



M. P. Rural Road Academy, Bhopal

(An Institution under M.P. Rural Road Development Authority)

Request for Proposal

FOR

Maintenance of Integrated Web Solution of M.P. Rural Road Academy, Bhopal and enhancements therein

SINGLE STAGE TWO ENVELOPE BIDDING
(QCBS)

Issued By

DIRECTOR
M.P. RURAL ROAD ACADEMY,
WALMI HILLS, KALIYASOT DAM,
KOLAR ROAD, BHOPAL (M.P.) 462042

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1. Notice Inviting Tender

M. P. Rural Road Development Authority

III Floor, Vikas Bhavan, Arera Hills, Bhopal (M.P.) – 462011

Notice Inviting Tender (NIT)

(Two Envelope Bidding Process with e-Procurement)

No. 2699/Training/MPRDA/2024

Bhopal, Dated : 23/02/2024

MPRRDA on behalf of *MPRRA* (Madhya Pradesh Rural Road Academy) invites online item rate Bids for following work as given below on the terms and conditions of the Bidding Document.

S. No.	Description of Equipment	Quantity	Bid Security (in Rs.)	Cost of bid document including 18% GST	Consignee
1	3	4	5	6	7
1	Maintenance of Integrated Web Solution of M.P. Rural Road Academy, Bhopal and enhancements therein	As per List attached in RFP	50000/-	5000/-	MPRRA

- 1 (a) The bidders are required to pay simultaneously cost of Bid document (Tender Fee) Bid Security plus service charges online as appearing on e-procurement portal through Debit / Credit Card, Internet Banking, or System generated Bank Challan for NEFT / RTGS before submission of Bid. Bid Security of bidders will be refunded online in the Bank A/c notified by the bidders on the portal at the time of submission of Bids. To avoid last day rush / breakdown in system contractors are advised to ensure payment of Bid Security at least one day in advance before the end date of Bid Submission. Department will not be responsible if contractor fails to pay Bid Security due to Server / Power failure or any other reason.
 - 1(b) The bidders are required to submit affidavit strictly on prescribed form (Annexure 'A' of this NIT) affirming correctness of information furnished with the bid. This affidavit in the form of scanned copy is to be uploaded with the technical bid online. If online affidavit is not submitted or is not on prescribed form bidder will be disqualified at Technical evaluation stage.
 - 1(c) Bidders are also required to submit Letter of Bid-Financial Part duly completed in all respect in the format given as Annexure-C to this IFB with priced BOQ.
3. The Bidding Documents containing detailed terms & conditions is available for free download on e-Procurement Portal <https://mptenders.gov.in> starting from (as given in critical dates table below).

4. Bidders may submit their queries online. Submission of queries through online may start right after posting of Bidding Documents. Bidders may also submit their queries online on Email ID director.mprra@gmail.com. Closing date and time for online submission of queries is: **(as given in critical dates table below)**.
- (a) A pre-bid meeting will be held at MPRRA Walmi Hills, Kaliyasot Dam, Kolar Road, Bhopal (M.P.) – 462042 with the bidders or their authorized representatives to clarify issues and to answer questions on any matter that may be raised at that stage.
5. Start date for online submission of Bids is: **(as given in critical dates table below)**.
6. The deadline for the online submission of Bid is as given in critical dates below.

Summary of critical dates for purchase of Bid document and submission of Bid :

Critical Dates

S. No	Stages	Date & Time
1	Publishing Date	24-02-2024 from 17.00 hrs
2	Document Download/Sale Start Date	24-02-2024 from 17.30 hrs
3	Seek Clarification End Date	27-02-2024 upto 17.00 hrs
4	Pre-Bid Meeting Start Date	29-02-2024 from 12.30 hrs
5	Bid Submission Start Date	02-03-2024 from 17.00 hrs
6	Bid Submission Closing Date	11-03-2024 upto 15.00 hrs
7	Bid Opening Date	12-03-2024 from 15.30 hrs

Note:-1. Date of Financial Bid opening will be notified on the e-tender portal after technical bid evaluation.

7. As the online Bids are required to be digitally signed, Bidders may obtain information required to issuance of a appropriate class Digital Signature Certificate from the Controller of Certifying Authorities <https://mptenders.gov.in> or the website of Service Provider of Purchaser's e-Procurement system.
8. The undersigned has right to extend the deadline for submission of Bids or cancel the Bidding process without assigning any reason whatsoever.
9. Purchaser shall not accept any responsibility for failures or breakdowns of the electronic procurement system during the e-tendering process. In case of system failure, malfunction, or breakdown during the bidding process, an email will be sent to all registered Bidders or a notice will be published on the Purchaser's e-Procurement Portal notifying that the system is down/was down (specifying time and duration) and specifying what changes (if any) this may have on the deadline for submission of Bids and other critical dates as appropriate. The Purchaser accepts no responsibility for possible local power or equipment failures and Bidders are strongly advised to submit their Bids well before the deadline.

10. **For a particular package, if lowest rates offered by two or more bidders are equal, fresh offers will be invited on e Portal from such Bidders only before taking decision on tender.**
11. Place of Bid opening is provided in the Bidding Documents. Result of technical evaluation will be notified on the Employer's e-Procurement Portal.
12. After completion of the Technical Bid evaluation, the Financial Bids of those Bidders whose Technical Bids have been evaluated as substantially responsive will be opened at MPRRDA III floor Vikas Bhavan, Arera Hills Bhopal (M.P.) – 462042 on the Date and Time given in key dates. Any change in date & time will be notified on e-Procurement Portal.
13. Experience certificate of satisfactory work as per Bidding document.
14. Any modification amendments or corrigendum will be displayed only online through e-tender portal, and not notified in news paper. Bidders are requested to update themselves before submission of bid.
15. Conditions given in this NIT will prevail over the conditions given in the tender document in so far as they are inconsistent with the conditions of NIT.
16. Other details may be seen in the Bidding document for **Maintenance of Integrated Web Solution of M.P. Rural Road Academy, Bhopal and enhancements therein**
17. Offer rate not include GST. GST as applicable on the date of payment will be paid separately.

Chief General Manager
M.P. Rural Road Development Authority
Bhopal
Bhopal, Dated : 23/02/2024

End. No. 2700/Training/MPRDA/2024

Copy to:

1. Chief Executive Officer MPRRDA
2. Chief General Manager Admin MPRRDA
3. Engineer in Chief MPRRDA Vikas Bhawan, Bhopal.
4. Chief General Manager, All MPRRDA.

Chief General Manager
M.P. Rural Road Development Authority
Bhopal

FORMAT FOR THE AFFIDAVIT

Contract no.

Affidavit

I.....S/o..... Aged.....years resident of
(address.....)
proprietor/partner/authorized signatory of the firm.

(For and behalf of (Name of firm)), do here by and
herewith solemnly affirm / state on oath that: -

1. Information furnished with the Bid for the package no. mentioned above is correct in all respects to the best of my knowledge and belief .
2. No retired gazetted officer who has retired within last two years is in the employment with the firm.
3. No near relative is working in the department, (Note: - By the term near relatives is meant Wife, Husband, Parents and Son, Brother, Sister, Brother- in-law, Father-in-law, Mother- in-law.)

Or

Following close relatives are working in the department:

Name_____ Posts_____ Present posting_____

4. *I hereby certify that I have been authorized by
..... (the bidder) to sign on his / their behalf, the
bid of the package no. mentioned above.

***Not required in case of proprietorship
firm Bidder has to indicate below his
signature that he is proprietor of the firm.**

Deponent

(.....)

*Strike out whichever is not applicable
/ for and on behalf (Name of Firm)

*Proprietor/Partner/ Authorized signatory

Verification

I.....S/o..... do here by affirm that
the contents submitted in Technical & Financial Bid are true to the best of my knowledge and belief
..... and are based on my /
our record.

Verified that this..... Date of20_____ at (Place).....

Deponent

(.....)

Proprietor/Partner/ Authorized signatory
/ for and on behalf (Name of Firm)

Guidelines for Participating in Tender
(Item Rate)

1. For searching Tenders & Tender Document and procedure for submission of Tenders, Bidders should refer Annexure-C of this IFB. In additions, for Submission of Bid (Financial & Technical Bids) Bidders are advised to go through guidelines given below:
 - i) For submission of Financial Bid, BOQ Template (Price Schedule) is available on the portal. This template must not be modified/ replaced by the bidder. This template may be downloaded and Name of the Bidder should be filled in the relevant line. Bidder should quote the rates in figures in column-13 of the BOQ. Amount in words will automatically be worked out by the system. Rates must be quoted against each item, this may be even Zero.
 - ii) Bidders are not to make entries in any other column or write any condition etc., If BOQ file is found to modified by the bidder the bid will be rejected.
 - iii) After submission of bid, bidder has to click freeze button. If bidder intends to make any changes in the bid submitted he will have to go to re-submission options available on the portal. After modification, the Price Bid will have to be again uploaded and frozen. This can be done by the bidder any number of times before last date of bid submission. Every time bidder will have to freeze the bid after submission. After successful submission of bid the bidder will get Bid submission summary a Proof of Bid Submission.
2. **Special Instructions to the Contractors/Bidders for the e-submission of the bids online' through this e-Procurement Portal**
 1. Bidder should do Online Enrolment in this Portal using the option Click Here to Enroll available in the Home Page. Then The Digital Signature enrollment has to be done with the e-token, after logging into the portal. The e- token may be obtained from one of the Authorized Certifying Authorities such as eMudhraCA/GNFC/IDRBT/MtnlTrustline / SafeScripT/TCS.
 2. Bidder then logs into the portal giving user id / password chosen during enrolment.
 3. The e-token that is registered should be used by the ' bidder and should not be misused by others.
 4. DSC once mapped to an account cannot be remapped to any other account. It can only be inactivated.
 5. The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under My Documents Option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser 'upload of bid documents.
 6. After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document, otherwise, the bid will be rejected.
 7. The BOQ template must not be modified/ replaced by the bidder and the same should be uploaded after filling the relevant Columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.
 8. If there are any clarifications, this may be obtained online through the e-procurement Portal, or through the contact details given in the tender document. Bidder should take into account the corrigendum published before submitting the bids online.
 9. Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/XLSIRAR/DWF formats. If there is more than one document, they can be clubbed together.
 10. The bidder should reads, the terms and conditions and accepts the same to proceed further to submit the bids
 11. The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
 12. There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In

order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.

13. It is important to note that, **the bidder has to click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids which are not frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.**
- 14 The **Tender Inviting Authority (TIA)** will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
15. The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.
16. At the time of freezing the bid, the e-Procurement system will give a successful bid updation message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents **submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.**
17. After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the Submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to Participate in the bid opening event.
18. Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system, System does not certify for its correctness.
19. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.
20. The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of 1 requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
21. All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by anyone until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.
22. During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over secured Socket Layer (SSL) with 256 bit encryption technology. Data encryption of sensitive fields is also done.
23. The bidders are requested to submit the bids through online e-Procurement system to the TIA well before the bid submission end date and time (as **per Server System Clock**).

ASSISTANCE TO BIDDERS

- 1) **Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.**
- 2) **Any queries relating to the process of online bid submission or queries relating to MP TENDERS Portal in general may be directed to the 24x7 MP TENDERS Portal Helpdesk.**
- 3) The More information useful for submitting online bids on the MP TENDERS Portal may be obtained at: <https://mptenders.gov.in/nicgep/app>

Letter of Bid – Financial Part

Name and complete address of the firm

Date: _____
NIT No.: _____

To:

**Chief General Manager
M.P. Rural Road Development Authority
Bhopal**

We, the undersigned, hereby submit the second part of our Bid, the Bid Price and Bill of Quantities. This accompanies the Letter of Technical Part:

In submitting our Bid, we make the following declarations:

- (a) Our bid shall be valid for a period of 90 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (b) The total price of our Bid, excluding any discounts offered in item (c) below is:
The total price of the Bid ***[insert the total price of the bid in words and figures]***;

	<p>Name of the Bidder* <u><i>[insert complete name of person signing the Bid]</i></u></p> <p><i>Name and complete address of the firm and address should be written.</i></p> <p>Name of the person duly authorized to sign the Bid on behalf of the Bidder** <u><i>[insert complete name of person duly authorized to sign the Bid]</i></u></p> <p>Title of the person signing the Bid <u><i>[insert complete title of the personsigning the Bid]</i></u></p> <p>Signature of the person named above <u><i>[insert signature of person whose name and capacity are shown above]</i></u></p> <p>Date signed <u><i>[insert date of signing]</i></u> day of <u><i>[insert month]</i></u>, <u><i>[insert year]</i></u></p> <p>*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder</p> <p>** : Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.</p>
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2. IMPORTANT DATES AND INFORMATION

S.No.	Description	Details
1	Cost of Tender Document	Rs. 5000/- (Inclusive of service tax)
2	EMD	Rs. 50,000/- in the form of FDR of any Scheduled Commercial Bank in favour of Director MPRRA, Bhopal Payable at Bhopal valid for 04 months.
3	Performance Security Deposit	10% of the contract value in favour of Director M.P. Rural Road Academy payable at Bhopal or in the form of unconditional Bank Guarantee with validity for a period 06 months beyond the contract period.
4	Pre Bid Meeting	As per NIT
5	Last date and time of Submission of proposals	As per NIT
6	Date of opening Technical Bid	As per NIT
7	Date of opening Financial Bids of technically qualified bidder	As Per NIT
8	Venue of opening tender	Madhya Pradesh Rural Road Development Authority III Floor, Vikas Bhavan, Arera Hills Bhopal (M.P.) 462011
9	Duration of contract	Five years from the date of signing the contract.
10	Validity of Tender	90 days from the date of opening of tender

3. INSTRUCTIONS TO BIDDERS (ITB)

3.1 M.P. Rural Road Academy, Bhopal is a training and research institute of MPRRDA, an Agency of the Govt. of MP, hereinafter referred to as Academy, invites the most suitable technical and competitive financial offers for the assignment named “**Maintenance of Integrated Web Solution of M.P. Rural Road Academy, Bhopal and enhancements therein**”.

3.2 Eligible Firms are hereby requested to submit most suitable technical proposal and competitive financial proposals for the above assignment.

3.3 The RFP document consists of the following:

- i. Notice Inviting Proposals and important dates etc.
- ii. Instructions to Bidders (ITB).
- iii. Supplementary Information for bidders
- iv. Terms of Reference (ToR)
- v. Formats for Technical and Financial proposals. (Form F1 & F2)
- vi. Form of Contract Agreement (Annexure-II).
- vii. Bank Guarantee Format (Annexure-III).
- viii. General Conditions of Contract.
- ix. Special Conditions of Contract.

3.4 **Submission of Proposals:** The proposals shall be submitted online on e-procurement portal mptenders.gov.in as per prevailing procedures of the portal.

3.5 **Opening of Proposal:**

3.5.1 **Opening of technical proposal-**Technical proposal will be opened on _____ at _____, by a team of officers, in the office of the Director, M. P. Rural Road Academy, Walmi Hills, Kaliyasot Dam, Kolar Road Bhopal (M.P.) in the presence of such bidders or their authorized representative who would like to attend. If pre notified date is declared a holiday bids will be opened on the next working day.

3.5.2 **Technical Presentation:** Bidders fulfilling the criteria as mentioned under para 3 A of Chapter 3, will be called to make technical presentation explaining their experience and developed software in similar technologies along with their strategy and resource planning for this project.

3.5.3 **Evaluation of Technical Proposal:** A two-stage procedure will be adopted for evaluating the proposals with the Technical Evaluation being completed prior to Price bid opening. The Technical Proposals will be evaluated using the criteria mentioned in chapter 3 "Eligibility criteria".

3.5.4 **Opening of Financial proposal-** Financial proposals of only those bidders will be opened, who are found qualified in technical evaluation on notified date.

3.5.5 **Evaluation of Financial Proposal – For QCBS, the financial proposals shall be evaluated as per formula given in the Financial Evaluation Criteria under para 4 D of Chapter 4**

3.6 **Documents**

The documents mentioned above, including the covering letter will form the part of the

Tender Documents. Each of the above documents and also other documents as per tender requirements, are to be submitted duly stamped & signed on each page by the authorized representative in token of acceptance of conditions which shall constitute your bid.

- 3.7 The Bid Security** of Rs 50000 will be submitted online on e-tender portal. Bid security may be forfeited if ;
- (i) Bidder withdraws his offer within the bid validity period
 - (ii) Do/ does not submit required performance security and sign the Agreement within in the prescribed time limit.
 - (iii) The information submitted by bidder is found false.
- 3.8 Performance Guarantee (PG):** In the event of award of contract, the agency shall be required to deposit an amount (in Indian Rupees) equivalent to 10% of the contract value towards the performance guarantee in the form of FDR from Scheduled Commercial Bank in favour of Director, M.P. Rural Road Academy payable at Bhopal or in the form of unconditional Bank Guarantee with validity for a period up to 6 month beyond the contract period in the prescribed format.
- 3.9 Basis of Price Offer:** The Price Offer shall be for the work, specified in the scope of work and shall remain firm throughout the period of contract. Quoted Price will be in Indian Rupees inclusive of travel, stay, out of pocket expenses, cost of producing documents, and other overheads.
- 3.10 Taxes :** The rates quoted by the Bidder shall deemed to be excluding GST and inclusive of other levies, duties, royalties, cess, toll, taxes of Central and State Governments, local bodies and authorities, that the Bidder will have to pay for the execution of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable laws.
- 3.11 Signing of Contract Agreement:** In the event of an award, the Agency shall be required to enter into a Contract Agreement on prescribed form with the Academy on non-judicial stamp paper of the required amount, within 15 (fifteen) days from the date of the issue of Letter of Award (LOA) failing which EMD will be forfeited and the firm will not be allowed to participate in the Academy's and MPRRDA's Tenders for a period of 01 year.
- 3.12 Validity of Bid:** Bidders have to keep their Bids / Quotations valid up to 90 days from the date of opening of the Technical Proposals.
- 3.13** Bidders are required to submit the proposal as per requirement of the document, without any deviation in the terms of requirement / provisions / payment term etc. Conditional bid will be liable for rejection.
- 3.14 Contract Value-** The contract value will be calculated as total of Cost of maintenance & enhancement work calculated upon tentative man months (6 Months) as per BOQ.
- 3.15** M.P. Rural Road Academy reserves the right to accept / reject any / all offer / proposal without assigning any reason.

3.A- INSTRUCTION TO BIDDER (ITB)DATA SHEET

a. The name of the Assignment	Engagement of agency for “ Maintenance of Integrated Web Solution of M.P. Rural Road Academy, Bhopal and enhancements therein ”
b. Name of the Organization	MP Rural Road Academy, Bhopal
c. Scope of work	As per ToR
d. Bid Security	Rs. 50,000/- online.
e. Performance Guarantee	Equivalent to 10% of the contract value in the form of FDR / BG, in favour of Director, MPRRA Bhopal, from any Scheduled Commercial Bank with validity of six months beyond the contract period, including maintenance period.
f. Last date & time of submission of bids	As per Key dates
g. Contact details of MPRRA	O/o Director, Madhya Pradesh Rural Road Academy, Walmi Hills, Kaliyasot Dam, Kolar Road, Bhopal (M.P.) - 462042 India Telephone No. :: 0755- 2499054 E-mail : director.mprra@gmail.com Web site : www.mprra.com
h. Pre bid Meeting	As per Key dates
j. Technical Proposal Opening date & time	As per Key dates
k. Price Bid opening date & time	As per Key dates
l. Validity period	90 days from the date of Submission of the proposal
m. Effective date (commencement of the assignment)	Successful Bidder shall have to submit the performance security and sign the agreement within 15 days after issue of acceptance letter.
n. Duration of contract	Five years from the date of signing the contract.
o. Cost escalation	No price escalation will be allowed during the entire engagement period.

Note: - In case, the above dates are declared as holiday/ local holiday, then the tender opening date will automatically get shifted to the next working day.

4 ELIGIBILITY CRITERIA

4.A General

- I. Bidder may be private entity, government owned entity and should have its registered office in Madhya Pradesh for at least past 5 years (from the last date of bid submission)
- II. Consortium, Joint venture is not permitted for participation in this bid.
- III. Firm should have valid GST registration.
- IV. Firm should have valid EPF registration
- V. Bidder should have minimum turnover of Rs. 50 lakhs from software business in each of last three financial years i.e 2020-21, 2021-22 & 2022-23.
- VI. Bidder should be in software/Website development, testing, deployment and maintenance work as main business and should have implemented at least 3 projects for Government/PSU in India.
- VII. Bidder should have experience of developing Integrated web-based solutions, I.T Consultancy Services and must have experience in development and support of at least one no. of project in managing day to day activities of Govt. Training & Research Center or Govt. Academic & Research Institute and along with satisfactory service certificate from the Institute.
- VIII. Bidder should have at-least 10 development/testing professionals and should be experience in .NET Technology.
- IX. Bidder should have experience in developing and implementing integrated web based solution in Open source Technology.
- X. Technology stack- Bidder should have successfully implemented at least one project which holds similar technology stack as application under subject.
Front end- MVC, jquery
Framework- .NET
Language- C#
Database- SQL Server
- xi. Bidder has to mandatorily upload scanned copy of Affidavit on prescribed form as given in Annexure-A, in absence of which the bidder will be disqualified.**

4.B Technical Presentation

After fulfilling the criteria mentioned under A as above, the bidder will be called to make technical presentation explaining his experience and developed software in similar technologies. In addition to this, bidder will present his strategy and resource planning for this project.

4.C TECHNICAL EVALUATION CRITERIA:

S. No.	Criteria	Max Marks
1	<p>A Bidder may be a private entity, government owned entity and should have its registered office in Bhopal for at least past 5 years (from the date of bid submission)</p> <p>5 Years = 2 Marks 5 to 7 Years = 3 Marks Above 7 Years = 5 Marks</p>	5 Marks
2	<p>Bidder should have minimum turnover of Rs. 50 lakhs from software business in last three financial year each.</p> <p>50 to 60 Lakh = 5 Marks >60 to 80 Lakh = 7 Marks > 80 Lakh = 10 Marks</p>	10 Marks
3	<p>Bidder should be in software/Website development, testing, deployment and maintenance work as main business and should have implemented at least 5 projects for Government/PSU in India.</p> <p>5 Projects = 5 Marks 6-10 Projects = 7 Marks Above 10 Projects = 10 Marks</p>	10 Marks
4	<p>Bidder should have experience of developing Integrated web-based solutions.I.T Consultancy Services and must have experience in development and support of at least one project of similar nature in managing day to day activities of Govt. Training & Research Center or Govt. Academic & Research Institute and along with satisfactory service certificate from the Institute.</p> <p>One Project of Similar Nature = 5 Marks 2 -4 Projects of Similar Nature = 7 Marks Above 4 Projects of Similar Nature = 10 Mark</p>	10 Marks
5	<p>Bidder should have experience in developing and implementing integrated web based solution in Open source Technology.</p> <p>One Project = 5 Marks 2 -3 Projects = 7 Marks Above 3 Projects = 10 Marks</p>	10 Marks

6	<p>Bidder should have at-least 15 development/testing professionals and should be experienced in .NET Technology.</p> <p>Attach: Portfolio of the Proposed team along with the projects undertaken under .NET technology</p>	5 Marks
7	<p>Technology stack- Bidder should have successfully implemented at least one project which holds similar technology stack as application under subject.</p> <p>Front end- MVC, jquery Framework- .NET Language- C# Database- SQL Server</p> <p>For 1 Project- 5 Marks For 2 to 4 Projects- 7 Marks >4 Projects- 10 Marks</p>	10 Marks
8	Technical Proposal/ Presentation Document (refer B above)	40 Marks

4 D. FINANCIAL EVALUATION CRITERIA

- a) The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.
- b) The marks in technical evaluation are as per above calculation
- c) The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:
 $Sf = 100 \times Fm / F$, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration.
- d) The weights given to the Technical (T) and Financial (P) Proposals are:
- e) T = 70, and
- f) P = 30
- g) Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: $S = St \times T\% + Sf \times P\%$.

5. TERMS OF REFERENCE (ToR)

5.1 SCOPE OF WORK:

(A) Maintenance of Integrated Web Solution

Following are the modules needs to be Maintained and Updated on time to time basis:

- i. Office Management** – It is Office Administration Module-
 - a) Employee management
 - b) Employee records management
 - c) Employee leave management
 - d) Employee Salary
- ii. Inventory /Asset Management Module**-It maintains online record of all inventories-
 - a) Tracking for each asset
 - b) All asset information must be available in software
 - c) QR coding for assets
- iii. Library Management Module**

Full Library management system consists of issuing, submitting books, QR coding on books etc.
- iv. Laboratory Management Module** – Fully functional laboratory for testing of construction materials is available in MPRRA. The module facilitate all related activities like entry of sample, submission of test results, approval test results by competent authority and online transmission of reports to all concerned etc.
- v. Financial & Accounting Management Module**- Fully functional Financial & Accounting module consist of provision for generation of Balance sheet, profit loss statement, expense statement, income statement, general ledger management etc.
- vi. Training & Skill Management Module** -Complete automation of Training consists of provisions for generating training invite, preparation of training schedules, assignment of trainer, online test after training, attendance etc.
- vii. Faculty Management Module** –Overall management of faculty for training. Assigning faculty, attendance, online payment to faculty after training etc.
- viii. Hostel & Guest House Management Module**- Management of Inventories in hostel and guest house, online booking for rooms and payment etc.
- ix. Trainee Management Module**- It facilitates to maintain detailed record of all trainees
- x. e-Learning Module**- It facilitates online training lectures available to trainees.

(B) Enhancement work

Agency will do enhancement of existing modules as well as develop additional modules as and when required on approval basis as per their quoted rate on Man month basis in the BOQ.

5.2 Each module of this portal is interdependent and shares some data at different levels with each other.

- i. The agency will be responsible for Data sanity check on the day-to-day basis and also will perform ETL activities if there is any need. The agency will also be taking care of Application and server health in-terms of user hits, memory usage and performance.
- ii. Agency will depute senior technology staff with not less than **15** years of experience who can guide on the server scalability and required changes that needs to be done in application configuration if at all there comes a need for more than one server and cluster is needed to be setup.
- iii. Agency will also be responsible for Data backup and recovery on regular intervals so as to make sure that there is no data loss in the event of failures or down-times.
- iv. Agency will perform Data Sharding processes if there is a need in the event of either data becoming too huge to handle or to fine tune application performance whenever there is a need.
- v. Agency will set-up CI/CD whenever there as a need or if department decides to go for continues integration mechanism.
- vi. Agency will handle peak load user hits scenarios that can occur unpredictably which will be performed by the proposed team having expertise in .Net CORE, .Net MVC, SQL Server, React JS, Jenkins.
- vii. Agency will do all the modifications as and when required.

5.3 Duration of Engagement- Total contract period is five years. The agency will be required to maintain and do enhancement works for five years.

5.4 Methodology-

- a. The Agency is required to maintain the Integrated Web Solution of the academy which is in active use since year 2018. It is also expected to carry out enhancement works as and when directed by the academy.
- b. The timely resolution of issues raised by the academy, quality of the solution, seamless operation of the application and security is the essence of engagement.
- c. At the time of signing agreement, the agency will enter into SLA (Service Level Agreement) with the Academy to ensure timely resolution of issues faced by the users. The SLA will serve as a basis of timelines for rectification of issues based on their nature.
- d. At the end of engagement, the Agency will be required to hand over System Documents / User Manual and Training Manual / Electronic Modules to the Academy.
- e. The Academy will have the Intellectual Property Rights of solution developed.
- f. The selected Agency may ask for further details of requirement during requirement study and subsequent stages of SDLC for solution purpose.
- g. The Agency is expected to prepare Business Requirement Documents (BRDs) for each enhancement after getting the requirements from Academy in detail. This document, once prepared, will be approved by the Academy. The document will serve as a basis to the requirements cited by Academy and Agency is expected to keep the compliance with each of the document.
- h. The Integrated Web Solution as a whole, is completely owned by the Academy including source code, BRDs, Technical Design Documents, User Manuals, Training Manuals or any other documents related to the software. Academy will provide all these to the Agency for their reference.

5.5 Solution & Delivery Approach

5.5.1 Maintenance- The Agency is supposed to maintain this application through incident management tool. Every stakeholder will have access to this tool and be able to raise issues through it. These issues will be addressed by the agency within time frame as specified below:

S. No.	Nature of issue	Timeline
1.	Unavailability of application/ Inability to login	1 Day
2.	Slow response from the server/application	1 Day
3.	Data Loss	3 days
4.	Issues in data transfer between different modules (Integration Incompatibilities)	3 days
5.	Issue in generation of various reports	2 Days
6.	Delay in vendor payments through the applications	2 Days
7.	Other issues	As & when specified and approved by the Director MPRRA

5.5.2 Enhancement-

While doing enhancement work, the agency will follow Iterative project lifecycle. Following points will be Included:

- Detailed Statement of Work (SoW) Signoff
- Software Requirement Specification (SRS) Signoff
- Business Requirement Documents (BRD) Signoff
- Development Environment for Development Team.
- Test Environment for client and in-house Testing Team.
- Target Environment for Deployment and Go-live.

5.6 Terms of Payment:

4.9.1 Annual Maintenance of Integrated Web Solution- Payment for Maintenance work will be done on quarterly basis on satisfactory service delivery and in compliance with the SLA.

5.9.2 Customization/enhancement work

- 50% (Fifty Percent) of Enhancement cost will be paid after completion of successful testing by user(s) of M.P. Rural Road Academy;
- The remaining 50% of Enhancement cost will be paid after solution acceptance and successful migration of enhancement in the target environment of M.P. Rural Road Academy.

5.9.3 All payments will be made only after submission of bills / invoice in triplicate on Firm's printed bill form along with supporting documents required, if any,

5.7 **EXTENSION OF TIME-** The Annual Maintenance Contract is for 5 years which can be extended on mutual consent for further one year twice on same terms and conditions.

5.8 PENALTY

Annual Maintenance-In case Agency fails to perform as per provisions given in clause 5.5

above, without any satisfactory reason, penalty at the rate of 0.10 % per week, of the annual maintenance cost, subject to a maximum of 10% of maintenance cost will be levied.

Enhancement- In case Agency fails to deliver the enhancements as per provisions given in clause 5.5 above, without any satisfactory reason, penalty at the rate of 0.10 % per week, of the cost of the particular enhancement work, subject to a maximum of 10% of cost of particular enhancement work will be levied.

5.12 LOGISTIC SUPPORT

Since, the software development is envisaged on offsite basis, MPRRA, shall not provide any logistic support including working space, furniture, electricity, computers, laptops, internet connections, fax facility, papers etc to the agency's personnel during engagement period. Travel, stay and out of pocket expense will also be required to be borne by selected Agency .

5.13 MANAGEMNT AND MONITORING FRAMEWORK

MPRRA shall act as Nodal Agency for all co-ordination activities among the entities and agency. The Nodal Officer (nominated by Academy) will communicate with Agency and convey the Academy's decision to the Agency. Academy's Nodal Officer shall also be designated for better coordination and communications.

The problem reporting and addressing the same shall be managed through incident management tool, in which users of Academy will log the incidents of problem and those incidents shall be fixed by selected Agency personnel and after testing shall be deployed in test / target environment. After verification the incident shall be closed by Academy designated officer. Timely closure of incident shall be ensured by selected Agency during testing/ acceptance / support and maintenance period.

5.14 Deciding Quantum of Blended Man-months for any enhancements:

Nature of enhancement (whether minor or major) will be decided by a joint group headed by GM (Admin), MPRRA with one nominated technical official (Other than GM) by Academy and one representative from the Agency. The required Man month will be approved by the Director of Academy on the recommendation of this joint group.

5.15 Variation – The Academy has the power to order variation on mutual agreement upto 50 % (of total contract value), which shall form part of contract.

6. SUPPLEMENTARY INFORMATION FOR BIDDERS

6.1 PROPOSALS

(1) Proposals will be evaluated with reference to eligibility criteria given in Chapter 3 of the document.

6.1.1 The following documents should be submitted with the Technical Proposal;

- (a) A brief description of the firm with the name(s) of Proprietor/Partners or Directors, name of contact person, telephone numbers/email address etc.- Scanned copies of firm registration, power of attorney, PAN, EPF, GSTN, list of technical persons are to be uploaded.
- (b) Details of the relevant past experience of similar assignments / projects executed during the last 3 years in the format given in Form F-2 (Major and most relevant projects to be quoted, with relevant satisfactory completion certificates issued by the Employer as per clause 4A).
- (c) The copy of balance sheets, Profit and Loss A/c (2020-21 to 2022-23) duly certified by Chartered Accountant and report thereon.
- (d) Other required/relevant document.
- (e) **Bidder has to minatorily upload scanned copy of Affidavit on prescribed form as given in Annexure-A, in absence of which the bidder will be disqualified.**

6.1.2 Technical Presentation

After fulfilling the criteria mentioned under 3.A of chapter 3, the bidder will be called to make technical presentation explaining his experience and developed software in similar technologies. In addition to this, bidder will present his strategy and resource planning for this project

6.1.3 In preparing the proposal, the agency should give particular attention to the following

- (a) The solution should be proposed on open source technologies, as far as possible.

6.2 OPENING AND EVALUATION

6.2.1 Alternate bids shall not be allowed.

6.2.2 Only those who have paid appropriate bid security will be evaluated further.

6.2.3 Only those bidders who qualify Eligibility Criteria will be evaluated further.

6.2.4 Technical evaluation: Evaluation team will thoroughly review the proposals submitted by various bidders. The evaluation based on the eligibility criteria mentioned in the bid document.

7. GENERAL CONDITIONS OF THE CONTRACT (GCC)

7.1. Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Academy and the Agency. The Agency, subject to this Contract, have complete charge of personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

7.2 Law Governing Agreement

This agreement, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

7.3 Language

This agreement has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

7.4 Headings

The headings shall not limit, alter or affect the meaning of this Contract.

7.5 Notices

7.5.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, facsimile or e-mail to such Party at the following address:

For the Academy (Nodal Officer): Director, MPRRA

Address: Walmi Hills, Kaliyasot Dam,

Kolar Road, Bhopal (M.P.)

Phone: 0755-2499054

E-mail director.mprra@gmail.com

For the Agency: _____

Address: _____

Facsimile: _____

E-mail _____

7.5.2 Notice will be deemed to be effective as follows:

- (a) In the case of personal delivery or registered mail, on delivery, delivered fax or through electronic mail on declared e-mail address;
- (b) In the case of E-mail, twenty four (24) hours following time of mail sent;

7.5.3 A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to this Clause.

7.6 Location

The Services shall be performed at Bhopal in the State of Madhya Pradesh.

7.7 Authority of Member in Charge of Agency (will be notified at the time of agreement)

The Agency hereby authorize Mr. _____ to act on their behalf in exercising the entire Agency's rights and obligations towards the Company under this Contract, including without limitation the receiving of instructions and payments from the Company.

7.8 Authorized Representatives (will be notified at the time of agreement)

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract, may be taken or executed:

- (a) On behalf of the MP Rural Road Academy, Bhopal by _____ or his designated representative;
- (b) On behalf of the Agency by _____ or his designated representative.

7.9 Taxes and Duties

The Agency shall pay the taxes, duties; fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the Academy shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

7.10 WITHDRAWAL OF OFFER, NOT SINGING AGREEMENT, COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

7.10.1 Withdrawal of offer

In case Agency will withdraw his offer with in validity period EMD shall be liable to forfeiture.

7.10.2 Not singing Agreement

In case Agency fails to signing of agreement within 15 days of issuing of acceptance letter EMD shall be liable to forfeiture and Agency will also be debarred from participation in Academy tenders for one year.

7.10.3 Commencement of Services

The Agency shall begin carrying out the Services immediately after Effective date, or on such date as the parties may agree in writing.

7.10.4. Expiration of Contract

Unless terminated earlier pursuant to Clause-2.7 hereof, this Contract shall expire when, pursuant to the provisions hereof, the Services have been completed, including handing over the documents/models/ software & tools created in working condition and the payments of remuneration have been made.

7.10.5. Entire Agreement

This Contract contains all covenants, stipulations and provisions agreed by the parties. No agent or representative of either Party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

7.10.6 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties and shall not be effective until the consent of the Parties has been obtained. However, each Party shall give due consideration to any proposals for modification made by the other Party.

7.11 Force Majeure

7.11.1 Definition

- (a) For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- (b) Force Majeure shall not include;
 - (1) Any event which is caused by the negligence or intentional action of a party its personnel, nor
 - (2) Any event which a diligent Party could reasonably have been expected to (i) take into account at the time of the conclusion of this Contract, and (ii) avoid or overcome in the carrying out of its obligations hereunder.

7.11.2 No Breach of Contract

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

7.11.3 Measures to be taken

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party’s inability to fulfil its obligations hereunder with a minimum of delay.
- (b) A Party affected by an event of Force Majeure shall notify the other Party such event as soon as possible, and in any case not later than **seven (7) days** following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

7.11.4 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

7.11.5 Consultation

Not later than **seven (7) days** after the Agency, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

7.11.6 Suspension

The Academy may, by written notice of suspension to the agency, suspend all payments to the Agency hereunder if the Agency fail to perform any of their obligations under this contract, including the carrying out of services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Agency to remedy such failure within a period not exceeding **ten (10) days** after receipt by the Agency of such notice of suspension and shall invoke performance guarantee.

7.12 Termination of Contract by the Academy

In case of any deficiency or delay in completion of the assignment the Academy shall issue **fifteen (15) days** notice to the Agency to improve upon. The Agency shall respond to the notice and show improvement in the service.

In case, agency does not improve the service to the desired level after expiry of notice period, the Academy shall terminate the contract.

7.12.1 Consequences of Termination

Upon termination of the contract the Performance Guarantee amount will be at the disposal of Academy. Bank Guarantee / FDR submitted by the firm will be encashed. Agency shall transmit complete source code, business process's knowledge to the new Agency (Engaged by MPRRA for completing the assignment), upto the satisfaction level of the Academy. Extra cost incurred by the Academy for completing the Assignment through new Agency will be recoverable from the Agency (who left assignment incomplete). Any payment due to the firm and amount of performance security will be adjusted against this extra cost. If any amount still left unrecovered it will be debt payable by the Agency.

7.13 OBLIGATIONS OF THE AGENCY

7.13.1 Standard of Performance

The Agency shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used with professional engineering and consulting standards recognized by professional bodies, and shall observe sound management, and technical and engineering practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Agency shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Academy.

7.13.1.1 Law Governing Services

The Agency shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that the Personnel of the Agency, comply with the Applicable Law.

7.13.2 SPECIAL CONDITIONS

7.13.2.1 Agency Not to Benefit from Commissions, Discounts etc.

The payment of the Agency shall constitute the Agency's only payment in connection with this Contract or the Services, and the Agency shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Agency shall use their best efforts to ensure that the Personnel, shall not receive any such additional payment.

7.13.2.2 Confidentiality

The Agency and their personnel shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Academy's business or operations without the prior written consent of the Academy.

7.13.2.3 IPR

The Academy shall have the IPR for the software solution developed under this contract.

7.13.3 Indemnification of the Academy by the Agency

The Agency shall keep the Academy, both during and after the term of this Contract, fully and effectively indemnified against all losses, damage, injuries, deaths, expenses, actions, proceedings, demands, costs and claims, including, but not limited to, legal fees and expenses, suffered by the Academy or any Third Party, where such loss, damage, injury or death is the result of a wrongful action, negligence or breach of Contract of the Agency, or their Personnel including the use or violation of any copyright work or literary property or patented invention, article or appliance.

7.13.4 Agency' Actions Requiring Academy Prior Approval

The Agency shall obtain the Academy prior approval at every stage so as to carry out any part of the Services.

7.13.5 Reporting Obligations

The Agency shall submit to the Academy the reports and documents specified in Bid Document hereto, in the form, in the numbers and within the time periods set forth including any supporting data required by the Academy.

7.13.6 Documents / models / software tools Prepared by the Agency to be the Property of the Academy

All reports and other documents prepared by the Agency in performing the Services shall become and remain the property of the Academy, and the Agency shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Academy. The Academy will have all the right on such intellectual property so created during the engagement and shall be free to use modify or get it further enhanced by other agency for its use. The Agency may retain a copy of such documents but

shall not use them for purposes unrelated to this Contract without the prior written approval of the Academy.

7.14 AGENCY'S PERSONNEL

7.14.1 General

The Agency shall employ and provide such qualified and experienced Personnel for various phases of software development process as are required to carry out the Services.

7.15.0 OBLIGATIONS OF THE ACADEMY

7.15.1 Payment

In consideration of the Services performed by the Agency under this Contract, the Academy shall make to the Agency such payments within 45 days of production of bills in triplicate and other relevant document (if any) and in such manner as is provided by Clause-6 of this Contract.

7.16.0 Performance Guarantee (PG): In the event of an award, the Agency shall be required to deposit an amount (in Indian Rupees) equivalent to 10% of the contract value towards the contract performance guarantee in the form of FDR from schedule commercial Bank in favour of Director, MP Rural Road Academy payable at Bhopal or in the form of Bank Guarantee with 6 month more than the contract period validity in the prescribed format from any of the scheduled commercial banks as performance guarantee.

7.17.0 PAYMENTS TO THE AGENCY

Payments as indicated below will be made to the Agency within 45 days by Academy on production of Bills in triplicate and relevant supporting document if any:

- A. The 60% of software development cost will be paid after successful testing by user(s) M.P. Rural Road Academy/ MP Rural Road Development Authority in testing environment as specified in para 5.1.9 (a) above. The payment will be made only after successful delivery of Source code including listing for all versions to the Academy.
- B. The 20% of software development cost will be paid after solution acceptance and successful migration of software in the target environment of M.P. Rural Road Academy.
- C. Afterwards, quarterly payment of remaining 20% cost of software development will be made in four equal instalments during support period.
- D. Similarly the maintenance charges will be paid after completion of one year warranty/support period on quarterly basis starting on completion of 1st quarter of maintenance.
- E. In case of enhancement needed by the Academy, after acceptance of the software solution deployed in target environment, the enhancement cost based on the blended man-month charges for efforts agreed will be paid after successful testing of enhancement by Academy and its deployment on target environment. The enhancements are the features/Functionalities/Modules which are not covered under Business Requirement Documents (BRDs).
- F. All payments will be made only after submission of bills / invoice in triplicate on Firm's printed bill form along with supporting documents required, if any,
- G. The enhancement cost will be limited to maximum 50% of software development cost.

7.18.0 FAIRNESS AND GOOD FAITH

7.18.1 Good Faith

The parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them and without detriment to the interest of either of them and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no-failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause-8 hereof.

7.19.0 SETTLEMENT OF DISPUTES

7.19.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof. Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably shall be in the first instance be referred to the Chief Executive Officer MPRRDA, Bhopal within 30 days from the date occurrence of such event for decision. The Chief Executive Officer MPRRDA, Bhopal after giving opportunity to both the parties, shall give his decision within 60 days from the date of reference. If any party is not satisfied with the decision of the Chief Executive Officer MPRRDA, Bhopal, the dispute shall be referred for Arbitration as per the Indian Arbitration Act, 1996 as amended from time to time.

8. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is conflict the provisions herein shall prevail over those in the GCC.

8.1	The Purchaser Country is India
8.2	The Academy is: Madhya Pradesh Rural Road Academy, Bhopal-462042 (M.P)
8.3	The language shall be: English
8.4	Sub-contractors are not allowed
8.5	For Notices, the address of the Academy shall be: Attention: The General Manager – Administration Address: Madhya Pradesh Rural Road Academy, Walmi Hills, Kaliyasot Dam, Kolar Road, Bhopal- 462042 (M.P.) Telephone No. :: 0755-2499054 e-mail :: director.mprra@gmail.com
8.6	The governing law- of the Union of India and State of M.P.
8.7	The currencies for payment shall be- Indian Rupee

FORM NO. F-1

SUBMISSION LETTER OF TECHNICAL PROPOSAL

From

To:

Director,
MP Rural Road Academy
Walmi Hills, Kaliyasot Dam,
Kolar Road, Bhopal

Sir,

Subject: Engagement of agency for “**Maintenance of Integrated Web Solution of M.P. Rural Road Academy, Bhopal and enhancements therein**”;

I/We _____ Software development Firm herewith submit **Technical Proposal** for selection of my/our firm as agency for _____.

Yours faithfully

Signature: _____

Full Name: _____

Address: _____

SEAL

FORM NO. F-2
[Clause 4A (vi) & (vii) Chapter 4 may be referred]

Experience in Software/website development

A. Brief Description of the Firm

Sl. No.	Name of Assignment (Brief Scope)	Name of Project	Client Name	Cost of Assignment	Date of Commencement	Date of Completion	Whether Assignment was successfully completed

The firm should also give details of the On-going similar assignment in the above format.

Note:

B. Please attach documentary proof for award and successful completion of the assignment indicating the role. The certificate issued by Client's authorised representative towards successful completion would be required.

Signature: _____

Full Name: _____

Address: _____

SEAL

FORM OF CONTRACT AGREEMENT

CONTRACT AGREEMENT FOR SOFTWARE DEVELOPMENT & ASSOCIATED SERVICES

This agreement is made this _____ day of _____ 2018 between Shri/Ms _____ carrying on business in partnership/proprietorship/company in the name and style of _____ being a Firm/Company registered under the Indian Partnership Act, 1932/ The Companies Act, 1956, having its office at _____ (hereinafter called the Agency which expression shall where the context so admits, be deemed to include the Company (in case of Company formed and registered under Companies Act, 1956) and all and each one of the partners as included in the deed of partnership jointly and separately (in case of firm formed and registered under Indian Partnership Act, 1932 and their/his heirs, executors, administrators and representatives) of the one part, and the Madhya Pradesh Rural Road Academy Bhopal, (here-in-after called the MPRRA which expression shall where the context so admits, be deemed to include its permitted assigns) of the other part,

WHEREAS in accordance with a notice Bid specification no.

_____ issued by the _____ of MPRRA, the Agency submitted their/his tender and opened on _____

(tender specification no. _____ more particularly described, mentioned, enumerated or referred to in the general conditions, specification, schedules, drawings, form of tender covering letters, schedules of prices and further correspondence, a copy each of which is hereto annexed and it is for purposes of _____ identification, signed by Shri _____ Son of Shri. _____ on behalf of the Agency and Director on behalf of the MPRRA and all of which shall be deemed to form part of this agreement as though separately set out herein and are included in the expression "Contract" here in used (hereinafter referred to as the said works).

AND WHEREAS the Academy has accepted the tender of the Agency vide order No. _____ dated _____ for execution of the said work for the sum of Rs _____ (Rs. _____ only) on the terms and subject to the conditions hereinafter mentioned.

NOW THEREFORE THIS agreement witnesses and it is hereby agreed as follows:-

The following documents are integral part of agreement

- I. Notice Inviting Proposal
- II. Instructions to Bidder
- III. Terms of Reference
- IV. Technical Bid – Submitted by the bidder
- V. Financial Bid– Submitted by the bidder
- VI. General and Special Conditions of Contract
- VII. Letter of Award

The agency shall execute the said work and do, perform and carryout all matters incidental and/or ancillary thereto within the time specified in the and in accordance with the terms and conditions specified in the contract.

For the work done under Clause-I, the MPRRA shall pay to the Agency Rs._____ (Rs._____) only or such other sum as may become payable in accordance with the contract. In all matters arising under out of or in relation to this agreement the terms and conditions of the contract shall apply and all such matters shall be determined accordingly.

This agreement shall be deemed to be entered into at Bhopal and all disputes and claims, if any, of or in respect of this agreement are to be settled at Bhopal or be triable only in any competent court situated at Bhopal.

In witness where of the parties hereto have signed this agreement on the dates and year mentioned against their respective signature.

ON BEHALF OF AGENCY

WITNESS

1. Signature
Address:

Signature
Address

2. Signature
Address:

ON BEHALF OF ACADEMY

WITNESS

2. Signature
Address:

3. Signature
Address

**Form of Bank Guarantee for Performance Security
(To be used by approved scheduled banks)**

1. In consideration of the Director MPRRA Bhopal (hereinafter called “the Academy”) having agreed to exempt M/s (Herein after called “the Agency”) from the demand, under the terms and conditions of an Agreement dated..... made between..... And for(hereinafter called “the said Agreement”) security deposit for the due fulfilment by the said Agency of the terms and conditions contained in the said agreement on production of Bank Guarantee for (Rupees.....only). We..... Bank Limited (hereinafter referred to as “the Bank”) do hereby undertake to pay to Academy an amount not exceeding Rs..... Against any loss or damage caused to or suffered or would be caused to or suffered by the Academy by reason of any breach by the said Agency of any terms of conditions contained in the said agreement.

2. We.....Bank Limited, do hereby undertaken to pay the amount due and payable under this guarantee without any demure merely on a demand from the Academy stating that the amount claimed is due by way of loss or damage caused to or suffered by the Authority by reason of any breach by said Agency of any of the terms or conditions Contained in the said agreement or by reason of the Firm’s failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regard the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

3. We Bank Limited further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all dues of the Academy under or by virtue of the said Agreement have been fully paid and its claim satisfied or till Academy certifies that the terms of the said agreement have been fully and properly carried out by the said Agency and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on in writing on or before the we shall be discharged from all liability under this guarantee thereafter.

4. We.....Bank Limited further agree with the Academy that shall have the fullest liberty without our consent and without effecting in any manner obligations her under or very any of the terms and condition of the said agreement or to extend time of performance by the said Agency from time to time or to postpone for any time or from time to time any of the powers exercisable by the Academy against the said Agency and to fore-bear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liabilities by reasons of any such variation of extension having granted to the said Agency for any forbearance act, or commission on the part of the Academy or any indulgence by the Academy of the said Agency or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

5. We bank hereby also undertake to have the signature of Branch Manager issuing the Bank Guarantee verified from the local branch of the bank in M.P.

6. We bank hereby unequivocally undertake that if the Academy invokes the guarantee the bank (issuing branch) will make the payment to the Academy without any reference and demur.

7. WeBank Limited Lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Academy in writing.

Dated theday of.....20.....

For Bank Limited.