Request for Proposal (RFP)
FOR SELECTION OF PROJECT MANAGEMENT CONSULTANT TO PLAN THE IMPLEMENTATION OF BLOCKCHAIN TECHNOLOGY

DEPARTMENT OF REVENUE
GOVERNMENT OF MADHYA PRADESH

BIDDING AUTHORITY:
CHIEF EXECUTIVE OFFICER
MP LAND RECORDS
Address: _____________
Contact No. _____________
Email ID. _____________
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<table>
<thead>
<tr>
<th>S. No.</th>
<th>Activity</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Document Reference Number</td>
<td>MPCLR/2017-18/08</td>
</tr>
<tr>
<td>2.</td>
<td>Bid Inviting authority</td>
<td>CEO, MP Land Records</td>
</tr>
<tr>
<td>3.</td>
<td>Start date of issuance of RFP document</td>
<td>20th March 2018</td>
</tr>
<tr>
<td>4.</td>
<td>Last date for Submission of Queries</td>
<td>02nd April 2018</td>
</tr>
<tr>
<td>5.</td>
<td>Pre-Bid Conference</td>
<td>Date: 02nd April 2018 2:00pm. Venue: Office of the Principal Revenue Commissioner, 220, Rajasv Rahat Bhavan, Arera Hills, Bhopal,</td>
</tr>
<tr>
<td>6.</td>
<td>Last date and time for Bid Submission</td>
<td>10th April 2018 11:00am</td>
</tr>
<tr>
<td>7.</td>
<td>Tender Cost</td>
<td>INR 5000/-</td>
</tr>
<tr>
<td>8.</td>
<td>Value of Earnest Money Deposit</td>
<td>An earnest money deposit (EMD) of <strong>Rs. 2,00,000/- (Rs. Two lakhs)</strong> shall be accepted through online mode only. The bid security shall be furnished in Indian National Rupees (INR) and should be valid for a period of minimum 180 days. The Bidders are required to invariably upload the valid documentary evidence of submission of online EMD (or EMD Exemption Certificate if applicable) in envelope-A without which online offer i.e., Envelopes-B &amp; C shall not be opened.</td>
</tr>
<tr>
<td>9.</td>
<td>Venue, Date and time for opening of Technical bids</td>
<td>Venue: Office of the Principal Revenue Commissioner, 220, Rajasv Rahat Bhavan, Arera Hills, Bhopal, Date: <strong>10th April 2018</strong> at 03:00 pm</td>
</tr>
<tr>
<td>10.</td>
<td>Date and time for opening of Financial bids</td>
<td><strong>To be intimated</strong></td>
</tr>
<tr>
<td>11.</td>
<td>Selection method</td>
<td>Method of Selection QCBS (70:30)</td>
</tr>
<tr>
<td>12.</td>
<td>Validity</td>
<td>Validity of the proposal 180 days from the date of publication of this RFQ</td>
</tr>
<tr>
<td>13.</td>
<td>Complete Tender Document can be downloaded from :</td>
<td><a href="https://www.mpeproc.gov.in/">https://www.mpeproc.gov.in/</a></td>
</tr>
<tr>
<td>14.</td>
<td>Mail ID for correspondence and submission of pre-bid queries</td>
<td>Email:- <a href="mailto:clrgwa@nic.in">clrgwa@nic.in</a> and <a href="mailto:procurement.clr@mp.gov.in">procurement.clr@mp.gov.in</a></td>
</tr>
<tr>
<td>15.</td>
<td>Mode of Submission</td>
<td>e-Procurement through <a href="http://www.mpeproc.gov.in">www.mpeproc.gov.in</a></td>
</tr>
<tr>
<td>16.</td>
<td>Performance Bank Guarantee</td>
<td>10 % of the contract value ( to be given within 15 days post issuance of work order)</td>
</tr>
</tbody>
</table>
INTRODUCTION

Madhya Pradesh being a large State has various Government Departments; maintaining the records of high importance. These records are being utilized to serve the citizens with benefits, services, information etc. The Department of Revenue, Government of Madhya Pradesh deals with land related matters (Demarcation, land partitioning, Land Transfer etc.), Taxes, farmer’s employment, delimitation of Divisions Districts Blocks, Administration of The State, Management of maps, Survey for land related tax, chakbandi, Budgeting, creation of positions, functioning of government positions, promotions, transfers, running halkabandi schemes, running government printing press, resolution of border disputes etc.

With a humongous presence across the State and highly associated with public service delivery; the department has implemented various IT solutions to ensure better backend processing and swift public service delivery. Some of the initiatives undertaken by the department are: WebGIS, Modern Record Room, Digitization of Maps, Survey/ resurvey project, Revenue Court Management System (RCMS) etc. The Department has its reach till the village level through various sanctioned positions across the State, below is the statistics on present strength of the Department:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Designation</th>
<th>Sanctioned Post</th>
<th>Vacant Posts</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Sub division Officer</td>
<td>596</td>
<td>166</td>
</tr>
<tr>
<td>2.</td>
<td>Tehsildar</td>
<td>519</td>
<td>228</td>
</tr>
<tr>
<td>3.</td>
<td>Nayab Tehsildar</td>
<td>620</td>
<td>234</td>
</tr>
<tr>
<td>4.</td>
<td>SLR</td>
<td>143</td>
<td>132</td>
</tr>
<tr>
<td>5.</td>
<td>A-SLR</td>
<td>280</td>
<td>4</td>
</tr>
<tr>
<td>6.</td>
<td>Reserve Inspector</td>
<td>2,167</td>
<td>403</td>
</tr>
<tr>
<td>7.</td>
<td>Patwari</td>
<td>19,020</td>
<td>9235</td>
</tr>
</tbody>
</table>

Similarly Urban Administration, Commercial Tax Department, Madhya Pradesh Board of Secondary Education, Professional Examination Board, State Agency for Public Service etc. are the Departments/ Government institutions; highly involved in public service delivery, management of critical information/ records, issuance of certificates etc. In present context, some IT interventions are already implemented in government departments for Public Service delivery, records management and back office functions. Almost all Departments have their presence across the State i.e. 51 Districts and 413 blocks/ tehsils with or without physical setup at district/ Block level.

PROJECT BACKGROUND

To maintain the sanctity of records and to ensure the unauthorised activities by authorised users; a need of a system that can ensure the added security to the records and information; came into the existence. The need of owning such system becomes the basis for conceptualization of the project. Department of Revenue, Government of Madhya Pradesh is one of the departments that has highest citizen interactions in their day to day operations, the records managed by the Department has substantial significance; since huge conflicts and claims comes through it only. Similarly other departments too.

Many IT initiatives have been implemented to serve various functionalities pertaining to service disposal and record management. All such initiatives have been implemented with security features
and allows access to only authorised users for process or accessing vital information available at relevant platforms. However present system not restricting any authorised user for modifications of records since they have been assigned relevant rights to do so and hence authorised user with malafide intentions may sabotage the sanctity of the information, records and system. The significance of records and information led to the need of a system that may ensure robust security with freedom of work.

To Start with, a platform needs to created utilizing block chain concepts for the revenue department w.r.t. the critical records that can be considered as their ledger and further other departments may also be considered for implementation.

**BLOCK CHAIN TECHNOLOGY**

Department of revenue willing to implement the Blockchain concept and accordingly looking for an agency to plan the implementation of technology. Why department of revenue looking for implementation of Block chain? Since Blockchain, is a continuously growing list of records i.e. blocks which are linked and secured using cryptography. Each block typically contains a cryptographic hash of the previous block, a timestamp and transaction data. By design, a blockchain is inherently resistant to modification of the data. It is "an open, distributed ledger that can record transactions between two parties efficiently and in a verifiable and permanent way". For use as a distributed ledger, a blockchain will typically be managed by a peer-to-peer network collectively adhering to a protocol for validating new blocks. Once recorded, the data in any given block cannot be altered retroactively without the alteration of all subsequent blocks, which requires collusion of the network majority.

Technology is secure by design and are an example of a distributed computing system, Decentralized consensus has therefore been achieved with a blockchain. This makes blockchains potentially suitable for the recording of events, and other records management activities, such as identity management, transaction processing, documenting provenance etc. A chain of blocks such that it bears a verification record of the block that preceded it. This creates a chain of “fingerprints” all the way back to block number one. Therefore, it is impossible to alter information stored in older blocks without changing the subsequent blocks, because changing the block would change its fingerprint and invalidate the chain.

Current IT architectures most often create security by making systems inaccessible behind firewalls and with special network connections. For example, there are just a few actors, such as Civic bodies, Land Record Offices and a number of governmental authorities, who can connect their systems to databases at Revenue. Blockchain technology makes it possible to make verification records accessible without jeopardizing the security of the original documents.

In practice, confidence in the original transactions and documents improves when several actors have access to the blockchain’s verification records. When the verification records are open and demonstrably difficult to manipulate, there is less reason to question them, and trust and confidence in them grow significantly. The blockchain’s ability to create a secure shared history, and in doing so create trust, is why it has been called "The Trust Machine" by the Economist. Department of revenue looking for the similar solution and seeking assistance from consultant to study the technological concepts and explore the possibility of implementation of said technology in land record scenario.
BENEFITS ANTICIPATED FOR REVENUE FROM BLOCKCHAIN IMPLEMENTATION

The solution provides value by improving processes associated with land registration and real estate transactions. The following is a brief list of some of these improvements:

- Eliminating the need for physical archives of contracts and files.
- Increased resilience and redundancy of the transactional data in the land registry and the mortgage deed registry.
- Greater security for users of the system, in part because validation of the purchasing contracts and ownership can be done independently.
- Faster and more transparent transactions.
- Official registration and confirmation of pending ownership around 4-8 months earlier than in the current process, which allows more information and data of transactions to be available, increase liquidity of real estate since it can be sold by the soon to be owner, and more.
- Making it possible to receive automatic confirmation of final land title at the date of transaction.
- Significantly improved mortgage deed handling, and making payments of loans dependent on secure transfer of mortgage deed.
- Elimination of the possibility of selling a property more than once.
- Making it more difficult to steal a property.
SCAPE OF WORK FOR CONSULTANT

Initially scope of work for consultant is targeting planning of implementation on Block chain for the Department of Revenue, however similar activity for any five Departments of GoMP may also be added in scope for consultant in later stage and it will be considered as an additional work. In case of additional scope of work, relevant provisions shall be made in mutual consent between Department and the Consultant.

Phase-I: Study of Block Chain Technology and Determination of Applicability

1. Study of Block Chain Technology and preparation of concept note

Selected Consultant is required to under a study of Block chain technology, its’ implementation benefits, Associated Risks, Mitigation approach and dependent factors for implementation. The said document would be entirely a technical document consisting all the technological and implementation aspects. Consultant is also required to present the note before the relevant forum or stakeholders and discuss various elements of technology.

2. Submission of Case studies on Block Chain implementation covering national/ international scenarios

Consultant is required to undertake a study where Block Chain technological concepts are already implemented or are being implemented and in use. Department may support the Consultant in arranging the necessary provisions for study (if required). Consultant required to clearly capture of the associated components involved in implementation of the said concept at National or international level and prepare a relevant documentation / case study report. Case study should consist current appearance of implementation, technology, Risks, Mitigations, success factors, challenges faced etc.

Consultant is also required to present the case study before the relevant forum or stakeholders and discuss various elements of implementation and associated factors.

3. Preparation of Vision document on applicability of Block Chain implementation for the Revenue Department, Government of Madhya Pradesh

Consultant is required to prepare a vision document towards implementation of Block Chain technology; in the purview of Revenue operations. How implementation can be undertaken, what components (IT Infrastructure and manpower requirements) are required to implement, coverage of block chain for already implemented software solutions, Manpower requirements etc. the said activity can be considered as AS-IS and TO-Be of Revenue system where only those implementations would be considered where said technological implementation is expected.

Consultant is required to clearly define the relevant Revenue components for Block Chain implementation, how block chain implement is beneficial for revenue department, What Changes will it bring in operations and information security etc. Said report will become the basis for design and development of Project Requirement document (PRD) and Detailed project Report (DPR). Consultant is required to present the Vision document before the stake
holders and clarify the applicability of concept w.r.t. Revenue operations, record management, security and sanctity.

Phase-II: Preparation of Detailed Project Report

1. Preparation of Project Requirement Document (PRD)

Consultant is required to define the project implementation requirements based on the studies undertaken in previous phase. The project requirements needs to be produced through a Project Requirement Document (PRD), that would consists-

- Purpose and scope, from both a technical and business perspective
- Stakeholder identification
- Requirements, including
  - Functional requirements
  - Non-functional requirements
  - Usability requirements
  - Technical requirements (e.g. security, network, platform, integration, client)
  - Environmental requirements (Technology and Infrastructure)
  - Support requirements
- Assumptions
- Constraints
- Dependencies
- High level workflow plans, timelines and milestones
- Evaluation plan and performance metrics

PRD prepared by the Consultant required to be presented before the stakeholders, all the suggestion and modifications produced during the session should be recorded and reflected in PRD post diligence of applicability. Further PRD would become the part of Detailed Project Report (DPR).

2. Detailed Project Report (DPR)

“What, When and How” are required to define clearly by the Consultant as What type of implementation Revenue Department should undertake, When Implementation can be started and How it can be Implemented & Managed. The PRD would become the part of DPR and relevant costing against each activity required to be done.

DPR would contain the following information but not limited to-

- Project Background
- Project Definition, Concept and Scope (May come through PRD)
- Project Cost
- Project Financial Structuring
- Project Phasing
- Project O&M planning
- Project Financial Viability & Sustainability
- Project Benefits Assessment
- Tentative project Implementation Plan
Consultant is required to assist the Department in presenting the DPR before the Stake holders and State Government for approval and funding provisions. On approval from the State government and relevant funding consultant will assist the Department in planning the selection process for implementing the block chain concept at Revenue Department.

**Phase-III: Selection of Implementation Agency**

1. **Preparation of Request for Proposal (RFP) for selection of Implementation agency and Bid Process Management**

   Consultant is required to prepare a Request for Proposal (RFP) for selection of implementation agency consisting scope, Project Implementation Plan, Payment conditions, Service level agreement, Contractual conditions etc. and submit the same to the Department for verification, validation and approval. In addition, consultant may also assist the Department in finalization of RFP and publishing (if required).

   Consultant shall also require to assist the Department in conducting the preproposa conference, clarifications on queries, issuing the corrigendum and submission of bids. Further, Consultant shall assist the Department in Technical and Financial evaluation of bids and also extend the support in communication with successful agency and stakeholders.

   Consultant will also support in finalization of agreement and agreement signing process including issuance of LOI and Work order.

2. **Project Kick off**

   Consultant is required to arrange a project kick off meeting consisting all the Stakeholders and selected implementation agency to discuss the project implementation plan and methodology for implementation. Proceedings and decisions taken during the meeting shall be recorded and replicated as per applicability.

**Phase-IV: Project Monitoring and Management**

Consultant is require to monitor the project implementation activities undertaken by the selected agency throughout the implementation period. In case of delay in completion of any defined activities, calculation of relevant penalties shall be done by the Department in consultation with Consultant.

Activities included but not limited to-

- Reviewing project documents submitted by Implementation Agency
- Conducting project review meeting in defined intervals
- Organizing User Acceptance Testing (UAT) of developed solution
- Processing payments of implementation agency against work done inline to the terms and conditions of RFP/ Agreement
- Monitoring of Service Level Agreement
- Calculation of relevant penalties and consultation with the Department
- Fund flow management
- Monitoring Third party audit of system (if provisioned)

PROJECT DELIVERABLES

The schedule mentioned below is a tentative schedule for project planning by project management consultant (PMC)

**Timelines- T [Date of Commencement of Project Tenure]**

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Phase</th>
<th>Deliverable</th>
<th>Onus</th>
<th>Timelines</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Phase-I</td>
<td>Study of Block Chain Technology and preparation of concept note</td>
<td>PMC</td>
<td>T1</td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td>Submission of Case studies on Block Chain implementation covering national/international scenarios</td>
<td>PMC</td>
<td>T+1=T1</td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td>Preparation of Vision document on applicability of Block Chain implementation for the Revenue Department, Government of Madhya Pradesh</td>
<td>PMC</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td>Approval of Deliverables</td>
<td>Department</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Phase-II</td>
<td>Preparation of Project Requirement Document (PRD)</td>
<td>PMC</td>
<td>T1 + 1.5=T2</td>
</tr>
<tr>
<td>6.</td>
<td></td>
<td>Detailed Project Report (DPR)</td>
<td>PMC</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td></td>
<td>Approval on DPR</td>
<td>Department</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Phase-III</td>
<td>Preparation of Request for Proposal (RFP) for selection of implementation agency</td>
<td>PMC</td>
<td>T2+1=T3</td>
</tr>
<tr>
<td>9.</td>
<td></td>
<td>Bid Process Management</td>
<td>PMC/Department</td>
<td>T3+1.5=T4</td>
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<tr>
<td>10.</td>
<td></td>
<td>Contract Signing</td>
<td>PMC/Department</td>
<td>T4+0.5=T5</td>
</tr>
<tr>
<td>11.</td>
<td></td>
<td>Project Kick off Meeting</td>
<td>PMC/Department</td>
<td>T5+0.5=T6</td>
</tr>
<tr>
<td>12.</td>
<td>Phase-IV</td>
<td>Project Monitoring and Management</td>
<td>PMC</td>
<td>T6+12</td>
</tr>
</tbody>
</table>

Selection of Project Management Consultant for Planning of Blockchain Implementation at Revenue Department
MANPOWER REQUIREMENTS

The manpower to be deployed by the Consulting agency is given in the table below. Key personnel are to be deployed full time on the project whereas part time consultant needs to be deployed on need basis as per Project requirement.

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Resource</th>
<th>Category</th>
<th>Nos.</th>
<th>Experience &amp; Education Qualification</th>
<th>Key Responsibility Areas</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Project Manager</td>
<td>Key Personnel</td>
<td>1</td>
<td>10 Years of Work Experience</td>
<td>• Overall project management</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>BE/ BTech with MBA degree OR MCA</td>
<td>• Assisting Department with the development of a detailed project work plan, including specific objectives, indicators, work planning (task allocation and responsibilities etc.)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Certifications PMP/ ITIL/ Six Sigma /PRINCE2</td>
<td>• Preparation of Case studies, Vision Document, PRD and DPR</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>• Assist Department in bid process management</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>• Stakeholder communication</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>• Project Kick-off and reporting</td>
</tr>
<tr>
<td>2.</td>
<td>Consultant - Technology Management</td>
<td>Key Personnel</td>
<td>1</td>
<td>5 Years of Work Experience</td>
<td>• Study of Block chain technology</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>BE/ BTech/ MCA</td>
<td>• Preparation of various reports such as case studies, vision document, PRD, DPR</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Certifications PMP/ ITIL/ Six Sigma /PRINCE2</td>
<td>• Preparation of RFP for selection of agency for Block chain implementation</td>
</tr>
<tr>
<td>3.</td>
<td>Consultant-Program Management</td>
<td>Key Personnel</td>
<td>1</td>
<td>5 Years of Work Experience</td>
<td>• Preparation of various reports such as case studies, vision document, PRD, DPR</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>BE/ BTech/ MCA</td>
<td>• Preparation of RFP for selection of agency for Block chain implementation</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Certifications PMP/ ITIL/ Six Sigma /PRINCE2</td>
<td>• Project Monitoring and Management</td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
MANPOWER DEPLOYMENT PLAN

The schedule of deployment of manpower is provided in table below

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Resource</th>
<th>Category</th>
<th>Duration</th>
<th>Commencement of Deployment</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Project Manager</td>
<td>Key Personnel</td>
<td>8 Months</td>
<td>Beginning of the project</td>
</tr>
<tr>
<td>2.</td>
<td>Consultant- Technology Management</td>
<td>Key Personnel</td>
<td>8 Months</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Consultant- Program Management</td>
<td>Key Personnel</td>
<td>18 Months</td>
<td>Only 1 Consultant- Program Management is required for entire tenure and other will serve for 1 year from the date of commencement of project.</td>
</tr>
</tbody>
</table>

Note:

1. Deployment of part time resource shall be done as and when required to the Department however specified duration is minimum deployment timeframe in continuity. If additionally required, Bidder shall make the relevant expert available based on the man month quoted cost.
2. Part time resource(s) shall be deployed within 30 days from the date of communication to the Bidder and approval
3. In case, deployment of part time experts is required additionally and Bidder is not able to deploy the expert onsite immediately then Bidder has to ensure offsite support from the expert within 1-2 days and further ensure the deployment onsite as early as possible
4. This RFP provisions the hiring of additional manpower as per the requirements of the department. Bidder has to provide the resources on man month rates quoted in financial bid.
5. In case, for reasons extension may be provided for another 4 months
## PAYMENT TERMS AND CONDITIONS

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Phase</th>
<th>Deliverable</th>
<th>Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td>Study of Block Chain Technology and preparation of concept note</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Phase-I</td>
<td>Submission of Case studies on Block Chain implementation covering national/international scenarios</td>
<td>20% of Project Value</td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td>Preparation of Vision document on applicability of Block Chain implementation for the Revenue Department, Government of Madhya Pradesh</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Phase-II</td>
<td>Preparation of Project Requirement Document (PRD)</td>
<td>30% of Project Value</td>
</tr>
<tr>
<td>5.</td>
<td></td>
<td>Submission of finalized Detailed Project Report (DPR)</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Phase-III</td>
<td>Preparation and finalization of Request for Proposal (RFP) for selection of implementation agency</td>
<td>10% of Project Value</td>
</tr>
<tr>
<td>7.</td>
<td></td>
<td>Bid Process Management – Issuing of LOI and work order</td>
<td>15% of Project Value</td>
</tr>
<tr>
<td>8.</td>
<td></td>
<td>Contract Signing</td>
<td>25% of Project Value</td>
</tr>
<tr>
<td>9.</td>
<td></td>
<td>Project Kick off Meeting</td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Phase IV</td>
<td>Project Monitoring and Management (T6+12 months where T6 is date for project kick-off)</td>
<td>Man month basis (As quoted in Part-B of Financial Bid)</td>
</tr>
</tbody>
</table>

**Note:**
- In case delay in achieving any milestone which is not attributed by PMC, then Competent Authority may have right to release any part payment in anticipation to future activities or define any other activities for making payments.
- In case of addition in existing scope of work, relevant payments shall be decided on mutual consent between Department and Consultant.
**PREQUALIFICATION CRITERIA**

Bidder has to ensure the compliance against below stated criteria to qualify for Technical Evaluation and further bid process.

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Eligibility Criteria</th>
<th>Documentary Evidence</th>
</tr>
</thead>
</table>
| 1.     | The bidding is open to Companies registered in India under Companies Act 1956 or Companies Act 2013, or Firms registered with Registrar of firms and societies in India, who are fulfilling eligibility criteria. | • Attested copies of Memorandum and articles of association of Company in case of company, or attested copy of certificate of registration of firms and societies in case of Firms.  
• Attested copy of partnership deed of the form if firm is a partnership firm |
| 2.     | The Bidder should be a legally registered entity in India and should have been in operation for at least five years. | Certificate of Association |
| 3.     | The bidder should have average minimum annual turnover of INR 100 Crores in last 3 financial years (FY 14-15, FY 15-16, FY 16-17). | Certificate from statutory auditor |
| 4.     | The bidder must be registered for GST with the appropriate Department. | Attested copy of the GST registration certificate with code number issued by Government of India. |
| 5.     | Bidder must have positive net-worth in last 3 financial years (FY 14-15, FY 15-16, FY 16-17). | Certificate from statutory auditor stating net-worth of Bidder |
| 6.     | The Bidder must have successfully completed/Ongoing at least 3 consulting assignments consisting Planning for Technology Implementation/management and monitoring of Technology implementation for any State/Central Government or PSU or related organisation in last 5 years with value not less than INR 3 Crores. | Completion Certificate for Client  
OR  
Self-Declaration of completion certified by auditor  
And  
Project Citation is required in format given as Annexure-Form 14 |

**Planning and Monitoring activities may involve:**  
Study of existing processes, designing FRS, preparation of DPR, Bid Process Management, Implementation monitoring, Reporting, SLA monitoring etc.

*in case of ongoing projects, only those projects will be considered which have completed at least 1 year at the time of bid submission.*
<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>8.</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>The bidder must have at least 150 full time consulting professionals on its rolls.</td>
</tr>
<tr>
<td>10.</td>
<td>The bidder shall not be under a declaration of ineligibility for corrupt or fraudulent practices</td>
</tr>
<tr>
<td>11.</td>
<td>No deviations from terms and conditions of Bid document.</td>
</tr>
</tbody>
</table>

A Certificate from HR or company secretary confirming the same.  
Self-undertaking to be submitted by the bidder as Annexure- Form 15  
Declaration is required to be submitted in Annexure- Form 16

**Any noncompliance to above criteria may lead to the disqualification of bidder from Technical Evaluation.**
### TECHNICAL EVALUATION CRITERIA

Technical evaluation will be carried out only for those bidders who qualifies the Pre-qualification stage. The Technical evaluation will be carried on the below parameters:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Criteria</th>
<th>Evaluation Criteria</th>
<th>Documents required</th>
<th>Maximum Marks</th>
</tr>
</thead>
</table>
| 1.     | Adequacy and quality of the proposed methodology, and work plan in responding to the scope of work. | 1) Understanding of the objectives of the Assignment: The extent to which the consultant’s approach and work plan respond to the objectives indicated in the RFP: **Max Marks 10**  
   2) Completeness and responsiveness: The extent to which the proposal responds exhaustively to all the requirements of all the Scope of Work: **Max Marks 5**  
   3) Demonstration of understanding of the Department’s requirements  
   - Learnings  
   - Challenges likely to be encountered  
   - Mitigation proposed  
   - Client references: **Max Marks 5**  
   4) Project work break down structure  
   - Overall timelines  
   - Resource assignments (relevance to the task assigned)  
   - Dependencies: **Max Marks 10** | Technical Proposal | 30 |
| 2.     | The bidder should have average minimum annual turnover of INR 100 Crores in last 3 financial years (FY 14-15, FY 15-16, FY 16-17). | **Turnover**  
INR 100 Crores=2  
INR 100 Crores<=>INR 125 Crores= 5 marks  
INR 125 Crores<=>INR 150 Crores= 7 marks | CA Certificate to be provided | 15 |
<table>
<thead>
<tr>
<th>S. No.</th>
<th>Criteria</th>
<th>Evaluation Criteria</th>
<th>Documents required</th>
<th>Maximum Marks</th>
</tr>
</thead>
</table>
| 3.    | The Bidder must have successfully completed/ ongoing at least 3 consulting assignments consisting Planning for Technology Implementation/ Implementation management & monitoring for any State/Central Government or PSU or related organisation in last 5 years with value not less than INR 3 Crores. | INR 150 Crores<>INR 175 Crores= 10 marks  
Greater than INR 175 Crores= 15 Marks  
Projects  
= 3 project: 5 Marks  
= 4 projects: 10 Marks  
= 5 projects: 15 Marks  
= 7 projects: 20 Marks  
=greater than 7 projects: 25 Marks                                                                                                                                                                                                 | Project Citation  
+ Work Order  
+ Client Certification/ Self Declaration audited by statuary                                                                                                                                   | 25 |
| 4.    |                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                 |                                                                                                                                  |                |
| 5.    | Key Experts’ evaluation for the Assignment                                                                                                                                                                                                                                   | Please refer Evaluation Matrix for Key Experts                                                                                                                                                                   | Based on resume                                                                                                                | 30 |

**The minimum technical score (St) required to pass is: 70**

**Evaluation Matrix for key resources**

<table>
<thead>
<tr>
<th>Position</th>
<th>Certification</th>
<th>Marking Matrix</th>
<th>Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager</td>
<td>Certification</td>
<td>Certifications PMP/ ITIL/ Six Sigma / PRINCE2</td>
<td>3 Marks</td>
</tr>
</tbody>
</table>
|                           | Experience    | =10 years : 2  
For every additional year: (1.5 marks Maximum : 6 Marks) | 8 Marks |       |
<p>|                           | Exposure of Government Project | Should have at least 5 years exposure of government projects | 1 Marks |       |</p>
<table>
<thead>
<tr>
<th>Position</th>
<th>Marking Matrix</th>
<th>Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Consultant Technology Management</td>
<td>Certification: Certifications PMP/ ITIL/ Six Sigma / PRINCE2</td>
<td>2 Marks</td>
</tr>
<tr>
<td></td>
<td>Experience: = 5 years : 2</td>
<td>7 Marks</td>
</tr>
<tr>
<td></td>
<td>For every additional 1 year: (1 mark Maximum : 5 Marks)</td>
<td></td>
</tr>
<tr>
<td>Consultant- Program Management</td>
<td>Certification: Certifications PMP/ ITIL/ Six Sigma / PRINCE2</td>
<td>2 Marks</td>
</tr>
<tr>
<td></td>
<td>Experience: = 5 years : 2</td>
<td>7 Marks</td>
</tr>
<tr>
<td></td>
<td>For every additional 1 year: (1 mark Maximum : 5 Marks)</td>
<td></td>
</tr>
</tbody>
</table>
FINANCIAL EVALUATION

The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.

The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:

\[ S_f = 100 \times \frac{F_m}{F} \]

Sf- financial score, Fm- lowest price, F- price of the proposal under consideration.

The weights given to the Technical (T) and Financial (P) Proposals are:

\[ T = 70, \quad P = 30 \]

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: \[ S = St \times T\% + Sf \times P\%. \]

Note: Consultant should quote their financial cost in INR only.

In case of a tie i.e. more than one bidder being adjudged as same final score, the bidder with highest technical score figure shall be awarded the Contract.
<table>
<thead>
<tr>
<th>Definition(s)</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1.</strong></td>
<td>In this bid document (including all the appendices), unless the context otherwise requires, the terms given below shall have the following meanings assigned to them:</td>
</tr>
<tr>
<td>1.1 “Addendum”</td>
<td>shall mean any other document issued to the bidders in addition to the bid document by the Purchaser in the context of this bidding process.</td>
</tr>
<tr>
<td>1.2 “Award of Contract”</td>
<td>shall mean the issue of the work order or the Letter of Award, whichever is earlier.</td>
</tr>
<tr>
<td>1.3 “Bid/Tender”</td>
<td>shall mean the proposal/document that the bidder submits in the requested and specified form as mentioned in bid documents.</td>
</tr>
<tr>
<td>1.4 “Bidder”</td>
<td>shall mean the firm/party who quotes the offer against a tender or enquiry.</td>
</tr>
<tr>
<td>1.5 “Bid documents”</td>
<td>shall mean all the documents issued to the bidder to procure works/services.</td>
</tr>
<tr>
<td>1.6 “BG”</td>
<td>shall mean Bank Guarantee.</td>
</tr>
<tr>
<td>1.7 “Companies Act”</td>
<td>shall mean The Companies Act, 1956 (as amended or replaced from time to time).</td>
</tr>
<tr>
<td>1.8 “Contract”</td>
<td>means the Contract Agreement entered into between the Purchaser and the Successful Agency, together with the Contract Documents referred to therein; all such documents shall constitute the Contract and the term Contract shall in all such documents be construed accordingly.</td>
</tr>
<tr>
<td>1.9 “Contract value”</td>
<td>shall mean the contract value, as adjusted after giving effect of (i) price escalation (if any as per contractual provisions), and (ii) changes in statutory taxes which is to be compensated by Purchaser as per the contractual provisions (if any).</td>
</tr>
<tr>
<td>1.10 “EMD”</td>
<td>shall mean Earnest Money Deposit.</td>
</tr>
<tr>
<td>1.11 “Instruction”</td>
<td>shall mean any drawings and/or instruction in writing, details, directions and explanations issued by the Purchaser from time to time during the Contract Period.</td>
</tr>
<tr>
<td>1.12 “Month”</td>
<td>shall mean calendar month.</td>
</tr>
<tr>
<td>1.13 “Notice in Writing” or “Written Notice”</td>
<td>shall mean a notice, in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post/e-mail to the last known private or business address or registered office of the addresses and shall be deemed to have been received when in ordinary course of post it would have been delivered.</td>
</tr>
<tr>
<td>1.14 “Purchaser”</td>
<td>shall mean O/o CEO, MP Land Record, Madhya Pradesh.</td>
</tr>
<tr>
<td>1.15 “PSU”</td>
<td>shall mean Public Sector Undertaking.</td>
</tr>
<tr>
<td>1.16 “Quarter”</td>
<td>shall mean a period of three consecutive month starting from 1st April to 30th June/ 1st July to 30th Sep/ 1st Oct to 31st Dec/ 1st Jan to 31st March.</td>
</tr>
<tr>
<td>1.17 “Services”</td>
<td>shall mean all the services which the successful bidder is required to provide under the scope of work to the Purchaser under the Contract.</td>
</tr>
<tr>
<td>1.18 “Work Order”</td>
<td>means written order signed by the Purchaser after the successful bidder has acknowledged the LoA.</td>
</tr>
<tr>
<td>1.19 “Work”</td>
<td>shall mean services to be provided by the Successful Bidder under the ‘Work Order’ or ‘Contract’.</td>
</tr>
<tr>
<td>2. Availability of Bid documents</td>
<td></td>
</tr>
</tbody>
</table>
2.1. The bid document will be uploaded on the Purchaser’s website as mentioned in NIT, the same can be downloaded and submitted along with desired EMD on due date of submission as specified in Data Sheet of this bid document. The tender fees shall be submitted at the time of submission of the Bid.

3. **Invitation of Bids**

3.1. The Purchaser is hereby inviting unconditional bids for procuring works/services as specified in Scope of Work through domestic competitive bidding (open bidding mode) from bidders fulfilling the criteria specified in “Eligibility criteria for bidders” of this bid document. The essential tender information has been provided in **Prequalification Criteria**.

4. **Responsibility of bidder(s)**

4.1. The Purchaser will not assume any responsibility regarding information gathered, interpretations or conclusions made by the bidder or regarding information, interpretations or deductions the bidder may derive from the data furnished by the Purchaser or any other data.

4.2. Verbal agreement or conversation with any officer/employee of the Purchaser either before or after the submission of bid shall not affect or modify any of the terms and conditions or obligations contained herein.

4.3. It shall be the sole responsibility of bidders to determine and to satisfy themselves by such means as they consider necessary or desirable as to all matters pertaining to this bidding process including in particular all factors that may affect the cost, duration and execution of the works/services.

5. **Eligibility criteria**

5.1. The bidder(s) shall furnish, as part of their unconditional bid, documents establishing the bidder's qualifications to perform the works/services to the satisfaction of the Purchaser. The detailed eligibility criteria are listed out in Prequalification criteria.

5.2. Notwithstanding anything stated therein, the Purchaser reserves the right to inquire and review the bidder's capability and capacity to perform the work during the course of evaluation.

6. **Project site visit**

6.1. The bidder is advised to visit and examine the site where the works/services is to be executed and its surroundings; and obtain for himself on his own responsibility all information that may be necessary for preparing the bid, submission of offer and entering into a Contract for execution of works/services. The cost of visiting the site shall be borne by the bidder.

6.2. The bidder and any of its authorized personnel shall be granted permission by the Purchaser to enter in its premise(s) and land(s) for the purpose of such inspection, but only upon the condition that the bidder and its personnel shall release and indemnify the Purchaser and its personnel from and against all liability in respect thereof and shall be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of such inspection/visit.

7. **Process to be Confidential**

7.1. This bid document and any other document(s) released, information provided, discussions held, etc., as part of the bidding process, is strictly confidential and must not be divulged to anyone who is not directly involved in preparation of the bid, and the bidder(s) shall keep all information within this proposal or gained during the bidding or other processes confidential. No information or publicity will be allowed to any third party unless specific written authorization is obtained from the Purchaser.

8. **Clarifications on bid documents**

8.1. The bidders are expected to be fully conversant with all the clauses of the bid document before responding to it. However, prospective bidder(s) requiring any clarification on bidding documents may notify the Purchaser in writing through email/fax/post, to the address as mentioned in Data Sheet of this bid document.

8.2. The queries shall be accepted only from the accredited/authorized officers or executives of the bidder(s).

8.3. The Purchaser will respond only to those queries or request(s) for clarification that it received 3 days prior to pre-bid conference or 15 days prior to the scheduled/extended date
of submission of bid documents as prescribed by the Purchaser. All the queries needs to be submitted in format given in Form 17, in both excel and pdf format. Clarifications will be provided to only those queries which would be received before the due date. All future correspondence/corrigendum shall be published on www.mpeproc.gov.in only, without disclosing the source of the queries. All such clarifications shall form part of the bid documents and shall be incorporated in the bidder’s Proposal.

8.4. The Purchaser reserves the right to defer/decline responding or addressing to such queries/clarification sought that it feels are inappropriate without assigning any reasons whatsoever.

8.5.

9. **Preparation of Bids**

9.1. The bidder shall submit only one (1) unconditional bid in response to this tender/bid document.

9.2. The transfer of bid document(s) purchased by one bidder to another is not permissible in any case. Such bids shall be summarily rejected by the Purchaser.

9.3. The price bid should be duly filled and signed in accordance with the terms and conditions specified in bid documents thereto for online submission.

9.4. All pages of the bid document(s) including conditions of Contract, specification, etc., shall bear the full signatures with official rubber stamp by the bidder. Necessary documents in support thereof must be uploaded with bid documents at the time of submission, failing which bid will be treated as non-responsive and will not be considered. Any bid not bearing signatures (inked/ softcopy) on all the documents shall stand liable for rejection.

9.5. No corrections, even with signature, shall be allowed in the schedule of price, the rates quoted in the schedule of prices shall also be signed by bidder before submitting the bid. Non-compliance with these conditions will make the bid liable to rejection.

9.6. Bid documents shall be written legibly and free from erasure, overwriting or conversions of figures. Any corrections, where unavoidable, shall be made by crossing it out, duly signed. The bids found with over writing, erasures, etc. are likely to be rejected.

9.7. General information, which is not specifically requested for in the bid documents, must be uploaded along with techno-commercial proposal.

10. **Deviations from terms and conditions of the bid**

10.1. The bidder must furnish “No Deviations” from Terms and Conditions of Bid Document given as Annexure-Form 16 duly filled and signed by the authorized signatory of bidder.

11. **Bid Forms**

11.1. Wherever a specific form or schedule is prescribed in the bid document, the bidder shall use the same to provide relevant information. If the form or schedule does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the required information.

11.2. For all other cases, the bidder shall design a form to get the required information from the bidder.

11.3. Purchaser shall in no case be bound by any printed conditions or provisions in the bidder's bid forms whatsoever.

12. **Conditional Bid**

12.1. The bidders shall offer only unconditional bid(s); as conditional bid(s) are liable to be rejected.

12.2. Bidder’s terms and conditions enclosed with the proposal/offer will not be considered as a part of the Bid under any circumstances whatsoever it may be. These types of bids shall be deemed as conditional bids and shall stand liable for rejection.

13. **Deadline for submission of bids**

13.1. Bids must be submitted online, no later than the time and date specified in Data sheet of this bid document.

13.2. The Purchaser may, at its discretion, under intimation to the bidders who have purchased the bidding documents, extend the deadline for the submission of bids/opening of bids by issuing an addendum, in which case all rights and obligations of the Purchaser and bidders previously subject to the original deadline shall thereafter subject to the deadline as extended.
<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>14.</td>
<td><strong>Late Bid</strong></td>
<td></td>
</tr>
<tr>
<td>14.1.</td>
<td>Bid(s) received by the Purchaser after the bid submission/opening deadline as prescribed in the bid documents will be summarily rejected and shall be returned unopened to the bidder(s).</td>
<td></td>
</tr>
<tr>
<td>15.</td>
<td><strong>Withdrawal of Bids</strong></td>
<td></td>
</tr>
<tr>
<td>15.1.</td>
<td>The bidder shall not be permitted to withdraw their bid during the interval between bid submission deadline and the period of bid validity as per “Data Sheet”. If any withdrawal of bid is made by the bidder during the above period, it shall result in the forfeiture of the bid security.</td>
<td></td>
</tr>
<tr>
<td>16.</td>
<td><strong>Associated cost of bid preparation and submission</strong></td>
<td></td>
</tr>
<tr>
<td>16.1.</td>
<td>The bidder shall bear all the cost and expenses associated with preparation and submission of its bid including post bid discussions, technical and other presentations, etc.</td>
<td></td>
</tr>
<tr>
<td>16.2.</td>
<td>The Purchaser shall in no case be responsible for or liable to the costs or in Purchaser’s evaluation of bids, regardless of the conduct or outcome of the bidding process.</td>
<td></td>
</tr>
<tr>
<td>17.</td>
<td><strong>Pre-bid conference</strong></td>
<td></td>
</tr>
<tr>
<td>17.1.</td>
<td>The bidders may request for clarification or changes in the bid documents by submitting the issues prior to the pre-bid conference date as specified in “Data Sheet”.</td>
<td></td>
</tr>
<tr>
<td>17.2.</td>
<td>The Purchaser may modify the bid documents if deemed appropriate by issuing corrigendum/addendum as a result of a request or clarification discussed during the pre-bid conference.</td>
<td></td>
</tr>
<tr>
<td>18.</td>
<td><strong>Language of the bid</strong></td>
<td></td>
</tr>
<tr>
<td>18.1.</td>
<td>The bid prepared by the bidder and all documents relating to the bid, exchanged between the bidder and the Purchaser shall be written in the English language, provided that any printed literature furnished by the bidder may be written in another language so long as the bid is accompanied by duly certified English translation of its pertinent passages. Failure to comply with this may disqualify a bid. For purposes of interpretation of the bid, the English translation shall prevail.</td>
<td></td>
</tr>
<tr>
<td>19.</td>
<td><strong>Amendment(s) to bid documents</strong></td>
<td></td>
</tr>
<tr>
<td>19.1.</td>
<td>At any time prior to the deadline for submission of the bid or extended date, if deemed necessary, the Purchaser reserves the right to add/modify/delete any portion of bid document by issue of an amendment/addendum, which will be sent to all such bidders, who have indicated their intention to bid. The Purchaser will bear no responsibility or liability arising out of non-receipt of the same in time or otherwise by the bidder. The Purchaser shall assume that the information contained therein will have been taken into account by the bidder in its bid.</td>
<td></td>
</tr>
<tr>
<td>19.2.</td>
<td>The amendment(s) to bid documents shall be binding on all bidders.</td>
<td></td>
</tr>
<tr>
<td>19.3.</td>
<td>In a scenario where the interested bidder has already submitted its bid post which the Purchaser issues an addendum/amendment to this bid document then such bidders shall be allowed to submit addendum to the already submitted bid.</td>
<td></td>
</tr>
<tr>
<td>20.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>20.1.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>21.</td>
<td><strong>Responses to Pre-Bid Queries and Issue of Corrigendum</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• The Nodal Officer notified by the Department will endeavour to provide timely response to all queries. However, the society makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does society undertakes to answer all the queries that have been posed by the bidders.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• At any time prior to the last date for receipt of bids, The society may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• The Corrigendum (if any) &amp; clarifications to the queries from all bidders will be posted on <a href="http://www.mpeproc.gov.in">www.mpeproc.gov.in</a>. Any such corrigendum shall be deemed to be incorporated into this RFP.</td>
<td></td>
</tr>
</tbody>
</table>
• In order to provide prospective Bidders reasonable time for taking the corrigendum into account, society may, at its discretion, extend the last date for the receipt of Proposals.

22. Earnest Money Deposit (EMD)

22.1. Bidder has to submit EMD through online mode, in favour of the CEO, MP Land Records from a reputed (i) Public Sector Bank located in India; or (ii) Scheduled Commercial Indian Private Bank.

22.2. Bidder shall upload scanned copy of EMD or documentary evidence of online submission of EMD on e-proc portal.

22.3. Any bid proposal/offer not accompanied by the EMD shall be rejected.

22.4. If on opening of bid any discrepancy in EMD/bid security is found (relating to amount, etc.), the bid shall be rejected.

22.5. In case of unsuccessful bidders, the EMD or bid security shall be refunded after successful submission of security deposit/Contract performance guarantee by the successful bidder. No interest whatsoever shall be payable on such deposits lying with the Purchaser.

22.6. In case the bidder is likely to be awarded the Contract or if its case has not been finalized, the EMD shall be retained for the period equal to the bid validity period. No interest shall be payable on such deposits lying with the Purchaser.

22.7. The Purchaser reserves the right to forfeit EMD or part thereof in circumstances and initiate actions as deemed appropriate, which according to it indicates that the bidders are not earnest in accepting/executing orders placed under given specifications.

22.8. The bank charges (if any) shall be attributable to the bidder.

22.9. EMD shall be forfeited in case of withdrawal or modification of a bid/offer after opening of the bids within the validity period as specified in “Data Sheet”.

23. Documents comprising the bid

23.1. Part-I: Envelope-A (to be submitted online). The documentary evidence of submission of online EMD must be uploaded online in Envelope-A.

23.2. Part-2: Envelope-B (to be submitted online): It shall contain all the documents as notified in Prequalification criteria of bidders of the bid document. Other documents/Proforma (if any) provided in Annexure or elsewhere in the bid document and are pertinent to techno-commercial evaluation shall necessarily be furnished (duly filled and signed).

23.3. Part-3: Envelope-C- Price Bid: Price Bid shall be submitted online only in the prescribed format of financial bid. While preparing the Price Bid, bidders are expected to take into account the requirements and conditions outlined in the bid documents.

24. Submission of bid

24.1. The bidders are requested to ensure that they furnish the envelope–A and B appropriately online which should be DIGITALLY signed. Any correction / overwriting should be signed by the bidder. An offer with correction / overwriting without signature of the bidder is likely to be rejected.

24.2. The Bidders are requested to ensure that all required schedules duly filled-in, are uploaded online. The bidders should also note that in absence of any of the schedules, their offer is likely to be rejected.

24.3. Transfer of the documents purchased online by one bidder to any other bidder is not permissible.

24.4. The submission of a tender by the bidder implies that he has read and accepted the instructions, conditions of the Contract and made himself aware of the scope and specifications of the work to be done/supplies to be made. The Purchaser will not, after
acceptance of Contract rate, pay extra charges for any reason whatsoever, in case the bidder is found later to have misjudged any condition(s).

24.5. Nobody is authorized to receive or issue receipt of bid delivered by hand.

24.6. Post/Couriered/Telegraphic/Tele Fax/Telex/E-mail bids will not be accepted and will be summarily rejected.

24.7. An authorized representative of the bidder shall initial all pages of the original proposal/offer. The authorization shall be in the form of a written power of attorney issued by Bidder in favour of authorised signatory.

24.8. Bid shall be submitted in the forms attached herein and all blanks in the bid shall be duly filled in the original copy. The complete forms shall form part of Contract documents in case of successful bid.

24.9. The bidder should quote the prices strictly online in the manner indicated herein failing which the bid is liable for rejection. The rate/prices shall be in words as well as in figures.

24.10. No Post Bid development shall be allowed regarding any change in terms of prices or techno-commercial specifications. Notwithstanding anything contained to the contrary in the specifications of the bid or in subsequent exchange of correspondence, these conditions of Contract shall be binding on the bidder and any change or variation expressed or implied, however, made in the said condition shall not be entertained whatsoever.

24.11. The bid documents include certain statements, description, projections etc. with respect to the Purchaser and their businesses. They reflect various assumptions made by the management and/or their consultants. No representation, promise or warranty is given to their reasonableness, completeness or otherwise. The bidders are expected to make their own judgments of the same. Upon receipt of their bids, it shall be construed that they have based it on their own independent analysis and judgment.

25. Opening of bids

25.1. The Purchaser shall open online bids at the date and time for opening of bids as specified in “Data Sheet” of this bid document or on the date and time as intimated to the bidder on successful completion of evaluation of techno-commercial bids in case of Single-Stage Two-Envelope bidding. In the event of the specified date for the opening of bids being declared a holiday for the Purchaser, the bids will be opened at the appointed time on the next working day.

25.2. The bidders’ names, bid prices, and the presence or absence of the requisite bid security/EMD and such other details as Purchaser at its discretion may consider appropriate will be recorded at the time of bid opening.

25.2.1 Opening of Envelope-A (containing EMD) and Envelope-B (containing Techno-commercial bid): The first envelope of proof of Earnest Money Deposit shall be opened on the due date and time of bid opening as specified in “Data Sheet”. The requirement for EMD shall be verified and thereafter the second envelope, i.e. the Techno-commercial bid, shall be opened on the same date in respect of eligible bidders (whose EMD/bid security is found to be as per the requirements).

25.2.2 Opening of Envelope-C- Price bid: Price Part of only those Bidders shall be opened online who are determined as having submitted substantially responsive bids and are ascertained to be qualified to satisfactorily perform the Contract. A negative determination of the bids shall be notified by the Purchaser to such Bidders and the price bid uploaded by them shall not be opened.

25.3. In the event, the Purchaser, in its discretion, decides not to open the bid for want of adequate response to the bidding, the Purchaser may either extend the bid pursuant to Clause no. 13.2 of Section Instructions to Bidders or cancel the bidding process.

25.4. It is to be noted that the bid evaluation will be executed strictly as per procedure mentioned in Bid evaluation section.

26. Bid Evaluation

26.1. Preliminary Examination

26.1.1 The Purchaser will examine the bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

26.1.2 The Purchaser may waive any minor informality, nonconformity or irregularity in a bid that does not constitute a material deviation, whether or not identified by the Bidder in its
bid, and that does not prejudice or affect the relative ranking of any Bidder as a result of the technical and commercial evaluation.

26.2. **Examination of Substantive responsiveness and Qualification requirement**

26.2.1 Prior to the detailed evaluation, the Purchaser will determine whether each bid is of acceptable quality, is complete and is substantially responsive to the Bidding Documents. Any deviations, conditionality or reservation introduced will be reviewed to conduct a determination of the substantial responsiveness of the bidder’s bid. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the Bidding Documents without any material deviations, objections, conditionality or reservations and complies with all the statutory laws in force as amended from time to time. A material deviation, objection, conditionality or reservation is one (i) that affects in any substantial way the scope, quality or performance of the Contract; (ii) that limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser’s rights or the successful Bidder’s obligations under the Contract; or (iii) whose rectification would unfairly affect the competitive position of other bidders who are presenting substantially responsive bids.

26.2.2 During bid evaluation, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid or ask for original document for verification. In case of erroneous/non-submission of documents required to be submitted by the Bidder as per the provisions of the Bidding Documents, the Purchaser may give the Bidder not more than 10 working days’ notice to rectify/furnish such documents, failing which the bid shall be rejected.

The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered or permitted.

26.2.3 Bids containing deviations from critical provisions will be considered as non-responsive.

26.2.4 If a bid is not substantially responsive, it will be rejected by the Purchaser, and may not subsequently be made responsive by the Bidder by correction of the nonconformity. The Purchaser’s determination of a bid’s responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

26.2.5 The Purchaser will ascertain to its satisfaction whether Bidders determined having submitted substantially responsive bids are qualified, as per the Qualification Requirement mentioned in the bid documents. The Purchaser shall be the sole judge in this regard and the Purchaser’s interpretation of the Qualification Requirement shall be final and binding.

26.2.6 The determination will take into account the Bidder’s financial, technical capabilities, in particular the Bidder’s Contract work in hand, future commitments & current litigation and past performance during execution of contracts that have been awarded by the Purchaser on the Bidder. It will be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder, as well as such other information as the Purchaser deems necessary and appropriate. This shall, however, be subject to assessment that may be carried out, if required, by the Purchaser.

26.2.7 An affirmative determination will be a prerequisite for the Purchaser to evaluate the Techno - Commercial Part and to intimate successful bidders to be present on new date, time & location to open the online price schedule of the Bidder. A negative determination will result in rejection of the Bidder’s bid.

26.2.8 The bid from those bidders shall not be accepted who failed to submit Performance Security on issue of Letter of Award (LoA).

26.3. **Techno-commercial evaluation**

26.3.1 The Purchaser will carry out a detailed evaluation of the bids of the Bidders in order to determine whether the technical aspects are in accordance with the requirements set forth in the Bidding Documents. In order to reach such a determination, the Purchaser shall examine the information supplied by the bidders and other requirements in the Bidding Documents. The objective of the Technical Bid evaluation is to shortlist bidders who have the technical experience, skills, reach that are essential to undertake the scope of work.
26.3.2 The bidders, whose bids are found to be substantially responsive, complete in all respects (as per necessary terms and conditions of bid document) and meeting minimum eligibility criteria as per Prequalification criteria of bidders shall be declared as qualified in techno-commercial evaluation.

26.3.3 The techno-commercial evaluation of the bidders shall be done as per the following matrix: Please Refer Technical Evaluation Criteria

26.3.4 Bidders should submit related information with support details, as per the evaluation criteria specified above. The qualifying criteria may be modified by the Bid evaluation committee, in the interest of the project.

26.4. Financial evaluation

26.4.1 The bidders who are declared techno-commercially qualified shall stand eligible for price bid opening.

26.4.2 The bidder shall be deemed to have satisfied himself before bidding as to the correctness and sufficiency of his bid for the work and the rates and prices stated in the schedule. The rates and prices quoted shall cover all obligation of the bidder under the Contract and all items necessary for the proper completion and maintenance of the works/services. The Purchaser will examine the Price Bids to determine whether they are complete, whether any computational errors have been made and whether the bids are generally in order. The Price Bids containing any deviations and omissions from the contractual and commercial conditions and the Technical Specifications which have not been identified in the Bid Envelope are liable to be rejected.

26.4.3 After evaluation of all accepted proposals by the evaluation committee, Contract shall be awarded to the Bidder with highest score based on QCBS criteria.

26.4.4 The rates shall be quoted online in Proforma for Price Schedule both in figures and words clearly and digitally signed by the bidder or its authorized signatory.

26.4.5 Rate reasonability for bidders/agencies shall be exercised as per the discretion of the Purchaser.

26.4.6 The UNIT of measurement for quoting rate of the tasks specified in the Price Bid should be noted carefully before quoting rate(s). The unit shall remain un-changed & applicable as per the price schedule and quoted rate shall be considered only as per the specified unit(s) for purpose of comparison as well as placement of order. The bidder shall be bound to accept the same; else EMD shall be forfeited.

26.4.7 The Purchaser will open on-line Price Bid at the specified time and date.

26.4.8 In respect of taxes, duties and other levies indicated by the Bidder in the Bid, which are reimbursable in line with the provisions of the Bid document, the applicable rate and amount thereof shall be ascertained by the Purchaser based on which, if required, necessary rectification and arithmetical correction shall be carried out by the Purchaser. The rate and amount so ascertained by the Purchaser shall prevail.

If the Bidder does not accept the correction of errors as per this clause, its bid will be rejected and the amount of EMD shall be forfeited.

26.4.9 The financial scores (Fs) of individual bidders based on financial proposals will be computed as follows:

Please Refer Financial Evaluation Section

27. Evaluation of Final score and Tie breaking

27.1. The QCBS (Quality and Cost Based Selection) procedure shall be adopted for selection of bidder. The weightage for technical and financial proposal shall be as follows: -

Technical weightage (Wt) = 70%
Financial weightage (Wf) = 30%
27.2. Proposals shall finally be ranked according to Total Score which will be combined technical and financial scores using the weightage indicated in the Financial Evaluation Section.

The bidder scoring maximum total score based on formulae stated at Financial evaluation shall be declared as most responsive bidder and will be selected for award of contract.

27.3. **In case of a tie i.e. more than one bidder being adjudged as same final score, the bidder with highest technical score figure shall be awarded the Contract.**

28. **Canvassing of bids**

28.1. Bid shall be deemed to be under consideration, after opening of bid, till placement of order to the successful bidder. During this period, the bidders or their authorized representative(s) or other interested parties are advised strongly in their own interest, to refrain from contacting or influencing by any means any of the Purchaser’s personnel or representative on matters relating to bid under process. As any such effort or activity may result in rejection of that bidder’s proposal/offer.

29. **Purchaser’s right to accept any bid, and to reject any or all bids**

29.1. The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidders) of the grounds for such decision. No correspondence, in any form, and at any time, shall be entertained by the Purchaser in this regards.

30. **Currency of Price Bid**

30.1. For the works/services required in the bid, all prices or rates shall be quoted in Indian National Rupees (INR) only as the payment for such works/services shall be made in Indian currency only (i.e. Indian National Rupees).

31. **Interpretation of conditions of bid(s)**

31.1. The Purchaser shall be the final authority to interpret any or all condition(s)/clause(s) specified in the bid documents at any point of time. In case any ambiguous or contradictory term(s)/condition(s) arise in the bid, interpretation as deemed appropriate by the Purchaser shall be final and binding on all the bidders.

32. **Validity of bids**

32.1. The bidder’s proposal must remain valid for acceptance for a period of 180 days from the date of opening of bid or any other extended date for their receipt or any other extended period consented upon by the bidders (The Purchaser may ask the bidder to extend the validity period of their bid) and during this period no bidder shall be allowed to withdraw their bid. Any such withdrawal during the said period will entail forfeiture of EMD of such Bidder. The bidders who agree to such extension shall confirm that they maintain the availability of the professional staff nominated in the proposal or in their confirmation of extension of validity of the proposal.

32.2. The bid along with the rates and condition thereby shall be open for acceptance of the Purchaser for a period of 180 days from the date of opening of the bids and no request for any variation in quoted rates and/withdrawal of tender on any ground by successful bidder be entertained within validity period. In case the Purchaser requests for extension of the validity period, the bidder may extend the validity without changing the terms and conditions of their bid (except change in wages or any other statutory compliance as per Government norms). In case Bidder does not extend the validity, it must respond its unwillingness within 7 working days from the date of receipt of letter to this intent so that his EMD can be returned.

33. **Issue of Letter of Award, Contract Signing and Issue of Work Order**

33.1. Competent Authority shall award the Contract to the bidder whose bid has been adjudged successful after techno-commercial and financial evaluation.

33.2. Competent Authority shall issue a detailed Letter of Award (LoA) to the successful bidder.

33.3. Within thirty (30) days from date of issue of letter of award, the successful bidder shall furnish requisite performance guarantee and execute an agreement on the prescribed form duly stamped for the due and proper fulfilment of the Contract. The cost of stamp paper
including cost of revenue stamps and stationery charges shall be borne by the successful bidder.

33.4. After signing of the Contract Agreement, work order shall be issued by Competent Authority.

34. **Commencement Period and Effective date of contract**

34.1. The successful bidder shall be given a commencement period of fifteen (15) days from the date of signing of Contract agreement. In this period, the bidder shall initiate mobilization of its resources for deployment at project site.

34.2. The Contract shall start after fifteen (15) days of date of signing of Contract agreement and such date shall be deemed as Effective date of contract for the contract purpose.

35. **Penalties and Service Level Agreement (SLA)**

35.1. Subject to conditions of Contract if the successful bidder fails to deliver or perform the Services within the period(s) specified in Milestones indicated in Deliverables, competent authority shall, without prejudice to its other remedies under the Contract, deduct from the PBG, as penalty, deduction would be undertaken as per the penalties defined in penalty section 35.

36. **Penalties**

36.1. 

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<tr>
<th>S No.</th>
<th>Parameter</th>
<th>SLA</th>
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<tbody>
<tr>
<td>1</td>
<td>Deployment Penalties</td>
<td>Subject to conditions of contract if the successful bidder fails to commence the activities within the time period, Purchaser shall without prejudice to its other remedies under the contract may levy following penalties:-</td>
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<td>• If the resource proposed by the consultant in their bid for evaluation will be replaced during joining, Competent Authority may impose penalty to consultant @ 1,00,000 Rs. Per resource for replacement.</td>
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<td>• First time deployment of all the resources within 30 days after the agreement is signed. Penalty of Rs. 5,000/- per day per resources if not deployed.</td>
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<td>• Shortfall of attendance of resources deployed, if a resource is absent for 3 consecutive working days without any prior notice &amp; approval, Penalty of Rs. 1000 per day per resource absent.</td>
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<td>• Replacement of resource is allowed for only 2 resources in a year. If there is more replacement, Purchaser may impose penalty to consultant @ 1,00,000 Rs. Per resource for replacement after 2 replacements.</td>
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<td>• The deployed resources should not be engaged in any activity other than the current assignment. If it was found that deployed consultants is/are working in any other project, penalty to bidder @ 2,00,000 Rs. Per resource may be imposed.</td>
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Note: -
1. If the delay in deployment is beyond the timelines as per above, and no extension of time is given by the Department, the contract may be terminated and the PBG shall be forfeited.
2. It is clarified here that if the delay in deployment of resources is on the request of the Department then, no
|   |   | penalty shall be imposed on the bidder for that time period.
| 3. |
| 2 | Operational Penalties | If there is a delay in achieving milestones or submission of deliverables, penalty to bidder at 25,000 Rs. Per deliverables per week may be imposed till the deliverables are submitted or milestone achieved.  
**Note:** 
1. The penalties, if applicable, shall be deducted from the payment against the invoices submitted by the consultant. The maximum ‘operational penalty’ that can be deducted from the invoice would be 20% of the invoice submitted. Maximum value of penalties should not exceed 20% of the project cost over the period of contract. Once the maximum penalty is exceeded, the department may consider termination of the contract and/or encashment of the Performance Bank Guarantee.  
2. Penalty shall not be deducted from the payment, if the circumstances are beyond the control of consultants. |
GENERAL CONDITIONS OF CONTRACT (GCC)

1. Purchaser’s representative

1.1. Purchaser shall appoint controlling Officer/Officer-in-charge after award of Contract, who shall carry out the functions and obligations of the Purchaser under the Contract.

1.2. Any decision, instruction or approval given by the Controlling Officer/Officer-in-charge of the Purchaser to shall be binding on the success bidder.

1.3. All notices, instructions, orders, consents, certificates, approvals and all other communications under the Contract shall be given by the Controlling Officer/Officer-in-charge.

1.4. The Controlling Officer/Officer-in-charge may authorize his representative(s) as Project-in-charge for the successful bidder.

2. Bidder’s Representative

2.1. The successful bidder shall employ at least one competent representative (name, address, telephone number, identity proof of the representative shall be communicated in writing to the Controlling Officer/Officer-in-charge by the successful bidder) to supervise the works/services. The said representative, (or if more than one shall be employed, then one of such representatives), shall be present whenever required and should be approachable in person or on phone at time and location as specified by the Purchaser. Any written order or instruction which the Controlling Officer/officer-in-charge or his duly authorised representative may give to the said representative of the successful bidder shall be deemed to have been given to the successful bidder.

2.2. The Controlling Officer/officer-in-charge shall be at liberty to object to the presence of any representative or person employed by the successful bidder for execution of the Contract or otherwise at the site, who in his/her opinion is found to have misconduct himself/herself or be incompetent or negligent and the successful bidder shall remove the person so objected to, upon receipt from the Controlling Officer/officer-in-charge a notice in writing requiring him to do so and shall provide in his place a competent representative at the bidder’s risk and expense.

3. Bankruptcy/Insolvency of the successful bidder

3.1. If the successful bidder becomes insolvent, compound with his creditors, has a receiving order made against him or carries on business under a receiver for the benefit of the creditor or any of them or being a partnership firm, become dissolved or being a corporation goes in to liquidation or becomes to be wound up, not being a voluntary winding up for the purpose only of amalgamation or reconstruction, the Purchaser shall be at liberty.

3.2. To give such liquidate, received, or other person in whom, the Contract may become vested, the option thereof to award the Contract or a portion, thereof to be determined by the Purchaser subject to his/her providing an appropriate guarantee for the performance of such Contract.

4. Duty and Behaviour of successful bidder’s Personnel

4.1. The personnel deployed by the successful bidder must always carry their Photo-ID card given by their organization or issued by the Department.

4.2. It shall be accepted as an inseparable part of the Contract that in matters regarding competency, efficiency, conduct and behaviour, the decision of the competent authority of the Purchaser shall be final and binding on the successful bidder in all such matters.

5. Notices and Instructions

5.1. The successful bidder shall furnish the complete address of its permanent office and local office along with telephonic numbers, fax numbers, emails, etc. to the Purchaser. Any notice or instructions to be given to successful bidder under the terms of the Contract shall be deemed to have been served on him if it has been sent at local office or to the address of the successful bidder last notified by them or delivered to authorized signatory.

6. Removal/Replacement of Personnel deployed

6.1. The personnel deployed by the successful bidder shall ordinarily be continued and shall not be changed without written intimation, consultation and approval of Competent authority of the Purchaser.
6.2. Upon the written directions of the competent authority of the Purchaser, the successful bidder shall remove from the works/services any person or persons deployed thereon, who may in the opinion of the competent authority be incompetent or responsible for misconduct. Department will give the genuine reasons for such opinion or action and same shall be discussed between both the parties and decision will be taken jointly based on the facts presented.

6.3. All personnel engaged under this Contract by the successful bidder shall be employees of successful bidder. Purchaser shall not have any liability/responsibility to absorb the persons engaged by the successful bidder and/or extend any type of recommendation, etc. for obtaining any job with the Purchaser or elsewhere.

6.4. Pursuant to above clauses, if there is a conflict between the successful bidder and the deployed manpower, then the whole responsibility of the same would be of the successful bidder. Purchaser shall not be liable for any such issues.

7. Force Majeure

7.1. Force Majeure means any event or circumstance or combination of events and circumstances including those stated below that wholly or partly prevents or unavoidably delays an affected party in the performance of its obligations under this Agreement, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the affected party and could not have been avoided if the affected party had taken reasonable care or complied with prudent utility practices.

7.2. Act of God, including, but not limited to lightning, drought, fire and explosion (to the extent originating from a source external to the site), earthquake, volcanic eruption, landslide, flood, cyclone, typhoon, tempest, tornado, mutiny, civil commutation, riot, terrorist attack, strike (subject to certification by Labour Commissioner), lock-out (subject to certification by Labour Commissioner), exceptionally adverse weather conditions which are in excess of the statistical measures for the last hundred (100) years, any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, direct or indirect political events; or any event or circumstance of a nature analogous to any of the above.

7.3. A notification to this effect duly certified by statutory authorities shall be provided by the successful bidder to the Purchaser.

7.4. The authority as decided by the Purchaser (including committee, etc.) shall decide upon Force Majeure cases and the decision of such authority shall be final and binding on bidder.

8. Damage to property and injury to personnel

8.1. The Successful Bidder shall indemnify and keep indemnified the Purchaser against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the execution of the Contract and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto.

8.2. The Purchaser shall not be liable for damage or compensation payable as per provision of law/act in respect or consequence of any accident or injury to any workmen or other person in the employment of the successful bidder. The successful bidder shall have to pay all claims, demands, proceedings costs, charges and expenses whatsoever in respect thereof or in relation thereto.

8.3. In the event of any accident and/or injury, in respect of which compensation may become payable under the Workman’s Compensation Act-VIII of 1923 including all amendments thereof, Authorized officer of Purchaser shall have full powers to retain out of any sums payable/becoming payable to the successful bidder, any sum as may be deemed sufficient to meet such liability on receipt of award of compensation from the competent authority under the said act, and the same shall be adjusted from this amount. Any shortfall shall be recovered and any excesses shall be refunded. The opinion of the Authorized officer of Purchaser shall be final in regard to all matters arising under this clause.

8.4. In case it is found that any theft or damage has occurred to the property or premises of the Purchaser due to negligence of personnel in performing their duty and/or absence from the place of duty and/or not providing substitute by the successful bidder or any other reason, the cost of all such losses or damages as assessed by the Purchaser shall be recovered from...
| **8.5.** | In case any personnel of the successful bidder is implicated in any law suit or is injured by any person or group of persons, agitating mob, etc. during the course of performing his/her duty/their duties for the Purchaser, it shall be the sole responsibility of the successful bidder to defend its personnel in the court of law or to extend all medical and financial help, etc. without charging any cost to the Purchaser. |
| **8.6.** | The Purchaser shall be deemed to be indemnified by the successful bidder for lapses or other mischief’s etc. by its personnel. |
| **8.7.** | Claims arising due to “any activity” shall be liable for adjustment from amount payable to successful bidder from its bills. |

### 9. Settlement of Disputes and Arbitration

| **9.1.** | If any dispute or difference of any kind whatsoever arises between the Purchaser and the successful bidder in connection with or arising out of the Contract, the parties will make every effort to resolve amicably such dispute or difference by mutual consultation. For this purpose, a committee may be constituted comprising representatives from both the parties. The committee shall be formed and convened by CEO, MP Land Records for this matter. After sixty (60) days from the date the dispute is first brought to the notice of either party, if the parties have failed to resolve their dispute or difference by such mutual consultation, then the dispute shall be referred in writing by either party to initiate the Arbitration process. |
| **9.2.** | The arbitration proceedings shall be conducted in accordance with the Madhya Pradesh Madhyastham Adhikaran Adhiniyam, 1983 as amended. The cost of the arbitration shall be equally shared by the Purchaser and the successful bidder. The arbitration shall be conducted at the Headquarters of Arbitrator (Adhikaran) or Headquarters of Purchaser as may be applicable. |
| **9.3.** | Notwithstanding any disputes with reference to the Contract pending for arbitration, the successful bidders shall continue to perform his obligations in accordance with the Purchaser's decision or instruction, and Purchaser shall also continue to perform his obligations under the Contract including payment of any undisputed monies due to the successful bidder. |

### 10. Jurisdiction

| **10.1.** | Any dispute or difference, arising under, out of, or in connection with Tender/Contract shall be subjected to exclusive jurisdiction of court at Bhopal, Madhya Pradesh only. |

### 11. Blacklisting

| **11.1.** | In case(s) of severe default(s) by the successful bidder (including but not limited to clause 7.1of section 6 (SCC) Error! Reference source not found. ), the process of blacklisting or debarring and recoveries (if any) thereof may be undertaken by the Purchaser if deemed necessary. |

### 12. Necessary Compliances (applicable in accordance with Eligibility Criteria)

| **12.1.** | The successful bidder shall provide and be responsible for payment of wages, salaries, and other statutory privileges and facilities as applicable to its personnel as per relevant and applicable law/rules/regulations and orders of the Central/State Government or local authorities or other authorities as are in force from time to time. |
| **12.2.** | The successful bidder shall ensure all its employees are covered under national Accidental Insurance and National Life Insurance (Govt. of India Schemes) |
| **12.3.** | All personnel engaged under this Contract by the successful bidder shall be employees of successful bidder. Purchaser shall not have any liability/responsibility to absorb the persons engaged by the successful bidder and/or extend any type of recommendation, etc. for obtaining any job with the Purchaser or elsewhere. |
| **12.4.** | The successful bidder shall at the time of execution of the Contract have PF code number obtained from authorities concerned under the Employee’s Provident Fund and Miscellaneous Provisions Act, 1952 and remit contributions in respect of the employees employed by him to the PF office concerned every month or obtain the same within a month after the agreement for the concerned employees. |
| **12.5.** | The successful bidder shall maintain all records/registers as required to be maintained under various labour laws and other statutory laws in force and as amended from time to time. |
time, mentioned above and produce the same before the Statutory Authorities as well as the Authorities of the Purchaser as per the time period defined by the Purchaser.

13. **Taxes**

13.1. The successful bidders shall be responsible for payment of taxes arising as a result of commercial transactions under this Contract such as GST. Purchaser shall not be responsible for any tax related liability.

13.2. The successful bidders shall furnish break-up of the quoted prices and taxes strictly as per the format of the price schedule provided with the bid document. All taxes and duties shall be quoted separately in appropriate column of price schedule, as applicable on last date of submission of bid.

13.3. If any tax exemptions, reductions, allowances, or privileges may be available to the successful bidder, the Purchaser shall use its best endeavours to enable the successful bidder to benefit from any such tax savings to the maximum allowable extent.

13.4. The statutory deduction of taxes as per GST shall be done by the Purchaser and tax deduction certificate shall be issued to the successful bidder wherever applicable as per law.

13.5. If any rates of Tax are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs in the course of the performance of Contract, which directly impacts tax liability of successful bidder in performance of this Contract, variation shall be paid, as applicable by the Purchaser.

14. **Patent Indemnity**

14.1. The bidder shall indemnify and hold harmless the Purchaser, his successors or assignees, its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney’s fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Contract. In the event of any claim being made or action being brought against the Purchaser or its representative or its employees in respect of any such matters as aforesaid, the bidder shall immediately be notified thereof.

15. **Conflict of Interest**

15.1. The bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in the bidding process if including but not limited to:
   (a) they have controlling shareholders in common; or
   (b) they receive or have received any direct or indirect subsidy from any of them; or
   (c) they have the same legal representative for purposes of this bid; or
   (d) However, subject to any finding of a conflict of interest in terms of mentioned above, this does not limit the participation of a Bidder as a Subcontractor in another bid or of a firm as a Subcontractor in the bid.

16. **Corrupt or Fraudulent Practice(s)**

16.1. The Purchaser requires that the bidders observe the highest standard of ethics during the procurement and execution of the Contract(s).

16.2. In pursuance of this policy, the Purchaser defines, for the purposes of this provision the terms set forth below as follows:

16.2.1. “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of an official/employee involved in the procurement process or in execution of the Contract.

16.2.2. “Fraudulent practice” means misinterpretation of facts or information in order to influence the procurement process or the execution of Contract to the detriment of the Purchaser, and includes collusive practice among bidders (prior to or after bid submission) designed
<p>| | |</p>
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<tr>
<td>to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.</td>
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<tr>
<td>16.3. The Purchaser will reject a bid or cancel the Contract if already placed, if it determines that the bidder recommended for Award or on whom the Contract/Award has already been placed has engaged in corrupt or fraudulent practices in competing for the Contract/Award in question.</td>
<td></td>
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<tr>
<td>16.4. The Purchaser may declare a bidder ineligible for issue of Contract/Award, either indefinitely or for a stated period of time, if it any time determines that the bidder has engaged in corrupt or fraudulent practices in competing for or in executing an earlier Contract of the Purchaser.</td>
<td></td>
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<tr>
<td>16.5. Any act of fraudulence, which can be purported or being attempted with intent to deceive the Purchaser, by the persons engaged in this work/service shall entail legal prosecution under Section 135, 150, etc. of Electricity Act, 2003 read with other provisions of Indian Penal Code (IPC). To safeguard against fraudulent practices necessary procedures will be finalized by the Purchaser. The successful bidder must (without fail) follow the instructions in this regard.</td>
<td></td>
</tr>
</tbody>
</table>
SPECIAL CONDITIONS OF CONTRACT (SCC)

1. **Period of Contract**

1.1. The Contract shall be applicable for an initial period of **Two Years (2)**. The Contract can be further extended by **One (1) year**, on mutual agreement between both the parties on same terms and conditions as specified in bid documents.

1.2. The successful bidder shall be in obligation to pay the wages every month to its deployed personnel equal to the minimum wages to the skilled personnel if applicable in this project (as per the classification equivalent to the monthly/daily wages determined by the Commissioner of Labour, Govt. of Madhya Pradesh under Minimum Wages Act, 1948.) In this connection, the orders issued by Government of Madhya Pradesh revising the wages from time to time shall be binding on the successful bidder from the effective date mentioned in such notification.

1.3. The successful bidder shall also have to bear all other liabilities as per existing “Contract Labour (Regulation and Abolition) Act, 1970” and other applicable Labour Act as amendable from time to time.

2. **Quoting of Rates**

2.1. While quoting the rates the successful bidder shall consider commission charges and all the expenses incurred in obligation as mentioned above in this section along with other charges, if any.

2.2. The successful bidder shall quote its rates/prices as per the Price Schedule given in Annex-Price bid with all the fields duly filled. Any field left blank or not filled as per the instructions given in Price Schedule may lead to rejection of such bid(s).

3. **Submission of Bills**

3.1. The successful bidder shall submit monthly bills with all prescribed documents to concerned office as prescribed by the Purchaser. The concerned officer shall pass the bill within seven (7) days from date of submission of bill by successful bidder.

3.2. While submitting the bills for payment purpose, the successful bidder shall have to enclose following documents for the work/service extended during the month:

3.2.1. GST details.

3.2.2. Any other document, if applicable.

4. **Terms of Payment**

4.1. Please refer payment schedule of this RFP.

5. **Performance of successful bidder**

5.1. In case the successful bidder is not able to perform within the defined timelines, penalty to be calculated as per Service Level Agreement (SLA) and will be deducted from the invoices submitted by the bidder.

5.2. Liquidated damages as mentioned in above clause, in a month shall not exceed 5% of the total payment due to the successful bidder for carrying out these activities. This should not include SLA related to deployment of consultants mentioned in SLA.

6. **Contract Performance Guarantee (CPG)**

6.1. The successful bidder shall furnish Bank Guarantee valid for the entire Contract period, for an amount equivalent to 10% of the Contract value in favour of CEO, MP Land Records payable at Bhopal. The bank guarantee shall be from a national bank or scheduled commercial bank.

6.2. Within thirty (30) days from date of issue of letter of award, the successful bidder shall furnish requisite Contract performance guarantee and execute an agreement on the prescribed form duly stamped for the due and proper fulfilment of the Contract. The cost of stamp paper including cost of revenue stamps and stationery charges shall be borne by the successful bidder.
6.3. Failure by the successful bidder to furnish the prescribed Contract performance guarantee or to execute the agreement within the period specified in Bid document, after its bid has been accepted or notice to start the work has been given within such time, the Purchaser reserves the right to take action as deemed appropriate by it (including forfeiture of the earnest money deposit (EMD), cancellation of the Contract, blacklisting of bidder, etc.).

6.4. The Contract performance guarantee shall only be released subject to an undertaking by the successful bidder stating successful completion of Contract.

7. **Termination of Contract**

7.1. **Event of default**

The following events shall constitute an event of default. The occurrence of event of default shall lead to consequences as brought out in Clause 7.2

7.1.1. If the successful bidder fails to start the works/services on the specified date and time, fails to deliver services as per **Scope of Work**, Special Conditions of Contract, repudiates the Contract before the expiry of such period, does not make the mandatory payments like EPF, ESIC and others liabilities if any, becomes bankrupt or insolvent, goes into liquidation.

7.1.2. If the performance of the successful bidder is found to be unsatisfactory.

7.1.3. If at any stage during the period of the Contract any case involving moral turpitude is instituted in a court of law against the successful bidder or his employees.

7.1.4. If the successful bidder fails to deploy consultants as per terms and conditions mentioned in the tender.

7.2. **Termination upon occurrence of Event of default**

7.2.1. In case of occurrence of Event of default as mentioned in Clause 7.1 of Section “Special conditions of Contract”, the Purchaser shall issue notice related to Event of default by the successful bidder. The successful bidder shall be required to submit its response in writing within 15 days of issue of notice.

7.2.2. In case of non-mitigation of reasons of default/ non-responsiveness or unsatisfactory response from the successful bidder within the stipulated timeline as per Clause 7.2.1 of Section “Special conditions of Contract”, the competent authority of the Purchaser may at its discretion, terminate the Contract either in part or full of the total services provided by issuing a termination order. The Purchaser shall not indemnify or compensate for any loss caused to the successful bidder by such terminations, whatsoever it may be.

7.2.3. Upon receipt of order of termination, the successful bidder shall immediately:

- a. Remove his/her manpower deployed on performance of services pertaining to the Contract;
- b. cease all further work, except for such work as the Purchaser may specify in the notice of termination for the sole purpose of protecting that part of the facilities already executed, or any work required to leave the site in a clean and safe condition;
- c. remove all bidder’s equipment from the site, repatriate the bidder’s personnel from the site, remove from the site any wreckage, rubbish and debris of any kind, and leave the whole of the Site in a clean and safe condition; and
- d. deliver to the Purchaser the parts of the facilities executed by the successful bidder up to the date of termination;
- e. to the extent legally possible, assign to the Purchaser all right, title and benefit of the successful bidder to the facilities as of the date of termination, and, as may be required by the Purchaser; and
- f. Deliver to the Purchaser all non-proprietary drawings, specifications and other documents prepared by the successful bidder as at the date of termination in connection with the facilities.

7.3. **Termination for convenience**

7.3.1. The Purchaser shall be entitled to terminate the Contract without assigning any reason thereof at any time of their convenience, by giving order of such termination. The termination shall be effective after thirty (30) days from date of receipt of order of termination by Purchaser.
In such event, the Purchaser shall not be responsible for payment of any compensation, whether in contract or otherwise. The Purchaser shall not indemnify or compensate for any loss caused to the successful bidder by such terminations, whatsoever it may be.

7.3.2 In the event of issue of order of termination under Clause- 7.3.1, the conditions as per Clause 7.2.3 of Section: Special Conditions of Contract shall be applicable.

7.4. **Effect of Termination**

7.4.1 The successful bidder shall not be entitled for compensation to any loss which they may incur in this regard.

7.4.2 The Purchaser shall recover from the successful bidder all applicable penalties as per provisions of Clause 5, Section: Special Conditions of Contract.

7.4.3 In case any loss or damage occurs to the property/ items/ materials/ equipment etc. of the Purchaser, due to any act of successful bidder or its personnel, the Purchaser shall have the right to recover from the successful bidder the value of all such property/ items/ materials/ equipment etc.

7.4.4 The Contract Performance Guarantee submitted by the successful bidders shall be invoked and amount so realised shall be forfeited by the Purchaser, as a reasonable pre-estimate of the losses which have occurred to the Purchaser due to non-performance of the successful bidder.

7.4.5 The successful bidder will promptly on the commencement of the termination, supply to land records or its nominated agencies the following:

i. Information relating to the current services rendered and customer satisfaction surveys and performance data relating to the performance in relation to the services; and

ii. Documentation relating to Intellectual Property Rights; and

iii. land record data and confidential information; and

iv. All current and updated departmental data as is reasonably required for purposes of land records or its nominated agencies transitioning the services to its replacement Bidder in a readily available format; and

v. All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable land records or its nominated agencies, or its replacement vendor to carry out due diligence in order to transition the provision of the services to the land record or its nominated agencies, or its Replacement Operator (as the case may be).

8. **Confidentiality of data or information**

8.1 It is a condition of this Bid that the information provided herein is for the purpose of enabling prospective bidders to submit proposals to the Purchaser. It may neither be used in any other context nor revealed to any other party not directly involved in the submission of a proposal in accordance with the terms of the specification.

8.2 Information relating to examination, clarification, evaluation and comparison of bids and recommendations for award of Contract shall not be disclosed to bidders or any other person not officially concerned with such process. Any effort by a bidder to influence the processing of bids or award decision may result in the rejection of bidder’s bid.

8.3 The Bidder shall not use or disclose to any third party, except for the purpose of the observance of these terms and Conditions any confidential information of land records. Successful bidder shall be required to sign an undertaking that complete confidentiality shall be maintained and the data available with him will not be shared with any other person.

8.4 **Responsibility for safe custody and integrity of data**

a. The Bidder shall not, without prior written consent from Competent authority, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of competent authority in connection therewith, to any person other than a person employed by the Bidder in the performance of the Contract. 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.

b. The Bidder shall not, without prior written consent of competent authority, make use of any document or information made available for the project, except for purposes of performing the Contract.
c. All project related documents issued by competent authority, other than the Contract itself, shall remain the property of land records and shall be returned (in all copies) to land records on completion of the bidder’s performance under the Contract if so required by CLR.

9. **Acceptance or Rejection of bid/offer**

9.1. The Purchaser reserves the right to accept or reject any or all bids without assigning any reasons. The Purchaser also reserves the right to reject any bid which in its opinion is non-responsive or violating any of the conditions/specifications without any liabilities to any loss whatsoever it may cause to the Bidder in the process.

9.2. Any defaulter bidder which has earlier participated in any tender for outsourcing of activities in any office/department of the Purchaser under Bhopal City circle and has not taken over the work against order placed on them (or) their order has been cancelled by the Purchaser on account of poor performance (or) because of not making payment of wages/statutory payment, such bidders shall not stand eligible to participate in this tender process and their bid/proposal/offer may be summarily rejected by the Purchase.

10. **Subletting**

10.1. Subletting of work shall not be allowed under any circumstances.
### Form-1 Checklist for Prequalification Criteria

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Eligibility Criteria</th>
<th>Documentary Evidence</th>
<th>Compliance (Yes/ No)</th>
<th>Reference &amp; Page No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>The bidding is open to Companies registered in India under Companies Act 1956 or Companies Act 2013, or Firms registered with Registrar of firms and societies in India, who are fulfilling eligibility criteria.</td>
<td>• Attested copies of Memorandum and articles of association of Company in case of company, or attested copy of certificate of registration of firms and societies in case of Firms.</td>
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<td></td>
<td></td>
<td>• Attested copy of partnership deed of the form if firm is a partnership firm</td>
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<tr>
<td>2.</td>
<td>The Bidder should be a legally registered entity in India and should have been in operation for at least five years.</td>
<td>Certificate of Association</td>
<td></td>
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<td>3.</td>
<td>The bidder should have average minimum annual turnover of INR 100 Crores in last 3 financial years (FY 14-15, FY 15-16, FY 16-17) for Consulting.</td>
<td>Certificate from statutory auditor</td>
<td></td>
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<tr>
<td>4.</td>
<td>The bidder should have minimum annual turnover of INR 50 Crores in last 3 financial years (FY 14-15, FY 15-16, FY 16-17) for Government Consulting.</td>
<td>Certificate from statutory auditor</td>
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<td>5.</td>
<td>The bidder must be registered for GST with the appropriate Department.</td>
<td>Attested copy of the GST registration certificate with code number issued by Government of India.</td>
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<td>6.</td>
<td>Bidder must have positive net-worth in last 3 financial years</td>
<td>Certificate from statutory auditor</td>
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<td>7.</td>
<td>The Bidder must have successfully completed at least 3 consulting assignments consisting Planning for Technology Implementation for any State/Central Government or PSU or related organisation in last 5 years with value not less than INR 3 Crores.</td>
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<td>stating net-worth of Bidder</td>
<td>Completion Certificate for Client OR Self-Declaration of completion certified by auditor And Project Citation is required in format given as Annexure-Form 14</td>
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<tr>
<td>8.</td>
<td>The bidder should have completed at least 2 consulting project with government of Madhya Pradesh in last 3 years with Minimum value of 5 Crores</td>
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<td>*in case of ongoing projects, only those projects will be considered which have completed at least 1 year at the time of bid submission.</td>
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<td>Self-Declaration of completion certified by auditor And Project Citation is required in format given as Annexure-Form 14</td>
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<td>9.</td>
<td>The bidder must have at least 100 full time qualified personnel on its rolls.</td>
<td>The bidder must have at least 100 full time qualified personnel on its rolls.</td>
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<td>A Certificate from HR or company secretary confirming the same.</td>
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<td>10.</td>
<td>The bidder shall not be under a declaration of ineligibility for corrupt or fraudulent practices</td>
<td>The bidder shall not be under a declaration of ineligibility for corrupt or fraudulent practices</td>
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<td></td>
<td>Self-undertaking to be submitted by the bidder as Annexure-Form 15.</td>
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<tr>
<td>11.</td>
<td>No deviations from terms and conditions of Bid document.</td>
<td>No deviations from terms and conditions of Bid document.</td>
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<td>Declaration is required to be submitted in Annexure-Form 16</td>
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</tbody>
</table>

Selection of Project Management Consultant for Planning of Blockchain Implementation at Revenue Department
## FORM 2: PARTICULARS OF THE BIDDERS

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Information Sought</th>
<th>Details to be Furnished</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Name and address of the bidding Company</td>
<td></td>
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<tr>
<td>2.</td>
<td>Incorporation status of the firm (public limited / private limited, etc.)</td>
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<tr>
<td>3.</td>
<td>Year of Establishment</td>
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<tr>
<td>4.</td>
<td>Date of registration</td>
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<tr>
<td>5.</td>
<td>ROC Reference No.</td>
<td></td>
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<tr>
<td>6.</td>
<td>Details of company registration</td>
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<tr>
<td>7.</td>
<td>Details of registration with appropriate authorities for GST</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Name, Address, email, Phone nos. and Mobile Number of Contact Person</td>
<td></td>
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</tbody>
</table>
FORM 3: BANK GUARANTEE FOR EARNEST MONEY DEPOSIT (EMD)

To,

________________________________
________________________________
________________________________

Whereas <<name of the bidder>> (hereinafter called 'the Bidder') has submitted the bid for Submission of RFP # <<RFP Number>> dated <<insert date>> for <<name of the assignment>> (hereinafter called "the Bid") to <<Nodal Agency>> Know all Men by these presents that we <<>> having our office at <<Address>> (hereinafter called "the Bank") are bound unto the <<Nodal Agency>> (hereinafter called "the Purchaser") in the sum of Rs. <<Amount in figures>> (Rupees <<Amount in words>> only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <<insert date>>

The conditions of this obligation are:
1. If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid
   a. Withdraws his participation from the bid during the period of validity of bid document; or
   b. Fails or refuses to participate for failure to respond in the subsequent Tender process after having been short listed;

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to <<insert date>> and including <<extra time over and above mandated in the RFP>> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.

NOTHWITHSTANDING ANYTHING CONTAINED HEREIN:
I. Our liability under this Bank Guarantee shall not exceed Rs. <<Amount in figures>> (Rupees <<Amount in words>> only)
II. This Bank Guarantee shall be valid up to <<insert date>>
III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<insert date>> failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)
Seal & Date:
Technical Bid covering letter
<Location, Date>
To:
{Name}
{Designation}
{Address}
{Phone Nos.}
{Fax Nos.}
{email id}

Subject: Submission of the Technical bid for <provide name of the consulting assignment>

Dear Sir/Madam,

We, the undersigned, offer to provide Consultancy Services to the Madhya Pradesh Land Records Department on <provide name of the consulting engagement> with your Request for Proposal dated <insert date> and our Proposal. We are hereby submitting our Proposal, which includes this Technical bid and the financial bid.

We hereby declare that all the information and statements made in this Technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Data Sheet.

We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for 180 days as stipulated in the RFP document.

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

Yours sincerely,
Authorized Signature (In full and initials): _______________________________________
Name and Title of Signatory: ___________________________________________________
Name of Firm: _______________________________________________________________
Address: _________________________________________________________________
Location: _________________________________ Date: __________________________
Financial Bid covering letter

<Location, Date>
To:
<Name>
<Designation>
<Address>
<Phone Nos.>
<Fax Nos.>
<email id>

Subject: Submission of the Financial bid for <provide name of the consulting assignment>

Dear Sir/Madam,
We, the undersigned, offer to provide Consultancy Services to the Madhya Pradesh Land Records Department on <provide name of the consulting engagement> with your Request for Proposal dated <insert date> and our Proposal. We are hereby submitting our Proposal, which includes this Technical bid and the financial bid.

We hereby declare that all the information and statements made in this Technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Data Sheet.

We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for 180 days as stipulated in the RFP document.

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

Yours sincerely,
Authorized Signature (In full and initials): ________________________________________
Name and Title of Signatory: ___________________________________________________
Name of Firm: _____________________________________________________________
Address: ________________________________________________________________
Location: _________________________________ Date: __________________________
FORM 5: PROPOSED APPROACH & METHODOLOGY

Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present Approach and Methodology divided into the following sections:

a) Understanding of the objectives of the Assignment
b) Technical Approach and Methodology
c) Resource Deployment Plan

Technical Approach and Methodology

You should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output.

You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.
Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical staff.

### Team composition and Key Tasks

<table>
<thead>
<tr>
<th>Name of Staff with qualification and Experience</th>
<th>Area of Expertise</th>
<th>Position Assigned</th>
<th>Task Assigned</th>
<th>Time committed for the Engagement</th>
</tr>
</thead>
</table>

FORM 7- FORMAT FOR POWER OF ATTORNEY

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

Dated: ......................

POWER OF ATTORNEY

TO WHOMSOEVER IT MAY CONCERN

Know all men by these presents, we .......................... (Name and Registered office address of the Bidder) do hereby constitute, appoint and authorize Mr............................ (Name of the Person(s)), domiciled at ....................... (Address), acting as.......................... (Designation and the name of the firm), as Authorized Signatory and whose signature is attested below, as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for award of Agreement “Request for Proposal for Selection of Consultant to Provide Project Management Support for Madhya Pradesh Land Records Department, vide Invitation for RFP no: ...... dated ................., issued by the society.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For ------------------ (Signature)
(Name, Title and Address) Accept
(Attested signature of Mr .)
(Name, Title and Address of the Attorney)
Notes:

To be executed by the Bidder

a. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

b. Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the executants(s).
**FORM 8: RESUME FORMAT FOR PROPOSED RESOURCES**

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

<table>
<thead>
<tr>
<th>S.No</th>
<th>Name and date of birth</th>
<th>Proposed position</th>
<th>Address for Communication</th>
<th>Languages Known</th>
</tr>
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**Basic Qualification**

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</table>

**Professional qualification**

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<th>1</th>
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</table>

**Total no of years of exp.**

**Employment History (in reverse sequence)**

1. From________ To_________ Position Held

Employer :

2. From________ To_________ Position Held

Employer :

3. From________ To_________ Position Held

Employer :

**Summary of Past Professional Experience(s)/Skill Set that best illustrates capabilities to handle task(s) under the current assignment(s)**

<table>
<thead>
<tr>
<th>1</th>
<th>Name of Project:</th>
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<td>Period From:</td>
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<td>To:</td>
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<td>Position held:</td>
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</tbody>
</table>

Client Name:

Client Address:

Main project features:

Activities performed:

2 | Name of Project: |
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<td>Period From:</td>
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<td>To:</td>
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<tr>
<td></td>
<td>Position held:</td>
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</table>

Client Name:

Client Address:

Main project features:

Activities performed:

3 | Name of Project: |
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<td>Period From:</td>
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<td>To:</td>
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<td></td>
<td>Position held:</td>
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</tbody>
</table>

Client Name:

Client Address:

Main project features:

Activities performed:

**Assignment(s) to be performed under the current Project**
I, the undersigned, certify that above profile correctly describes about qualifications and experiences about myself/ my staff to best of my knowledge. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

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

Date…………………… Place………………

[Note: Format of the Activity should also indicate the sub-activities of the assignment. Bidders may preferably include delivery of reports (interim and final reports) and other benchmarks such as the Society’s approvals.]
## FORM 9: FINANCIAL BID FORMAT ITEM

### Part A: Lumpsum Cost for Phase I, II & III:

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Lumpsum Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Study of Block Chain Technology and preparation of concept note.</td>
<td></td>
</tr>
<tr>
<td>2. Submission of Case studies on Block Chain implementation covering national/ international scenarios,</td>
<td></td>
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<tr>
<td>3. Preparation of Vision document on applicability of Block Chain implementation for the Revenue Department, Government of Madhya Pradesh, Approval of Deliverables</td>
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<tr>
<td>4. Preparation of Project Requirement Document (PRD), Detailed Project Report (DPR), Approval on DPR</td>
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</tr>
<tr>
<td>5. Preparation of Request for Proposal (RFP) for selection of implementation agency</td>
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</tbody>
</table>

**Taxes as per the applicable rate**

**Grand Total amount (Project Value) (in words)**

**Note:** Only the amount quoted in Part-A will be considered for Bid Evaluation.

### Part-B: Cost of manpower on a man month basis for engagement during the project implementation phase or for additional manpower during the tenure of the contract.

<table>
<thead>
<tr>
<th>Manpower Category</th>
<th>Rate per month (A)</th>
<th>Nos (B)</th>
<th>C= (AxB)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager</td>
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<td>01</td>
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<tr>
<td>Consultant- Technology Management</td>
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<td>01</td>
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<tr>
<td>Consultant- Program Management</td>
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<td>01</td>
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<tr>
<td>Any other cost</td>
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<tr>
<td><strong>Sub-Total</strong></td>
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</table>

**Taxes as per the applicable rate**

**Grand Total amount (in words)**

**Dated this [day / month / year]**

**Authorized Signatory (in full and initials):**

**Name and title of signatory:**

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

**Name of Firm:**

**Contact details:**

**Address –**

**Email –**

**Mobile No –**
FORM 11- PERFORMANCE BANK GUARANTEE (DRAFT)

To,
_______________________________________
_______________________________________
_______________________________________
_______________________________________
_______________________________________

Place:________  
Bank Guarantee No.:___________________  
Amount of Bank Guarantee: Rs._____________(Rs. in Words________________)  
Bank Guarantee valid from:__________________________  
Last Date for Lodgement of Claim: ______________

This Deed of Guarantee executed by the _____________(Bank) having Registered Office at________ and local office at________ (hereinafter called “ the Bank”) in favour of CEO, Madhya Pradesh Land Records Department, Bhopal for and on behalf of the Department for an amount not exceeding Rs._____________ (Rs. In words_____________ only) at the request of M/s_________ having their Registered office at_________ (hereinafter called the Agency) to whom work order no. ______________ dated_____________ amounting to Rs._____________ (Rs. In words___________ only) is given by the Department, in respect of which this Bank guarantee is being submitted as security to complete the work and provide the services within stipulated time.

The bank do hereby undertake to pay to the Madhya Pradesh Land Records Department an amount not exceeding Rs._____________ (Rs. In words___________ only) by reason of breach of Agreement, “Term and Conditions” as stated in Tender Document, and commitment under the scope of Work Order.

The Bank do hereby guarantee and undertake to pay to the Department immediately on demand, without any reservation(s), protest, demur and without reference to any party the amount of Rs._____________ (Rs. In words___________ only).

Any such demand made by the Department shall be conclusive and binding on the bank irrespective of any dispute(s) or difference(s) raised by any party.

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

The payment so made by the bank under this bond shall be a valid discharge of liability for payment there under and the Agency shall have no claim against the bank making such payment. This Guarantee will not be discharged due to the change in the constitution of the Bank or Agency. This guarantee shall be irrevocable and shall remain valid up to __________(date). The guarantee shall be extended further at the discretion of the Bank for such period as required under the instructions of the Agency M/s__________, on whose behalf this guarantee is furnished.

The bank agree that the amount hereby guaranteed shall be due and payable to the Department on the bank being served a notice requiring the payment of the amount and such notice shall be deemed to have been served on the Bank by actual delivery. In order to give full effect to the provisions of this guarantee the bank hereby waives all rights inconsistent with the above provisions and which the bank might otherwise as a guarantor be entitled to claim and enforce.
We,______________(Bank) may renew the Bank Guarantee at our discretion provided the request for renewal is made by the Agency before the expiry of the Bank Guarantee with the mutual consent of the Bank.

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

Not with standing anything stated hereinbefore:

1. Our liability under this guarantee is restricted to Rs.__________ (Rs. In words ______________ only).

2. The guarantee shall remain in force till ______________(date) and

3. The Bank is liable to pay the guarantee amount or any part thereof under this Bank Guarantee only if the Department serves upon the Bank a written claim or demand on or before ______________(date).

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

Witness:

1.__________
   Signature
   Manager/ Authorised Signatory

2.__________
   Full Name (in Block Letters)
   Designation & Signature I.D. No
   Bank & Branch Address with Branch No.
## FORM-12 EXPERIENCE IN SIMILAR ASSIGNMENT

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Name of the Department with address, Name of contact person and telephone numbers</th>
<th>Description of project</th>
<th>Responsibility or Role of the bidder in the project</th>
<th>Order Value (Rs)</th>
<th>Completion Date</th>
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<td>S. No.</td>
<td>Name of the Department with address, Name of contact person and telephone numbers</td>
<td>Description of project</td>
<td>Responsibility or Role of the bidder in the project</td>
<td>Order Value (Rs.)</td>
<td>Milestone Completion Date</td>
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<td>1. Assignment name:</td>
<td>2. Approx. Value of Services:</td>
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<tr>
<td>3. Name of State/UT:</td>
<td>4. Duration of assignment (months):</td>
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<tr>
<td>5. Name of Client:</td>
<td>6. Address of Client Location where services delivered:</td>
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<tr>
<td>7. Contact Person, Title/Designation, Tel. No.:</td>
<td>8. No. of professional staff-months provided by your firm/organization:</td>
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<td>11. Status of Project:</td>
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<tr>
<td>12. Description of Project and Actual Service Provided:</td>
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Date: ____________

To,_________________________

_________________________

_________________________

_________________________

Subject: Self-Declaration with reference to our Bid for Selection of Consultant to Provide Project Management Support for Madhya Pradesh Land Records Department

In response to the RFP No._____________________________ dated __________ for quoting against the RFP as an Director of M/s___________________________________________, I / We hereby declare that our Company / Firm is:

1. Not under a Declaration of Ineligibility for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices or blacklisted by any of the State Government/ Central Government or PSU.

2. Not under the Breach of general or specific instructions for bidding, general and special conditions of contract with Government of Madhya Pradesh (any of its department / Agency), or any of its other Client organization during the past 3 years.

Yours faithfully,
Authorized Signatory___________
Name____________________
Designation____________________
Company name___________________
FORM 16: UNDERTAKING ON NO DEVIATION TO RFP TERMS AND CONDITIONS

(To be furnished on official letter-head of the Bidder)

All terms and conditions of Bid document are unconditionally and unequivocally acceptable to us and binding on us. We shall not seek any deviation from the same in any manner whatsoever.

(Seal and Signature of the Bidder)

Date: ____________  Name and Designation: _________________________________

Place: ____________  Address and Contact: _________________________________
FORM 17: Pre-Bid queries format
Send your queries to following mail ids:
procurement.clr@mp.gov.in and
clgwa@mp.gov.in

<table>
<thead>
<tr>
<th>S. N.</th>
<th>Bidder</th>
<th>RFP Page No.</th>
<th>Clause No.</th>
<th>Current Clause /Requirement Description</th>
<th>Query/ Suggestion for Change</th>
</tr>
</thead>
<tbody>
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