

**Request for Proposal for Appointment of Consultant for Mass Information
Collaboration System of Govt. of Meghalaya**

Tender No. : M/PA.10/2004/66. Dated 8th August 2011.

Directorate of Information and Public Relations (DIPR)

Lower Lachumiere,

Shillong- 793001, Meghalaya.

Phone 0364-2224957, 09402134837, Fax No. 0364-2211193

<http://www.megipr.gov.in/>

Tender No. M/PA.10/2004/66. Appointment of Consultant for Mass Information Collaboration System Project.

Invitation For Bids:

Directorate of Information and Public Relations, Government of Meghalaya, Shillong invites sealed bids, under two envelopes system, from bidders for Appointment of consultant for Mass Information Collaboration System Project of Meghalaya State Government. Interested bidders may obtain further information from the office of DIPR, Lower Lachumiere, Shillong-793001, Meghalaya. Bids are invited for the work mentioned hereunder:

Items Description:

- (a) **Scope of Work** : Appointment of consultant for implementation support for Mass Information Collaboration System project of Meghalaya State Government.
- (b) Cost of bid document : Rs.1000.00 (non-refundable) by Demand Draft/Cash
- (c) Sale of bid documents : 08.08.11 to 19.08.11 (Between 10.00 a.m. to 5.00 p.m.)
- (d) Last date of submission of bid : 25.08.11 up to 3.00 p.m.
- (e) Date of opening of technical bid : 25.08.11 at .4.00 p.m.
- (f) Date of Presentations by bidders : 26.08.11 at 11.00 a.m.**
- (g) EMD : Rs.50,000/- in the form of Demand Draft payable to DIPR payable at Shillong
- (h) Place of opening the Bids : DIPR office, Lower Lachumiere, Shillong, 793001, Meghalaya.

Note:- Tender can be downloaded from the website <http://www.megipr.gov.in/>In case tender form has been downloaded from the website, the tenderer will have to enclose a Demand Draft of Rs.1000/- (Rupees One Thousand only) of any scheduled bank in favor of DIPR, payable at Shillong, along with the tender.

Sd/-

Director of Information & Public Relations
Meghalaya, Shillong

***Any future Corrigenda/Information shall be posted only on our website <http://megipr.gov.in/>**

Directorate of Information and Public Relations (DIPR)
Lower Lachumiere, East Khasi Hills, Shillong - 793001
Meghalaya, Phone 0364-2224957,09402134837. Fax No. 0364-2211193

Subject : Appointment of Consultant for Implementation of Mass Information Collaboration System Project of Govt of Meghalaya.

Sir,

Having examined the tender document appointment of Consultant for Implementation of Mass Information Collaboration System Project of Govt of Meghalaya, as detailed in your tender, Conditions and Scope of Work etc, and having understood the provision & requirement relating to the preparation and all other factors governing the tender. We hereby submit our offer to carry out the work of Consultant for Implementation of Mass Information Collaboration System Project of Govt of Meghalaya, in accordance with the terms & conditions and confirm our acceptance to execute the order within the time period specified in the tender document, at the rates quoted by us in the accompanying Technical & Commercial bid. If after the tender document is accepted, we fail to complete the work as per the order, we agree that, DIPR, Shillong shall have full authority to forfeit the Earnest Money Deposit (EMD) and cancel our order with no obligation on their part.

We further confirm that,

1. We have successfully executed orders of similar nature and have sufficient experience & financial strength in handling orders of this value.
2. We have sufficient qualified manpower & necessary materials to execute the order efficiently in the specified time schedule. The quoted rates shall be valid till the completion of the order.
3. We further confirm that all chapters of the tender have been read & understood & signed & there is no deviation/discrepancy.

We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof or placement of letter of intent awarding the contract, shall constitute a binding contract between us and DIPR.

We confirm that we have not been blacklisted by any Government/ Government organization in India.

The information given along with the Bid is true and we understand that if the information provided by us is found to be wrong at any point of time during the Bid Process or Contract period our Bid/Contract may be cancelled and the Bid Security/Performance Guarantee may be forfeited.

Signature of the Tenderer
With stamp and date

Context:

1. The Department of Information & Public Relations DIPR is the press and publicity wing of the Government of Meghalaya and the nodal agency for dissemination of information on policies and programmes of the Government, particularly at the grass root level. The department is looking forward to replace its old Fixed Loudspeaker based System with state-of-the-art solution for not only dissemination of information but also to receive valuable feedback from the citizens on various schemes and general grievance redressal.

Coverage And Scope:

2. The scope for the project is to be defined with reference to the set of services which would be taken up under the project. The Mass Information Collaboration System focuses on empowering the citizen with the knowledge on various schemes/policies of the state government and also receiving constructive feedback from him, on implementation or formulation of these initiatives. It will also be used to address public grievances in an efficient manner.

3. **Timelines:** The project will be implemented in two phases:

- (a) **Phase I.**

- i) DPR Preparation for complete state – 30 days from the award of contract.
- ii) Implementation in three districts Shillong (East Khasi Hills), Ampati and Tura (West Garo Hills) and Jowai (Jaintia Hills) to be completed by 20 Dec 2011.

- (b) **Phase II.** Implementation in balance of the state by 31 Jul 2012.

4. The finally selected consultant will be associated till final acceptance of the complete project by Government of Meghalaya.

Functional Requirements of Information System:

1. Due to peculiarities of terrain, sparse rural population and the existing low levels of penetration of ICT in the state, it is felt that no single technology would be able to meet the complex requirements across the complete state. Also the proposed system should be able to cater for the needs of information exchange of both rural and urban populace, equally well. Some of the functional requirements of any such system are summarized as under:-
 - I. Mass Proliferation so as to be able to reach to the remotest of places.
 - II. Multiple Channels of delivery.
 - III. Cater for Text, Audio and Visual information.
 - IV. Controlled dissemination.
 - V. Robust Feedback Mechanism and grievance redressal.
 - VI. Future Growth – Scalable.
 - VII. Adequate Redundancies.
 - VIII. Lighter Infrastructure – Easy to maintain.

Proposed System:

5. The state has implemented following IT infrastructure projects and these are operational now:-
 - (a) Meghalaya State Wide Area Network (SWAN) connecting all Govt offices up to block level.
 - (b) State Data Center (SDC) with adequate space, security and bandwidth availability.
 - (c) 225 Common Service delivery Centers (CSCs), @ of one per six villages. Each center is akin to a standalone Cyber Cafe.
 - (d) State Service Delivery Gateway (SSDG) and National level Mobile Service Delivery Gateway, incorporating both SMS and Email gateways.
6. Proposed system will have following different channels of delivery of information as under:-
 - (a) Use of appropriate technology to connect loud speakers and display units in population centers not connected through SWAN.
 - (b) Use of National Mobile Service Delivery Gateway (MSDG) for SMS/Voice mail to start with and MMS, USSD, E-Mail etc. features as and when offered. (Can launch our own SMS/Voice mail service in collaboration with state Mob Service Providers, in case of delay at National level). Present penetration of mobile phones in the state is approximately 45%, which is ever increasing with time.
 - (c) Use SWAN Points of Presence (PsOP) (55) and Horizontal Offices (over 200, connected to respective PsOP) for connecting wired Loud Speakers and display Boards in certain selected and technically feasible population centers. These are planned to be used for Selective Broadcast / Zoning with inherent redundancy.
 - (d) Use of some of the technically feasible 225 CSCs, with sizable population base, for establishing Kiosks with a set of two or three loud speakers & display boards.
 - (e) Mobile Kiosks at Block level to cover all weekly Haats and shadow areas, each with a display board and a set of loud speakers.
7. **Content, Feedback and Public Grievance Management Centre:** A Central Control Centre would need to be established for collection, collation, preparation, auditing and testing etc. of information received from different departments, before dissemination in a controlled/coordinated manner. This centre would also have a multi mode based system for receiving grievances and giving them feedback, from the citizens along with well structured escalation and MIS.
8. **Deliverables of the Finally Selected Consultant:** The empanelled consultant would be responsible for:
 - (a) Preparation of DPR for the complete project.
 - (b) Recommend an appropriate Business Model.
 - (c) Carry out the field study in order to understand the requirements of the citizens, for installation of Display Boards and Loud speakers. The DPR should clearly specify exact number, size and locations with feasibility study for the complete state.
 - (d) Design an efficient and effective end to end information service delivery process, and a responsive grievance redressal system between different organs of the state and the citizens.
 - (e) Recommend possible avenues of exploitation of the project infrastructure, once in place.
 - (f) Understand the capacity building requirements and help create a facility for development of capacity.

- (g) Preparation of RFP for hiring of an project implementation agency, Tender Management, Award of contract, Overseeing Project Implementation and Final Acceptance of the completed project.

9. Eligibility Criteria:

- The Bidder must be a professional and reputed management organization, having proven expertise in providing consultancy/advisory services in IT sector to Government for over three years.
- The Bidder should have an annual Turnover from consultancy services averaged over the last 3 years of a minimum of Rs.10 Crores (Rupees ten Crores).
- The Bidder must have completed at least one e-Governance Project (as a consultant or Implementation agency) for any State Government/Central Government/Public Sector Undertaking.
- The Bidder should not have any conflict of interest i.e. should not be involved in the business for which consultant is proposed to be appointed.

10. Documents in support of above should be submitted along with the technical bid documents.

11. Details to be Submitted:

- (a) Sealed bids shall be submitted by the bidder under Two Envelope System. All the documents along with signed copy of the Tender document and EMD, except Financial Bid, shall be sealed in one Envelope called the Technical Bid. The Financial Bid shall be sealed in a separate envelope and submitted along with Technical Bid in a larger sealed Envelope. The bid shall comprise of the following:
- (i). Letter of submission in the format as given in the Tender Document.
 - (ii). Proof (Board resolution/ Power of attorney) stating that the person signing the bid is an authorized representative of the bidder.
 - (iii). EMD.
 - (iv). Undertaking stating that the bidder is not involved in implementing similar project in any other State.
 - (v). Sealed Financial bid in the format as given in this document.
 - (vi). **Envelope Heading:** The financial proposal should be clearly marked and should contain a label stating “**Financial Proposal** – Along with Tender No. and Due date. The overall bid envelope shall contain a label stating “**Bid for Appointment of Consultant for Mass Information Collaboration System Project**” along with the Tender No. and due date. The name and address of the bidder should be written on the envelope along with the address of the Tender issuing authority.
- (b). **Language of Proposal:** Proposals shall be submitted in English. The original proposal shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the bidder itself. Any such corrections must be initialed by the person (or persons) who sign(s) the proposals. An authorized representative of the bidder shall initial all pages of the proposal. The representative’s authorization should be confirmed by a written letter of authorization accompanying the bid.
- (c). **EMD Details:** The Bidders shall furnish, Earnest Money Deposit (EMD) of Rs. 50,000/- (Rupees Fifty Thousand Only) in the form of demand draft/banker’s cheque, from a

Scheduled Bank, drawn in favour of DIPR., payable at Shillong. The demand draft/banker's cheque should be valid for 6 months. The bidder would be disqualified in the pre-qualification process if the EMD is not submitted along with the Bid. Unsuccessful Bidder's EMD (bid security) will be returned as promptly as possible but not later than 60 days after the award of the contract to the successful bidder. No interest will be payable by DIPR on the amount of the Bid Security. The bid security may be forfeited:-

- (i). If the Bidder modifies or withdraws his Bid or changes his quoted price during the period of bid validity or its extended period without the explicit consent of DIPR, if any; or
- (ii). In the case of a successful Bidder, if he fails within the specified time limit to:
 - (aa) Sign the Agreement or,
 - (bb) Furnish the required Performance Bank Guarantee.
- (d). **Financial Bid:** No changes in the financial bid would be allowed post submission of the bid. The currency for the financial bid should be Indian Rupees. Bidders shall quote for the entire Project on a single responsibility basis on the following lines:
 - (i). Bidders intending for commercial bid should necessarily give the commercial details in the format only in accordance to the details and terms and conditions as mentioned in the Tender.
 - (ii). The bid should be comprehensive and inclusive for all the services to be provided by the bidder as per scope of his work. The payments would be made to selected bidder on the basis of the bid and further negotiations between DIPR and the bidder only.
 - (iii). Prices quoted shall be inclusive of all taxes, duties and statutory payments incident upon the bidder and it shall be a fixed price bid. Once the prices have been tendered, no change/modification will be entertained for any cause whatsoever (including changes in regulation, tax and duty structure etc.) The prices once provided by the bidder will be valid for the entire period of validity of the bid as defined in the bid document. Further negotiations between DIPR and bidder may lead to change in the quoted prices.
 - (iv). Any revision in the rates of taxes, duties, charges and levies at a later date and during the tenure of the bid will be to the account of the bidder.
 - (v). The Bidder shall be responsible for the costs towards travel/stay, daily allowance or any other allowances with respect to their staff deployed with respect to the execution of this project before or after the award of the contract.

12. Bid Evaluation Process and Award of Contract:

- A. Preliminary Evaluation:** The bid documentation furnished by the bidder shall be examined prima facie, to ensure that the bid has been properly sealed and signed and accompanied by relevant documents criteria (covering letter, EMD, authorization/Power of Attorney in favour of bid signatory etc., to substantiate the compliance with the criteria as explained in this Tender. Only, the bids qualifying Preliminary Evaluation would be considered for further evaluation.
- B. Technical Evaluation:** The evaluation committee shall evaluate the bids further (subsequent to qualification in preliminary evaluation), based on the documents submitted including the proposed approach / methodology, proposed timelines and

proposed resources. **Each bidder would essentially be required to make a presentation for the same to evaluation committee. The sole aim of these presentations would be to assess the understanding of the project deliverables by the prospective bidders.** The scoring pattern would be as per the following table:-

Table 'A'.

Sl No.	Criteria	Marks
	A. Organizational Strength	50
1	DPR Preparation Experience in e-Governance (Number of assignments/ profile of customer) projects.	15
2	Project Consultancy Service / Project Management experience throughout the lifecycle of the IT/Communication related projects.	15
3	Consultancy Projects in Meghalaya	15
4	Presence in Meghalaya / North East India	05
	B. Proposed Approach	35
5	Understanding the scope & requirements	10
6	Detailed approach and methodology	15
7	Work Plan and Staffing Schedule	10
	C. Team Strength	15
8	Sr. Project Manager / Project Manager	05
9	Assistant Project manager	05
10	Any other engagement	05
	Total (Max) Score	100

Note:-

1. The bidder needs to score at least 60 marks out of 100 to qualify for next stage (financial bid opening).

2. Bidder has to submit the Certificates/ MOUs/Contract orders from the Clients for Project experience.

C. **Financial Evaluation:** The financial evaluation shall be done based on the details submitted by the bidder as per the format provided in the **Table B**. The calculation for financial evaluation shall be for the entire duration of the project implementation.

Table B

Sl. No.	Description	INR
1	D = Charges for DPR preparation	
2	E = RFP Preparation, Tender Management, Implementation and Final Acceptance of Phase-I.	
3	F = Award of Work Order for Phase-II, Implementation and Final Acceptance.	
	Total Charges = D+E+F	

2. **Award of Contract:**

The final score used for calculating the most responsive bid for awarding the contract shall be calculated based on a Quality Cum Cost based evaluation as explained in the following **Table C**, (showing the weightage to be used for calculating the total overall score of the bidders):

Table C

Sr. No.	Description	Weightage
1.	Normalized Technical Score	30%
2.	Normalized Financial Bid	70%

The Normalization of Technical and Financial scores shall be done by awarding maximum marks to the bidder having highest technical score and lowest financial bid respectively. The total score shall be arrived by using the following formula:-

Total Score, S = 0.3*(Technical marks awarded to bidder / Highest technical marks allotted to any of the bidder) + 0.7*(Lowest Financial bid received/ Financial bid of bidder).

The bidder having the highest overall score “S” shall be invited for negotiations/ awarded of contract.

15. **Notification of Award.** The acceptance of a tender, subject to contract, will be communicated in writing at the address supplied by the bidder in the bid document. Any change of address of the Bidder, should therefore be promptly notified to the State.

16. **Signing of Contract.** The Most Responsive Bidder shall be required to enter into a contract, including any agreements reached during the negotiation process, if any with DIPR, within 15 days of the award of the contract or within such extended period, as may be specified by DIPR. This contract shall be on the basis of this document, the bid of the bidder, the letter of intent and such other terms and conditions as may be determined by DIPR to be necessary for the due performance of the work, as envisaged herein and in accordance with the bid and the acceptance thereof.

Note:

(a). **DIPR reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for department’s action.**

(b). **Failure to agree with the Terms & Conditions of the Tender/Contract: Failure of the successful Bidder to agree with the Terms & Conditions of the Tender/Contract shall constitute sufficient grounds for the annulment of the award, in which event DIPR may make the award to the next Best Value Bidder or call for new Bids.**

17. **Payment Terms** Payments to the selected consultant shall be made on following terms:-

1	On Final Acceptance of DPR by GoM	10% of Project Cost
2	On Award of Contract to SI/IA	20% of Project Cost
3	On Completion and Final Acceptance of Phase I by GoM	30% of Project Cost
4	On Issue of Work Order to SI for Phase II	10% of Project Cost
5	On Completion and Final Acceptance of Phase II by GoM	30% of Project Cost

GENERAL TERMS AND CONDITIONS

1. **One Proposal per Bidder:** Each bidder shall submit only one Proposal. The bidder who sub allots or participates in more than one Proposal will be disqualified.
2. **Cost of Proposal:** The bidder shall bear all costs associated with the preparation and submission of his Proposal, including site visits, and DIPR will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the proposal process.
3. **Amendment of Tender Documents:** At any time prior to the deadline for submission of Proposal, DIPR may amend the Tender document by issuing suitable Addenda. Any addenda/corrigenda thus issued shall be part of the Tender document, and shall be uploaded only on DIPR website <http://www.megiipr.gov.in/>. No claim will be entertained or accepted regarding non receipt of addendum/corrigendum. To give bidders reasonable time in which to take an Addendum into account in preparing their Proposals, DIPR shall extend if necessary, the deadline for submission of Proposals.
4. **Ban on Promotion:** The bidder will not make any reference to DIPR for this procurement or resulting contract in any literature, promotional material, brochures, sales presentation or the like without the express prior written consent of the authorized representative of DIPR. The bidder shall not perform any kind of promotion, publicity or advertising etc. at DIPR field offices through any kinds of hoardings, banners or the like without the express prior written consent of the same.
5. **Use & Release of Bidder Submissions:** DIPR is not liable for any cost incurred by the bidder in the preparation and production of the Proposal, the preparation or execution of any benchmark demonstrations, simulation or training service or for any work performed prior to the execution of a formal contract. All materials submitted become the property of DIPR and may be returned at its sole discretion. The content of each bidder's Proposal will be held in strict confidence during the evaluation process, and details of the Proposals will not be discussed outside the evaluation process.
6. **Late proposals:** Any Proposal received by the Tender issuing authority after the deadline for submission of Proposals prescribed in Tender will be summarily rejected and returned unopened to the bidder.
7. **Modification And Withdrawal Of Bids:**
 - (a). The bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification or withdrawal is received by DIPR prior to the deadline prescribed for submission of Bids.
 - (b). The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of this Section. A withdrawal notice may also be sent by fax or email but should be followed by a duly signed confirmation copy not later than the deadline for submission of Bids.
 - (c). No Bid may be modified subsequent to the deadline for submission of Bids. No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiry of the period of Bid validity specified by the Bidder on the Bid Form.

8. **Process to be Confidential:** Information relating to the examination, clarification, evaluation and comparison of Proposals, and recommendations for the award of the project shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced.
9. **Correction of Errors:** Bidders are advised to exercise greatest care in entering the pricing figures. No excuse that mistakes have been made or requests for prices to be corrected will be entertained after the quotations are opened. All corrections, if any, should be initialed by the person signing the bid form before submission, failing which the figures for such items may not be considered. Arithmetic errors in bids will be corrected as follows:
- (a). Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
 - (b). Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate will govern unless, in the opinion of DIPR, there is obviously a gross error such as a misplacement of a decimal point, in which case the line item total will govern.
 - (c). The amount stated in the tender form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall tender price to rise, in which case the bid price shall govern.
10. **Contacting Department:** Any effort by bidders to influence the officials in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Bidder's Proposal. Queries, requests if any regarding the bid should be forwarded to the Tender issuing authority at the address specified in this Tender Document.
11. **Disqualification:** The bid is liable to be disqualified if:
- (a). Not submitted in accordance with this Tender.
 - (b). During validity of the bid or its extended period, if any, the bidder increases his quoted prices without the consent of DIPR to change the bid quote.
 - (c). Bidder puts his own conditions with the bid.
 - (d). Bid received in incomplete form or not accompanied by EMD.
 - (e). Bid received after due date and time.
 - (f). Bid not accompanied by all requisite documents.
 - (g). Awardee of the contract qualifies the letter of acceptance of the contract with his conditions.
 - (h). Bidder fails to enter into a contract within 15 working days of the date of notice of the award of tender or within such extended period, as may be specified by an authorized representative.
12. **Performance Bank Guarantee:**
- (a). The successful bidder shall at his own expense submit, within 15 working days of the date of notice of award of the contract or prior to signing of the contract whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Scheduled Bank payable on demand, for the due performance and fulfillment of the contract by the bidder.
 - (b). The Performance Guarantee shall be denominated in the currency of the Contract and shall be by Bank Guarantee.
 - (c). This Performance Bank Guarantee will be for an amount equivalent to 10% of the total contract Price (for both phases). All charges whatsoever such as premium;

- commission etc. with respect to the Performance Bank Guarantee shall be borne by the bidder.
- (d). The Performance Bank Guarantee shall be valid till the end of six months after the period of end of contract, subject to the terms and conditions in the Performance Bank Guarantee. At the end of six months after the date of end of Contract, the Performance Bank Guarantee will lapse automatically.
- (e). The Performance Bank Guarantee may be discharged/returned by DIPR upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee.
- (f). In the event of the bidder being unable to service the contract for whatever reason, DIPR would invoke the Performance Bank Guarantee.
- (g). DIPR shall also be entitled to make recoveries from the Bidder bills, Performance Bank Guarantee or any other payment due, in case of any error/ omission on bidder's part. The format of the Performance Bank Guarantee has been attached.
13. **Liquidated Damages:** In the event Bidder fails to provide the services in accordance with the contract time lines, Bidder shall be liable for penalty as per the terms and conditions to be agreed between the Bidder and DIPR. DIPR is entitled to withhold and / or deduct from the payment due or from the Performance Bank Guarantee, the liquidated damages that have become due.
14. **Termination of Contract:**
- (a). **Termination for default:** DIPR, without prejudice to any other remedy for breach of Contract or non compliance with service levels, by written notice of default sent to the Bidder, may terminate the Contract fully or in part:
- If the selected Bidder/ fails to deliver any or all Contracted services as per service standards specified in the Contract, or If the selected Bidder/fails to perform any other obligation(s) under the Contract as per the contract timeline and for the period of contract, or
 - If the Bidder/selected Bidder has been found to be engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
 - In the event DIPR terminates the Contract in whole or in part, DIPR may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the selected Bidder shall be liable to DIPR for any excess costs for such similar services. However, the Bidder may continue performance of the Contract to the extent not terminated. DIPR would not be liable to pay any damages to the selected Bidder in cases comprising as above.
- (b). **Termination for Insolvency:** DIPR may at any time terminate the Contract by giving written notice to the selected Bidder/if the selected Bidder/ becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the selected Bidder, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to DIPR.
- (c). **Termination for Convenience:** DIPR, by written notice sent to the 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 its convenience. In case of termination for convenience, DIPR would pay to the bidder cost of services provided

till the date of the termination. The Performance Bank Guarantee in such a case would be refunded to the bidder.

15. Force Majeure:

- The successful Bidder shall not be liable for forfeiture of its Performance bank guarantee, 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 purposes of this clause, “Force Majeure” means an event beyond the control of the Bidder and not involving the Bidder’s fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of Government in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- If a Force Majeure situation arises; the Bidder shall promptly notify the authorized representative of DIPR in writing of such condition and the cause thereof. Unless otherwise directed by the authorized representative of DIPR in writing, the Bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

16. Exit Management:

(a). Purpose:

- (i). This clause sets out the provisions which will apply on expiry or termination of the contract.
- (ii). In the case of termination of contract due to illegality, DIPR will decide at that time whether, and if so during what period, the provisions of this clause shall apply.
- (iii). The Parties shall ensure that their respective associated entities, authorized representative of or its nominated agencies and the Bidder, carry out their respective obligations set out in this Exit Management Clause.

(b). Cooperation and Provision of Information: During the exit management period:

- (i). The Bidder will allow DIPR or its nominated agencies access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable it to assess the existing services being delivered.
- (ii). Promptly on reasonable request by DIPR or its nominated agencies, the Bidder shall provide access to and copies of all information held or controlled by it which have prepared or maintained in accordance with the contract. DIPR or its nominated agencies shall be entitled to copy all such information. Such information shall include details pertaining to the services rendered and other performance data. The Bidder shall permit DIPR or its nominated agencies and/or any Replacement Bidder to have reasonable access to its employees and facilities as reasonably required to understand the methods of delivery of the services employed by the Bidder and to assist appropriate knowledge transfer.

- (c). **Confidential Information, Security and Data:** The Bidder will promptly on the commencement of the exit management period supply to DIPR or its nominated agencies the following:
- (i) Information relating to the current services rendered and customer satisfaction surveys and performance data relating to the performance in relation to the services; and
 - (ii) Documentation relating to Intellectual Property Rights; and
 - (iii) Govt. of Meghalaya/ DIPR data and confidential information; and
 - (iv) All current and updated departmental data as is reasonably required for purposes of DIPR or its nominated agencies transitioning the services to its Replacement Bidder in a readily available format; and
 - (v) All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable DIPR or its nominated agencies, or its Replacement vendor to carry out due diligence in order to transition the provision of the Services to the Govt. of Meghalaya/ DIPR or its nominated agencies, or its Replacement Operator (as the case may be).
 - (vi). Before the expiry of the exit management period, the Bidder shall deliver to DIPR) or its nominated agencies all new or up-dated materials from the categories set out in points above, and shall not retain any copies thereof, except that the Bidder shall be permitted to retain one copy of such materials for archival purposes only.
 - (vii). Before the expiry of the exit management period, unless otherwise provided under the contract, DIPR or its nominated agencies shall deliver to the Bidder all forms of Bidder confidential information which are in the possession or control of DIPR or its nominated agencies or its users.

17. **Employees:**

- (a). Promptly on reasonable request at any time during the exit management period, the Bidder shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to DIPR or its nominated agencies a list of all employees (with job titles) of the Bidder dedicated to providing the services at the commencement of the exit management period;
- (b). Where any national, regional law or regulation relating to the mandatory or automatic transfer of the contracts of employment from the Bidder to DIPR or its nominees, or a Replacement Vendor ("Transfer Regulation") applies to any or all of the employees of the Bidder, then the Parties shall comply with their respective obligations under such Transfer Regulations.
- (c). To the extent that any Transfer Regulation does not apply to any employee of the Bidder, DIPR or its nominated agencies, or its Replacement Vendor may make an offer of employment or contract for services to such employee of the Bidder and the Bidder shall not enforce or impose any contractual provision that would prevent any such employee from being hired by DIPR or its nominated agencies or any Replacement Vendor.

18. **Transfer of Certain Agreements:** On request by DIPR or its nominated agencies, the Bidder shall effect such assignments, transfers, innovations, licenses and sub-licenses as DIPR may require in favor of Govt. of Meghalaya/ DIPR or its nominated agencies, or its

Replacement Vendor in relation to any equipment lease, maintenance or service provision agreement between Bidder and third party lessors, vendors, or Vendor, and which are related to the services and reasonably necessary for the carrying out of replacement services.

19. Right of Access to Premises:

- (a). At any time during the exit management period, where Assets are located at the Bidder's premises in relations to this project, the Bidder will be obliged to give reasonable rights of access to (or, in the case of Assets located on a third party's premises, procure reasonable rights of access) Govt. of Meghalaya/ DIPR or its nominated agencies, and/or any Replacement Vendor in order to inventory the assets.
- (b). The Bidder shall also give DIPR or its nominated agencies, or any Replacement Vendor right of reasonable access to the Bidder's premises and shall procure DIPR or its nominated agencies and any Replacement Vendor rights of access to relevant third party premises during the exit management period and for such period of time following termination or expiry of the contract as is reasonably necessary to migrate the services to DIPR or its nominated agencies, or a Replacement Vendor.

20. General Obligations of the Bidder:

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

21. Exit Management Plan: The Bidder shall provide to DIPR or its nominated agencies 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 contract as a whole and in relation to the:-

- (a) Project Implementation, the Operation and Management SLA and scope of work:-
 - (i) A detailed programme of the transfer process that could be used in conjunction with a Replacement Vendor 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; and Plans for communication with such of the Bidder's staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on department's operations as a result of undertaking the transfer; and
 - (ii) Plans for provision of contingent support to DIPR or its nominated agencies, and Replacement Vendor for a reasonable period after transfer for the purposes of providing service for replacing the Services.
- (b) The Bidder shall re-draft the Exit Management Plan quarterly, thereafter to ensure that it is kept relevant and up to date.
- (c) Each Exit Management Plan shall be presented by the Bidder and approved by DIPR or its nominated agencies.

- (d) In the event of termination or expiry of the contract each Party shall comply with the Exit Management Plan.
- (e) During the exit management period, the Bidder shall use its best efforts to deliver the services.
- (f) Payments during the Exit Management period shall be made in accordance with the Terms of Payment Clause.
- (g) This Exit Management plan shall be furnished in writing to DIPR or its nominated agencies within 90 days from the Effective Date of the start of work.

22. **Confidentiality:** The Bidder shall not use or disclose to any third party, except for the purpose of the observance of these terms and Conditions any confidential information of DIPR.

23. **Responsibility For Safe Custody And Integrity Of Data:**

- (a). The Bidder shall not, without prior written consent from DIPR, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of DIPR in connection therewith, to any person other than a person employed by the Bidder in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.
- (b). The Bidder shall not, without prior written consent of DIPR, make use of any document or information made available for the project, except for purposes of performing the Contract.
- (c). All project related documents issued by DIPR, other than the Contract itself, shall remain the property of DIPR and shall be returned (in all copies) to DIPR on completion of the Bidder's performance under the Contract if so required by DIPR.

24. **Contract Amendment:** No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

25. **Resolution of disputes:**

- (a). DIPR and the selected Bidder shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- (b). If, after thirty (30) days from the commencement of such informal negotiations, DIPR and the selected Bidder have been unable to amicably resolve dispute, either party may require that the dispute be referred to Arbitrator consisting of Chief Secretary/Secretary Deptt of Information and Public Relations. All arbitration proceedings shall be held at Shillong and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English
- (c). In case the issues are not resolved in the arbitration proceedings then any further legal action by the parties shall be restricted to the jurisdiction of the Courts in Shillong.

26. **Insurance Requirement** Bidder shall maintain standard forms of comprehensive insurance including liability insurance, system and facility insurance and any other insurance for the personnel, assets, data, software, etc. and submit the list of all the insured items to DIPR prior to the start of operations. Bidder shall take and keep effective all the insurances during the period of the Contract.

27. **Notices** Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or facsimile or email and confirmed in writing to the party's address. A notice shall be effective from the date when delivered, tendered or affixed on notice board whichever is earlier.
28. **Interpretation of Clauses** In case of any ambiguity in the interpretation of any of the clauses in the bid document, Commissioner and Secretary, DIPR's interpretation of the clauses shall be final and binding on all parties.
29. **Third Party Claims** The Bidder shall indemnify DIPR against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in reference to this project in India.
30. **Penalties** In case of any delay solely on account of project consultant, a penalty of 1% per week of the contract value (maximum up to 10%) will be imposed from the scheduled target date. Beyond a delay of ten (10) weeks, State reserves the right to either terminate the contract or get the balance of the activities completed at the risk & cost of the consultant. The modalities of which will be decided at the total discretion of the DIPR.
31. State shall also have a right to prematurely close this Project without assigning any reason. In case of premature closure of the project by DIPR, it shall reimburse to the consultant, fee based on the milestone percentages as per the Work Order and or milestone for which only part of the work has been completed by the consultant at the time of foreclosure. Fee based on the proportion of the effort completed by the, shall be paid.

Signature of the Tenderer
With stamp and date

Performance Bank Guarantee Format
(On Stamp Paper as per legal requirements)

This Deed of Guarantee is made on this ____ day of _____, 2011 at. _____ by _____ (Name of the Bank), constituted under _____ and having its Head Office/Registered Office at _____ and interalia a Branch Office at _____ (hereinafter referred to as the Bank or the Guarantor, which expression shall unless it be repugnant to the subject or context hereof be deemed to include its successors and assigns) in favor of Directorate of Information and Public Relations, Meghalaya, hereinafter referred to as "DIPR"

WHEREAS

A. [.....], a company within the meaning of the Companies Act, 1956 and having its Registered Office at [_____] (herein after referred to as the said Third Party Auditor ()). Which expression unless repugnant to the subject or context includes its successors, legal representatives and permitted assigns) has been awarded the Work Order on the terms and conditions stated in the Tender No. M/PA.10/2004/66 dated 8th August 2011. As per the terms of the Tender, the said has to provide a Performance Guarantee. Accordingly, the said requested the Bank to issue a Performance Guarantee in accordance with the terms and conditions of the Tender.

1. We, [] (name of the, Bank) do hereby guarantee and undertake to indemnify and pay and keep indemnified DIPR in terms of the Tender and subsequent Agreement to the extent of this Bank Guarantee value of Rs. _____ (_____ rupees only).
2. We, [] (name of the Bank) further agree that if a demand is made by DIPR for honoring the Performance Bank Guarantee we, [] (name of the Bank) having no right of decline to en cash the same for any reason whatsoever. The fact that there is a dispute between DIPR and the shall be no ground for us (name of the Bank) to decline to honour the Performance Bank Guarantee.
3. We, [] (name of the Bank) further agree that a mere demand by DIPR shall be sufficient for us [] (name of the Bank) to pay the amount covered by the Performance Bank Guarantee without reference to the and any protest by the cannot be valid for us [] (name of the Bank) to decline payment to DIPR.
4. We, [] (name of the Bank) further agree that DIPR shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the Contract Agreement or to extend time of performance by the from time to time or to postpone for any time or from time to time, any of the powers exercisable by DIPR against the and to forbear or enforce any of the terms and conditions relating to the Contract Agreement and we shall not be relieved from our liability by reasons of any such variation or extension being granted to the or for any forbearance, act or omission on the part of DIPR or any indulgence by DIPR to the or any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us [] (name of the Bank).
5. The Performance Bank Guarantee shall be valid up to -----
6. We [] (name of the Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the DIPR in writing.

DATED THE [] DAY OF []

Signatures _____

Name _____

Designation _____

For [Name of the Bank]