



Government of Madhya Pradesh
Executive Director, State Institute For Town Planning Bhopal, Madhya Pradesh

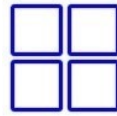
Request for Proposal

for

**APPOINTMENT OF CONSULTANT TO SUGGEST GOVERNMENT PROCESS
REENGINEERING (GPR) IN THE DIRECTORATE OF TOWN & COUNTRY
PLANNING, M.P.**

FOR

PROVIDING EFFECTIVE CITIZEN CENTRIC SERVICES



Executive Director, State Institute for Town Planning Bhopal, Madhya Pradesh

Kachnar, Paryavaran Parisar, E-5, Arera Colony, Bhopal-16, Madhya Pradesh
0755 2427091,

Email: mptownplan@mp.gov.in,

Website: <http://mptownplan.gov.in/>, www.sitop.org.in

March 2019

DISCLAIMER

All information contained in this Request for Proposal (RFP) provided / clarified is in good interest and faith. This is not an agreement and this is not an offer or invitation to enter into an agreement of any kind with any party.

Though adequate care has been taken in the presentation of this RFP document, the interested firm shall satisfy itself that the document is complete in all respects. The information published in this document is not intended to be exhaustive. Interested bidders are required to make their own enquiries and assumptions wherever required.

Intimation of discrepancy, if any, should be given to the specified office immediately. If no intimation is received by this office by the date mentioned in the document, it shall be deemed that the RFP document is complete in all respects and firms submitting their bids are satisfied that the RFP document is complete in all respects.

Directorate of Town & Country Planning, Bhopal, Madhya Pradesh reserves the right to reject any or all of the applications submitted in response to this RFP document at any stage without assigning any reasons whatsoever. Directorate of Town & Country Planning, Bhopal, Madhya Pradesh also reserves the right to withhold or withdraw the process at any stage with intimation to all who have submitted their bids in response to this RFP. Directorate of Town & Country Planning, Bhopal, Madhya Pradesh reserves the right to change/ modify/ amend any or all of the provisions of this RFP document without assigning any reason. Any such change would be communicated to the bidders by posting it on the website of Directorate of Town & Country Planning, Bhopal, Madhya Pradesh.

Neither Directorate of Town & Country Planning, Bhopal, Madhya Pradesh nor its employees and associates will have any liability to any prospective respondent interested to apply or any other person under the law of contract to the principles or resolution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP document, any matter deemed to form part of this RFP document, the award of the Assignment, the information and any other information supplied by or on behalf of Directorate of Town & Country Planning, Bhopal, Madhya Pradesh or their employees and Prime Bidder / Consortiums or otherwise arising in any way from the selection process for the Assignment.

Information provided in this document or imparted to any respondent as part of RFP process is confidential to Directorate of Town & Country Planning, Bhopal, Madhya Pradesh and shall not be used by the respondent for any other purpose, distributed to, or shared with any other person or organization.

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Request for Proposal Notice

RFP No. Project 03/2019 Bhopal, Dated 01/03/2019

**“RFP for Appointment of Consultant for Government Process Reengineering (GPR) In the
Directorate in Town & Country Planning M. P. for Providing Effective Citizen Centric Services”**

Executive Director State Institute for Town Planning Bhopal, Madhya Pradesh invites proposals from suitable agencies for Appointment of Consultant for Government Process Reengineering (GPR) In the Directorate in Town & Country Planning M. P. for Providing Effective Citizen Centric Services.

For detail scope of work and other terms and conditions, please refer the RFP document available at <http://mptownplan.gov.in/>, www.sitop.org.in and <https://mptenders.gov.in>

Interested agencies who qualify as per the criteria mentioned in the RFP document may submit their proposals only online through the e-Procurement Portal latest by 18/03/2019 at 11:00 AM to 25/03/2019 till 03:00 PM.

Executive Director
State Institute for Town Planning Bhopal, Madhya Pradesh

Request for Proposal for Appointment of Consultant To Suggest Government Process Reengineering (GPR) in
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Acronyms

BG	Bank Guarantee
EMD	Earnest Money Deposit
GoMP	Government of Madhya Pradesh
GoI	Government of India
IT	Information Technology
RFP	Request for Proposal
PQ	Pre-Qualification
PBG	Performance Bank Guarantee
CMS	Content Management System
SI	System Integrator
JV	Joint Venture
DTCP	Directorate of Town & Country Planning
T&CP	Town & Country Planning
SITOP	State Institute of Town Planning

Request for Proposal for Appointment of Consultant To Suggest Government Process Reengineering (GPR) in
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1. Fact Sheet

S/N	Particulars	Description
1.	RFP No.	<i>Project / 3 / 2019</i>
2.	Nature of Work	Consultancy assignments regarding amendment in laws/rules.
3.	Proposals Invited by	Executive Director, State Institute of Town Planning, Bhopal, Madhya Pradesh Kachnar, Paryavaran Parisar, E-5, Arera Colony, Bhopal-16, Madhya Pradesh
4.	Date of issue of RFP document	2/3/2019
5.	Document download Start Date	2/3/2019 at 3:10PM
6.	Last Date for sending Pre Bid Queries	8/3/2019
7.	Date of Pre Bid Meeting	11/3/2019 at 12:00 PM at Directorate of Town & Country Planning, Bhopal, Madhya Pradesh Kachnar, Paryavaran Parisar, E-5, Arera Colony, Bhopal-16, Madhya Pradesh
8.	Bid Submission Start Date	18/3/2019 at 11:00 AM
9.	Last Date for Submission of Bids	25/3/2019 till 03:00 PM
10.	Date of Opening of PQ cum Technical Bids	27/3/2019 at 03:00 PM
11.	Date of Technical Presentations (if any)	5/4/2019 (subject to change)
12.	Date of Opening of Financial Bids	Would be communicated to the shortlisted bidders through email.
13.	Place of Submission & Opening of Proposals	Online on https://mptenders.gov.in
14.	Address for Communication	Executive Director, State Institute for Town Planning, Bhopal, Madhya Pradesh Kachnar, Paryavaran Parisar, E-5, Arera Colony, Bhopal-16, Madhya Pradesh Phone: 0755 2427091, Email: mptownplan@mp.gov.in ,
15.	Websites for downloading RFP Document, Corrigendum's, Addendums etc.	http://mptownplan.gov.in/ https://mptenders.gov.in www.sitop.org.in
16.	Cost of RFP Document	INR 2000/- (<i>Two Thousand</i>) To be paid online through e-procurement portal.
17.	Earnest Money Deposit (EMD)	INR 200000/- (<i>Two lac</i>) To be paid online through e-procurement portal. https://mptenders.gov.in
18.	Validity of Proposal	Proposals must remain valid for 180 days from the Bid submission date.

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19.	Performance Guarantee Value	<i>10% of contract value</i>
20.	Performance Guarantee validity period	<i>3 Months beyond the contract period</i>
21.	Method of Selection	Quality cum Cost Based Selection (QCBS) – 80 (technical): 20 (financial)

Notes:

1. **Executive Director, State Institute of Town Planning, Bhopal, Madhya Pradesh** reserves the right to change any schedule of bidding process.
2. The mode of submission of bid is only online through e-procurement portal (<https://mptenders.gov.in>). No physical submission of the bids shall be entertained.
3. Any future Corrigendum/Information shall be posted only on e-Procurement portal of GoMP. Bidders are advised to keep visiting the e-Procurement portal for further updates.

2. Executive Summary

The Directorate Town & Country Planning is in the process of reviewing the Acts & Rules with a view point of Transforming the various procedures to make them Citizen friendly and helping in Ease of Doing Business. In reference with this Directorate of Town and Country Planning (DTCP) desires to invite, involve and avail professional and technical services of PSU/Autonomous Bodies/Organization and consulting firms for Government Process Reengineering (GPR) of Madhya Pradesh Nagar Tatha Gram Nivesh Adhiniyam 1973 & rules Prepared there under. Background Information

3. Background Information

3.1 Background

Madhya Pradesh Nagar Tatha Gram Nivesh Adhiniyam has come into force in the year 1973 and there has been various piecemeal efforts in terms of amendments from time to time. Urbanisation of the state as well as the country has been taken place rapidly which require holistic approach to match with the pace of the time to amend this act. This is the time to look back at the act with regard to 73rd and 74th Constitutional Amendment and the new planning techniques emerged for preparation as well as implementation of the development plan. In the present scenario it is demand of the day to adopt the planning as well as implementation technique to make it citizen centric and transparent implementation system for the development of the state. In this context, the Directorate of town and country planning envisage to visit the prevalent acts and planning techniques adopted for preparation and implementation of development plan. Hence it is required to prepare GIS based development plan using satellite imagery and planning techniques, implementation models for development of the state which will include participation of different stakeholders.

3.2 About Directorate of Town & Country Planning (DTCP), Bhopal, Madhya Pradesh

The main function and activity of Town & Country Planning are governed under M.P. Nagar Tatha Gram Nivesh Adhiniyam 1973 and rules prepared there under M.P. Nagar Tatha Gram Nivesh Niyam 2012 and M.P. Bhumi Vikas Niyam 2012. The main activities of the department are preparation of Town Development Plan, Review Evaluation and Modification of existing Development Plan, Preparation of Regional Development Plan, Monitoring and Enforcement of various schemes under taken by various departments such as Smart City Projects, TDR, Town Development Schemes, PMAY etc.

3.2.1 FUNCTIONS OF DIRECTORATE OF TOWN AND COUNTRY PLANNING

Main function of DTCP is to prepare regional development plans, development plans for town and Revision of the development plans for towns. The directorate is also responsible for Publication & Finalization of Zonal development plans. DTCP has to ensure development of town and country areas of Madhya Pradesh by preparing development plans, revision of the development plans, Development Control Rules etc. The directorate also helps in implementing these development plans.

The major activities of DTCP are:

- Formulation & Preparation of Regional Plan for Regions & Development Plan for Towns in the State of Madhya Pradesh.
- To prepare Development plan for all the cities and towns & help in implementing the development plans.
- To help development authority, special area development authority, housing board and other development organizations in preparing their Schemes.
- To facilitate the State Government in establishing new towns or industrial areas, land allocation and site selection.
- To help the State Government in defining rules regarding land development etc.
- Land use certification.
- Approval of layout plans/ planning permissions.
- Approval of various projects in the city.

3.3 About State Institute of Town Planning

State Institute of Town Planning (here in- after referred to as SITOP) is autonomous body under the aegis of the Housing and Environment Department, Govt. of Madhya Pradesh and has been registered as a society in the year 1980, under M.P. Society Registration Act, 1973.

The objective behind the formation of the SITOP was to provide a forum for the Urban Local bodies and other developmental agencies to provide technical expertise, technical guidance in project management, study and research backup through consultancy services. Since it was a body formed under the aegis of the Government of Madhya Pradesh, it is also ordained to implement the works and the task assigned it by the Government.

The Honorable Minister, Urban Development & Housing Department, Government of Madhya Pradesh is the ex-officio President of the SITOP with Principal Secretary, with Principal Secretary/Secretary, to the Government of Madhya Pradesh Urban Development & Housing Department as ex-officio Vice President and Chairman, Board of Directors, and Directorate of Town and Country Planning as ex-officio executive Director. The activities of SITOP are governed by a 12 member Board of Directors under the Chairmanship of Principal Secretary, Urban Development & Housing Department.

Aims and Object

The aims and object of the association shall be as under:

1. To assist and Advise the Government of Madhya Pradesh and Directorate of Town & Country Planning on Matters related to Urban/Rural Planning.
2. To assist in preparing, scrutinizing and evaluating development plans, Regional Plans, Zonal Plan and, Town Development Schemes and Resource Mobilization for Implementation of Plans, Monitoring of Plan and Implementation matters. Related thereto.

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3. To make comparative analysis of the town planning policies adopted by various states and also development authorities in the country. Research on Planning g process, to undertake study and research in the environment through planned and integrated town and country development and provide consultancy in these areas.
 4. Scrutiny of Land use Change under section 23 (b) of Madhya Pradesh Nagar Tatha Nivesh Adhiniyam 1973,
 5. Creation of database and its up-dation & E-Governance.
 6. Scrutiny of annual budged of Development Authorities/Special Area Development Authorities as per direction of Government of Madhya Pradesh.
 7. Scrutiny of Re-Densification Projects.
 8. Study of Environment Impact Assessment on implementation of projects being taken up by Town Development Authorities for 8(a) & 8(b).
 9. Organize in-house training programmes and also in collaboration with institutes of repute for Capacity Building
- (Training, Seminars, Workshops, Lectures on various subjects. Publication & Publicity)
- 10 Issue a news letter to keep members and officers of the department abreast of the recent developments
 11. Develop association with institutes of national and international repute to fulfil its broad objective
 12. Execute the ongoing programmes and activities of the erstwhile Madhya Pradesh Vikas Pradhikaran Sang.
 13. Perform all such duties and functions as may be decided by the Executive Body and the General Body.
 14. Render Services To the State Government as required and as per instruction issued from time to time

4. Instruction to Bidders

4.1 General

- a) While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the solution needed to meet the requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.
- b) All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the Purchaser on the basis of this RFP.
- c) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the Purchaser. Any notification of preferred Bidder status by the Purchaser shall not give rise to any enforceable rights by the Bidder. The Purchaser may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the Purchaser.
- d) This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

4.2 Compliant Proposals / Completeness of Response

- e) Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- f) Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
 - i. Include all documentations specified in this RFP;
 - ii. Follow the format of this RFP and respond to each element in the order as set out in this RFP.
 - iii. Comply with all requirements as set out within this RFP.

4.3 Code of integrity

No official of a procuring entity or a bidder shall act in contravention of the codes which includes:

- a. Prohibition of
 - i. Making offer, solicitation or acceptance of bribe, reward or gift for any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or otherwise influence the procurement process.
 - ii. Any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
 - iii. Any collusion, bid rigging or anti-competitive behaviour that may impair the transparency, fairness and the progress of the procurement process.
 - iv. Improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
 - v. any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.
 - vi. Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.

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- vii. Obstruction of any investigation or auditing of a procurement process.
- viii. making false declaration or providing false information for participation in a tender process or to secure a contract;

- b. Disclosure of conflict of interest.
- c. Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause (a) with any entity in any country during the last three years or of being debarred by any other procuring entity.

In case of any reported violations, the procuring entity, after giving a reasonable opportunity of being heard, comes to the conclusion that a bidder or prospective bidder, as the case may be, has contravened the code of integrity, may take appropriate measures.

4.4 RFP Documents

The Tender document is available and downloadable on following websites:

- a) <https://mptenders.gov.in>
- b) <http://mptownplan.gov.in>
- c) www.sitop.org.in

Non-transferable & non-refundable tender fees of the amount as mentioned in the Fact Sheet must be paid online at e- procurement portal (<https://mptenders.gov.in>).

4.5 Pre-Bid Meeting & Clarifications

4.5.1 Pre-bid Conference

- a. A pre-Proposals conference is scheduled as per the details mentioned in the Fact Sheet of the RFP to clarify doubts of potential proposers in respect of the RFP.
- b. The Bidders will have to ensure that their queries for pre-bid meeting should reach the point of contact (Nodal Officer) in writing at Shri. C.K. Sadhav (Joint Director, T&CP/ Director Co-ordination, SITOP), E-5, ARERA COLONY PARYAWARAN PARISAR and sadhav.ck@mptownplan.gov.in of the Nodal Officer by email on or before 11:00 am to 05:00 pm. Only queries/clarifications submitted in written will be considered.
- c. The queries should necessarily be submitted in the following format:

S.No.	RFP document reference(s) (Section & page number)	Content of RFP requiring clarification (s)	Points of clarification
1.			
2.			
3.			
4.			

- d. Purchaser shall not be responsible for ensuring that the Bidders' queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by the Purchaser.

4.5.2 Responses to Pre-Bid Queries and Issue of Corrigendum

- a. The Nodal Officer notified by the Purchaser will endeavour to provide timely response to all queries. However, Purchaser makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does Purchaser undertake to answer all the queries that have been posed by these Bidders.
- b. At any time prior to the last date for receipt of bids, Purchaser 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.
- c. The corrigendum (if any) & clarifications to the queries from all Bidders will be posted on the <http://mptownplan.gov.in/> , <https://mptenders.gov.in> and www.sitop.org.in and may be emailed to all participants of the pre-bid conference. All future correspondence/corrigendum shall be published on same websites.
- d. Any such corrigendum shall be deemed to be incorporated into this RFP.
- e. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, the Purchaser may, at its discretion, extend the last date for the receipt of Proposals.

4.6 Key instructions of the bid

4.6.1 Right to Terminate the Process

- a. Purchaser may terminate the RFP process at any time/stage and without assigning any reason. Purchaser makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- b. This RFP does not constitute an offer by the Purchaser. The Bidder's participation in this process may result Purchaser selecting the Bidder to engage towards execution of the subsequent contract.

4.6.2 Earnest Money Deposit (EMD)/ Bid Security

- a. The bidder shall submit Earnest Money Deposit (EMD) of the amount as mentioned in the Fact Sheet, which shall be deposited online during the submission of the tender on e-Procurement portal.
- b. Unsuccessful bidder's EMD will be released as promptly as possible, but not later than 120 days after the award of the contract to the successful bidder.
- c. The successful bidder's EMD will be released upon submission of Performance Bank Guarantee.
- d. The EMD amount is interest free and will be refundable to the unsuccessful Bidders without any accrued interest on it.
- e. Proposals not accompanied with the EMD or containing EMD with infirmity (ies) (relating to the amount or validity period etc.), mentioned above, shall be summarily rejected.
- f. The EMD may be forfeited in the event of:
 - A Bidder withdrawing its bid during the period of bid validity.
 - A successful Bidder fails to sign the subsequent contract in accordance with this RFP.

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- The Bidder being found to have indulged in any suppression of facts, furnishing of fraudulent statement, misconduct, or other dishonest or other ethically improper activity, in relation to this RFP.
 - A Proposal contains deviations (except when provided in conformity with the RFP) conditional offers and partial offers.
- g. The tender fee and EMD shall be exempted for bidders having a valid certification of registration under single point registration scheme by NSIC for exemption.

4.6.3 Performance Security

- a. On receipt of a letter of intent from the Purchaser, the successful Bidder will furnish an unconditional and irrevocable Performance Bank Guarantee or DD from scheduled bank, for the due performance and fulfilment of the contract by the selected proposer, equivalent to 10 per cent of the total contract value, on or before the signing of the subsequent contract or within 15 days from notification of award, whichever is earlier, unless specified to the contrary.
- b. In case the successful Bidder fails to submit Performance Guarantee within the time stipulated, the Purchaser may at its sole discretion cancel the letter of intent without giving any notice and encash the EMD furnished by the Bidder, in addition to any other right available to it under this RFP.
- c. The Performance Guarantee furnished by the successful Bidder shall be in the manner prescribed at **Appendix III**. The successful Bidder shall ensure, the Performance Guarantee is valid at all times during the Term of the subsequent contract (including any renewal) and for a period of 60 days beyond all contractual obligations, including warranty terms.
- d. The Purchaser may invoke the Performance Guarantee in the event of a material breach by the successful Bidder leading to termination for material breach.

4.6.4 Submission of Proposals

Bidders should submit their responses as per the procedure specified in the e-Procurement portal (<https://mptenders.gov.in>) being used for this purpose. The items to be uploaded on the portal would include all the related documents mentioned in this RFP, such as:

- Tender Fee
- EMD
- Pre-qualification response
- Technical Proposal
- Financial proposal
- Additional certifications/documents Eg. Power of Attorney, CA certificates on turnover, etc.

However, each of the above documents must be uploaded in the formats specified for this purpose and as per the specified folder structure in the e-Procurement portal.

The bidder is responsible for registration on the e-procurement portal (<https://mptenders.gov.in>) at their own cost. The bidders are advised to go through the e-procurement guidelines and instructions, as provided on the e-procurement website, and in case of any difficulty related to e-procurement process, may contact the helpline number 18002588684.

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The bidder must ensure that the bid is digitally signed by the Authorized Signatory of the bidding firm and has been duly submitted within the submission timelines. The user department will in no case be responsible if the bid is not submitted online within the specified timelines.

All the pages of the Proposal document must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bidder's Proposal.

4.6.5 Instructions for Online Bid Submission:

The bidders are required to submit soft copies of their bids electronically on the MP TENDERS Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the MP TENDERS Portal, prepare their bids in accordance with the requirements and submitting their bids online on the MP TENDERS Portal.

More information useful for submitting online bids on the MP TENDERS Portal may be obtained at: <https://mptenders.gov.in/nicgep/app>

4.6.5.1 REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://mptenders.gov.in/nicgep/app>) by clicking on the link "**Online bidder Enrollment**" on the MP TENDERS Portal **which is free of charge**.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the MP TENDERS Portal.
- 4) Upon enrolment, the bidders will be required to register **their valid Digital Signature Certificate (Class III Certificates with signing key usage)** issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

4.6.5.2 SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the MP TENDERS Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the MP TENDERS Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the MP TENDERS Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

4.6.5.3 PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

4.6.5.4 SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

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- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

4.6.6 Bidder's authorised signatory

A Proposal should be accompanied by an appropriate board resolution or power of attorney in the name of an authorised signatory of the Bidder stating that he is authorised to execute documents and to undertake any activity associated with the Bidder's Proposal. A copy of the same should be uploaded under the relevant section/folder on the e-Procurement portal. Furthermore, the bid must also be submitted online after being digitally signed by an authorized representative of the bidding entity.

4.7 Preparation and submission of Proposals

4.7.1 Proposal preparation costs

The Bidders shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by Purchaser to facilitate the evaluation process, and in negotiating definitive contractor all such activities related to the bid process.

Purchaser will in no event be responsible or liable for those costs, regardless of the conductor or outcome of the bidding process.

4.7.2 Language

The Proposal should be filled by the Bidder in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of Proposal evaluation, the English translation shall govern.

4.7.3 Venue & Deadline for Submission of Proposals

The response to RFPs must be submitted on the e-Procurement portal (<https://mptenders.gov.in/>) by the date and time specified for the RFP. Any proposal submitted on the portal after the above deadline will not be accepted and hence shall be automatically rejected. Purchaser shall not be responsible for any delay in the submission of the documents.

4.7.4 Bid Prices

- a. The bidder shall express their bid prices using the Commercial Bid Format provided in the bidding documents. All costs and charges related to the bid shall be expressed in Indian Rupees. Prices indicated in the Price Schedule shall be entered in the following manner:-
 - The Prices quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
 - The prices quoted by the bidder shall be in sufficient detail to enable the Purchaser to arrive at the price of the services offered.
 - Discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, will not be taken into account for evaluation purposes. The Bidders should also take into account all levies, freight, insurance etc. The price quoted should be inclusive of all levies, freight, insurance etc. Freight, levies, etc. of any type, indicated separately, will not be taken into account for evaluation purposes.

4.8 Evaluation process

- a. The Purchaser may constitute a committee of technical / subject matter experts to evaluate the responses of the Bidders (Purchase Committee/ Tender Evaluation Committee).
- b. The Technical Evaluation/ Purchase Committee constituted by the Purchaser shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability of a Bidder to submit requisite supporting documents / documentary evidence within a reasonable time provided to it, may lead to the Bidder's Proposal being declared non-responsive.
- c. The decision of the Purchase Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of discussion with the Purchase Committee.
- d. The Purchase Committee may ask for meetings with the Bidders to seek clarifications on their proposals. Purchase committee also reserves the right to directly ask clarifications to the clients of the bidder, in case any doubt arises.
- e. The Purchase Committee reserves the right to reject any or all Proposals on the basis of any deviations contained in them.
- f. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.
- g. Purchase committee reserves the right to reject proposal submitted by bidder in case it is found that bidder is blacklisted by Central/ State / PSUs etc.

4.8.1 Proposal opening

The Proposals submitted up to the deadlines will be opened at the scheduled time & date as specified in the RFP, by the Nodal Officer or any other officer authorized by the Purchaser, in the presence of the Bidder's representatives who may be present at the time of opening.

The representatives of the Bidders are advised to carry an identity card or a letter of authority from the Bidding entity to identify their bonafides for attending the opening of the Proposal.

4.8.2 Proposal validity

The offer submitted by the Bidders should be valid for minimum period of 180 days from the date of submission of the Proposal.

4.8.3 Proposal evaluation

a. Initial Proposal scrutiny will be held to confirm that Proposals do not suffer from the infirmities detailed below. Proposals will be treated as non-responsive, if a Proposal is found to have been:

- submitted in manner not conforming with the manner specified in the RFP document
- Submitted without appropriate EMD as prescribed herein
- received without the appropriate or power of attorney
- containing subjective/incomplete information
- submitted without the documents requested in the checklist
- non-compliant with any of the clauses stipulated in the RFP
- having lesser than the prescribed validity period.

The EMD of all non-responsive bids shall be returned to the bidders after completion of Bid Process.

b. All responsive Bids will be considered for further processing as below.

Purchaser will prepare a list of responsive Bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by a Committee according to the Evaluation process define in this RFP document. The decision of the Committee will be final in this regard.

5. Criteria for evaluation

5.1 Pre-qualification (PQ) criteria

The bidder must possess the requisite experience, strength and capability necessary to meet the requirements as described in the tender documents.

Bids can be submitted by an Individual company or a Consortium. (Please refer *Consortium Criteria)

- a) "Consortium**" shall mean more than one company up to a maximum of two (2) which joins with other companies for complementing skills to undertake the scope of work defined in this RFP.
- b) Memorandum of Understanding (MOU)/Agreement among the members signed by the Authorized Signatories of the companies dated prior to the submission of the bid to be submitted in original. The MOU /Agreement shall clearly specify the prime bidder and outline the roles and responsibilities of each member. However, complete responsibility from the submission of Bid to the successful completion of the project lies with the Prime Bidder, in case the other consortium members fail in their responsibilities.

The bidder must also possess the technical know-how sought by nodal agency, for the entire period of the contract. The bids must be complete in all respect and should cover the entire scope of work as stipulated in the Tender document. The invitation to proposal is open to all bidders who qualify the eligibility criteria as given below:

Sr. No	Basic Requirements	Description	Documents Required
1.	Legal Entity	<ol style="list-style-type: none"> a. An entity registered under Indian Companies Act 1956 / 2013 or registered firm or society or proprietorship firm or institutional organization. b. Valid PAN card and GST registration in India. c. Registered office in India which is operational for at least last five years. 	Certificates of incorporation / Registration Certificates along with Bylaws/ MOA & AOA or similar legal document.
2.	Turnover	<ol style="list-style-type: none"> a. The bidder should have a minimum annual average turnover of Rs. 1,00,00,000.00 (1 crore) in the last three financial years 2015-16, 16-17, 17-18 	Audited Financial Statements along with CA Certificate.
3.	Technical Capability/ Experience	<ol style="list-style-type: none"> a. The Agency shall have successfully completed at least three eligible assignments. Eligible Assignment: Successfully completed Proposal on planning norms/ laws and planning technique in the field of urban development for the state or central government. 	Related work orders with Completion/ Performance fulfilment certificate from client/ payment advice as evidence of such assignments

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4.	Availability of Technical Human Resource	Self-certification on Bidders letterhead by HR or Authorized Signatory with clear declaration of staff, level/designation wise. Detailed CV of the Team member/s with relevant document proof including educational and experience certificates(refer Annexure 4)	
5.	Black listing / Terminations	Should not have been black listed by any Central or State Government department or Corporation or Board/PSU/ Semi-Government organization as on the date of RFP.	A signed undertaking to this effect should be submitted on bidder's letter head

5.2 Technical Qualification Criteria

Bidders who meet the pre-qualifications/eligibility requirements as on date of bid submission would be considered as qualified to move to the next stage of Technical evaluations. The Technical Proposal will be evaluated on the basis of Applicant's experience, its understanding of TOR, proposed methodology and Work Plan, and the experience of Key Personnel. Based on technical evaluation framework mentioned, the Committee shall evaluate each proposal and allot technical score as per the Technical criteria mentioned below: -

Sr. No	Description	Maximum Score	Supporting Document																
1.	Experience of the Firm: <table border="0"> <tr> <td>Upto 10 years</td> <td>5 marks</td> </tr> <tr> <td>>10 and <= 15 years</td> <td>10 marks</td> </tr> <tr> <td>More than 15 years</td> <td>15 marks</td> </tr> </table>	Upto 10 years	5 marks	>10 and <= 15 years	10 marks	More than 15 years	15 marks	15 marks	Certificates of incorporation / Registration Certificates along with Bylaws/ MoA & AoA or similar legal document.										
Upto 10 years	5 marks																		
>10 and <= 15 years	10 marks																		
More than 15 years	15 marks																		
2.	Bidder's Turnover: Average annual turnover in last 3 years (Turnover in Rs Crores) <table border="0"> <tr> <td>1 crore</td> <td>1 marks</td> </tr> <tr> <td>>1crore and <= 5 crore</td> <td>2 marks</td> </tr> <tr> <td>>5 crore</td> <td>5 marks</td> </tr> </table>	1 crore	1 marks	>1crore and <= 5 crore	2 marks	>5 crore	5 marks	5 marks	Audited Financial Statements along with CA Certificate.										
1 crore	1 marks																		
>1crore and <= 5 crore	2 marks																		
>5 crore	5 marks																		
3.	Experience on Eligible Assignments: <table border="0"> <tr> <td>3 assignments</td> <td>10 marks</td> </tr> <tr> <td>>3 and <= 5 assignments</td> <td>15 marks</td> </tr> <tr> <td>>5 and <=7 assignments</td> <td>20 marks</td> </tr> </table>	3 assignments	10 marks	>3 and <= 5 assignments	15 marks	>5 and <=7 assignments	20 marks	20 marks	Related work orders with Completion/ Performance fulfilment certificate from client/ payment advice as evidence of such assignments										
3 assignments	10 marks																		
>3 and <= 5 assignments	15 marks																		
>5 and <=7 assignments	20 marks																		
4.	Qualification and Relevant Experience of Team: <table border="0"> <tr> <td>Team Leader</td> <td>Post</td> <td>15yrs</td> <td>8marks</td> </tr> <tr> <td></td> <td>Graduate in</td> <td></td> <td></td> </tr> <tr> <td></td> <td>Urban and</td> <td></td> <td></td> </tr> <tr> <td></td> <td>Regional</td> <td></td> <td></td> </tr> </table>	Team Leader	Post	15yrs	8marks		Graduate in				Urban and				Regional			40 marks	Self-certification on Bidders letterhead with clear declaration of staff, designation wise. Detailed CV of the Team member/s with
Team Leader	Post	15yrs	8marks																
	Graduate in																		
	Urban and																		
	Regional																		

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	Planning				relevant document proof including educational and experience certificates (refer Annexure 4)
	Urban Law Expert	Post Graduate in Planning with Graduation in Law	5yrs	6 marks	
	Transport Planner	Post Graduate in Traffic &Transportation Planning.	5yrs	5 marks	
	Environment Planner	Post Graduate in Environment Planning	5yrs	5 marks	
	Architect	Post Graduate in Architecture	5yrs	4 marks	
	GIS Expert	M.Sc./M.tech in Geo Informatics	5yrs	6 marks	
	GPR Expert	Experience of working in relevant field of e-governance and government process reengineering	10yrs	6 marks	
5.	Technical Presentation	Approach and Methodology along with presentation by the Applicant team (with atleast Proposed Team Leader and GPR expert)	20marks	Technical Presentation *	
	Total		100 marks		

Only those Applicants whose bids are responsive, based on minimum qualification criteria / documents as in Pre- Qualification Criteria and whose Technical Proposals get a score of 75 (seventy-five) marks or more out of 100 (one hundred) shall qualify for further consideration, and shall be ranked from highest to the lowest on the basis of their technical score. Only the top five ranked bidders will be selected for further consideration and Price Bids of such technically qualified Bidders alone shall further be opened.

Note: In case of JV or consortium, combined technical experience would be considered. The evaluation of the CV's shall be comparative in nature with 30% marks for educational qualifications (including certifications) and 70% marks for experience, out of which 20% marks shall be for general experience and 50% marks shall be for specific position related experience.

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*Schedule for technical presentation will be communicated to bidders who qualify Pre-Qualification criteria. It is mandatory for bidders who qualify Pre-Qualification criteria to appear for Technical Evaluation Round else the bid would not be considered for further evaluation. Proposer need to submit the soft copy and hard copy of the technical presentation at the time of technical presentation.

5.3 Commercial Bid Evaluation

- a. The Financial Bids of technically qualified Bidders will be opened on the prescribed date in the presence of Bidder representatives.
- b. If a firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.
- c. Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- d. The bid price will include all taxes and levies as on date and shall be in Indian Rupees and mentioned separately.
- e. Any conditional bid would be rejected
- f. Errors & Rectification: Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail".
- g. The Bids received will be evaluated using Quality cum Cost Based Solution (QCBS) as under: -
 - i. After the Technical evaluation, the evaluation committee will evaluate each of the Technically Qualified bidders' response on the basis of technical and commercial parameters. The weightage of the technical and commercial parameters will be in the ratio of 80:20 respectively.
 - ii. The Bidder with lowest qualifying financial bid (L1) will be awarded 100% score. Financial Scores for other than L1 Bidders will be evaluated using the following formula:
Financial Score of a Bidder (Fn) = {(Commercial Bid of L1/Commercial Bid of the Bidder) X 100}% (Adjusted to two decimal places)
 - iii. The technical and financial scores secured by each Bidder will be added using weightage of 80% and 20% respectively to compute a Composite Bid Score.
 - iv. The bidder securing the highest Composite Bid Score will be adjudicated as the most responsive bidder for award of the Project. The overall score will be calculated as follows: -

$$B_n = 0.80 * T_n + 0.20 * F_n$$

[In case of 80% weightage to the technical score]

Where

B_n = overall score of Bidder

T_n = Technical score of the Bidder (out of maximum of 100 marks)

F_n = Normalized financial score of the Bidder

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- v. In the event the bid composite bid scores are 'tied', the Bidder securing the highest technical score will be adjudicated as the Best Value Bidder for award of the Project.

6. Appointment of Agency

6.1 Award Criteria

The Purchaser will award the Contract to the successful Bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bids as per the process outlined above. Evaluations will be based on the Bids, and any additional information requested by the Purchaser.

6.2 Right to Accept Any Proposal and to Reject Any or All Proposal(s)

The Purchaser reserves the right to accept or reject any proposal, and to annul the tendering process/ Public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Purchaser action.

6.3 Notification of Award

Prior to the expiration of the validity period, Purchaser will notify the successful Bidder in writing or by fax or email, that its proposal has been accepted (Letter of Intent). The Bidder shall acknowledge in writing receipt of the notification of award and will send his acceptance to enter into agreement within seven (7) days. In case the tendering process / public procurement process has not been completed within the stipulated period, the Purchaser, may request the Bidders to extend the validity period of their Proposal. The decision to extend the validity period of a Bidder's Proposal shall be the Bidder's sole prerogative.

6.4 Purchaser Contract finalization and award

The Purchaser shall invite the Bidder(s) whose Proposal has been ranked best value bid on the basis of Technical and Commercial Evaluation to the proposed Project, as per the guidance provided by Government/Central Vigilance Commission (CVC). On this basis the draft contract agreement would be finalized for award & signing.

6.5 Signing of contract

Subsequent to receipt of valid Performance Guarantee from the successful Bidder, the parties shall enter into a contract, incorporating all clauses, pre-bid clarifications and the Proposal of the Bidder, between the Purchaser and the successful Bidder.

6.6 Failure to Agree with the Terms and Conditions of the RFP

Failure of the successful Bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event Purchaser may award the contract to the next best value Bidder or call for new proposals from the interested Bidders. In such a case, the Purchaser shall invoke the PBG of the most responsive Bidder.

7. Scope of Work (TOR – Term of Reference)

In this Section, Scope of work is detailed out as follows: The Scope of work for the Agency shall broadly include but not limited to following:

Directorate of Town and Country Planning proposes to restructure & revisit the present Nagar Tatha Gram Nivesh Adhinyam 1973, **Nagar Tatha Gram Nivesh Niyam 2012 and Bhumi Vikas Niyam 2012** keeping in mind the 73rd and 74th constitutional amendments and URDPFI guidelines, TDR rules 2018 and TOD Policy 2018. The consultant shall carry out exercise to examine, Study, Evaluate the existing acts, rules, policies of Town & Country Planning Department as well as acts and rules of line departments. The consultant shall give their proposals, recommendations and Action Plans based upon Identification of issue and ease of doing business and various success stories in other States. The detail recommendation of consultant shall be with necessary explanation, reasoning and/or reference to existing acts and rules.

7.1 Components:

The Scope is divided into broad components namely:

- i. Study of prevalent Madhya Pradesh Nagar Tatha Gram Nivesh Adhinyam 1973 and other related acts for example: Land revenue code, Colonisers Rules, Environmental Protection Act, RERA, Highway act, 73rd and 74th Constitutional Amendment, Right to Fair Compensation and Transparency in Land Acquisition Rehabilitation & Resettlement act, 2013, URDPFI guidelines, model Building byelaws, TDR rules 2018 and other related acts/rules/policies and propose Govt. process reengineering (GPR) in the Directorate of Town & Country Planning M.P. for Providing Effective Citizen Centric Services.
- ii. Study relevant central and state laws, rules and regulations.
- iii. Review the Madhya Pradesh Nagar Tatha Gram Nivesh Adhinyam 1973, **Nagar Tatha Gram Nivesh Niyam 2012 and Bhumi Vikas Niyam 2012** and propose relevant Amendments in the act/rules.
- iv. Review of Procedure for Regional Plans, Development Plans and Zonal Plans.
- v. Incorporating Local Area Plans.
- vi. Review of Town Developments Schemes.
- vii. Review of Special Area Township Rules.
- viii. Undertake stakeholders consultation with all relevant stakeholders.
- ix. Consult key ministries and other relevant state and urban local bodies / authorities.
- x. Address to the data available with Bhuvan, ISRO, Nesac, NRSC, Census, Survey of India and GIS database of NIC and AMRUT & its Integration with planning process.
- xi. Integration of different types of plans.
- xii. Identify the gaps where new set of norms and standards for plan formulation are required.
- xiii. Suggest a clear cut frame work for plan formulation in view of the emerging scenario of the state organization and overall vision.
- xiv. Suggest framework and standards for TDR, Transit oriented development, affordable housing projects and slum redevelopment and incorporate principles of inclusive development.
- xv. Suggest planning and transparent implementation mechanism for effectively dealing with challenges of urbanization.
- xvi. Evolve participatory plan approach including planning at ULBs, planning for peri-urban areas and provide for integration between different levels of plan.
- xvii. Suggest various resource mobilization options and institutional supporting systems for urban development.

xviii. Manual for Plan preparation and Service Delivery mechanism.

7.2 Stages:

Work shall be carried in following Stages: -

- i. Startup Meeting
 - a. The consultant will participate in a joint startup meeting with the T & CP team working on the project.
 - b. In these meeting, after the introduction, the T&CP team will present the current status.
Deliverable : Meeting notes
- ii. Finalization of methodology and work plan with Director Town & Country Planning (DTCP).
Deliverable : Meeting notes
- iii. Review of Madhya Pradesh Nagar Tatha Gram Nivesh Adhiniyam 1973/rules made there under & Present proposal before the committee constituted by the DTCP.
Study of best practices of 4 major states who are doing excellent work for regional, development and Zonal plan preparation and implementation mechanism, model building byelaws, URDPFI guidelines and Service Delivery mechanism & Present proposal before the committee constituted by the DTCP.
Deliverable : Presenting comparative analysis of four major states for decision making.
- iv. Consultation workshop with all stakeholders of the state for inviting suggestions for understanding the amendments needed by various stakeholders.
Deliverable : Meeting notes
- v. Key observation, principal recommendations & Draft proposal.
 - a. The consultant will outline principal observation & recommendations. The principal observation & recommendations will be based on the key consideration listed above.
 - b. The consultant will present & discuss the key observation & principal recommendations with joint team T & CP.
Deliverable : Key observation, principal recommendations & Draft proposal for joint discussion.
- vi. State level workshop to deliberate the 1st Draft report.
Deliverable: Meeting notes
- vii. Preparing and finalization of detail recommendations.
 - a. Consultant team will write up of detailed recommendations for proposals based on the joint meeting. These will include observation & recommendations as listed above.
 - b. Consultant team will prepare & provide the draft of detailed recommendations along with necessary explanation, reasoning and/or references to T&CP team for review.
Deliverable: draft of detailed recommendations based on the set of principal recommendations identified in the joint meeting
- viii. Submission of the final recommendation for Government Process Reengineering (GPR) in The Directorate of Town & Country Planning & incorporation of new provisions along with restructuring of the department/human resource.
 - a. Consultant will present and discuss the draft of detailed recommendations prepared based on the set of principal recommendations with the T & CP team.
 - b. Any jointly agreed upon edits or corrections will be identified and marked during this detailed final review.

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- c. Based on the final review meeting, the consultant will prepare the Final Report which will include Final set of recommendations and provide detailed explanation as required, which can be used and/or incorporated to improve and finalized the report.
- d. Based on the final review meeting, the consultant will prepare the final report which will include final set of recommendations & provide detailed explanation & reasoning as required. Above work shall be carried out in five months' time.

Deliverable: A final set of principal recommendations that can be used to prepare detailed recommendations.

7.3 Team Arrangement

The Agency shall constitute following as the team members:

S. No.	Key Personnel	Minimum Qualification	Minimum Experience in Relevant Field (years')
1	Team Leader	Post Graduate in Urban and Regional Planning	15
2	Urban Law Expert	Post Graduate in Planning with Graduation in Law	5
3	Transport Planner	Post Graduate in Traffic & Transportation Planning (PG in Transport Engineering will not be accepted)	5
4	Environment Planner	Post Graduate in Environment Planning	5
5	Architect	Post Graduate in Architecture	5
6	GIS Expert	M.Sc./M.Tech in Geo Informatics	5
7	GPR Expert	Experience of working in relevant field of e-governance and government process reengineering	10

Note:

1. The entire team as mentioned above should be available at the consultation workshop as mentioned in the deliverables
2. The experts should be available as per the requirements of the authority for required meetings/discussions.
3. Team Leader will be required to be stationed at Head office of Directorate Town & Country Planning Bhopal.

7.4 RESPONSIBILITIES OF TOWN & COUNTRY PLANNING (T&CP)

- i. Provide all the Acts, Rules, and Policies.
- ii. Arrange the secondary data eg. Govt. Circulars, Amendments, Revisions in Acts & Rules.
- iii. To help consultant to conduct and hold meeting/conference to collect the desired information/data for updating and validating the Acts, Rules, Policies.

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- iv. Release of payments to consultant as agreed upon, by ED, SITOP.
- v. Nodal officer of T&CP will be responsible to coordinate with consultant and concerned agencies.

7.5 RESPONSIBILITIES OF CONSULTANT

- i. The Consultant will undertake introductory meeting with consult officer & Departments.
- ii. Identifies issues & bottlenecks in relation to Town planning and Development Control Rules.
- iii. The Consultant will organize the Startup workshop to share finding of initial studies.

7.6 INCEPTION REPORT

The consultant will present their preliminary analysis and methodology in an Inception report, including deployment schedule. Based on their preliminary analysis, consultation & Workshop the consultant will propose on "Specific Areas or Issues".

7.7 DELIVERABLES

The consultant/agency should carry out the Govt. Process Reengineering in the Directorate of Town & Country Planning M.P. Bhopal as well as the components listed in Scope of work and submit its recommendations in hard and soft copies(in English & Hindi language both) of: -

- i. Relevant Amendments in the M.P. Town & Country Planning act 1973.
- ii. Relevant Amendments in the M.P. Town & Country Planning rules 2012.
- iii. Relevant Amendments in the M.P. Bhoomi Vikas Niyam 2012.
- iv. Modification/Changes in the Special Area Township rules.
- v. Identify the gaps where new set of norms and standards for plan formulation are required.
- vi. Institutional mechanism for Preparation of SOP, Management and Monitoring Mechanism in the M.P. TDR rules 2018.
- vii. Suggest planning and transparent implementation mechanism for effectively dealing with challenges of urbanization.
- xix. Suggest various resource mobilization options and institutional supporting systems for urban development.
- viii. Manual for Plans (Regional, Development and Zonal) preparation and Service Delivery mechanism
- ix. Suggest a clear cut frame work for plan formulation in view of the emerging scenario of the state organization and overall vision.

8. Deliverables & Timelines

The Agency shall submit monthly progress report(s). In addition, the Agency shall deliver other outputs and deliverables as agreed with the Authority from time-to-time. An indicative list of outputs is as follows:

S. No.	Deliverable	Description	Timeline
1	Start up Meeting	Undertake start up meeting with Director Town & Country Planning.	T + 1 week

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2	Inception	Finalization of methodology and work plan with Director Town & Country Planning (DTCP).	
3	Review of prevalent act/rules and Presentation of Case Study	Review of Madhya Pradesh Nagar Tatha Gram Nivesh Adhiniyam 1973/rules made there under & Present proposal before DTCP for Joint discussion. Study of best practices of 4 major states who are doing excellent work for regional, development and Zonal plan preparation and implementation mechanism, model building by laws, URDPFI guidelines and Service Delivery mechanism & Present proposal before DTCP for Joint discussion.	T + 4 weeks
4	Consultation	Consultation workshop with all stakeholders of the state for inviting suggestions for understanding the amendments needed by various stakeholders	T + 5 weeks
5	Draft	Submission of key observation, principal recommendation and Draft proposal identified in Joint meeting.	T + 12 weeks
6	State level Workshop	State level workshop to deliberate the 1 st Draft report	T + 14 weeks
7	Detail Recommendations.	Preparing and finalization of detail recommendations based on the set of Principal recommendations and draft proposal identified in joint meeting.	T + 16 weeks
8	Final report	Submission of the final recommendation for Government Process Reengineering (GPR) in The Directorate of Town & Country Planning incorporation of new provisions along with restructuring of the department/human resource based on the set of detail recommendations and draft proposal identified in joint meeting.	T + 20 weeks

Note: Logistics for the workshop will be provided by the SITOP.

9. Service Level Agreement

9.1 Penalties: -

If there is a delay in achieving milestones or submission of deliverables, penalty to Consultancy Firm may be imposed as follows:

- 0.5% of the payment cost for respective Deliverable(s)/Milestone(s)** for the delay per week or part thereof for the delay

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- The penalties shall be capped to 10% of the value for the respective Phase. Penalties above 10% of the Total Contract Value may lead to cancellation of the contract and forfeiture of Performance Bank Guarantee of the bidder.

** refer section “11 Payment Schedule”

9.2 Human Resources Deployment Penalties:

Subject to conditions of contract, if the successful Consultancy Firm fails to deploy the human resources, SITOP shall without prejudice to its other remedies under the contract may levy following penalties: -

1. If the resource proposed by the Consultancy Firm in their bid for evaluation is replaced at the time of initial deployment of resources, SITOP may impose penalty to Consultancy Firm @ Rs 1,00,000 per resource for replacement.
2. First time deployment of all the resources within 15 days after the agreement is signed, Penalty of Rs. 5,000/- per day per resources if not deployed. However, on a case to case basis SITOP may consider and approve extending the time for deployment of resource.
3. Replacement of resource is allowed for only two resources at the initial time of deployment with penalty.
4. If there is more replacement SITOP may impose penalty to Consultancy Firm @ 1,00,000 Rs. Per resource for replacement or may consider termination of the contract.

Note: -

If the delay in deployment is beyond the timelines as per above, and no extension of time is given by SITOP, the contract may be terminated by SITOP and the Performance Bank Guarantee shall be invoked.

It is clarified here that if the delay in deployment of resources is on the request of SITOP then, no penalty shall be imposed on the Consultancy Firm.

10. Acceptance Certification

The primary goal of Acceptance Certification is to ensure that the Assignment/Project (including all the assignments deliverables/project components as discussed in the scope of work) meets requirements, standards, specifications and performance. Directorate of Town & Country Planning, Bhopal, Madhya Pradesh shall constitute a committee for assessment and auditing of Deliverables submitted by the Consultant Firm/Agency. The committee shall review and check each deliverable as per the Acceptance Criteria(Section 12) and issue an acceptance certification else shall reject the respective deliverables. For rejected deliverables necessary modifications should be done by the Consultant Firm/Agency and resubmit the deliverables adhering the timelines as mentioned in the Section “8. Deliverables and Timelines”. Penalties as mentioned in the Section “9. Service Level Agreements” are applicable for any delay in the Deliverables Timelines.

11. Payment Schedules

S.	Deliverable	Description	Timeline	Payment
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No.				Terms
1	Start up Meeting	Undertake start up meeting with Director Town & Country Planning.	T + 1 week	0
2	Inception	Finalization of methodology and work plan		0
3	Review of prevalent act/rules and Presentation of Case Study	Review of Madhya Pradesh Nagar Tatha Gram Nivesh Adhiniyam 1973/rules made there under. Study of best practices of 4 major states who are doing excellent work for regional, development and Zonal plan preparation and implementation mechanism, model building byelaws, URDPFI guidelines and Service Delivery mechanism.	T + 4 weeks	5%
4	Consultation	Consultation workshop with all stakeholders of the state for inviting suggestions for understanding the amendments needed by various stakeholders	T + 5 weeks	15%
5	Draft	Submission of key observation, principal recommendation and Draft proposal.	T + 12 weeks	40%
6	State level Workshop	State level workshop to deliberate the 1 st Draft report	T + 14 weeks	0
7	Detail Recommendations.	Preparing and finalization of detail recommendations.	T + 16 weeks	0
8	Final report	Submission of the final recommendation for Government Process Reengineering (GPR) in The Directorate of Town & Country Planning incorporation of new provisions along with restructuring of the department/human resource.	T + 20 weeks	40%

Note:

1. Logistics for the workshop will be provided by the SITOP.
2. The payment shall be made based on successful completion and submission of the deliverables, meeting the deliverables as per requirements and issue of acceptance certification(s) and after receiving the invoice within 15 days. The taxes would be paid at the prevalent rates.
3. Team members cannot be changed during the period of contract without prior approval of the purchaser, otherwise 1.0 % of the payment cost shall be levied.

12. Fraud and Corrupt Practices

- a. The Bidders/Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Purchaser shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Purchaser shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidder's Proposal.
- b. Without prejudice to the rights of the Purchaser under Clause above and the rights and remedies which the Purchaser may have under the LOI or the Agreement, if an Bidder or Systems Consultant Firm/Agency, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Agreement, such Bidder or Systems Consultant Firm/Agency shall not be eligible to participate in any tender or RFP issued by the Purchaser during a period of 2 (two) years from the date such Bidder or Systems Consultant Firm/Agency, as the case may be, is found by the Purchaser to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

13. Conflict of Interest

- a. A Bidder shall not have a conflict of interest that may affect the Selection Process or the Solution delivery (the "Conflict of Interest"). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Purchaser shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Purchaser for, inter alia, the time, cost and effort of the Purchaser including consideration of such Bidder's Proposal, without prejudice to any other right or remedy that may be available to the Purchaser hereunder or otherwise.
- b. The Purchaser requires that the Consultant Firm/Agency provides solutions which at all times hold the Purchaser's interests' paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Systems Consultant Firm/Agency shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Purchaser.

14. Period of Contract

Contract will be signed with the successful bidder for a period of *06 months*. Contract period may be extended further on mutual terms & conditions based on performance of the empanelled agency and at the sole discretion of Purchaser.

15. General Terms and Conditions of Tender & Contract

Proposers should read these conditions carefully and comply strictly while sending their bids. The proposer shall be deemed to have carefully examined the conditions of the services to be rendered. If the proposer has any doubts as to the meaning of any portion of these conditions, he shall, before submitting the Bid and signing the contract refer the same to the Purchaser and get clarifications.

15.1 Contract Documents

Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

15.2 Governing Law

The Contract shall be governed by and interpreted in accordance with the laws of the Madhya Pradesh State.

15.3 Selected Proposer's Responsibilities

The selected agency shall deliver services included in the scope of work in accordance with the provisions of bidding document and/ or contract.

15.4 Recoveries from empanelled agency

- a) Recovery of liquidated damages or penalties shall be made ordinarily from bills.
- b) The Procurement Officer shall withhold amount to the extent of shortcomings of the delivery of services unless these are completed as per the satisfaction of the Procurement Officer. In case of failure to withhold the amount, it shall be recovered from his dues and performance security deposit available with Purchaser.
- c) The balance, if any, shall be demanded from the selected agency and when recovery is not possible, the Procurement Officer shall take recourse to law in force.

15.5 Taxes & Duties

- a) GST, if applicable, should be shown separately in bid price and shall be paid by the Purchaser separately on prevailing rates. All other taxes, duties, license fee and levies shall be including in the bid price.
- b) TDS, if applicable for any tax, shall be done as per law in force at the time of execution of the contract.
- c) If any tax exemptions, reductions, allowances or privileges may be available to the successful/ selected proposer in India, the Purchaser shall use its best efforts to enable the successful/ selected proposer to benefit from any such tax savings to the maximum allowable extent.

15.6 Copyright

The copyright in all materials containing data and information furnished to the Purchaser by the selected agency herein shall remain vested with the Purchaser, or, if they are furnished to the Purchaser directly or through the selected agency by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

15.7 Confidential Information

The RFP contains information proprietary to Purchaser. Purchaser requires the recipients of this RFP to maintain its contents in the same confidence as their own confidential information and refrain from reproducing it in whole or in part without the written permission of Purchaser. Purchaser will not return the bids/responses to the RFP received. The information

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provided by the bidder(s) will be held in confidence and will be used for the sole purpose of evaluation of bids.

15.8 Notices

- a) Any notice or other document which may be given by either Party under this Agreement or under the SLA shall be given in writing in person or by pre-paid recorded delivery post, email or by facsimile transmission.
- b) In relation to a notice given under this Agreement, any such notice or other document shall be addressed to the other Party's principal or registered office address as set out below:

<Insert Address>

Tel:Fax: Email: Contact:

With a copy to:

Consultant Firm/Agency

Tel: Fax: Email: Contact:

In relation to a notice given under the MSA / SLA, a Party shall specify the Parties' address for service of notices, any such notice to be copied to the Parties at the addresses set out in this Clause.

- c) Any such notice or other document shall be deemed to have been given to the other Party (or, if relevant, its relevant associated company) when delivered (if delivered in person) if delivered between the hours of 9.00 am and 5.00 pm at the address of the other Party set forth above or if sent by fax, provided the copy fax is accompanied by a confirmation of transmission, or on the next working day thereafter if delivered outside such hours, and 7 days from the date of posting (if by letter).
- d) Either Party to this Agreement or to the SLA may change its address, telephone number, facsimile number and nominated contact for notification purposes by giving the other reasonable prior written notice of the new information and its effective date.

15.9 Sub-contracting

- a) The proposer shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of Purchaser.
- b) If permitted, the selected proposer shall notify Purchaser, in writing, of all subcontracts awarded under the Contract, if not already specified in the Bid. Subcontracting shall in no event relieve the Selected Proposer from any of its obligations, duties, responsibilities, or liability under the Contract.
- c) Subcontractors, if permitted, shall comply with the provisions of bidding document and/ or contract.

15.10 Specifications and Standards

The services supplied under this Contract shall conform to the standards mentioned in bidding document and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate.

15.11 Limitation of Liability

Except in cases of gross negligence or wilful misconduct: -

- a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the empanelled agency to pay liquidated damages to the Purchaser; and

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- b) the aggregate liability of the selected proposer to the Purchaser, whether under the Contract, in offence, or otherwise, shall not exceed the amount specified in the Contract.
- c) the maximum aggregate liability of bidder shall not exceed the annual bill value or average annual bill value in case one year is not completed.

15.12 Liquidated Damages

Time is the essence of the Agreement and the delivery dates are binding on the Consultant Firm/Agency. In the event of delay or any gross negligence in implementation of the project before Go-Live, for causes solely attributable to the Consultant Firm/Agency, in meeting the deliverables, the Purchaser shall be entitled at its option to recover from the Consultant Firm/Agency as agreed, liquidated damages, a sum of 0.5% of the value of the deliverable which suffered delay or gross negligence for each completed week or part thereof subject to a limit of 10% of the total contract value. This right to claim any liquidated damages shall be without prejudice to other rights and remedies available to Purchaser under the contract and law.

15.13 Payments

- a) Payment will be made in Indian Rupees only.
- b) Invoices will have to be raised to Purchaser with the relevant document proofs upon successful completion and acceptance of respective Deliverable(s)/Milestone(s) as mentioned in the section "11. Payment Schedule"
- c) Payments shall be subject to deductions of any amount for which the agency is liable as per the penalty clause of this tender document. Further, all payments shall be made subject to deduction of TDS (Tax deduction at Source) as per the applicable Acts & Laws.
- d) No Interest shall be paid on delayed payments.

15.14 Force Majeure

Notwithstanding the provisions of conditions of contract, the Successful Bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its' delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

For purpose of this Clause, Force Majeure means an event beyond the control of the Successful Bidder and not involving the Successful Bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of Government either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises the Successful Bidder shall promptly notify Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by Purchaser in writing, the Successful Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

15.15 Termination

15.15.1 Termination for Default

Purchaser may, without prejudice to any other remedy for breach of contract, by written 30 days' notice of default sent to the Successful Bidder, terminate the Contract in whole or part.

If the Successful Bidder fails to deliver any or all of the systems within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to conditions of

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contract clause or if the Successful Bidder fails to perform any other obligation(s) under the Contract.

In the event that Purchaser terminates the Contract in whole or in part, pursuant to the conditions of contract clause, it may procure, upon such terms and in such manner, as it deems appropriate, systems or services similar to those undelivered, and the Successful Bidder shall be liable to pay Purchaser for any excess costs for such similar systems or services. However, the Successful Bidder shall continue the performance of the Contract to the extent not terminated.

15.15.2 Termination for Insolvency

Purchaser may at any time terminate the Contract by giving a written notice of at least 30 days to the selected proposer, if the selected proposer becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the selected proposer, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to Purchaser.

15.15.3 Termination for Convenience

Purchaser, by 30days' written notice sent to the Successful Bidder may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for Purchaser's convenience, the extent to which performance of the Successful Bidder under the Contract is terminated, and the date upon which such termination becomes effective. However, any undisputed payment to the invoices of the task accomplished by successful bidder would be paid by Purchaser.

15.16 Settlement of Disputes

If any dispute of any kind whatsoever arise between Executive Director, State Institute for Town Planning Bhopal, Madhya Pradesh and the successful bidder in connection with or arising out of the contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference by mutual consultation an appeal may be filed to the Principal Secretary, Government of Madhya Pradesh, Department of Urban Development and Housing. If still unresolved then the dispute would be resolved as per MP Madhyastham Adhikaran Act, 1985. The place of arbitration shall be Bhopal and all legal disputes are subject to the jurisdiction of courts at Bhopal.

15.17 Representations and Warranties

15.17.1 Representations and warranties of the Consultant Firm/Agency

The Consultant Firm/Agency represents and warrants to the Purchaser or its nominated agencies that:

- (a) it is duly organized and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this Agreement and other agreements and to carry out the transactions contemplated hereby;
- (b) it is a competent provider of a variety of information technology and business process management services;
- (c) it has taken all necessary corporate and other actions under laws applicable to its business to authorize the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;

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- (d) from the Effective Date, it will have the financial standing and capacity to undertake the Project in accordance with the terms of the RFP;
- (e) in providing the Services, it shall use reasonable endeavors not to cause any unnecessary disruption to Purchaser's normal business operations
- (f) this Agreement has been duly executed by it and constitutes a legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement shall be legally valid, binding and enforceable against it in accordance with the terms hereof;
- (g) the information furnished in the Consultant Firm/Agency's response to the RFP and any subsequent clarification pertaining to the evaluation process, furnished on or before the date of this Agreement is to the best of its knowledge and belief true and accurate in all material respects as at the date of this Agreement;
- (h) the execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default by any of the terms of its Memorandum and Articles of Association or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- (i) there are no material actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its material obligations under this Agreement;
- (j) it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Instrumentality which may result in any Adverse Effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;
- (k) it has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have an Adverse Effect on its ability to perform its obligations under this Agreement;
- (l) no representation or warranty by it contained herein or in any other document furnished by it to Purchaser or its nominated agencies in relation to the Required Consents contains or shall contain any untrue or misleading statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading; and
- (m) no sums, in cash or kind, have been paid or shall be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for entering into this Agreement or for influencing or attempting to influence any officer or employee of Purchaser or its nominated agencies in connection therewith.

15.17.2 Representations and warranties of the Purchaser or its nominated agencies

Purchaser or its nominated agencies represent and warrant to the Consultant Firm/Agency that:

- (a) it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Agreement, exercise its rights and perform its obligations, under this Agreement and carry out the transactions contemplated hereby;

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- (b) it has taken all necessary actions under Applicable Laws to authorize the execution, delivery and performance of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
- (c) it has the financial standing and capacity to perform its obligations under the Agreement;
- (d) it is subject to the laws of India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising there under including any obligation, liability or responsibility hereunder;
- (e) this Agreement has been duly executed by it and constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof and its obligations under this Agreement shall be legally valid, binding and enforceable against it in accordance with the terms thereof;
- (f) the execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- (g) there are no actions, suits or proceedings pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the default or breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform its material (including any payment) obligations under this Agreement;
- (h) it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Instrumentality which may result in any Adverse Effect on the Purchaser or its nominated agencies ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;
- (i) it has complied with Applicable Laws in all material respects;
- (j) all information provided by it in the RFP in connection with the Project is, to the best of its knowledge and belief, true and accurate in all material respects; and
- (k) upon the Consultant Firm/Agency performing the covenants herein, it shall not at any time during the term hereof, interfere with peaceful exercise of the rights and discharge of the obligations by the Consultant Firm/Agency, in accordance with this Agreement.

15.17.3 ***Obligations***

15.17.4 ***Obligations of the Implementation Partner***

- (a) It shall provide to the Purchaser or its nominated agencies, the Deliverables as set out in this RFP.
- (b) It shall perform the Services as set out in this RFP and in a good and workmanlike manner commensurate with industry and technical standards which are generally in effect for international projects and innovations pursuant thereon similar to those contemplated by this Agreement, and so as to comply with the applicable Service Levels set out with this Agreement.
- (c) It shall ensure that the Services are being provided as per the Project Timelines set out in the RFP.

15.17.5 *Obligations of the Purchaser or its Nominated Agencies*

Without prejudice to any other undertakings or obligations of the Purchaser or its nominated agencies under this Agreement, the Purchaser or its nominated agencies shall perform the following:

- (a) To provide any support through personnel to test the system during the Term;
- (b) To provide any support through personnel and/or test data during development, rollout, steady state operation, as well as, for any changes/enhancements in the system whenever required due to scope change that may arise due to business, delivery or statutory/regulatory reasons;
- (c) Purchaser shall provide the data (including in electronic form wherever available) to be migrated.
- (d) To authorize the Consultant Firm/Agency to interact for implementation of the Project with external entities such as the state treasury, authorized banks, trademark database etc.

15.17.6 *Exit Management*

- a) The Consultant Firm/Agency shall provide the Purchaser or its nominated agency with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the MSA as a whole and in relation to the Project Implementation, and the Operation and Management SLA.
 - i. A detailed program of the transfer process that could be used in conjunction with a Replacement Consultant Firm/Agency including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;
 - ii. plans for the communication with such of the Consultant Firm/Agency's sub-contractors, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on the Purchaser's operations as a result of undertaking the transfer;
 - iii. (if applicable) proposed arrangements for the segregation of the Consultant Firm/Agency's networks from the networks employed by Purchaser and identification of specific security tasks necessary at termination;
 - iv. Plans for provision of contingent support to Purchaser, and Replacement Consultant Firm/Agency for a reasonable period after transfer.
- b) The Consultant Firm/Agency shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date.
- c) Each Exit Management Plan shall be presented by the Consultant Firm/Agency to and approved by the Purchaser or its nominated agencies.
- d) The terms of payment as stated in the Terms of Payment Schedule include the costs of the Consultant Firm/Agency complying with its obligations under this Schedule.
- e) In the event of termination or expiry of MSA, and Project Implementation, each Party shall comply with the Exit Management Plan.
- f) During the exit management period, the Consultant Firm/Agency shall use its best efforts to deliver the services.

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- g) Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule.
- h) This Exit Management plan shall be furnished in writing to the Purchaser or its nominated agencies within 90 days from the Effective Date of this Agreement

15.18 Other conditions

1. The Successful bidder shall bear the expenses regarding delivery of services.
2. The Successful bidder shall not under any circumstances revise the rates already approved for services. Any request for an increase in the rates will not be entertained under any circumstances during the contract period.
3. The Successful bidder shall execute the whole work in strict accordance with guidelines of Purchaser.
4. Purchaser shall have power to make any alterations in or additions to the original scope of work. The Successful bidder(s) shall be bound to carry out the work in accordance with any instructions in this connection, which may be given to by Purchaser. Such alterations shall not invalidate the contract, and any additional work which the bidder may be directed to do in the manner specified above as part of the work shall be carried out by the bidder on the same conditions in all respects on which he agreed to do the main work and at the same rates as specified by Purchaser.
5. Any publicity by the bidder in which the name of the Purchaser is to be used should be done only with the explicit written permission of the Purchaser.

16. Annexures

16.1 Annexure-1: Pre-Proposals Queries format

{To be filled by the bidder}

Name of the Company/Firm:

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

Name of Person	Designation	Email-ID(s)	Tel. Nos. & Fax Nos.

Company/Firm Contacts:

Contact Person(s)	Address for Correspondence	Email-ID(s)	Tel. Nos. & Fax Nos.

Query / Clarification Sought:

Sr. No.	RFE Page No.	RFE Clause No.	Clause Details	Query/ Suggestion/ Clarification

Note: - Queries must be strictly submitted only in the prescribed format (.XLS/ .XLSX/ .PDF). Queries not submitted in the prescribed format will not be considered/ responded at all by Purchaser.

Pre-Proposals queries should be sent at the e-mail address mentioned in the RFP.

16.2 Annexure-2: Covering Letter

{To be submitted on the letter head of the bidder}

To,

Executive Director

State Institute for Town Planning Bhopal, Madhya Pradesh
Kachnar, Paryavaran Parisar, E-5, Arera Colony, Bhopal-16, Madhya Pradesh

Dear Sir/Madam,

We, the undersigned, offer our Proposal “for Appointment of Consultant To Suggest Government Process Reengineering (GPR) in The Directorate of Town & Country Planning, M. P. for Providing Effective Citizen Centric Services” in accordance with your RFP datedand our Proposal. “We are hereby submitting our Proposal as per the requirements mentioned in the RFP.

We hereby declare that:

- a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client.
- b) We meet the eligibility requirements as stated in this RFP, and we confirm our understanding of our obligation to abide by the policy in regard to corrupt and fraudulent practices.
- c) Our Proposal is binding upon us and subject to any modifications/ amendments Purchaser made before the date of submission.
- d) Our Firm /Company do not face any sanction or any pending disciplinary action from any authority against our Firm /Company.
- e) We understand that the Client is not bound to accept any Proposal that the Client receives.

Thanking you,

Authorized Signature {In full and initials with Seal):

Name and Title of Signatory:

Name of Bidder (Firm/ Company’s name):

In the capacity of:

Address:

Contact information (phone and e-mail):

Date & Time: _____

Place: _____

16.3 Annexure-3: Checklists for Eligibility/Qualification and Technical Evaluation Criteria Compliance

Checklists for Eligibility /Qualification Criteria Compliance

S. No.	Eligibility / Qualification Criteria	Documents to be Provided	Compliance (Yes/No)	Reference Document Page Number
1.	Legal Entity	Certificates of incorporation / Registration Certificates along with Bylaws/ MoA & AoA or similar legal document.		
2.	Turnover	Audited Financial Statements along with CA Certificate.		
3.	Technical Capability/ Experience	Related work orders with Completion/ Performance fulfilment certificate from client/ payment advice as evidence of such assignments		
4.	Availability of Technical Human Resource	Self-certification on Bidders letterhead by HR or Authorized Signatory with clear declaration of staff, level/designation wise. Detailed CV of the Team member/s with relevant document proof including educational and experience certificates(refer Annexure 4)		
5.	Black listing / Terminations	A signed undertaking to this effect should be submitted on bidder's letter head		

Checklist for Technical Evaluation Criteria Compliance

Sr No	Technical Scoring Criteria	Documents to be Provided	Reference Document Page Number
1	Experience of the Firm:	Certificates of incorporation / Registration Certificates along with Bylaws/ MoA & AoA or similar legal document.	
2	Bidder's Turnover:	Audited Financial Statements along with CA Certificate.	
3	Experience on Eligible Assignments:	Related work orders with Completion/ Performance fulfilment certificate from client/ payment advice as evidence of such assignments	
4	Experience of Team:	Self-certification on Bidders letterhead with clear declaration of staff, designation wise. Detailed CV of the Team member/s with relevant document proof including educational and experience certificates	
5	Technical Presentation	Technical Presentation *	

*Schedule for technical presentation will be communicated to bidders who qualify Pre-Qualification criteria. It is mandatory for bidders who qualify Pre-Qualification criteria to appear for Technical

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Evaluation Round else the bid would not be considered for further evaluation. Proposer need to submit the soft copy and hard copy of the technical presentation at the time of technical presentation.

16.4 Annexure-4: CV Format of Human Resources/Team members

CURRICULUM VITAE (CV)

1. **Name of Staff** :

2. **Proposed Position** :

3. **Employer:** :

4. **Date of Birth:** : DD/MM/YYYY **Nationality:**

5. **Education**

<u>S.No.</u>	<u>Degree/certificate or other specialized education obtained</u>	<u>School, college and/or University Attended</u>	<u>Degree/certificate Issuing University/ Board/ Agency</u>	<u>Year Obtained</u>

6. **Professional Certification or Membership in Professional Associations:**

7. **Other Relevant Training/ Certification:**

8. **Languages Known:**

Language	Read	Write	Speak

9. **Employment Record:**

From Month / Year	To Month / Year	Employer	Positions Held

11. Detailed Tasks Assigned[List all tasks to be performed under this assignment]:

12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

Assignment 1

1	Name of assignment or project:	
2	Year	
3	Name of Client&Location	
4	Main project features	
5	Positions held	
6	Activities performed (List all deliverables /tasks in which the Expert was involved)	

Certification: I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by MPLRS, and/or sanctions by MPLRS.

{Day/month/year}

Name of Expert

Signature

Date

{Day/month/year}

Name of authorized

Signature

Date

Representative of the Consultancy Firm

(the same who signs the Proposal)

16.5 Annexure-5: Project/AssignmentDetails Template

Project/Assignments Details (To be filled for each Project/Assignment)

S.No	Item	Details
1.	Name of the project/Assignment/ Client	
2.	Nature of Work	
3.	Work Order / Contract No.	
4.	Contract Value (In Lakhs)	
5.	Client Details(with mobile numbers & email address of issuing authorities)	
6.	Name, Title & Address of the Client who can be contacted	
7.	URL	
8.	Status of the Project/Assignment (Running/ Completed/ Closed)	

16.6 Annexure-6: Firm/ Company Information(Separate in Case of Consortium)

Following are the particulars of our organization:

S. No.	Description	Details (To be filled by the bidder)
1	Name of the bidder	
2	Regional official address (in Madhya Pradesh, if any)	
3	Phone No. and Fax No.	
4	Registered Headquarters Address	
5	Phone No. and Fax No.	
6	Web Site Address	
7	Details of Firm's Registration (Please enclose copy of the registration document)	
8	Name of Registration Authority	
9	Registration Number and Year of Registration	
10	EFP/ESI registration Number	
11	Goods and Service Tax Registration No. (if any)	
12	Permanent Account Number (PAN)	

Note: Separate sheets may be attached wherever necessary

16.7 Annexure-7: Contact Details of officials for correspondence during bid process:

<<On letterhead of Company>>

Details	Authorised Signatory	Secondary Contact
Name		
Title		
Company Address		
Phone		
Mobile		
Fax		
E-mail		

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16.8 Annexure-8: Financial Bid Format

{To be submitted by the proposer on his Letter head}

To,

Date:

Executive Director

State Institute for Town Planning Bhopal, Madhya Pradesh

Kachnar, Paryavaran Parisar, E-5, Arera Colony, Bhopal-16, Madhya Pradesh

Sub:Financial Bid for “Request for Proposal for Appointment of Consultant To Suggest Government Process Reengineering (GPR) in The Directorate of Town & Country Planning, M. P. for Providing Effective Citizen Centric Services”

Ref: NIT No.: _____ Dated: _____

Dear Sir,

We, the undersigned proposer, having read & examined in detail, the Bidding Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to work as mentioned in the Scope of the work, Service Level Standards & in conformity with the said bidding document for the same.

We submit herewith the Financial Bid (fees) for the assignment proposed by Purchaser:

Sr No	Particulars	Consultancy Fees (INR)
1		
2		
Total Cost		

Total Cost in words:.....

Terms & Conditions: -

1. The above quoted fee includes all duties, levies, taxes except for GST, which shall be payable extra as per the prevailing rates.
2. The rates quoted would remain fixed for the entire contract period.
3. NIL Value quoted against any value above shall lead to rejection of bid.
4. The Payment for the aforesaid quoted value shall be paid in accordance with Payment Terms.

We agree to all the terms & conditions as mentioned above & in the bidding document and submit that we have not submitted any deviations in this regard.

Authorized Signature {In full and initials with Seal}:

Name and Title of Signatory:

Name of Bidder (Firm/ Company's name):

In the capacity of:

Address:

Contact information (phone and e-mail):

Date & Time: _____

Place: _____

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16.9 Annexure-9: Self-Declaration

{To be submitted on the letter head of the bidder}

To,

Date:

Executive Director

State Institute for Town Planning Bhopal, Madhya Pradesh
Kachnar, Paryavaran Parisar, E-5, Arera Colony, Bhopal-16, Madhya Pradesh

In response to the RFP Ref. No. _____ dated _____ for
"Appointment of Consultant to Consultant To Suggest Government Process Reengineering (GPR) in The Directorate of Town & Country Planning, M. P. for Providing Effective Citizen Centric Services", as an Owner/ Partner/ Director/ Auth. Sign. of _____, I/ We hereby declare that presently our Company/ firm _____, at the time of bidding,

- a) Possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Purchaser;
- b) have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
- c) is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT.
- d) is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons;
- e) does not have, and our directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the Tender Process, or not have been otherwise disqualified pursuant to debarment proceedings;
- f) does not have a conflict of interest as mentioned in the bidding document which materially affects the fair competition.
- g) will comply with the code of integrity as specified in the bidding document.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable Act and Rules thereto prescribed by GoMP, my/ our security may be forfeited in full and our bid, to the extent accepted, may be cancelled.

Thanking you,

Authorized Signature {In full and initials with Seal}:

Name and Title of Signatory:

Name of Bidder (Firm/ Company's name):

In the capacity of:

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Address:

Contact information (phone and e-mail):

Date & Time: _____

Place: _____

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16.10 Annexure-10: Bank Guarantee for Earnest Money Deposit (EMD)

To,

<Name>

<Designation

<Address>, PhoneNos.>

<FaxNos.><emailid>

<Location,Date>

Whereas<<nameoftheBidder>>(hereinaftercalled'theBidder')hassubmittedthebidforSubmissionofRFP #<<RFPNumber>>dated<<insertdate>>for<<nameoftheassignment>>(hereinaftercalled"theBid")to<Purchaser>

KnowallMenbythesepresentsthatwe<<>>havingourofficeat<<Address>>(hereinaftercalled "theBank")arebound untothe<Purchaser>(hereinaftercalled "thePurchaser")in thesumofRs.<<Amountinfigures>>(Rupees<<Amountinwords>>only)forwhichpaymentwellandtrulytobe madetothesaidPurchaser,theBankbindsitsself,itsuccessorsandassignsbythesepresents.Sealed with theCommonSeal ofthesaid Bankthis<<insertdate>>

Theconditionsofthisobligation are:

1. IftheBidderhavingitsbidwithdrawnduringtheperiodofbidvalidityspecifiedbytheBidderontheBid Form;or
2. IftheBidder,havingbeen notifiedoftheacceptanceofitsbidbythePurchaserduringtheperiodofvalidity of bid
 - a) Withdrawshisparticipation fromthebid during theperiod ofvalidity of bid document; or
 - b) FailsorrefusestoparticipateforfailuretoresponidinthesubsequentTenderprocessafterhaving been shortlisted;

WeundertaketopaytothePurchaseruptotheaboveamountuponreceiptofitsfirstwrittendemand,without hePurchaserhavingtosubstantiateitsdemand,providedthatinitsdemandthePurchaserwillnotethattheamountclaimedbyitisduetoitowingtotheoccurrenceof oneorbothof thetwo conditions,specifying theoccurred condition orconditions.

Thisguaranteewillremaininforceupto<<insertdate>>andincluding<<extratimeoverandabovemandatedin theRFP>>fromthelastdateofsubmissionandanydemandinrespectthereofshouldreach theBanknotlaterthan theabovedate.

NOTWITHSTANDINGANYTHINGCONTAINED HEREIN:

- I. OurliabilityunderthisBankGuaranteeshallnotexceedRs.<<Amountinfigures>>(Rupees<<Amountin words>>only)
- II. ThisBankGuaranteeshallbe Valid upto<<insertdate>>)

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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:

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16.11 Annexure-11: Performance Bank Guarantee

<Name>

<Designation>

<Address>

<PhoneNos.>, <FaxNos.>, <emailid>

Whereas, <<nameofthesupplierandaddress>>(hereinaftercalled “theBidder”)hasundertaken,inpursuanceofcontractno.<InsertContractNo.>dated.<Date>toprovideImplementation servicesfor <<nameof theassignment>>to Purchaser(hereinaftercalled “thebeneficiary”)

AndwhereasithasbeenstipulatedbyinthesaidcontractthattheBiddershallfurnishyouwithabankguarantee byarecognizedbankforthesumspecifiedthereinassecurityforcompliancewithitsobligationsin accordancewiththecontract;

Andwhereaswe,<NameofBank>abankingcompanyincorporatedandhavingitshead/registeredofficeat<Addressof Registered Office>and having oneof itsofficeat <Addressof LocalOffice>haveagreed togivethesuppliersuch a bankguarantee.

Now,therefore,weherebyaffirmthatweareguarantorsandresponsibletoyou,onbehalfofthesupplier,upto a totalofRs.<InsertValue>(Rupees<InsertValuein Words>only)and weundertaketopayyou,upon yourfirstwritten demanddeclaringthesupliertobein defaultunderthecontractandwithoutcavilorargument,anysumorsumswithinthe limits ofRs.<InsertValue> (Rupees<InsertValueinWords>only)asaforesaid,withoutyourneedingtoproveortoshowgroundsorreason sforyourdemandorthesumspecified therein.

WeherebywaivethenecessityofyourdemandingthesaiddebtfromtheBidderbeforepresentinguswith thedemand.

Wefurtheragreethatnochangeoradditiontoorothermodificationofthetermsofthecontracttobeperformed thereunderorofanyofthecontractdocumentswhichmaybemadetweenyouandtheBiddershallinanyway releaseusfromanyliabilityunderthisguaranteeandweherebywaivenoticeof anysuchchange,additionormodification.

ThisGuaranteeshallbevalid until<<InsertDate>>)

Notwithstanding anything contained herein:

- I. Our liability under this bank guarantee shall not exceed **Rs.<InsertValue>(Rupees<InsertValue in Words>only).**
- II. This bank guarantee shall be valid upto <InsertExpiryDate>
- 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 <InsertExpiryDate> failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:

16.12 Annexure-12: Master Service Agreement

THIS AGREEMENT (“Agreement”) is made on this the <***> day of <***> 20... at <***>, India.

BETWEEN

Executive Director, State Institute for Town Planning Bhopal, Madhya Pradesh having its office at Kachnar, Paryavaran Parisar, E-5, Arera Colony, Bhopal-16, Madhya Pradesh India hereinafter referred to as ‘Purchaser’ / ‘Purchaser’ or ‘-----’, which expression shall, unless the context otherwise requires, include its permitted successors and assigns); of the **FIRST PARTY**;

AND

<***>, a Company incorporated under the Companies Act, 1956, having its registered office at <***> (hereinafter referred to as ‘the Consultant Firm/Agency/IA’ which expression shall, unless the context otherwise requires, include its permitted successors and assigns) of the **SECOND PARTY**.

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

WHEREAS:

1. Purchaser is desirous to Request for Proposal for Appointment of Consultant To Suggest Government Process Reengineering (GPR) in The Directorate of Town & Country Planning, M. P. for Providing Effective Citizen Centric Services.
2. In furtherance of the same, Purchaser undertook the selection of a suitable Consultant Agency through a competitive bidding process to execute the desired scope of work and in this behalf issued Request for Proposal (RFP) dated <***>.
3. The successful bidder has been selected as the Consultant Agency on the basis of the bid responses set out as Annexure of this Agreement, to undertake the execution of desired scope of work/consultancy assignment.

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

1. In this Agreement words and expressions shall have same meanings as are respectively assigned to them in the Conditions of Tender referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

S/N	Document
-----	----------

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1	RFP dated <<***>> issued by Purchaser for <<Name of RFP>> along with Schedules and Annexures;
2	All the subsequently issued corrigenda
3	Technical and financial proposal submitted by the successful bidder, to the extent theyalong with subsequently issued clarifications furnished by the Consultant Agency in response to the RFP, to the extent they are not inconsistent with any terms of the RFP.
4	Letter of Intent (LOI) issued by Purchased on <<date>> to the Successful Bidder.

3. In consideration of the Payments to be made by Purchaser to Service Provider as per the terms of RFP, Service Provider hereby covenants with Purchaserto provide the goods and services and to remedy defects therein in conformity in all respects as per the provisions of the RFP Document and subsequent corrigendum.
4. Purchaserhereby covenants to pay Service Provider in consideration of the provisions of the goods and services and the remedying of defects therein the Contract Price as may become payable under the provisions of the Contract at the times and in the manner prescribed in the RFP Document.

IN WITNESS WHEREOF the parties hereto have signed this Agreement on the date and year respectively mentioned against their signature.

Signature on behalf of the << Purchaser>>

(_____)

Name:

Designation:

Signature on behalf of <<Successful Bidder>>

(_____)

Name:

Designation:

DATE:

WITNESSED BY:

Name

Address

Signature

1.

2.