and Web Servers, Database Servers and all other solution components.

19.5 SECURITY

4. The systems implemented for project should be highly secure, considering that it is intended to handle sensitive data relating to the citizens of the state. The overarching security considerations are described below.

   4.1. The security services used to protect the solution shall include: Identification, Authentication, Access Control, Administration and Audit and support for industry standard protocols.

   4.2. The solution shall support advanced user authentication mechanisms including digital certificates and biometric authentication.

   4.3. Security design should provide for a well-designed identity management system, security of physical and digital assets, data and network security, backup and recovery and disaster recovery system.

4.4. The solution should provide for maintaining an audit trail of all the transactions and should also ensure the non-repudiation of audit trail without impacting the overall performance of the system.

4.5. The overarching requirement is the need to comply with ISO 27001 standards of security.

4.6. The application design and development should comply with Open Web Application Security Project [OWASP] top 10 principles.

4.7. A sample list of information security requirements is specified below. (Needs to be customized as per project requirements)

Sr.	Security Areas	Specifications
1.	**Physical Security**	• Client premises, should be physically secured by the MPPWD in consultation with IA.
2.	**Network Security**	• Appropriate firewalls, IPS, SSL devices etc. should be used to ensure Network security. • The solution should support SSL encryption mechanism for transferring data across • network and between client and server
3.	**System Security**	• Adequate access control procedures should be defined to secure the entire IT system, • physically and logically. • The access controls procedures should cover all stages in the life-cycle of user access, from the • initial registration of new users to the final de-registration of users who no longer require access to information systems and services. • The system should have 2 factor authentication mechanism either through One • Time Password (OTP) or soft tokens based technologies for access control and user authentication.
4.	**Application Security**	• The solution should have appropriate authentication mechanisms • Application user authentication & authorization related transactions should be encrypted. • Operating system should be hardened on which the application is installed. • A web application firewall shall be deployed to secure

Sr.	Security Areas	Specifications
		the web-layer.
		• The web applications should be free from OWASP / SANS and CERT-IN web application
		• vulnerabilities as released from time to time.
5.	Audit Trails & Logs	• Event logging should create an accurate record of user activity such as which users accessed which system, and for how long.
		• The solution should log all types of events especially those related to security
6.	Data Protection	• The solution should support SSL encryption mechanism for transferring data across network. Provision should be made to ensure that data in any form should not be copied on to any external media without authorization.
		• The data transferred across network should be encrypted using Public Key (PKI) Infrastructure.
		• Complete end point data protection should be provided at client site such that any type of data pilferage using unauthorized copying, storing and emailing could be prohibited.
		• Access to all system resources including data files, devices, processes and audit files should be provided to the intended users only.
		• All mobile applications should be designed and developed in a way that it ensures security of the application and data on the device.
		• Ensure to protect documents by assigning security parameters and criteria in order to provide more effective protection for an electronic document in order to maintain Confidentiality, Authorization, Accountability, Integrity, Authenticity and Non-repudiation.
7.	Session Management	• The system should limit to only one session per user or process ID.
		• The system should put a limit on the maximum time length of an idle session, which should ensure that automatic session termination takes place after expiry of the specific time length.

Sr.	Security Areas	Specifications
8.	Data Warehouse Security	• Users must not have access to the data warehouse prompt of the application. Access to the data warehouse prompt must be restricted only to the database administrator. • "Super user" rights for the data warehouse must only be given to the administrator and the activities of these accounts must be properly logged.
9.	Application Deployment	• All unused ports should be blocked at server machines. • The application server should be segregated from internet zone through firewall or other filtering mechanism.
10	Information Security Governance	• The employees working on the project should be made aware of his or her responsibilities with respect to Information Privacy and Information Security. • Employees working on the project shall undergo security awareness training during induction.
11	Storage Equipment	• All information storage media (e.g. hard disks, magnetic tapes, CD ROMs etc.) should be physically secured. • Physical access to magnetic tape, disk, CD libraries etc. should be restricted to authorized personnel.
12	Computing Environment	• All workstation hardware and associated peripheral equipment at Client site premises should be marked with a unique asset identification code. The asset identification code should follow a defined naming convention that would uniquely and appropriately identify the asset. • USB ports should be disabled on specified desktops / laptops at Client site premises, so as to prevent use of pen drives, external disk drives etc. • IT assets inventory must contain criticality of hardware in levels of importance (Confidentiality, Integrity and Availability).
13	Virus Control	• Latest version of anti-virus should be installed on workstations and servers at Client premises. • The anti-virus software should run on network file servers on a regular basis (preferably daily).
14	Compliance with Security Standards	• Software/Hardware system should be in compliance with ISO/IEC 27001:2015.

Sr.	Security Areas	Specifications
15	**Security Information and Event Management System (SIEM)**	• IA should install SIEM for Real-time analysis of security alerts generated by applications and infrastructure.
16	**Database Activity Monitoring (DAM) Solution**	• IA should install DAM to monitor all database activities and internal users with privileged access.

20 Documentation requirements

IA shall be responsible for preparation of documents including User Manuals, Operations Manual, Administration Manual, Security Manual, Application Support Guide and others (if any) as per industry best practices and acceptable standards (e.g. IEEE/ISO specifications for documentation).

20.1 END USER DOCUMENTS

Documentation will be supplied and maintained by the Implementation Agency during the project. The ownership of all documents, supplied by the Implementation Agency, will be with MPRDC. The electronic copies shall be submitted along with all the paper documents and manuals, required for operating and configuring the system. The documents provided must include at least: User Manual (both online and paper copies) providing detailed instructions on how to use the software. In addition, it describes how to access, submit inputs to, and interpret outputs from the application system installation guide including the configuration of the supplied infrastructure. User will have the rights to duplicate the hardcopy and soft copy for the documents created by the Implementation Agency without any financial and legal implications.

20.2 TECHNICAL DOCUMENTS

1. The Implementation Agency shall supply operation and maintenance manuals for all the deliverables. These shall be in such details as to enable MPRDC to operate, maintain, adjust and fix the system etc. The manuals etc. for all deliverables shall be in English and in soft and hard copy and equal to the number of the deliverables.

2. The Implementation Agency must ensure that the Application components being developed are thoroughly documented with comprehensive manuals and adhere to standard methodologies in software development as per ISO and/or CMM models. The documents including but not limited to are:

2.1. Quality Assurance Plan Documenting the planned and systematic pattern of all actions necessary to assure confidence that the software developed will conform to the MPPWD functional and technical requirements.

2.2. Interface Control Document Documenting the interface characteristics of one or more systems and documents agreements between interface owners. It contains information on both the physical and data element requirements that are necessary to make the transfer of information between systems feasible.

2.3. Test Plan containing information on the software test environment to be used for independent testing, the test cases to be performed, and the overall testing schedule. This includes methodology, schedule, resources, tools, procedures, environment definition, test cases, and software test results.

2.4. Systems Manual detailing the data structure, table, forms and report structures.

2.5. Operations Manual providing instructions for installing the application, troubleshooting, interpreting message logs, and FAQs (Frequently Asked Questions).

2.6. Trouble Shooting Guide/ Handbook for Helpdesk which describes the various trouble shooting methods.

21 Project Deliverable

1. The Implementation Agency shall be responsible for the following deliverables to MPRDC to fulfill its obligations under the SLA. The table given below is not an exhaustive list and IA is responsible for providing all those deliverables which may be specified in this RFP but not listed hereunder, as well as any deliverables agreed by the IA in response to any request from MPRDC. The timelines for producing each of these deliverables will be in line and closely linked with the overall project timeline as indicated in this RFP. Any conflict with respect to the project and/or deliverable timelines will have to be resolved by IA in consultation with MPRDC and/or its designated agencies and approved by MPRDC. Thereafter, the approved timelines will have to be adhered to by IA, unless specified otherwise.

2. MPPRDC shall provide response or feedback on draft deliverables within 14 working days. Purchaser shall provide sign-off within 21 calendar days from the submission of final deliverable in complete form by the IA. In case, the Purchaser fails to provide sign-off on the final deliverable within 21 working days, same may be considered as deemed acceptance. However, in case the MPRDC confirms to the IA with an alternative date, then that date would stand revised for deemed acceptance. Such revisions will be limited to 2 (Two) times for the respective deliverable.

3. It is to be noted that upon completion of Go-Live, IA is required to submit / handover all the updated system design documents, specifications, source code of customized part of System, application deployment files, user manuals, administration manuals and all other applicable deliverables listed below. IA shall handover to MPRDC all source code of customized part of System irrespective of open source or proprietary software.

S.N.	Deliverables
1.	Detailed project plan for study, design, development & implementation of application system, Infrastructure, Digitization plan, Training strategy and plan, Change Management & Communication Strategy and plan and Training material. The plan should clearly identify all the milestones and deliverables together with the tasks and time & resource allocation.
2.	System Requirement Specifications (SRS) Document

3.	• Technical / System Design Document (HLD and LLD) including but not limited to
	   o Logical and Physical Database Design
	   o Application architecture, deployment architecture, network architecture diagrams, security architecture etc.
	   o Component, and Deployment Views of the Application
	   o Collaboration, Class diagrams in the UML notations
	   o Security and Features
	   o Performance Features
	   o Interface / Control Design Features
	• Traceability Matrix
	• Document on Testing Approach for Application, along with the test cases and test results.

4.	• Digitized, corrected and Migrated Database
5.	• Developed and customized solution
6.	• IT Infrastructure solution encompassing Network, Servers, Database, System Software, including deployment and collocation at State Data Centre.
7.	• IT & non-IT infrastructure at various project locations.
8.	• Security policy
9.	• Standard Operating Procedures
10.	• Orientation Workshops including presentation materials and related documents • User Trainings

	• Training Manuals and other relevant materials. • User Manuals
11.	• Defect Free MPPWD Application Software and other automation requirements including Source Code of customized part of System, library files, DLLs, Setup programs, Documentation, etc.
12.	• Updated & Final System Requirements and Design Documents • Maintenance Manuals for Administration and Maintenance of the system
13.	• SLA Monitoring & Measurement system
14.	**Post Implementation** • Call Log & Resolution Reports • Daily/Weekly/for-nightly/monthly Performance Monitoring Reports • Incident and Change Request Status Report • Manpower Deployment **At the end of each quarter, during O & M phase:** • Updated system design documents, specifications, • Most recent source code of customized part of System, application deployment files, configuration files for entire solution • Updated user manuals, administration manuals, training manuals etc. • Software change logs etc.

Part III
General Conditions of Contract

22 General Conditions of Contract

22.1 INTELLECTUAL PROPERTY RIGHTS

1. All products and related solutions and fixes provided pursuant to this RFP shall be licensed according to the terms of the license agreement packaged with or otherwise applicable to such product, the ownership of which shall continue to vest with the Government of MP through MPRDC even after termination of Contract Agreement. IA would be responsible for arranging any licenses associated with the products.

2. Government of MP may implement the IPMS Solution/application in any of the Department/Agency under the control of Govt. of MP. IA shall provide unconditional support to Govt. of MP and respective Department/Agency for requirement assessment and planning for such implementation. IA shall study the requirements of such departments/agencies and provide detailed proposal with implementation methodology and cost. MPRDC or concerned department may engage third party agency or any expert agency under Govt. of MP to evaluate IA's Proposal and Cost. Govt. of MP may also decide to implement solution through third party agency but first right of refusal will be given to IA. If IA's proposal is accepted by the concerned department/agency, separate agreement shall be signed between IA and that department/agency. Payment for services shall be made directly by the department/agency to IA as per term and conditions of new agreement signed between them.

3. Bespoke development: The IPR rights for any bespoke development done during the term of the project will vest exclusively with the Government of MP through MPRDC.

4. Pre-existing work: All IPR including the source code and materials developed or otherwise obtained independently of the efforts of a Party or its sub-contractors under the contract agreement ("pre-existing work") including any enhancement or modification thereto may remain the sole property of that Party. During the performance of the services, each party grants to the other party (and their sub-contractors as necessary) a non-exclusive license to use, any of its pre-existing work provided to the other party solely for the performance of such services for duration of the Term of the Contract Agreement. Except as may be otherwise explicitly agreed to in a statement of services, upon payment in full, the Implementing Agency (IA) shall grant Government of MP through MPRDC a non-exclusive, perpetual, fully paid-up license to use the pre-existing work in the form delivered to MPRDC.

5. All the Intellectual Property Rights (IPR) in the third party software used in providing services including those forming part of or incorporated into the deliverables shall remain with the respective third party owners/ bidder's licensor and Government of MP through MPRDC shall have user rights in accordance with end user license agreement (EULA) as

applicable to use of such software for any of its infrastructure planning and development department/agency.

6. Residuals: In no event shall IA be precluded from independently developing for itself, or for others, anything, whether in tangible or non-tangible form, which is competitive with, or similar to, the deliverables, set-out in the Contract Agreement or Annexure. Subject to the confidentiality obligations, IA may use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are acquired or used in the course of providing the Services. However, IA will not use any proprietary or confidential information attained during this Project for its independent business.

22.2 APPLICABLE LAW

The contract shall be interpreted in accordance with the prevailing laws of the Govt. of India and the Government of M.P.

22.3 INSPECTIONS AND TESTS

1. The Competent Authority from MPRDC shall have the right to inspect the work done or to get it inspected by any agency at any stage during the contract period.

2. Pre-delivery inspection/testing will be done at the IAs site as approved by MPRDC and by the agency directed by the MPRDC. Post-delivery inspection/ testing of all the supplied deliverables will also be done by the agency directed by the MPRDC.

3. Agency for pre-delivery inspection/ testing & post-delivery inspection/ testing of all the supplied deliverables will be decided by the MPRDC.

4. The agency will submit detailed technological analysis report separately after pre and post-delivery inspection/testing of all the supplied deliverables. The Competent Authority from MPRDC reserves the right to accept or to reject the report as a whole or in parts.

22.4 GOVERNING LANGUAGE

All correspondences and other documents pertaining to the Project Implementation and Maintenance which are exchanged between the parties, shall be written in the English language.

22.5 COMPLETION OF PROJECT

1. Notwithstanding anything contained in the Bid Document, the Project shall be deemed to be completed only after each of the following Deliverables is handed over to the Competent Authority from MPRDC:

1.1. Approval from the Competent Authority of MPRDC after completion of project activities like hosting, installation and configuration of software, data entry, data migration, data scanning, training, etc.

1.2. All required activities as per specifications defined in the bid document including all changes agreed by MPRDC and MPPWD are delivered by the Implementation Agency and accepted by MPRDC.

1.3. All required system functionality as defined in the bid document including all changes agreed by MPPWD/MPRDC and delivered by the Implementation Agency and accepted by MPRDC.

1.4. All required documentation as defined in this bid document including all changes agreed by MPPWD/MPRDC and delivered by the Implementation Agency and accepted by MPRDC.

1.5. All required training as defined in this bid document including all changes agreed by MPPWD/MPRDC and delivered by the Implementation Agency and accepted by MPPWD.

1.6. All identified shortcomings/defects in the systems have been addressed to complete satisfaction of MPRDC.

1.7. Certification by a third-party testing agency appointed by MPRDC for Final Acceptance Testing.

2. In order to accept the system, MPRDC must be satisfied that all of the works have been completed and delivered as per agreed scope of work and that all aspects of the system perform acceptably as per defined SLAs.

3. The functional/logical acceptance of the system will only be certified when the proposed system is installed and configured according to the design and all the detailed procedures of operating them have been carried out by the Implementation Agency in the presence of MPPWD and MPRDC staff.

22.6 INDEMNIFICATION & LIMITATION OF LIABILITY

1. Implementation Agency (the "Indemnifying Party") shall undertake to indemnify, hold harmless the MPRDC (the "Indemnified Party") from and against all claims, third party IPR, liabilities, losses, expenses (including reasonable attorneys' fees), fines, penalties, taxes or damages (Collectively "Loss") on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or willful default in performance or non-performance under the Agreement.

2. If the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages, that may be finally awarded against Indemnified Party.

3. Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by:

   3.1. Indemnified Party's misuse or modification of the Service;

   3.2. Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party;

   3.3. Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party;

4. However, if any service, information, direction, specification or materials provided by Indemnified Party or any third party contracted to it, is or likely to be held to be infringing, Indemnifying Party shall at its expense and option, either:

   4.1. Procure the right for Indemnified Party to continue using it, or

   4.2. Replace it with a non-infringing equivalent, or

   4.3. Modify it to make it non-infringing.

5. The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement.

6. The indemnities set out in this Clause, shall be subject to the following conditions:

   6.1. the Indemnified Party, as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;

   6.2. the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense;

   6.3. if the Indemnifying Party does not assume full control over the Defense of a claim as provided in this Article, the Indemnifying Party may participate in such Defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses;

6.4. the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;

6.5. all settlements of claims subject to indemnification under this Clause will:

6.5.1. be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and

6.5.2. include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;

6.6. the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;

6.7. the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;

6.8. in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and

6.9. if a Party makes a claim under the indemnity set out under Clause 22.6.1 under this section above in respect of any particular Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages).

7. The liability of either Party (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to the Agreement, including the work, deliverables or Services covered by the Agreement, shall be the payment of direct damages only which shall in no event exceed one time the total contract value payable under the Contract Agreement. The liability cap given under this Clause shall not be applicable to the indemnification obligations set out in this clause "Indemnification and Limitation of Liability" and breach of Clause "Security and Safety" and Clause "Confidentiality".

8. In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) nor for any third party claims (other than those set-forth in this section) even if it has been advised of their possible existence.

9. The allocations of liability in this Section represent the agreed and bargained-for understanding of the parties and compensation for the Services reflects such allocations. Each Party has a duty to mitigate the damages and any amounts payable under an indemnity that would otherwise be recoverable from the other Party pursuant to the Contract Agreement by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts.

22.7 TERMINATION

22.7.1 Termination for Material Breach

1. In the event that either Party believes that the other Party is in Material Breach of its obligations, such aggrieved Party may terminate the Contract 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 MPRDC or Implementation Agency, as the case may be aggrieved party will have the option to issue 45 days termination notice. Any notice served pursuant to this Clause shall give reasonable details of the Material Breach, which could include the following events and the termination will become effective:

   1.1. If the Implementation Agency is not able to deliver the services as per the SLAs defined in RFP which translates into Material Breach, then the MPRDC may serve a 30 days' written notice for curing this Material Breach. In case the Material Breach continues, after the expiry of such notice period, MPRDC will have the option to terminate the Agreement. Further, the MPRDC may offer a reasonable opportunity to the Implementation Agency to explain the circumstances leading to such a breach.

   1.2. If there is a Material Breach by the MPRDC due which Implementing Agency is not able to deliver service(s) critical to fulfill contractual obligations and make the project successful, then the Implementation Agency will give a one month's notice for curing the Material Breach to the MPRDC. After the expiry of such notice period, the Implementation Agency will have option to reach Managing Director MPRDC for rectification of the issues. If issues are not resolved at the level of MD MPRDC to the level of satisfaction of IA in 15 days, a 30 days termination notice may be served by IA to MPRDC.

2. The MPRDC may by giving a one month's written notice, terminate the Agreement if a change of control of the Implementation Agency has taken place.

3. In the event that Implementation Agency undergoes such a change of control, MPRDC may, as an alternative to termination, require a full Performance Guarantee for the obligations of Implementation Agency by a guarantor acceptable to Purchaser or its nominated agencies. If such a guarantee is not furnished within 30 days of MPRDC's

demand, the MPRDC may exercise its right to terminate the Agreement in accordance with this Clause by giving 15 days further written notice to the Implementation Agency.

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

22.7.2 Effects of Termination

1. In the event that Purchaser terminates the Agreement pursuant to failure on the part of the Implementation Agency to comply with the conditions as contained in this Clause and depending on the event of default, Performance Guarantee furnished by Implementation Agency may be forfeited.

2. Upon termination of the Agreement, the Parties will comply with the conditions set out in "Exit Management" clause of the Agreement.

3. In the event that Purchaser or the Implementation Agency terminates the Agreement, the compensation will be decided in accordance with the Terms of Payment set out in the Agreement.

4. Purchaser agrees to pay Implementation Agency for

    4.1. all charges for Services Implementation Agency provides and any Deliverables and/or system (or part thereof) Implementation Agency delivers through termination and any charges at the tendered rate, for extension period beyond termination as decided by the MPRDC

    4.2. reimbursable expenses Implementation Agency incurs through termination.

5. If Purchaser terminates without cause, Purchaser also agrees to pay any applicable adjustment expenses to Implementation Agency incurs as a result of such termination (which Implementation Agency will take reasonable steps to mitigate.

6. In the event of termination of the Contract under clause "Termination for Convenience", the Purchaser shall pay to the IA the following amounts:

    6.1. the Contract Price, properly attributable to the parts of the System executed by the IA as of the date of termination;

    6.2. the costs reasonably incurred by the IA in the removal of the IA's Equipment from the site and in the repatriation of the IA's and its Subcontractors' personnel;

    6.3. any amount to be paid by the IA to its Subcontractors in connection with the termination of any subcontracts, including any cancellation charges;

    6.4. costs incurred by the IA in protecting the System and leaving the site in a clean and safe condition pursuant to Clause "Termination for Convenience"; and

6.5. the cost of satisfying all other obligations, commitments, and claims that the IA may in good faith have undertaken with third parties in connection with the Contract and that are not covered under Clauses "Effect of Termination" above.

22.7.3 Termination due to bankruptcy of Implementation Agency

The Purchaser may serve written notice on Implementation Agency at any time to terminate the Agreement with immediate effect in the event that the Implementation Agency reporting an apprehension of bankruptcy to the Purchaser or its nominated agencies

22.8 EXTENSION OF CONTRACT

After successful completion of 5 years of Operation and Maintenance phase, on mutual consent, the contract may be extended for a maximum period of 3 years with an increment of 10% of the 5th year's Operation and Maintenance Cost. Manpower support deployed during O&M phase (including helpdesk) will also be increased by 10% for next 3 years.

22.9 BIDDER PERSONNEL

The IA shall employ and provide such qualified and experienced personnel as may be required to perform the services under the agreement and to the satisfaction of the Competent Authority of MPRDC. The IA shall have Physical Office in Bhopal, MP during the entire duration of the contract.

22.10 SUB-CONTRACTORS

Implementation Agency shall be allowed to subcontract with prior written consent of MPPWD, only upto 50% of the project cost. Key Resources deployed during project implementation and all the resources deployed during O&M, shall not be outsources in any case. It is clarified that the Implementation Agency shall be the principal employer for all claims arising from the liabilities, statutory or otherwise, concerning the sub-contractors. The Implementation Agency undertakes to indemnify the MPRDC from any claims on the grounds stated hereinabove.

22.11 FRAUD AND CORRUPT PRACTICES

1. The Bidders/Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Purchaser shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice,

fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Purchaser shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidder's Proposal.

2. Without prejudice to the rights of the Purchaser under Clause above and the rights and remedies which the Purchaser may have under the LOI or the Agreement, if any Bidder or Implementation Agency, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Agreement, such Bidder or Implementation Agency shall not be eligible to participate in any tender or RFP issued by the Purchaser during a period of 2 (two) years from the date such Bidder or Implementation Agency, as the case may be, is found by the Purchaser to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

3. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

   3.1. "**corrupt practice**" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Purchaser who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Purchaser, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Purchaser in relation to any matter concerning the Project;

   3.2. "**fraudulent practice**" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

3.3. "**coercive practice**" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;

3.4. "**undesirable practice**" means (i) establishing contact with any person connected with or employed or engaged by Purchaser with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

3.5. "**restrictive practice**" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

22.12 CONFLICT OF INTEREST DURING IMPLEMENTATION

The Purchaser requires that the Implementation Agency provides solutions which at all times hold the Purchaser's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Systems Implementation Agency shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Purchaser.

22.13 CONFIDENTIALITY

1. The Purchaser or its nominated agencies shall allow the Implementation Agency to review and utilize highly confidential public records and the Implementation Agency shall maintain the highest level of secrecy, confidentiality and privacy with regard thereto.

2. Additionally, the Implementation Agency shall keep confidential all the details and information with regard to the Project, including systems, facilities, operations, management and maintenance of the systems/facilities.

3. The Purchaser or its nominated agencies shall retain all rights to prevent, stop and if required take the necessary punitive action against the Implementation Agency regarding any forbidden disclosure.

4. The Implementation Agency shall ensure that all its employees, agents and sub-contractors involved in the project, execute individual non-disclosure agreements, which have been duly approved by the Purchaser with respect to this Project. The implementing agency may submit a declaration that it has obtained the NDA from its employees.

5. For the avoidance of doubt, it is expressly clarified that the aforesaid provisions shall not apply to the following information:

5.1. information already available in the public domain;

5.2. information which has been developed independently by the Implementation Agency;

5.3. information which has been received from a third party who had the right to disclose the aforesaid information;

5.4. Information which has been disclosed to the public pursuant to a court order.

6. Any handover of the confidential information needs to be maintained in a list, both by Purchaser & IA, containing at the very minimum, the name of provider, recipient, date of generation of the data, date of handing over of data, mode of information, purpose and signatures of both parties.

7. Notwithstanding anything to the contrary mentioned hereinabove, the Implementation Agency shall have the right to share the Letter of Intent / work order provided to it by the Purchaser in relation to the Agreement, with its prospective purchasers solely for the purpose of and with the intent to evidence and support its work experience under the Agreement.

22.14 USE OF CONTRACT DOCUMENTS AND INFORMATION

1. The Implementation Agency shall not, without MPEDC's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the MPRDC in connection therewith, to any person other than a person employed by the Implementation Agency. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance of the contract.

2. Any document, other than the contract itself, shall remain the property of MPRDC and shall be returned (in all copies) to the MPRDC on completion of the Successful Bidder's performance under the contract.

22.15 FAILURE TO ABIDE BY THE AGREEMENT

The conditions stipulated in the agreement shall be strictly adhered to and violation of any of these conditions will entail termination of the contract and forfeiture of Performance Security without prejudice to the rights of the MPRDC with such penalties as specified in the agreement.

22.16 FORCE MAJEURE

1. A Force Majeure shall include, without limitation, the following:

    1.1. war, hostilities, or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy, and civil war;

1.2. strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine, and plague;

1.3. earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves, or other natural or physical disaster;

2. If either party is prevented, hindered, or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances of the event of Force Majeure within fourteen (14) days after the occurrence of such event.

3. The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered, or delayed. The time for achieving Final Acceptance shall be extended.

4. The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure upon its or their performance of the Contract and to fulfill its or their obligations under the Contract, but without prejudice to either party's right to terminate the Contract.

5. No delay or nonperformance by either party to this Contract caused by the occurrence of any event of Force Majeure shall - (a) constitute a default or breach of the Contract; (b) give rise to any claim for damages or additional cost or expense occasioned by the delay or nonperformance; if, and to the extent that, such delay or nonperformance is caused by the occurrence of an event of Force Majeure.

6. If the performance of the Contract is substantially prevented, hindered, or delayed for a single period of more than sixty (60) days on account of one or more events of Force Majeure during the time period covered by the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which, either party may terminate the Contract by giving a notice to the other.

7. In the event of termination pursuant to Force Majeure, the rights and obligations of the Purchaser and the IA shall be as specified in the clause titled Termination.

8. Notwithstanding Clause 21.16.4, Force Majeure shall not apply to any obligation of the Purchaser to make payments to the IA under the Agreement.

9. For the avoidance of doubt, it is expressly clarified that the failure on the part of the Implementation Agency under the Agreement or the SLA to implement any disaster contingency planning and back-up and other data safeguards in accordance with the terms of the Agreement or the SLA against natural disaster, fire, sabotage or other similar

occurrence shall not be deemed to be a Force Majeure event. For the avoidance of doubt, it is further clarified that any negligence in performance of Services which directly causes any breach of security like hacking aren't the forces of nature and hence wouldn't be qualified under the definition of "Force Majeure". In so far as applicable to the performance of Services, the IA will be solely responsible to complete the risk assessment and ensure implementation of adequate security hygiene, best practices, processes and technology to prevent any breach of security and any resulting liability therefrom (wherever applicable).

22.17 RESOLUTION OF DISPUTES

1. The MPRDC and the IA shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute that may arise between them under or in connection with the Contract.

2. If, after 30 days from the commencement of such informal negotiations, the MPRDC and the IA are unable to amicably resolve a contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism specified in the Clause below.

3. In all matters and disputes arising there under, the Madhya Pradesh Madhyastham Abhikaran Adhiniyam 1983 shall be the sole arbitrator to decide the claim and its decision shall be final and binding on both the parties. However, during the period of doubt, disagreement or dispute, the IA shall ensure that the Project works in a normal way. Such doubts, disputes and disagreement shall not give any reason or freedom to the IA to interfere in or prevent normal functioning of the Project.

22.18 LEGAL JURISDICTION

All legal disputes between the parties shall be subject to the jurisdiction of the courts situated in MP only. In case of arbitration, Madhya Pradesh Madhyastham Abhikaran Adhiniyam 1983 shall be the sole arbitrator .

22.19 TAXES & DUTIES

1. The Purchaser or its nominated agencies shall be responsible for withholding taxes from the amounts due and payable to the Implementation Agency wherever applicable. The Implementation Agency shall pay for all the taxes in connection with the Agreement, SLA, scope of work and any other engagement required to be undertaken as a part of the Agreement, including, but not limited to, property, sales, use, excise, value-added, goods and services, consumption and other similar taxes or duties.

2. The responsibility of obtaining all the necessary statutory clearances lies with the IA. The IA shall be solely responsible for all taxes, duties, license fees, octroi etc. regarding all the

items needed for completion of work assigned to him excluding GST. GST will be paid extra at actual.

22.20 LOCAL CONDITIONS

1. The IA shall be deemed, to have exhaustively examined the Bid Document, to obtain all information and clarifications on all matters whatsoever, that might affect the carrying out of the work and to have satisfied himself as to the adequacy of the Bid. The IA is deemed to have known the scope, nature and magnitude of the work and as to all work he has to complete in accordance with the contracts, whatever be the defects, omissions or errors that may be found in the Bid document.

2. Bidders/IA shall be deemed to have acquainted themselves/himself of Government of India's and Government of Madhya Pradesh's taxes & duties, laws, statutes, regulations, levies and other charges.

3. Any negligence or omission or failure on the part of the IA in obtaining necessary and reliable information as stated above or on any other matter affecting the IA shall not relieve him from any risks or liabilities or the entire responsibility for completion of the work in accordance with the Bid Document.

22.21 NOTICE

1. Any notice, request or consent required or permitted to be given or made in this contract shall be in writing. Any such notice/ request shall be deemed to have been given or made when delivered in person to the authorized representative of the party to whom the communication is addressed, or sent by registered mail, email to such party at the address specified below:

    1.1. In case of Competent Authority - MPRDC, Bhopal

    1.2. In case of IA (To be filled at the time of signing of the Contract):

    1.3. Notice will be deemed to be effective from the date of delivery.

22.22 WARRANTY AND MAINTENANCE

1. The IA shall provide a comprehensive warranty for duration of 60 months, commencing from the date when the system reaches "Final Go-Live" i.e. "Final Go- Live" + 60 months.

2. IA shall also provide complete maintenance support for all the solution components as outlined in this Bid for a period of Sixty months from the date of Go- live i.e. "Final Go-Live" + 60 months.

3. During the warranty period, the IA warrants that the services rendered under this contract are of most recent version and incorporate all recent improvements in design unless

provided otherwise in the contract. The IA further warrants that the services rendered under this contract shall have no defects arising from design, materials or workmanship.

4. Competent Authority shall promptly notify IA in writing of any claims arising under this warranty. Upon receipt of such notice, the IA shall, within the warranty period and with all reasonable speed, cure the defect without costs to Competent Authority and within time specified and acceptable to Competent Authority.

5. If IA, having been notified, fails to remedy the defect(s) within the period specified in the contract, Competent Authority of MPRDC may proceed to take such reasonable remedial action as may be necessary, at the IA's risk and expense and without prejudice to any other rights, which Competent Authority may have against the IA under the contract.

6. During the comprehensive warranty period, the IA will provide all product(s) and documentation updates, patches/ fixes, and version upgrades within 15 days of their availability and should carry out installation and make operational the same at no additional cost to Competent Authority.

7. The IA will have to ensure that:

   7.1. The implemented solution represents a complete, integrated solution meeting all the requirements as outlined in the Bid including amendments, if any, and provides the functionality and performance, as per the terms and conditions specified in the contract.

   7.2. The implemented solution will achieve parameters delineated in the technical specification/ requirement and shall be appropriately integrated to meet project requirements.

   7.3. It ensures the maintenance of the acceptance criterion/standards in respect of the systems during the warranty period.

22.23 SECURITY AND SAFETY

1. The Implementation Agency shall comply with the technical requirements of the relevant security, safety and other requirements specified in the Information Technology Act or Telegraph Act including the regulations issued by dept. of telecom (wherever applicable), IT Security Manual of the Purchaser as specifically stated in the RFP and follow the industry standards related to safety and security (including those as stated in the RFP), insofar as it applies to the provision of the Services.

2. Each Party to the SLA/Agreement shall also comply with MPRDC or the Government of India, and the respective State's security standards and policies in force from time to time at each location of which Purchaser or its nominated agencies make the Implementation Agency aware in writing insofar as the same apply to the provision of the Services.

3. The Parties to the SLA/Agreement shall use reasonable endeavours to report forthwith in writing to each other all identified attempts (whether successful or not) by unauthorized persons (including unauthorized persons who are employees of any Party) either to gain access to or interfere with the Purchaser as the case may be or any of their nominees data, facilities or Confidential Information.

4. The Implementation Agency shall upon reasonable request by the Purchaser as the case may be or their nominee(s) participate in regular meetings when safety and information technology security matters are reviewed.

5. As per the provisions of the SLA or the Agreement, the Implementation Agency shall promptly report in writing to the Purchaser or its nominated agencies, any act or omission which they are aware that could have an adverse effect on the proper conduct of safety and information technology security at the facilities of Purchaser as the case may be.

22.24 EXIT MANAGEMENT

1. The Implementation Agency shall, at least 6 months before the contract end date, submit "Exit Management Plan" to the Purchaser or its nominated agency, which shall deal with at least the following aspects of exit management in relation to the Contract Agreement as a whole and in relation to the Project Implementation, and the Operation and Management SLA.

   1.1. A detailed program of the transfer process that could be used in conjunction with a Replacement Implementation 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;

   1.2. plans for the communication with such of the Implementation Agency's sub-contractors, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on the Purchaser's operations as a result of undertaking the transfer;

   1.3. where applicable, proposed arrangements for the segregation of the Implementation Agency's networks from the networks employed by Purchaser and identification of specific security tasks necessary at termination;

   1.4. Plans for provision of contingent support to Purchaser, and Replacement Implementation Agency for a reasonable period after transfer.

2. The Implementation Agency shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date.

3. Each Exit Management Plan shall be presented by the Implementation Agency to and approved by the Purchaser or its nominated agencies.

4. The terms of payment as stated in the Terms of Payment Schedule include the costs of the Implementation Agency complying with its obligations under this Schedule.

5. In the event of termination or <mark>expiry of</mark> Contract Agreement, and Project Implementation, each Party shall comply with the Exit Management Plan.

6. During the exit management period, the Implementation Agency shall use its best efforts to deliver the services.

7. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule.

8. This Exit Management plan shall be furnished in writing to the Purchaser or its nominated agencies within 90 days from the Effective Date of the Agreement.

22.24.1   Transfer of Assets

1. Purchaser shall be entitled to serve notice in writing on the IA at any time during the exit management period as detailed hereinabove requiring the IA and/or its sub- contractors to provide the Purchaser with a complete and up to date list of the Assets within 30 days of such notice.

2. Purchaser shall then be entitled to serve notice in writing on the IA at any time prior to the date that is 30 days prior to the end of the exit management period requiring the IA to sell the Assets, if any, to be transferred to Purchaser or its nominated agencies at book value as determined as of the date of such notice in accordance with the provisions of relevant laws.

3. In case of contract being terminated by Purchaser, Purchaser reserves the right to ask IA to continue running the project operations for a period of 6 months after termination orders are issued.

4. Upon service of a notice under this Article the following provisions shall apply:

   4.1. in the event, if the Assets to be transferred are mortgaged to any financial institutions by the IA, the IA shall ensure that all such liens and liabilities have been cleared beyond doubt, prior to such transfer. All documents regarding the discharge of such lien and liabilities shall be furnished to the Purchaser.

   4.2. All risk in and title to the Assets to be transferred / to be purchased by the Purchaser pursuant to this Article shall be transferred to Purchaser, on the last day of the exit management period.

   4.3. Purchaser shall pay to the IA on the last day of the exit management period such sum representing the Net Block (procurement price less depreciation as per provisions of

Companies Act) of the Assets to be transferred as stated in the Terms of Payment Schedule.

4.4. Payment to the outgoing IA shall be made to the tune of last set of completed services / deliverables, subject to SLA requirements.

4.5. The outgoing IA will pass on to Purchaser and/or to the Replacement IA, the subsisting rights in any leased properties/ licensed products on terms not less favorable to Purchaser/ Replacement IA, than that enjoyed by the outgoing IA.

22.24.2   Cooperation and Provision of Information

1. During the exit management period:

1.1. The Implementation Agency will allow the Purchaser 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 Purchaser to assess the existing services being delivered;

1.2. promptly on reasonable request by the Purchaser, the IA shall provide access to and copies of all information held or controlled by them which they have prepared or maintained in accordance with the agreement relating to any material aspect of the services (whether provided by the Implementation Agency or sub-contractors appointed by the Implementation Agency). The Purchaser shall be entitled to copy of all such information. Such information shall include details pertaining to the services rendered and other performance data. The Implementation Agency shall permit the Purchaser or its nominated agencies to have reasonable access to its employees and facilities as reasonably required by the Authority to understand the methods of delivery of the services employed by the Implementation Agency and to assist appropriate knowledge transfer.

22.24.3   Confidential Information, Security and Data

1. The Implementation Agency will promptly on the commencement of the exit management period supply to the Purchaser or its nominated agency the following:

1.1. information relating to the current services rendered and customer and performance data relating to the performance of subcontractors in relation to the services;

1.2. documentation relating to Intellectual Property Rights;

1.3. documentation relating to sub-contractors;

1.4. all current and updated data as is reasonably required for purposes of Purchaser or its nominated agencies transitioning the services to its Replacement Implementation

Agency in a readily available format nominated by the Purchaser, its nominated agency;

1.5. all other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable Purchaser or its nominated agencies, or its Replacement Implementation Agency to carry out due diligence in order to transition the provision of the Services to Purchaser or its nominated agencies, or its Replacement Implementation Agency (as the case may be).

2. Before the expiry of the exit management period, the Implementation Agency shall deliver to the Purchaser or its nominated agency all new or up-dated materials from the categories set out in the Contract Agreement and shall not retain any copies thereof, except that the Implementation Agency shall be permitted to retain one copy of such materials for archival purposes only.

3. Before the expiry of the exit management period, unless otherwise provided under the Contract Agreement, the Purchaser or its nominated agency shall deliver to the Implementation Agency all forms of Implementation Agency confidential information, which is in the possession or control of the Authority or its users.

4. Promptly on reasonable request at any time during the exit management period, the Implementation Agency shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to the Purchaser or its nominated agency a list of all employees (with job titles) of the Implementation Agency dedicated to providing the services at the commencement of the exit management period.

22.24.4   Transfer of Certain Agreements

On request by the Purchaser or its nominated agency the Implementation Agency shall effect such assignments, transfers, licences and sub-licences as the Authority may require in favour of the Authority or its Replacement Implementation Agency in relation to any equipment lease, maintenance or service provision agreement between Implementation Agency and third party lessors, vendors, and which are related to the services and reasonably necessary for the carrying out of replacement services by the Purchaser or its nominated agency or its Replacement Implementation Agency.

22.24.5   Right of Access to Premises

1. At any time during the exit management period, where Assets are located at the Implementation Agency's premises, the Implementation Agency will be obliged to give reasonable rights of access to (or, in the case of Assets located on a third party's premises,

procure reasonable rights of access to) the Purchaser or its nominated agency and/or any Replacement Implementation Agency in order to make an inventory of the Assets.

2. The Implementation Agency shall also give the Purchaser or its nominated agency or its nominated agencies, or any Replacement Implementation Agency right of reasonable access to the Implementation Agency's premises and shall procure the Purchaser or its nominated agency or its nominated agencies and any Replacement Implementation Agency rights of access to relevant third party premises during the exit management period and for such period of time following termination or expiry of the contract Agreement as is reasonably necessary to migrate the services to the Purchaser or its nominated agency, or a Replacement Implementation Agency.

22.24.6 General Obligations of the Implementation Agency

1. The Implementation Agency shall provide all such information as may reasonably be necessary to effect as seamless a handover as practicable in the circumstances to the Purchaser or its nominated agency or its Replacement Implementation Agency and which the Implementation Agency has in its possession or control at any time during the exit management period.

2. Anything in the possession or control of any Implementation Agency, associated entity, or subcontractor is deemed to be in the possession or control of the Implementation Agency.

3. The Implementation Agency shall commit adequate resources to comply with its obligations under this Exit Management Schedule.

22.25 REPRESENTATION AND WARRANTIES OF MPRDC

1. MPRDC hereby represents and warrants to the Implementation Agency as follows:

   1.1. it has full power and authority to execute, deliver and perform its obligations under the Agreement and to carry out the transactions contemplated herein and that it shall take all actions necessary to execute the Agreement, exercise its rights and perform its obligations, under the Agreement and carry out the transactions contemplated hereby;

   1.2. it shall take all necessary actions under Applicable Law to authorize the execution, delivery and performance of the Contract Agreement and to validly exercise its rights and perform its obligations under the Agreement;

   1.3. it has the financial standing and capacity to perform its obligations under the Agreement;

   1.4. the Agreement shall be duly executed by it and shall constitute a legal, valid and binding obligation enforceable against it in accordance with the terms hereof and its

obligations under the Agreement shall be legally valid, binding and enforceable obligations against it in accordance with the terms thereof;

1.5. the execution, delivery and performance of the Agreement shall not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;

1.6. there are no actions, suits or proceedings pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the default or breach of the Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform its material (including any payment) obligations under the Agreement;

1.7. it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Instrumentality which may result in any material adverse effect on the Implementation Agency's ability to perform its obligations under the Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under the Agreement.

22.26 REPRESENTATIONS AND WARRANTIES OF THE IMPLEMENTATION AGENCY

1. The Implementation Agency hereby represents and warrants to the Purchaser as follows:

1.1. it is duly organized and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under the Agreement and to carry out the transactions contemplated thereby;

1.2. it has taken/shall take all necessary corporate and other actions under Applicable Laws to authorize the execution and delivery of the Agreement and to validly exercise its rights and perform its obligations under the Agreement;

1.3. the Agreement shall be duly executed by it and constitute its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under the Agreement shall be legally valid, binding and enforceable obligations against it in accordance with the terms hereof;

1.4. the execution, delivery and performance of the Agreement shall not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the terms of its Memorandum and Articles of Association or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding,

decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;

1.5. there are no actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of the Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its material obligations under the Agreement;

1.6. it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any government instrumentality which may result in any material adverse effect on its ability to perform its obligations under the Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under the Agreement;

1.7. it has complied with Applicable Law in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have a material adverse effect on its ability to perform its obligations under the Agreement;

1.8. no representation or warranty by it contained herein or in any other document furnished by it to the Purchaser or to any government instrumentality in relation to the Required Consents contains or shall contain any untrue or misleading statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading; and

1.9. no sums, in cash or kind, have been paid or shall be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for entering into the Agreement or for influencing or attempting to influence any officer or employee of the Purchaser in connection therewith.

23 Roles & Responsibilities

23.1 RESPONSIBILITIES OF MPRDC

1. As an owner of the Project, the role of MPRDC in the successful implementation of the project includes discharging the following responsibilities:

    1.1. Owning the core and critical assets of the Project;

    1.2. Approving the budget and releasing the funds required for the Project;

    1.3. Facilitate and/or approve the deputation of employees for the Project;

1.4. Constituting a Project Implementation Committee and Project Management Unit (PMU) for facilitating smooth implementation of the Project;

1.5. Reviewing the performance of the Implementation Agency through the PMU;

1.6. Issuing directions to the PMU and IA as may be needed;

1.7. Identifying & nominating appropriate personnel to participate in the User Acceptance Testing;

1.8. Engaging a third party for acceptance testing and audit of security & controls of the application & infrastructure established under the project;

1.9. Facilitate the training programs that will be conducted by the IA and other agencies at all the implementation sites;

1.10. Facilitate Change Management efforts by issuing of circulars, instructions, etc., to effect changes to existing roles and responsibilities of employees, adoption of reengineered processes in participating divisions and such other matters as may be necessary from time to time;

1.11. Coordinating with external agencies for the smooth operations of the Project;

1.12. Ensuring that all the legal amendments are carried out where occasioned by the re-designed processes;

1.13. Periodic review and testing of SLA Monitoring System implemented by IA for accuracy and completeness in the reports generated from the system.

23.2 RESPONSIBILITIES OF IMPLEMENTATION AGENCY

The responsibilities of IA are as specified in the Scope of Work section of Part II of this RFP.

24 Payments

2. All payments will be made on submission of bills (in two copies) by the IA to the MPRDC. The MPRDC will examine all bills thoroughly as per the terms & conditions of RFP. Electronic Payment/RTGS will be made in the name of IA as per details provided in the bill/demand note and after deducting the service taxes/penalties (as applicable) in accordance with the provisions in this RFP document. All remittance charges will be borne by the IA.

3. Any penalties/liquidated damages imposed on the IA for non-performance, as per the criterion mentioned in this bid document, will be deducted from the payments for the respective period. All applicable taxes will be deducted at source as per the prevalent rules & regulations at the time of making payments to the IA during the respective billing cycles.

4. All invoices raised by IA shall be processed for payment by MPRDC within Forty five (45) days of submission after acceptance. MPRDC shall be entitled to delay or withhold payment of any invoice or part of it, where MPRDC disputes such invoice or part of it provided that such dispute is bona fide. The withheld amount shall be limited to that which is in dispute. In the event of dispute, MPRDC shall notify IA reasons for disputing any amount within Thirty (30) days after receipt of applicable invoice, whereupon both Parties shall promptly seek to resolve the dispute by mutual discussion.

24.1 PAYMENT SCHEDULE

The payment to the Implementing Agency shall be made as under:

24.1.1 Payment for application development, supply, installation, acceptance all the locations and Go-Live

Milestone	Weightage (in %) of Project Cost excluding Cost of Project Support Manpower during O&M and Change Request Cost.	Condition/ Event
M1 – Project Inception, Study, Planning and Designing	5%	1. Submission of Detailed project plan for study, design, development & implementation of application system, Infrastructure, Digitization, Training & Change Management with implementation milestones. 2. Submission of SRS with Technical / System Design Document 3. Approval of Project plan with SRS by MPRDC. 4. Deployment of all the Key and Non-key resources required for Project Implementation.
M2 – Successful Implementation of Phase 1	20%	1. Successful Implementation of Phase 1 of IPMS after User Acceptance Testing, in all the project offices, 2. Training of MPPWD and MPRDC Staff completed for phase 1, 3. Data Digitization/migration completed as required for Phase 1, 4. Application is hosted on Cloud Infrastructure provided by MPSEDC 5. Application is accessible from all the office of MPPWD and MPRDC.
M3 – Successful Implementation of Phase 2	40%	1. Successful Implementation of Phase 2 of IPMS after User Acceptance Testing, in all the project offices, 2. Training of MPPWD and MPRDC Staff completed for phase 2, 3. Data Digitization/migration completed as required for Phase 2, 4. Application Phase 2 is accessible from all the office of MPPWD and MPRDC. 5. Security Certificate is obtained satisfying all the conditions mentioned in the agreement.

M4 – Successful Implementation of Phase 3 with Go live Certification.	**20%**	1. Successful Implementation of Phase 3 of IPMS after User Acceptance Testing, in all the project offices, 2. Training of MPPWD and MPRDC Staff completed for phase 3, 3. Data Digitization/migration completed as required for Phase 3, 4. Application Phase 3 is accessible from all the office of MPPWD and MPRDC. 5. Security Certificate is obtained satisfying all the conditions mentioned in the agreement. 6. Final Acceptance Testing is completed. 7. Go-live certificate obtained by IA 8. All the documents and deliverables submitted by IA and accepted by MPRDC as per contract agreement.
M5 -Operation and Maintenance	**15%**	15% of amount due to Implementing Agency will be held back during the warranty support period and will be released in 20 equal quarterly installments during the O&M phase (5 Years) of the project. Bidder may claim this amount on prorated basis by submitting a performance bank guarantee of equal/remaining amount for 5 years.

NOTE: The payment for the Software and other components as supplied and deployed by the Implementing Agency during the respective phases of the project as mentioned in the RFP shall be made as per the table mentioned above and only after successful completion of the respective phase. For this purpose, the item-wise price for the respective item, as quoted by the bidder in the financial bid, will be taken into account.

24.1.2 Payment for Operation and Maintaining till 5 years after Go-Live

Payment will be made in equal quarterly installments of the total value quoted for Operation and Maintenance for 5 years by IA. A quarter will be fixed as January to March, April to June, July and September and October to December. Remaining months till next quarter after Official Go Live date, shall be paid on pro-rata basis.

24.1.3 Payments for Change Request handling

Payments for Change Request handling after Go-live will be made separately. After each incidence making desired changes in application software as per requirement of MPRDC and approval of same by MPRDC, IA shall submit invoice for Change Request Handing along with quarterly O&M service invoice. Change Acceptance Letter(s) mentioning approved charges and signed by competent authority, shall be submitted with the invoice.

24.1.4 Payments for Project Support Manpower

Payments for Project Support Manpower after Go-live will be made as additional on quarterly basis as per actual deployment. IA will submit manpower charges for the manpower actually deployed at MPPWD locations, in Quarterly Invoices. IA will specifically mention name, designation and working months/days of each deployed manpower in that quarter as separate line item in the quarterly invoice. Attendance Sheet (or Attendance Certificate) approved by competent authority, shall also be submitted along with quarterly invoice.

Note:

- No Advance payment shall be made in any stage.

- All the invoices shall be submitted in INR only.

- GST shall be paid as extra on prevailing rates.

- Mobilization advance upto 5% of the Project Implementation Cost may be provided only after submission of additional performance security of equal amount in favour of MPRDC.

Part IV
Annexures (Bidding Forms) and Appendix

25 Annexure

Annexure A: Bid Covering Letter
Annexure B: Bid Form
Annexure C: Prequalification Form
Annexure D: Technical Bid Covering Letter
Annexure E: Project Citation Form
Annexure F: Detail of Projects
Annexure G: Undertaking by the HR manager/Authorized officer
Annexure H: Proposed Work Plan
Annexure I: Financial Bid Covering Letter
Annexure J: Financial Bid – Item-wise Price Schedule
Annexure K: Format of Bank Guarantee for Performance Security
Annexure L: Details of Components Offered
Annexure M: Profile Key Resources
Annexure N: List of Professionals to be deployed
Annexure O: Bidder Authorization Certificate
Annexure P: Self – Declaration for Non-blacklisting
Annexure Q: Certificate of Conformity
Annexure R: Manufacturer's Authorization Form
Annexure S: Power of Attorney to Lead Bidder
Annexure T: Consortium Agreement Form

25.1 ANNEXURE – A : BID COVERING LETTER

BID COVERING LETTER

Bid No.

To,

      Chief Engineer,
      Procurement,
      MPRDC, Bhopal

Sub/ Ref: Submission of Bid for Integrated Project Management System in MPRDC and MPPWD.

Dear Sir,

Having examined the Bid document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the Professional services as required and outlined in the Bid for Integrated Project Management System (IPMS) in MPRDC and MPPWD, Govt. of Madhya Pradesh. To meet such requirements and provide such services as required are set out in the Bid document, we submit hereto the Bid Proposal as required by the RFP document.

We confirm that the information contained in this bid or any part thereof and other documents and instruments delivered or to be delivered to the MPRDC is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead as to any material fact.

We agree that MPRDC is not bound to accept the lowest or any Bid response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ service specified in the Bid response without assigning any reason whatsoever. It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company/ firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

(Signature)

(In the capacity of)…………………………………………………..

Duly authorized to sign the Bid Response for and on behalf of: (Name and Address of Company)

Seal/Stamp of bidder

Witness Signature:

Witness Name:

Witness Address:

CERTIFICATE AS TO AUTHORISED SIGNATORIES

I, certify that I am …………………………… of the ………………., and that ……………………who signed the above Bid is authorized to bind the corporation by authority of its governing body.

Date:

Place:

Name and Designation with Seal

25.2 ANNEXURE – B : BID FORM

BID FORM

Addressed to: Chief Engineer, Procurement, MPRDC, Bhopal

a.	Name of the Issuing Authority	Chief Engineer, Procurement, MPRDC, Bhopal
b.	Address	MPRDC, Jail Road, Arera Hills, Bhopal

1. RFP Reference

1.	Name of Bidder			
2.	Details of the authorized contact person of the Bidder.			
3.	Registered Office Address			
4.	Year of Establishment			
5.	Type of Firm	Public Limited/Private Limited /Partnership		
6.	Telephone Number(s)			
7.	Email Address			
8.	Website			
9.	Year-wise financial turnover from Software/IT/ITES Business	2019-20	2020-21	2021-22
10.	Manpower Strength: IT/ICT professionals on its regular payroll for software development as on the date of publication of this NIT			
11.	ISO 9001:2015 Certification No. and Validity till.			
12.	CMMi Level 3 certification No. and Validity till.			

2. **Detail of Software Development/Customization** for Project Management System for any Civil Infrastructure (Road, Building, Bridge, Rail, Dam, Canal or Pipeline) Development Agency or Department under State or Central Government in last 10 years from the date of this NIT.

S.No.	Name of the Department with address, Name of contact person and telephone numbers	Description of project	Responsibility or Role of the bidder in the project	Order Value (Rs)	Project Status on bid submission Date

					(Completed/ Ongoing)
1.					
2.					
3.					

(Please attach completion certificates from the concerned department/company)

3. The Bid document fee amounting to Rs. _____ as mentioned in the Data sheet has been deposited online on www.mptenders.gov.in vide receipt no. _____ dated _____

4. Earnest Money Deposit amounting to Rs. _____ mentioned in the Data sheet has been deposited online on www.mptenders.gov.in vide receipt no. _____ dated _____ .

5. The rates quoted are valid up to _____ (subject to bid validity period as mentioned in the data sheet from the last date of bid submission). The validity can be extended with mutual agreement.

6. We agree to abide by all the conditions mentioned in this RFP issued by the bid issuing Authority and also the further conditions of the said Bid Notice given in the attached sheets (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein).

7. We accept payment modality as mentioned in the bid document.

8. Technical Bid, duly filled and signed, is enclosed with this Bid form along with Terms & Conditions in token of acceptance.

We believe and agree in good faith that the decision of Tendering Authority will be final and will be binding on us.

Dated:
Name of the Bidder:
Place:
Sign & Seal:

                              Note: Please add separate pages as Annexure, if required.

25.3 ANNEXURE – C : PREQUALIFICATION FORM

PRE-QUALIFICATION FORM

Bid No.

A. Particulars of the organization

1 Name of the organization:
2 Registered Address:
3 Contact No. (s):
4 Email and Website:
5 Legal status: (Attach supporting document)
6 In case the organization is a public sector undertaking, indicate the percentage share of Govt. holding:

B. Particulars of Authorization of the person signing these documents on behalf of the bidder.

1. Name, designation and address of the authorized person:

2. Name, designation and address of the person authorizing for signing the document:

3. Details of documents showing that the persons mentioned in entry B(2) above, is authorized to issue such authority:

4. Type/form of the issued authority (Whether power of attorney/Authorization letter etc.):

5. Extent of liability covered under this Authority (Give exhaustive list of liabilities covered):

Note: Please enclose the original authorisation document

C. Pre-Qualification Status and Document References:

Sr. No.	Basic Requirement	Documents Required	Attached (Yes/No)	Page No.
1	Legal Entity	Copy of : — Incorporation/ Registration certificate along with MoA/Bylaws (or similar document); — PAN Card; and — GST Registration		
2	Turnover	Certificate from Statutory Auditor certifying required Average Annual Turnover from Software/IT/ITES Services along with a copy of Audited Financial Statements of last three financial years (2016-17, 2017-18 and 2018-19) must be enclosed.		
3	Net worth	Extracts from the audited Balance Sheet and Profit & Loss Accounts along with a Certificate from the statutory auditor must be enclosed.		
4	Technical Capability	The bidder should attach copies of the customer purchase orders and completion certificates/performance fulfillment certificate of relevant assignments issued by respective clients.		
5	Manpower Strength	An undertaking on Letterhead of the Company by the HR manager/Authorized officer of the company should be furnished.		
6	Certification	Copy of same should be submitted.		
7	Debarment	Self-certification by authorized signatory of the bidder.		
8	Local Presence	Bidder should provide Proof of Local presence or a self-declaration letter by an authorized signatory for local office presence.		

D. Other Relevant Information:

1. Turnover for the last 3 financial years from IT and ITES Services:

Sl. No.	Financial Year	Total Annual Turnover (in Rupees)	Segregated Turnover from Software/IT/ITES		
			System Integration	Application Development	Other Operation in IT Sector
	2019-20				
	2020-21				
	2021-22				
	Average Annual Turnover of 3 Years.				

Note: Please attach Audited Balance Sheets and Profit and Loss Statements during these 3 financial years, duly audited by Statutory Auditor.

2. Following are the IT/ITES projects in the Govt./PSUs sector in last 10 years from the date of NIT.

No.	Project Name	Name of concerned Govt. Agency/PSU	Total Project/ contract Value in Rs.	Contract Award Date and Work Completion Date	Brief detail of solution implemented in the project.	Relevant Certificates enclosed on Page No. of Tech. Bid
1						
2						
3						

3. Following are the IT/ITES projects in the Govt./PSUs sector, where Project Management System has been implemented Civil Infra (Road, Building, Bridge, Rail, Dam, Canal or Pipeline) sector in last 10 years from the date of NIT.

No.	Project Name	Name of concerned Govt. Agency/PSU	Total Project/ contract Value in Rs.	Contract Award Date and Work Completion Date	Name of Product implemented as PMS	Relevant Certificates enclosed on Page No. of Tech. Bid
1						
2						
3						

4. Total number of Application developers/ technical experts working on regular payroll at present in the company are ……………….

5. Copy of ISO 9001:2015 Certificate with registration/certification No. as …………… No. and Validity till ………………. attached on page ……………..

6. Copy of CMMi Level 3 Certificate with registration/certification No. as …………… No. and Validity till ………………. attached on page ……………..

7. Names, Designations, Addresses, Email, Telephone numbers of offices, as well as residences of key officials dealing with the project

S.No.	Name, Designation and Address (Office, Residence)	Contact Detail		Extent of Responsibility in this Project
		Phone/ Mobile	Email	

Date:
Place: Name and Designation with Seal

25.4 ANNEXURE – D : TECHNICAL BID COVERING LETTER

TECHNICAL BID COVERING LETTER

Bid No.

To,

Chief Engineer,
Procurement,
MPRDC, Bhopal

Sub/ Ref: Submission of Technical Bid for Integrated Project Management System in MPRDC and MPPWD.

Dear Sir,

Having examined the Bid document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the Professional services as required and outlined in the Bid for Integrated Project Management System (IPMS) in MPRDC and MPPWD, Govt. of Madhya Pradesh. To meet such requirements and provide such services as required are set out in the Bid document, we attach hereto the Bid technical response as required by the Bid document, which constitutes our proposal.

We undertake, if our proposal is accepted, we will obtain a performance security issued by a nationalized bank in India, acceptable to MPRDC, for a sum equivalent to 10% of the total price as quoted in our financial proposal for the due performance of the contract.

We agree for unconditional acceptance of all the terms and conditions set out in the Bid document and also agree to abide by this Bid response for a period of 180 days from the date fixed for Bid Submission and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed, this Bid response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and the MPRDC.

We confirm that the information contained in this Bid or any part thereof and other documents and instruments delivered or to be delivered to the MPRDC is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead as to any material fact.

We agree that MPRDC is not bound to accept the lowest or any Bid response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ service specified in the Bid response without assigning any reason whatsoever. It is hereby

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

The Technical Specifications are appended herewith.

Dated this Day of < >

(Signature)

(In the capacity of)…………………………………………………..

Duly authorized to sign the Bid Response for and on behalf of: (Name and Address of Company)

Seal/Stamp of bidder

Witness Signature:

Witness Name:

Witness Address:

CERTIFICATE AS TO AUTHORISED SIGNATORIES

I, certify that I am …………………………… of the …………………, and that ……………………who signed the above Bid is authorized to bind the corporation by authority of its governing body.

Date:

Place:

Name and Designation with Seal

25.5 ANNEXURE – E : PROJECT CITATION FORM

Project Citation Form

Bid No.

Summary Profile of all the Eligible Projects submitted for Evaluation.

Relevant IT project experience (provide no more than 10 projects in the last 10 years)	
General Information	
Name of the project	
Client for which the project was executed	
Whether the Client is an Government Agency?	
Name and contact details of the client (phone, email)	
Project Details	
Description of the project	
Scope of services	
Technologies used	
Outcomes of the project	
Other Details	
Total cost of the project	
Total payment received against services till the date bid submission (for ongoing projects)	
Duration of the project (no. of months, start date, completion date, current status)	
Other Relevant Information	
Letter from the client to indicate the successful completion of the projects	
Copy of Work Order	

The bidder will have to attach full details of eligible Projects of value more than Rs. 6 crores as Annexure to this list. The bidder shall attach completion certificates for above-mentioned projects to substantiate the evidence of completion.

(Date: Place: Name and Designation with Seal)

25.6 ANNEXURE – F : DETAIL OF PROJECTS

Detail of Projects for Technical Evaluation

1. Successful Development/Customization and implementation of IT/Web based Project Management System for any Civil Infrastructure (Road, Building, Bridge, Rail, Dam, Canal or Pipeline) Development Agency or Department under State or Central Government in last 10 years from the date of this NIT. Value of such projects should be at least Rs. 6 Crore.

No.	Project Name	Name of concerned Govt. Agency/PSU	Total Project/ contract Value in Rs.	Contract Award Date and Work Completion Date	Name of Product implemented as PMS	Project Citation From (Annexure E) and Relevant Certificates enclosed on Page No. of Tech. Bid
1						
2						
3						

2. Successful Development/Customization and implementation of at least One IT/Web based Project Management System for Central or any State PWD or Government Agency Engaged in Construction of Roads/Buildings in last 10 years from the date of this NIT. Value of such projects should be at least Rs. 6 Crore.

No.	Project Name	Name of concerned Govt. Agency/PSU	Total Project/ contract Value in Rs.	Contract Award Date and Work Completion Date	Name of Product implemented as PMS	Project Citation From (Annexure E) and Relevant Certificates enclosed on Page No. of Tech. Bid
1						
2						
3						

3. Provide Project detail of each of the above project in Project Citation From (Annexure E).

25.7 ANNEXURE – G : UNDERTAKING BY HR MANAGER

Undertaking by HR Manager/Authorized Officer

(On Company Letter Head)

To,

      Chief Engineer,
      Procurement,
      MPRDC, Bhopal

Sub/ Ref: Undertaking on total number of developers/technical experts on regular payroll.

Dear Sir,

This is to certify that (Name of Company) a company incorporated under Companies Act,……. having registered office at (Address of Company) as on bid (Integrated Project Management System for MPRDC and MPPWD) submission date_____,_ has ………………. full time application developers or IT Technical Expert on its regular payroll. Company is ready to submit relevant documents requested by MPRDC, to substantiate it.

Yours Sincerely,

Name and Designation with Seal
Date:
Place:

25.8 ANNEXURE – H : PROPOSED WORK PLAN

Proposed Work Plan

Bid No.

TIME SCHEDULE FOR VARIOUS TASKS

No	Activity[1]	Calendar Months												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														
N														

Date:

Place:

Name and Designation with Seal

25.9 ANNEXURE – I : FINANCIAL BID COVERING LETTER
FINANCIAL BID COVERING LETTER

Bid No. ………………

Date: ………………

To,

Chief Engineer,
Procurement,
MPRDC, Bhopal

Sub/ Ref: Submission of Bid for Designing, Developing, Implementing and Maintaining Integrated Project Management System MPPWD, Govt. of MP.

Dear Sir/Madam,

We, the undersigned, offer to provide the Implementation services for Integrated Project Management System in MPRDC and MPPWD in accordance with your Request for Proposal dated <<Date>> and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal (Annexure "J") is for the sum of our quoted value, which is as follows:

Total Bid Price (as mentioned in Table C of Annexure-J)
(In Figures) Rs.
(In Words) Rs.

This amount is inclusive of all the taxes excluding GST.

1.   PRICE AND VALIDITY

All the prices mentioned in our Bid are in accordance with the terms as specified in the RFP documents. All the prices and other terms and conditions of this Bid are valid for a period of 180 days from the date of opening of the Bid.

We hereby confirm that our prices include all taxes. However, all the taxes are quoted separately under relevant sections.

We understand that the actual payment would be made as per the existing indirect tax rates during the time of payment.

2.   UNIT RATES

We have indicated in the relevant forms enclosed, the unit rates for the purpose of on account of payment as well as for price adjustment in case of any increase to / decrease from the scope of work under the contract.

3.   BID PRICING

We further confirm that the prices stated in our bid are in accordance with your Instruction to Bidders included in Bid documents.

4.   QUALIFYING DATA

We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/documentary proof in this regard before evaluation of our Bid, we agree to furnish the same in time to your satisfaction.

5.   BID PRICE

We declare that our Bid Price is for the entire scope of the work as specified in the bid document. These prices are indicated with our Bid as part of the proposal.

6.   PERFORMANCE SECURITY

We hereby declare that in case the contract is awarded to us, we shall submit the Performance Bank Guarantee as specified in the Annexure K of this RFP document.

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, i.e., [Date].

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

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

We understand that our Bid is binding on us and that you are not bound to accept a Bid you receive.

Thanking you,

(Signature)

(In the capacity of)…………………………………………………..
Duly authorized to sign the Bid Response for and on behalf of:
(Name and Address of Company)

Seal/Stamp of bidder

CERTIFICATE AS TO AUTHORISED SIGNATORIES

I, certify that I am …………………………… of the …………………., and that ..……………………………… who
signed the above Bid is authorized to bind the corporation by authority of its governing body.

Date:

Place:

Name and Designation with Seal

25.10 ANNEXURE – J : FINANCIAL BID – ITEMWISE PRICE SCHEDULE

FINANCIAL BID – Item Wise Price Schedule

Part A. Project Implementation Cost - Financial Bid for supply, installation, commissioning, training, data digitization, etc.

A1: Implementation Cost - Bid Price for Software, Application Development/Customization, Hosting, etc.

S.No.	Software, Application Development/Customization and Cloud Hosting Cost for 1 year	Qty (A)	Specifications	Base Unit Cost in INR Including all applicable Taxes (B)	Total Cost in INR Including all applicable Taxes (C = A X B)
1	**Development/Customization cost of proposed software solution for IPMS**				
1.1	Licensing Cost (if any)				
1.2	Development/Customization Cost				
1.3	Any Cost related to Solution				
A1: Total (In Figures) – Rs.					

* 3 Months Cloud hosting cost is being added in anticipation of statewide roll out of the project with optimum utilization of cloud infrastructure before Go-live and commencement of O&M Phase. Payment shall be made as per actual deployment of Cloud services before Go-live.

A2: Project Implementation Cost - Bid Price for User Trainings

Sr. No	Trainings	Duration	No. of Batches (A)	Cost per Batch Inclusive all Taxes (B)	Total Training Cost (C = A x B)
1	Project Orientation Workshop in Bhopal	One Day	3		
2	Core Application Trainings and Zonal HQ	One Day	30		

3	Technical Training on Application Maintenance, User Management, Hardware Maintenance, Network troubleshooting, Backup & Restore, Data digitization handholding, SLA Monitoring, etc.	Two Days	2		
	A2: Total (In Figures) – Rs.				

A3: Project Implementation Cost - Bid Price for Digitization of Historical Data of Ongoing and Completed Projects.

Sr. No.	Type of Data	Measurement unit	Total units (A)	Cost per unit/entry inclusive all taxes (B)	Total Data Entry Cost inclusive all taxes (C=AXB)
1	Data Entry of Record of ongoing/completed Civil works	Data Field	10,00,000		
2	Scanning of Documents	Page	500,000		
	A3: Total (In Figures) – Rs.				

Total Bid Price for A:

Bid Price Groups	Total Bid Price
A1: Implementation Cost - Bid Price for IPMS Application Development/Customization	
A2: Implementation Cost - Bid Price for User Trainings	
A3: Implementation Cost - Bid Price for Data Digitization	
Total Bid Price for Part A Project Implementation Cost (In Figures) – Rs.	
Total Bid Price for Part A Project Implementation Cost (In Words) – Rs.	

Part B. IPMS Application Operation and Maintenance Cost for a period of 5 Years after date of Go-Live.

S.No.	Item Description	Cost in INR (including all taxes & levies)						
		Unit	*Yearly Cost *Yearly cost/price should be incremental or equal during 5 years of O&M phase.					Total **Five Year Cost**
			Year 1	Year 2	Year 3	Year 4	Year 5	
1	**Total Cost of Annual Maintenance of proposed IPMS software solution for 5 years. (Inclusive of licensing cost, server maintenance cost, updates, audits & security)**	1						
Total Bid Price for B (In Figures)								
Total Bid Price for B (In Words)								

* Yearly cost/price should be incremental or equal during 5 years of O&M phase.

Part C. Operation and Maintenance Support Manpower Cost and Change Request Handling Cost during Operations & Maintenance period for 5 Years after date of Go-Live.

S.No.	Item Description	Unit	*Yearly Cost *Yearly cost/price should be incremental or equal during 5 years of O&M phase.					Total Five Year Cost
			Year 1	Year 2	Year 3	Year 4	Year 5	
1	**Human Resource Cost							
1.1	Deployment of **Operations Manager**	1						
1.2	Deployment of **Assistant Operations Manager**	1						
1.3	Deployment of **Help Desk Support Personnel**	4						
1.4	Deployment of 14 **Operation Support Staff** (One in each Zonal Office for 2 Years Only)	14			0	0	0	
2	***Cost of handling application level change request for 1000 Man hours @ 200 hours per years during O&M phase (after Go-Live)	200						
Total Bid Price for C (In Figures)								
Total Bid Price for C (In Words)								

* Yearly cost/price should be incremental or equal during 5 years of O&M phase.

** Payment for Project Support Manpower during 5 year O&M Phase will be made separately as per actual manpower deployed.

*** Payment for Change Request Handling will be made separately as per actual man hours consumed after successful handling of change request in the Application by MPPWD.

Part D. Financial Bid – Summary

Sr. No.	Item Description	Bid Price in INR
1	**Total Bid Price for Part A: Project Implementation Cost during Project Implementation Period till Project Go-live**	
2	**Total Bid Price for Part B: IPMS Application Operations & Maintenance during 5 Year O&M Period**	
3	**Total Bid Price for Part C: Operation and Maintenance Support Manpower Cost and Change Request Handling Cost 5 Year O&M Period.**	
Grand Total – Finally Quoted Bid Price (In Figures) – Rs.		
Grand Total – Finally Quoted Bid Price (In Words) – Rs.		

Signature

Date:

Place:

Name and Designation with Seal

25.11 ANNEXURE – K : FORMAT OF BG FOR PERFORMANCE SECURITY

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

To

Chief Engineer,
Procurement,
MPRDC, Bhopal
Tel No. …………………
email:………………..

B.G. No.   Dated:

1.   In consideration of you,…………………………. having office at ……………………………………… (hereinafter referred to as the "MPRDC", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of …………………… (a company registered under the Companies Act, 1956/2013) and having its registered office at ……………………… (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the *<Name of Project>*(hereinafter referred to as "the Project") pursuant to the RFP Document dated …………… issued in respect of the Project and other related documents including without limitation the contract agreement (hereinafter collectively referred to as "Bidding Documents"), we (Name of the Bank) having our registered office at ……………………… and one of its branches at ……………………. (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby as per terms of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to MPRDC an amount of **Rs**.*************** (Rupees *********************only) (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.

2.   Any such written demand made by MPRDC stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.

3.   We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of MPRDC is disputed by the Bidder or not, merely on the first demand from the MPRDC stating that the amount claimed is due to the MPRDC by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said

Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding **Rs**.*********** (Rupees ********** only)

4. This Guarantee shall be irrevocable and remain in full force for a period of …….. months inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between MPRDC and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

5. We, the Bank, further agree that MPRDC shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, *inter alia*, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of MPRDC that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between MPRDC and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.

7. In order to give full effect to this Guarantee, MPRDC shall be entitled to treat the Bank as the principal debtor. MPRDC shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to MPRDC, and the Bank shall not be released from its liability under these presents by any exercise by MPRDC of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of MPRDC or any indulgence by MPRDC to the said Bidder or by any change in the constitution of MPRDC or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

9. We undertake to make the payment on receipt of your notice of claim on us addressed to name of Bank along with branch address and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.

10. It shall not be necessary for MPRDC to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the MPRDC may have obtained from the said Bidder

or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.

11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of MPRDC in writing.

12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to **Rs**.*********** (Rupees *************** only). The Bank shall be liable to pay the said amount or any part thereof only if MPRDC serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before *** (indicate date falling ……… months after the Bid Due Date).

Signed and Delivered by ………………………. Bank

By the hand of Mr./Ms. ……………………., its ………………….. and authorised official.

(Signature of the Authorised Signatory)
(Official Seal)

25.12 ANNEXURE – L : DETAILS OF COMPONENTS

Details of Components Offered

Bid No.

S.No	Proposed Solution, Software, Specific Tools and other Articles	Quantity	Model/ Version	Release Year	OEM Detail

Note:

Bidder is requested to specify the details of make and model offered including the Hardware and Software details.

Signature

Date:

Place:

Name and Designation with Seal

25.13 ANNEXURE – M : PROFILE OF KEY RESOURCES

Profile of Key Resources

1	Profile Summery			
2	Name of the Key Resource			
3	Current Designation in the Organization			
4	Date of Birth			
5	Proposed Position in the Project			
6	Proposed Responsibilities in the Project			
7	Education	Degree/Diploma	College/University	Year of Passing
8	Key Training and Certifications			
9	Language Proficiency	Language	Reading	Writing	Speaking
10	Employment Record (For the Total Relevant Experience)	From /To	Employer	Position Held
11	Total No. of Years of Work Experience			
12	No. of Years of Experience in Current Company			
13	Total No. of Years of Experience in Similar Projects			

14	Summary of Professional/Domain Experience	
15	Highlights of Relevant Assignments Handled and Significant Accomplishments	Use following format for each project

Name of Assignment/Project:	
Year:	
Location:	
Client:	
Main Project Features:	
Positions Held:	
Activities Performed:	

25.14 ANNEXURE – N : LIST OF PROFESSIONALS

Format for List of Professionals to be deployed in the Project during Implementation Phase.

No	Name of Staff	Designation	Domain area and expertise	Exp. (in yrs)	Staff input in Months (in the form of a bar chart)[2]													Total staff man- months proposed
					1	2	3	4	5	6	7	8	9	10	11	12	n	Total
1																		
2																		
3																		
N																		

Signature

Date:

Place:

Name and Designation with Seal

25.15 ANNEXURE – O: POA FOR AUTHORIZED SIGNATORY

POWER OF ATTORNEY FOR AUTHORIZED SIGNATORY

(On a Stamp Paper of Rs. 500 value)

POWER OF ATTORNEY

Know all mean by these presents, We, ... (name of Firm and address of the registered office) …………………….. do hereby constitute, nominate, appoint and authorizes Mr./Mrs./ Ms._____ son/daughter/wife of Mr. _____, presently residing at ……………………………, who is presently employed with/ retained by us and holding the position of .... as our true and lawful attorney (hereinafter referred to as the "Authorized Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal being submitted for "**Designing, Development, Implementation & Maintenance of Integrated Project Management System (IPMS)",** including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to MPRDC representing us in all matters before the MPRDC, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the MPRDC, in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the MPRDC.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ...THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS .... DAY OF .... ,2020

Witnesses:

1.

2.

Notarised

For ....

(Signature, name, designation and address)

Accepted

(Signature, name, designation and address of the Attorney)

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Notes:

1. To be executed by the sole Applicant or Each Member of the Consortium.
2. 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 executants (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure

Also, where required, the executants(s) should submit for verification the extract of the charter documents and documents such as a resolution passed by the Board of Directors / power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicants

BIDDER'S AUTHORIZATION CERTIFICATE

<div align="right">Bid No.</div>

To,

       Chief Engineer,
       Procurement,
       MPRDC, Bhopal

Subject: Authorization Certificate

<Name of Authorized Representative>, <Designation> is hereby authorized to sign relevant documents on behalf of the <company/firm> in response to the RFP Documents issued for the Project "Design Development and Implementation of Integrated Project Management System in MPRDC and MPPWD". He/She is also authorized to attend meetings, submit technical & commercial information as may be required by you in the course of processing the above said Bid.

Thanking you,
Authorized Signatory
<Bidder's Name> Seal

25.16 ANNEXURE – P : SELF-DECLARATION FOR NON-BLACTLISTING
SELF-DECLARATION

<div align="right">Bid No.</div>

Ref: Date:

To,

      Chief Engineer,
      Procurement,
      MPRDC, Bhopal

In response to the Bid for Implementation of Integrated Project Management System in MPRDC, as owner/partner/Director of …………………………………….. (insert name of Bidding entity) I/We hereby declare that our Company/firm has unblemished past record and was not declared ineligible/blacklisted for corrupt & fraudulent practices or any other reason, either indefinitely or for a particular period of time in last 5 Years.

Name of the Bidder: -

Signature: -

Seal of the Organization: -

25.17 ANNEXURE – Q : CERTIFICATE OF CONFORMITY

CERTIFICATE OF CONFORMITY

Bid No.

Date:

To,

Chief Engineer,
Procurement,
MPRDC, Bhopal

CERTIFICATE

This is to certify that, the specifications of Software which we, <name of the firm> have mentioned in the Technical bid, and which we shall supply if we are awarded with the work, are in conformity with the specifications in the Bid document. I also certify that the price we have quoted, is inclusive of all the cost factors involved in the execution of the project, to meet the desired Standards set out in the Bid document.

Name:
Designation:
Seal:

25.18 ANNEXURE – R : OEM AUTHORIZATION FORM

OEM AUTHORIZATION FORM

Bid No.

Date:

To,

       Chief Engineer,
       Procurement,
       MPRDC, Bhopal

Subject: RFP No……………….. Date……………… published from your office.

Sir,

We…………(Name of the OEM)………….., an established developer/producers of ………(Product)…….. having development facilities at ………(registered address of facility)……. do hereby authorize M/s …………(Name and address of Bidder)……… to submit a Bid and sign the contract with you against the captioned RFP.

We hereby extend our full guarantee and warranty for the Solution, Products and Services offered by the above firm against this RFP. We also undertake to provide any or all of the following materials, notifications, and information pertaining to the Products manufactured or distributed by the Supplier:

a. The …… (Product)….. shall remain available in the market with all the updates at least for next 5 years and after that, support/updates/patches shall continue be released for 10 years.

b. Such Products as the Purchaser may opt to purchase from the Supplier, provided, that this option shall not relieve the Supplier of any warranty obligations under the Contract; and in the event of termination of production of such Products:

    I. advance notification to the Purchaser of the pending termination, in sufficient time to permit the Bank to procure needed requirements; and

    II. Following such termination, furnishing at no cost to the Purchaser, the blueprints, design documents, operations manuals, standards, source codes and specifications of the Products, if requested.

We duly authorize the ……(name of the bidder)…….. to act on our behalf in fulfilling all installations, Technical support and maintenance obligations required by the contract.

Yours faithfully,

For and on behalf of M/s _ _ _ _ _ _ ___(Name of the manufacturer)

Seal & Signature

Name Designation

Address

Date

Note: This letter of authority should be on the letterhead of the OEM and should be signed
by a person competent and having the power of attorney to bind the OEM. The signed letter must be
submitted as part of the technical bid.

25.19   ANNEXURE – S : POA FOR LEAD MEMBER OF CONSORTIUM

Power of Attorney for Lead Member of Consortium

[To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the company who is issuing the power of attorney]

Whereas the MP Road Development Corporation, Government of Madhya Pradesh has invited RFP response for **"Designing, Development, Implementation & Maintenance of Integrated Project Management System (IPMS)".**

Whereas, M/s._____and M/s._____(collectively the "Joint Venture" / "Consortium") being members of Joint Venture are interested in bidding for the Project and implementing the same in accordance with the terms and conditions contained in the RFP Documents.

Whereas, it is necessary for the members of the Consortium to designate one of them as the lead member with all necessary power and authority to do, for and on behalf of the Consortium/Joint Venture, all acts, deeds and things as may be necessary in connection with the Consortium's/Joint Venture's RFP response for the Project and its execution.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT

We, …………………….. having our registered office at ……….…, and …………………….. having our registered office at ……………………….., (hereinafter collectively referred to as the "JV/Consortium") do hereby irrevocably designate, nominate, constitute, appoint and authorize M/S …………………….. having its registered office at ……………………….., being one of the members of the Consortium, as the lead member of the Consortium/Joint Venture, to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium's/Joint Venture's RFP response for the Project, including submission of the RFP response, participating in meetings, responding to queries, submission of information or documents and generally to represent the Consortium in all its dealings with Client or any other Government Agency or any person, in connection with the Project until culmination of the process of bidding till the Project Agreement is entered into with Client and thereafter till the expiry of the Project Agreement.

We are jointly and severally liable and 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 or Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS …………………. DAY OF ………. 2023.

For _____   For _____

(Signature)   (Signature)

_____   _____

(Name in Block Letter of Executant) [Seal of   (Name in Block Letter of Executant) [Seal of
Company]   Company]

For _____

(Signature)

_____

(Name in Block Letter of Executant) [Seal of
Company]

Notes:

1. To be executed by all the members (excluding Lead member) individually, in case of a Consortium.
2. 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.
3. Also, where required, the executants(s) should submit for verification the extract of the charter documents and documents such as a resolution passed by the Board of Directors / power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicants
4. Minor modification in delegation of Power is permissible.

25.20 ANNEXURE – T : CONSORTIUM AGREEMENT FORM

Consortium Agreement Form

CONSORTIUM AGREEMENT

(To be executed on stamp paper of appropriate value)

THIS **CONSORTIUM AGREEMENT** is entered into on this the ………… day of ………… 2021

AMONGST

1. {…………., a company incorporated under the provisions of Companies Act,1956/ a partnership firm registered under the Indian Partnership Act, 1932/ Limited Liability Partnership Act, 2008} and having its {registered office /office} at………… (hereinafter referred to as the "**First Part**" or the **"Lead Bidder"** which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {…………., a company incorporated under the provisions of Companies Act,1956/ a partnership firm registered under the Indian Partnership Act, 1932/ Limited Liability Partnership Act, 2008 } and having its {registered office /office} at………… (hereinafter referred to as the "**Second Part**" or the **Consortium Member**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {…………., a company incorporated under the provisions of Companies Act,1956/ a partnership firm registered under the Indian Partnership Act, 1932/ Limited Liability Partnership Act, 2008 } and having its {registered office /office} at………… (hereinafter referred to as the "**Third Part**" or the **Consortium Member**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the FIRST, SECOND and THIRD PART are collectively referred to as the **"Parties"** and each is individually referred to as a **"Party"**

WHEREAS:

    a. Madhya Pradesh Road Development Corporation –Bhopal (hereinafter referred to as the "MPRDC" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited bids ("**bids**") by its tender vide reference No ………………dated ……………./(hereinafter referred as **"TENDER"**) for **" <Name of Project> "** (the "**Project/Contract**").

    b. The Parties are interested in jointly bidding for the Contract as members of a Consortium

and in accordance with the terms and conditions of the Tender Bidding Documents in respect of the Contract, and

c. It is a necessary condition under the Bidding Documents that the members of the Consortium shall enter into a Consortium Agreement (the **"Agreement"**) and furnish a copy thereof with the bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the Bidding Documents.

2. Consortium

The Parties do hereby irrevocably constitute a consortium (the "Consortium") for the purposes of jointly participating in the bidding process for the Project.

The Parties hereby undertake to participate in the bidding process only through this Consortium and not individually and/ or through any other Consortium constituted for this Contract, either directly or indirectly or through any of their associates.

3. Role of the Parties

The Parties hereby undertake that Party of the First Part is fulfilling the prequalification criteria as per the requirement of "Tender" in all respects and shall be the "Lead Bidder" of the Consortium and shall have the Power of Attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the signing of the Contract when all the obligations of the Consortium shall become effective. The project shall be executed by the "Lead Bidder" as a whole and solely responsible to MPRDC for all the activities mentioned in the Tender Document including financial liabilities(Reference to the Tender Document).

4. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the Tender Bidding Documents and the Contract, during subsistence of the Contract.

5. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

a. Such Party is duly organised, validly existing and in good standing under the laws of India and has all requisite power and authority to enter into this Agreement;
b. The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution or any other resolution/ Power of Attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not,:
    i. require any consent or approval not already obtained;
    ii. violate any Applicable Law presently in effect and having applicability to it;
    iii. violate the memorandum and articles of association, bye-laws or other applicable organisational documents thereof;
    iv. violate any clearance, permit, concession, grant, license or other Governmental authorisation, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

    v. create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
c. this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
d. there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

6. Conflict of Interest:

The Parties herein undertake to take all necessary measures in order to avoid any conflict of interest during the performance of the project or the contract for "<Nmae of Project>" and also to identify any conflict of interest so that MPRDC can consult with the Lead Partner and other Parties to sort out such conflicts.

7. Post Contract Liabilities:

For any loss or damage on account of any breach of this Agreement or the contract for "<Name of Project>" or any shortfall in the execution of the Project, meeting the guaranteed performance

/ parameters as per technical specifications / documents relating to the Tender, "Lead Bidder" undertake to promptly make good such loss or damage on MPRDC's demand without any demur. MPRDC shall have the right to proceed against any one of the Parties herein in this regard without establishing the individual liability of such party and it shall neither be necessary nor obligatory on the part of MPRDC to proceed against the "Lead Bidder" before proceeding against the other Parties herein.

8. Assignment:

The rights and obligations of First and Second Consortium Member under this Agreement shall not be assigned to any third party without the prior written consent of MPRDC.

9. Employers' responsibility:

Each Party will be responsible according to the applicable laws and rules for their own personnel and property.

10. Insurance:

The Parties herein shall at their own expense take out and maintain insurance cover as may be necessary to cover their liabilities.

11. Applicable Law:

This Consortium Agreement shall be governed, construed and interpreted in accordance with the laws of India and the Courts in Bhopal, Madhya Pradesh, shall have the exclusive jurisdiction in all matters arising hereunder.

12. Termination

This Agreement shall be effective from the date hereof and shall continue till the expiry of the Defect Liability/O&M period under the Agreement. However, in case the Consortium is either not pre-qualified or does not get selected for award of the Contract, the Agreement will stand terminated in case the Consortium is not pre-qualified or upon return of the tender EMD by MPRDC to the Consortium, as the case may be. None of the parties will be entitled to terminate their association with the Consortium, till return of the tender EMD by the Consortium or payment of the amount specified in the Financial Bid by the Consortium, whichever is later.

13. Indemnification:

All consortium members of this agreement shall fully indemnify, hold harmless and defend MPRDC and its officers etc., from and against all claims, liabilities, suits, damages including any criminal liability due to false declaration by the consortium members with regard to this Agreement (or) Tender transaction (or) Project

(or) contract etc., caused due to negligence/commission/omission of the any of the consortium members (or) its employees and agents including representatives (or) sub-contractors (or) any other person claiming (or) any other person claiming under this tender (or) under the applicable laws of India.

The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior approval of MPRDC.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

<table>
<tr><td>SIGNED, SEALEDANDDELIVERED DELIVERED</td><td>SIGNED, SEALED AND DELIVERED</td></tr>
<tr><td>For and on behalf of</td><td>For and on behalf of</td></tr>
<tr><td>LEADMEMBER by:</td><td>SECONDPART</td></tr>
<tr><td>(Signature)</td><td>(Signature)</td></tr>
<tr><td>(Name)</td><td>(Name)</td></tr>
<tr><td>(Designation)</td><td>(Designation)</td></tr>
<tr><td>(Address)</td><td>(Address)</td></tr>
</table>

SIGNED, SEALED AND DELIVERED

For and on behalf of THIRD PART by: (Signature)

(Name) (Designation) (Address)

In the presence of:

1.
2.

Notes:

1The mode of the execution of the Consortium Agreement should be in accordance with the applicable laws.

2Each Consortium Agreement should attach a copy of the extract of the charter documents and documents such as resolution / Power of Attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.

Appendix I: Request for Clarification Form

FOR PRE-BID QUERIES

RFP for Design Development and Implementation of Integrated Project Management System

Bid No.

Name of the Company/Firm:

Name of Person(s) Representing the Company/Firm:

Name of Person	Designation	Email-ID(s)	Contact No.

Company/Firm Contacts:

Contact Person(s)	Address for Correspondence	Email-ID(s)	Contact No.

Query /Clarification Sought:

S.No.	RFP Page No.	RFP Clause No.	Clause Details	Query/ Suggestion/ Clarification

Date: _____

Place:_____

(Signature)

in the capacity of_____

Duly authorized to sign Bid for and on behalf of _____

Note: - Queries must be strictly submitted only in the prescribed format. Queries not submitted in the prescribed format will not be considered/ responded by MPPWD.

Appendix II: Format for Standard form of Agreement

This agreement made the _____ day of_____2023 between the Madhya Pradesh Road Development Corporation (hereinafter called "the Employer or MPRDC" of the one part and _____here in after called "the Implementing Agency or IA") of the other part.

AND WHEREAS the Employer invited bids from eligible bidders for Designing, Development, Implementation & Maintenance of Integrated Project Management System (IPMS) for MPPWD & MPRDC

AND WHEREAS pursuant to the bid submitted by the _____(name of IA), vide (hereinafter referred to as the "BID" or "OFFER") to Designing, Development, Implementation & Maintenance of Integrated Project Management System (hereinafter referred as "The Project"), the Employer by his letter of acceptance dated_____accepted the offer submitted by the _____ (name of IA) for implementation of the Project on terms and conditions in accordance with the documents listed in para 2 below.

AND WHEREAS the _____(name of IA) by submitting the bid proposal and accepting letter of award no………….. dated _____ has agreed to abide by all the terms of the bid, including but not limited to the amount quoted for the execution of Contract, as stated in the bid, and also to comply with such terms and conditions as may be required from time to time.

AND WHEREAS the IA has agreed to undertake such works and has furnished a performance security pursuant to Request for Proposal Document.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the conditions of contract hereinafter referred to;

2. Following documents shall be deemed to form and be read and construed as part of this agreement viz.

   a. Letter of Intent and Project Award Letter

b. Letter of Acceptance

c. Implementing Agency's Bid Proposal including Financial Bid Form, copy of Presentation made before Selection Committee and any other document submitted by Implementing Agency during or after bid process.

d. Performance Security

e. Request for Proposal with all corrigendum/addendums and communications with Implementing Agency.

f. Any other document listed in the Contract Data.

3. The foregoing documents shall be construed as complementary and mutually explanatory one with another. Should any ambiguity or discrepancy be noted then the order of precedence of these documents shall be subject to the order as listed above and interpreted in the above order of priority.

4. In consideration of the payments to be made by the Employer to the Implementing Agency as hereinafter mentioned, the Implementing Agency hereby covenants with the Employer to execute and complete the works and remedy any defects therein in conformity in all respects with the provisions of the contract.

5. The employer hereby covenants to pay the Implementing Agency in consideration of the execution and completion of the works and remedying of defects therein, the contract price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS WHEREOF the parties here to have caused this agreement to be executed the day and year above written.

Signed, sealed and delivered by the said Employer through his Authorized Representative and the said Implementing Agency through his Power of Attorney holder.

For an on behalf of the

Implementing Agency   Authority

Name   Name __ _ _ _ _   _

Address   Address

2. Signature   2. Signature _ _ _ _ _ _

Witness

1. Name   Name __ _ _ _ _ _   _

Address   Address

2. Signature   2. Signature _ _ _ _ _ _

Name   Name __ _ _ _ _ _   _

Address   Address   _ _ _ _ _ _   _

Appendix III: Format for Non-disclosure Agreement

THIS AGREEMENT is made on this the <***> day of <***> 20--- at <***>, India.

BETWEEN MP Road Development Corporation (MPRDC) having its office at ----------------------------
------------------------------------- India hereinafter referred to as 'MPRDC', which expression shall, unless the context otherwise requires, include its permitted successors and assigns);

AND <***>, a Company incorporated under the Companies Act, 1956/2013, having its registered office at <***> (hereinafter referred to as 'the Implementation Agency/IA' which expression shall, unless the context otherwise requires, include its permitted successors and assigns).

Each of the parties mentioned above are collectively referred to as the 'Parties' and individually as a 'Party'.

WHEREAS:

1.   MPRDC is desirous to implement the project of ------------------------.

2.   The MPRDC and Implementation Agency have entered into a Contract Agreement dated <***> in furtherance of the Project.

3.   Whereas in pursuing the Project (the "Business Purpose"), a Party ("Disclosing Party) recognizes that they will disclose certain Confidential Information (as defined hereinafter) to the other Party ("Receiving Party").

4.   Whereas such Confidential Information (as defined hereinafter) belongs to Receiving Party as the case may be and is being transferred to the Disclosing Party to be used only for the Business Purpose and hence there is a need to protect such information from unauthorized use and disclosure.

NOW THEREFORE, in consideration of the mutual covenants, promises, assurances, representations and provisions set forth herein, the Parties hereto agree as follows:

DEFINITIONS AND INTERPRETATION

1.1   Definitions

Terms and expressions used in this Agreement (including the Introduction) shall have the same meanings set out in Contract Agreement.

1.2   Interpretation

In this Agreement, unless otherwise specified:

(a)   references to Clauses, Sub-Clauses, Paragraphs and Schedules are to clauses, sub- clauses, paragraphs of and schedules to this Agreement;

(b)   use of any gender includes the other genders;

(c)   references to a 'company' shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established;

(d)   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);

(e)   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 re- enacted;

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

(g)   references to a 'business day' shall be construed as a reference to a day (other than a Sunday) on which banks in the state of Madhya Pradesh are generally open for business;

(h)   references to times are to Indian standard time;

(i)   a reference to any other document referred to in this Agreement is a reference to that other document as amended, varied, novated or supplemented at any time; and

(j)   all headings and titles are inserted for convenience only. They are to be ignored in the interpretation of this Agreement.

1.3   Measurements and Arithmetic Conventions

All measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down except in money calculations where such amounts shall be rounded off to the nearest INR.

1.4   Ambiguities within Agreement

In case of ambiguities or discrepancies within this Agreement, the following principles shall apply:

(a)   as between two Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in a general Clause;

(b)   as between the provisions of this Agreement and the Schedules, the Agreement shall prevail, save and except as expressly provided otherwise in the Agreement or the Schedules; and

(c)   as between any value written in numerals and that in words, the value in words shall prevail.

1.5   Priority of agreements

The Parties hereby expressly agree that for the purpose of giving full and proper effect to this Agreement, the Contract Agreement and this Agreement shall be read together and construed harmoniously. In the event of any conflict between the Contract Agreement and this Agreement, the provisions contained in the Contract Agreement shall prevail over this Agreement.

2.   TERM

This Agreement will remain in effect for five years from the date of the last disclosure of Confidential Information ("Term"), at which time it will terminate, unless extended by the disclosing party in writing.

3.   SCOPE OF THE AGREEMENT

(a)   This Agreement shall apply to all confidential and proprietary information disclosed by Disclosing Party to the Receiving Party and other information which the disclosing party identifies in writing or otherwise as confidential before or within (30) thirty days after disclosure to the Receiving Party ("Confidential Information"). Such Confidential Information consists of certain specifications, documents, software, prototypes and/or technical information, and all copies and derivatives containing such Information that may be disclosed to the Disclosing Party for and during the Business Purpose, which a party considers proprietary or confidential.

(b)   Such Confidential Information may be in any form or medium, tangible or intangible, and may be communicated/disclosed in writing, orally, or through visual observation or by any other means to the Receiving Party.

4.   OBLIGATIONS OF THE RECEIVING PARTY

The Receiving Party shall:

(a)   use the Confidential Information only for the Business Purpose and shall hold the Confidential Information in confidence using the same degree of care as it normally exercises to protect its own proprietary information, taking into account the nature of the Confidential Information;

(b)   grant access to Confidential Information only to its employees on a 'need to know basis' and restrict such access as and when not necessary to carry out the Business Purpose;

(c)   cause its employees to comply with the provisions of this Agreement;

(d)   reproduce Confidential Information only to the extent essential to fulfilling the Business Purpose;

(e)   prevent disclosure of Confidential Information to third parties;

(f)   disclose the Confidential Information to its consultants/contractors on a need to know basis; provided that by doing so, the Receiving Party agrees to bind such consultants/ contractors to terms at least as restrictive as those stated herein.

(g) The Receiving Party upon making a disclosure under this Clause shall advise the consultants/IA of the confidentiality obligations imposed on them by this Clause.

(h)   upon the Disclosing Party's request, the Receiving Party shall either return to the disclosing party all Confidential Information or shall certify to the disclosing party that all media containing Confidential Information have been destroyed. Provided, however, that an archival copy of the Confidential Information may be retained in the files of the Receiving Party's counsel, solely for the purpose of proving the contents of the Confidential Information.

(i)   not to remove any of the other Party's Confidential Information from the premises of the Disclosing Party without prior written approval.

(j)   exercise extreme care in protecting the confidentiality of any Confidential Information which is removed, only with the Disclosing Party's prior written approval, from the Disclosing Party's premises. Each Party agrees to comply with any and all terms and conditions the disclosing party may impose upon any such approved removal, such as conditions that the removed Confidential Information and all copies must be returned by a certain date, and that no copies are to be made off of the premises.

(k)   Upon the Disclosing Party's request, the Receiving Party shall promptly return to the Disclosing Party all tangible items containing or consisting of the disclosing party's Confidential Information all copies thereof.

5.   EXCEPTIONS TO CONFIDENTIAL INFORMATION

The foregoing restrictions on each party's use or disclosure of Confidential Information shall not apply to the Confidential Information that the Receiving Party can demonstrate that such Confidential Information:

(a)   was independently developed by or for the Receiving Party without reference to the Information, or was received without restrictions; or

(b)   has become generally available to the public without breach of confidentiality obligations of the Receiving Party; or

(c)   was in the Receiving Party's possession without restriction or was known by the Receiving Party without restriction at the time of disclosure; or

(d)   is the subject of a subpoena or other legal or administrative demand for disclosure; provided, however, that the Receiving Party has given the disclosing party prompt notice of such demand for disclosure and the Receiving Party reasonably cooperates with the disclosing party's efforts to secure an appropriate protective order; or

(e)   is disclosed with the prior consent of the disclosing party; or

(f)   was in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the disclosing party and was not previously acquired by the Receiving Party from the disclosing party under an obligation of confidence; or

(g)   the Receiving Party obtains or has available from a source other than the disclosing party without breach by the Receiving Party or such source of any obligation of confidentiality or non-use towards the disclosing party.

6.   OWNERSHIP OF THE CONFIDENTIAL INFORMATION

(a)   Each Party recognizes and agrees that all of the disclosing Party's Confidential Information is owned solely by the Disclosing Party (or its licensors) and that the unauthorized disclosure or use of such Confidential Information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain.

(b)   By disclosing the Confidential Information or executing this Agreement, Disclosing Party does not grant any license, explicitly or implicitly, under any trademark, patent, copyright, mask work protection right, trade secret or any other intellectual property right. The Disclosing Party disclaims all warranties regarding the information, including all warranties with respect to infringement of intellectual property rights and all warranties as to the accuracy or utility of such information.

(c)   Access to Confidential Information hereunder shall not preclude an individual who has seen such Confidential Information for the purposes of this Agreement from working on future

projects for the Disclosing Party which relate to similar subject matters, provided that such individual does not make reference to the Confidential Information and does not copy the substance of the Confidential Information during the Term. Furthermore, nothing contained herein shall be construed as imposing any restriction on the Receiving Party's disclosure or use of any general learning, skills or know-how developed by the Receiving Party's personnel under this Agreement.

(d)   Execution of this Agreement and the disclosure of Confidential Information pursuant to this Agreement do not constitute or imply any commitment, promise, or inducement by either Party to make any purchase or sale, or to enter into any additional agreement of any kind.

7.   DISPUTE RESOLUTION

(a)   If a dispute arises in relation to the conduct of this Contract (Dispute), a party must comply with this clause before starting arbitration or court proceedings (except proceedings for urgent interlocutory relief). After a party has sought or obtained any urgent interlocutory relief that party must follow this clause.

(b)   A party claiming a Dispute has arisen must give the other parties to the Dispute notice setting out details of the Dispute.

(c)   During the 14 days after a notice is given under clause 7(b) (or longer period if the parties to the Dispute agree in writing), each party to the Dispute must use its reasonable efforts through a meeting of Senior Executive (or their nominees) to resolve the Dispute. If the parties cannot resolve the Dispute within that period than any such dispute or difference whatsoever arising between the parties shall be referred to arbitration governed as per the "Madhya Pradesh Madhyastham Abhikaran Adhiniyam 1983". Arbitration may be commenced prior to or after completion of the Project provided that the obligations of the Authority and the Implementation Agency shall not be altered by reason of the arbitration being conducted during the progress of the Project.

8.   VARIATION

This Agreement may only be varied in writing and signed by both Parties.

9.   WAIVER

Waiver including partial or conditional waiver, by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement: -

(a)   shall be in writing

(b)   shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;

(c)   shall be executed by a duly authorized representative of the Party; and

(d)   shall not affect the validity or enforceability of this Agreement in any manner.

10.   EXCLUSION OF IMPLIED WARRANTIES

This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by either Party not contained in a binding legal agreement executed by both Parties.

11.   ENTIRE AGREEMENT

This Agreement and the Annexure together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn.

12.   SEVERABILITY

If for any reason whatever, any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties shall negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the dispute resolution procedure set forth under this Agreement or otherwise.

13.   NO PARTNERSHIP

This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties, or to impose any partnership obligation or liability upon either Party, and neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party except as expressly provided under the terms of this Agreement.

14. THIRD PARTIES

This Agreement is intended solely for the benefit of the Parties and their respective successors and permitted assigns, and nothing in this Agreement shall be construed to create any duty to, standard of care with reference to, or any liability to, any person not a Party to this Agreement.

15. SUCCESSORS AND ASSIGNS

The Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

16. NOTICES

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall be given by hand delivery, recognized courier, registered post, email or facsimile transmission and delivered or transmitted to the Parties at their respective addresses set forth below:

If to MPPWD: Attn: <***>

Tel:

Fax:

Email:

Contact:

With a copy to:

If to the Implementation Agency: Attn. <***>

Phone: <***> Fax No. <***>

17. LANGUAGE

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in the English language.

18. COUNTERPARTS

This Agreement may be executed in counterparts, each of which, when executed and delivered, shall constitute an original of this Agreement.

19. MITIGATION

Without prejudice to any express provisions of this Agreement on any mitigation obligations of the Parties, each of the MPPWD and the Implementation Agency shall at all times take all reasonable steps to minimize and mitigate any loss for which the relevant Party is entitled to bring a claim against the other Party pursuant to this Agreement.

20.   REMOVAL OF DIFFICULTIES

The Parties acknowledge that it is conceivable that the Parties may encounter difficulties or problems in the course of implementation of the Project and the transactions envisaged under this Agreement. The Parties agree and covenant that they shall mutually discuss such difficulties and problems in good faith and take all reasonable steps necessary for removal or resolution of such difficulties or problems.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of the Implementation Agency by:

SIGNED, SEALED AND DELIVERED

For and on behalf of the MPRDC by:

(Signature) (Name) (Designation) (Address) (Fax No.)

In the presence of:

1.

2.

ANNEXURE -IX: FINANCIAL BID – ITEMWISE PRICE SCHEDULE

FINANCIAL BID – Item Wise Price Schedule

Part A. Project Implementation Cost - Financial Bid for supply, installation, commissioning, training, data digitization, etc.

A1: Implementation Cost - Bid Price for Software, Application Development/Customization, Hosting, etc.

S.No.	Software, Application Development/Customization and Cloud Hosting Cost for 1 year	Qty (A)	Specifications	Base Unit Cost in INR Including all applicable Taxes (B)	Total Cost in INR Including all applicable Taxes (C = A X B)
1	**Development/Customization cost of proposed software solution for IPMS**				
1.1	Licensing Cost (if any)				
1.2	Development/Customization Cost				
1.3	Any Cost related to Solution				
A1: Total (In Figures) – Rs.					

* 3 Months Cloud hosting cost is being added in anticipation of statewide roll out of the project with optimum utilization of cloud infrastructure before Go-live and commencement of O&M Phase. Payment shall be made as per actual deployment of Cloud services before Go-live.

A2: Project Implementation Cost - Bid Price for User Trainings

Sr. No	Trainings	Duration	No. of Batches (A)	Cost per Batch Inclusive all Taxes (B)	Total Training Cost (C = A x B)
1	Project Orientation Workshop in Bhopal	One Day	3		
2	Core Application Trainings and Zonal HQ	One Day	30		

3	Technical Training on Application Maintenance, User Management, Hardware Maintenance, Network troubleshooting, Backup & Restore, Data digitization handholding, SLA Monitoring, etc.	Two Days	2		
	A2: Total (In Figures) – Rs.				

A3: Project Implementation Cost - Bid Price for Digitization of Historical Data of Ongoing and Completed Projects.

Sr. No.	Type of Data	Measurement unit	Total units (A)	Cost per unit/entry inclusive all taxes (B)	Total Data Entry Cost inclusive all taxes (C=AXB)
1	Data Entry of Record of ongoing/completed Civil works	*Data Field*	10,00,000		
2	Scanning of Documents	Page	500,000		
	A3: Total (In Figures) – Rs.				

Total Bid Price for A:

Bid Price Groups	Total Bid Price
A1: Implementation Cost - Bid Price for IPMS Application Development/Customization	
A2: Implementation Cost - Bid Price for User Trainings	
A3: Implementation Cost - Bid Price for Data Digitization	
Total Bid Price for Part A Project Implementation Cost (In Figures) – Rs.	
Total Bid Price for Part A Project Implementation Cost (In Words) – Rs.	

Part B. IPMS Application Operation and Maintenance Cost for a period of 5 Years after date of Go-Live.

S.No.	Item Description	Cost in INR (including all taxes & levies)						
		Unit	*Yearly Cost *Yearly cost/price should be incremental or equal during 5 years of O&M phase.					Total Five Year Cost
			Year 1	Year 2	Year 3	Year 4	Year 5	
1	Total Cost of Annual Maintenance of proposed IPMS software solution for 5 years. (Inclusive of licensing cost, server maintenance cost, updates, audits & security)	1						
Total Bid Price for B (In Figures)								
Total Bid Price for B (In Words)								

* Yearly cost/price should be incremental or equal during 5 years of O&M phase.

Part C. Operation and Maintenance Support Manpower Cost and Change Request Handling Cost during Operations & Maintenance period for 5 Years after date of Go-Live.

S.No.	Item Description	Cost in INR (including all taxes & levies)						
		Unit	*Yearly Cost *Yearly cost/price should be incremental or equal during 5 years of O&M phase.					Total **Five Year Cost**
			Year 1	Year 2	Year 3	Year 4	Year 5	
1	****Human Resource Cost**							
1.1	Deployment of **Operations Manager**	1						
1.2	Deployment of **Assistant Operations Manager**	1						
1.3	Deployment of **Help Desk Support Personnel**	4						
1.4	Deployment of 14 **Operation Support Staff** (One in each Zonal Office for 2 Years Only)	14			0	0	0	
2	*****Cost of handling application level change request for 1000 Man hours @ 200 hours per years during O&M phase (after Go-Live)**	200						
Total Bid Price for C (In Figures)								
Total Bid Price for C (In Words)								

* Yearly cost/price should be incremental or equal during 5 years of O&M phase.

** Payment for Project Support Manpower during 5 year O&M Phase will be made separately as per actual manpower deployed.

*** Payment for Change Request Handling will be made separately as per actual man hours consumed after successful handling of change request in the Application by MPPWD.

Part D. Financial Bid – Summary

Sr. No.	Item Description	Bid Price in INR
1	**Total Bid Price for Part A: Project Implementation Cost during Project Implementation Period till Project Go-live**	
2	**Total Bid Price for Part B: IPMS Application Operations & Maintenance during 5 Year O&M Period**	
3	**Total Bid Price for Part C: Operation and Maintenance Support Manpower Cost and Change Request Handling Cost 5 Year O&M Period.**	
Grand Total – Finally Quoted Bid Price (In Figures) – Rs.		
Grand Total – Finally Quoted Bid Price (In Words) – Rs.		

Signature

Date:

Place:

Name and Designation with Seal