

**REQUEST FOR PROPOSAL  
FOR  
Establishing, Operating and Maintaining  
LOK SEVA KENDRA**

**at < TAHSIL TANSEN>in District<GWALIOR>**



Ref Number: PSM/LSK-N./03/2019/394

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Issuer:-

Secretary,

District e-Governance Society,

< GWALIOR > District

< COLLECTOR OFFICE GWALIOR >

Madhya Pradesh

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**Abbreviation**

DeGS	District eGovernance Society
DPSM	Department of Public Service Management
LSK	Lok Seva Kendra
RFP	Request for Proposal
VGF	Viability Gap Funding

## Disclaimer

This Request for Proposal (RFP) document is neither an agreement and nor is an offer to the prospective bidders. The purpose of this RFP document is to provide prospective bidders information that may be useful to them in the formulation of their bid for qualification pursuant to this RFP document. The assumptions, assessments, statements and information contained in this RFP document may not be complete, accurate, adequate or correct. Each bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP document and obtain independent advice from appropriate sources.

Information provided in this RFP document to the bidders is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. DeGS <GWALIOR> accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

DeGS <GWALIOR> or its employees or representatives make no representation or warranty and shall have no liability to any bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP document

DeGS <GWALIOR> also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever, caused arising from reliance of any bidder upon the statements contained in this RFP document.

DeGS <GWALIOR> may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP document.

The issue of this RFP document does not imply that the DeGS <GWALIOR> is bound to select and to appoint the Selected Bidder as Operator for the Lok Seva Kendra. DeGS <GWALIOR> reserves the right to reject all or any of the bid without assigning any reason whatsoever.

The bidders shall bear all the costs associated with or relating to the preparation and submission of their bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Secretary or any other cost incurred in connection with or relating to its bid. All such costs and expenses will be borne by the bidders and the Secretary shall not be liable in any manner, whatsoever, for the same

or for any other costs or other expenses incurred by any bidder in preparation and submission of the bid, regardless of the conduct or outcome of the Bidding Process.

## **Section I: Request for Proposal (RFP)**

### **Request for Proposal (RFP) For Establishing, Operating and Maintaining Lok Seva Kendra at <LOK SEVA KENDRA TANSEN> District <GWALIOR>**

#### **1. Invitation of Bids**

##### **1.1 General**

1.1.1. The Secretary, District E-Governance Society (hereinafter referred as DeGS), <GWALIOR> invites bids from suitable bidders to select experienced and capable operator for Establishment, Operation and Maintenance of the Lok Seva Kendra (LSK) at <LOK SEVA KENDRA TANSEN> District <GWALIOR> upto 3:00 PM on 03/04/2019 (Last Date of Proposal Submission).

1.1.2. The agreement period for operation and maintenance of LSK shall be three years from the date of signing the agreement.

1.1.3. Cost of RFP document: RFP document can be downloaded from website <www.gwalior.nic.in> and shall be submitted along with the bid Rs. 1,000/-. Cost of RFP document should be paid by demand draft of any nationalized or scheduled commercial bank payable at its local branch in favour of the Secretary, District e-Governance Society <GWALIOR>.

1.1.4. Bid Security Rs. 1,00,000/-. Payable by Demand draft of any nationalized or scheduled commercial bank payable at its local branch in favour of the Secretary, District e-Governance Society <GWALIOR> and shall be submitted along with the bid.

1.1.5. The bidder shall quote the process fee may not be less than Rs. 25/- to be charged by him for the processing of applications received in the LSK.

1.1.6. Technical Bids shall be opened on the bid due date at 4:00 PM.

## **1.2. SCOPE OF WORK**

Scope of work, duties and obligations of the operator (the bidder shall be called operator after agreement is executed) and obligations of the Secretary, District e- Governance Society <GWALIOR> (hereinafter called Secretary), have been given in Terms of Reference (TOR).

## **1.3. ELIGIBILITY OF BIDDERS AND QUALIFICATION**

**The bidder must fulfil the following conditions of qualification:**

### **General:**

#### 1.3.1

The bidder may be an individual, proprietary firm, registered society, a firm or a corporate body. However, no bidder entity or any of its members can be a member of another bidder entity.

1.3.2. The bidder shall not have a Conflict of Interest that affects the Bidding Process. Any bidder found to have a Conflict of Interest shall be disqualified. Whether a situation amounts to conflict of interest or not shall be determined by the DeGS <GWALIOR> and his decision shall be final.

1.3.3. Any entity, which has been barred from participating in any project by the Central/State Government or by any entity controlled by it and if the bar subsists as on the date of bid, would not be eligible to submit a bid.

1.3.4. The bidder should in the last 3 (three) years have neither failed to perform any contract as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against him, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach of contract.

1.3.5. No bidder shall be a member of another bidding entity.

1.3.6 Bidder should have not been an LSK Operator whose services were terminated or contract was not renewed for non-satisfactory performance.

Bidder should submit a declaration letter mentioning his compliance to clause 1.3.2 to 1.3.6 of this RFP, as per Annexure III.

### **Technical Capacity:**

1.3.7. For demonstrating technical capacity the bidder shall as mentioned in Annexure-I submit

–

1.3.8. List of persons along with their bio-data holding minimum qualifications that he intends to employ for operating the LSK along with their consent letters. If a bidder is bidding for more than one LSK consent of different persons is to be provided for different LSKs; and

1.3.9. The details of the source from which necessary computer terminals along with peripherals, software will be procured.

*Note: A member of the bidder entity can be one of the key personnel if he fulfils the qualification required.*

1.3.10. **Financial Capacity:** For demonstrating financial capacity the bidder shall have a minimum net worth of Rs. 10,00,000/- (Ten Lakh) in the preceding financial year. The certificate from the statutory auditors specifying his net worth as at the close of the preceding financial year and the methodology adopted for calculating such net worth shall be enclosed.

OR

He may show that he is solvent to the minimum extent of Rs 20 (Twenty) lakh for which he shall produce the solvency certificate of the competent revenue authority;

*Note:*

*1. It is clarified that in case the bidder entity is association of persons one of the members of the association should fulfil the above financial capacity. The members will not be allowed to club their individual worth or solvency to prove the financial capacity.*

*2. It is also clarified that the bidder entity can bid for only one LSK in case its net worth/solvency is Rs. 10 lakh /20lakh. In case it desires to bid for two LSKs its net worth /solvency should be Rs20/40 lakhs. In case it desires to bid for more than two its net worth /solvency should be Rs30/60 lakhs. In a district the entity may bid for say six LSK and in such case it will require net worth/solvency of Rs. 30/60 lakhs only. His technical bids will be opened for all six LSKs. However, his financial bids will be opened till he is found lowest in any three of the LSKs. Thereafter his other remaining financial bids shall not be opened. In such case he should demonstrate in his technical bids that he has three set of teams fulfilling the necessary qualifications mentioned in clause 1.3.8.*



#### **1.4. BRIEF DESCRIPTION OF BIDDING PROCESS**

- 1.4.1. The bidding process is divided in two stages for selection of the bidder for award of the Lok Seva Kendra. The first stage ("Qualification Stage") of the process involves assessing the qualification of interested bidders who submit bids in accordance with the provisions of this RFP document. At the end of this stage, DeGS <GWALIOR> will announce a list of all qualified bidders whose financial bids will be opened on a pre-decided date and time. All qualified bidders will be invited to the opening of financial bids.
- 1.4.2. The bidder will be required to download the RFP document from <www.gwalior.nic.in>. He shall have to pay Rs. 1,000/- as cost of the RFP document and Bid Security of Rs 1,00,000/- (One lakh). The Bid Security shall be refundable not earlier than 60 (sixty) days from the Bid Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained till he has executed the agreement. The bid security of financially qualified bidder shall be retained till he has executed the agreement. The bidders will have to provide Bid Security in the form of demand draft of any nationalized or scheduled commercial bank payable at its local branch in favour of the Secretary, District e-Governance Society <GWALIOR>. The bid shall be, summarily, rejected if it is not accompanied by the cost of RFP document and Bid Security.
- 1.4.3. Generally the bidder, whose bid is found to be the lowest, shall be the Selected Bidder. The remaining bidders may be, in accordance with the process specified in this document, invited to match the Financial Bid submitted by the lowest bidder in case such bidder withdraws or is not selected for any reason. In case the other bidders refuse to match the Financial Bid of the lowest bidder, the Secretary of District E-Governance Society shall invite fresh bids as laid down in *clause 4.7.4* of RFP document.
- 1.4.4. Before submission of bids, bidders are invited to visit and study the concept of Lok Seva Kendra in detail and to carry out at their cost such studies as may be required for submitting their bids for award of the contract.
- 1.4.5. As part of the RFP document, the Terms of Reference (TOR), the format of agreement, other information pertaining/ relevant to the Lok Seva Kendra is available with this RFP document.

1.4.6. Bids are invited for the Lok Seva Kendra on the basis of the process fee that would be charged and received by the bidder per application. The agreement period shall be for three years. The Lok Seva Kendra shall be awarded to the bidder quoting the lowest process fee.

### **1.5. NUMBER OF BIDS AND COSTS THEREOF**

1.5.1. The bidder shall submit only one bid for a specific Lok Seva Kendra. In case more than one bid is submitted for the specific Lok Seva Kendra the financial bid of that bidder shall not be opened.

1.5.2. The bidders shall bear all the costs associated with the preparation of their bids and their participation in the bid process. DeGS <GWALIOR> will not be responsible or in any way liable for such costs, regardless of the outcome of the Bidding Process.

1.5.3. No bidder shall be eligible to become selected bidder for more than three LSKs in a district.

1.5.4. For each LSK financial bids shall be opened in the same order as it appeared in the advertisement published. The above limitation mentioned in clause 1.5.3 shall apply as soon as any bidder entity becomes the lowest bidder in any three LSKs in the district and thereafter his other financial bids, if any, shall not be opened.

### **1.6. SITE VISIT AND VERIFICATION OF INFORMATION**

Bidders are encouraged to submit their bids after assessing the manpower, hardware required in operating Lok Seva Kendra and ascertaining the location, surroundings, availability of power, water and other utilities in general and number of applications likely to be received. The assessment of actual cost will have to be made by the bidders themselves.

### **1.7. CLARIFICATIONS ON RFP DOCUMENT**

1.7.1. Any clarification with regard to the RFP document shall be issued by the DeGS <GWALIOR> in consultation with DPSM. A clarification regarding location, address, number of LSKs will be given by the DeGS <GWALIOR>. The clarification given by the DeGS <GWALIOR> and the department shall be uploaded at <www.gwalior.nic.in> and

the bidder is expected to keep himself updated by viewing the website from time to time during the bid response preparation.

1.7.2. Subject to the provisions of clause 1.7.1, the DeGS shall endeavor to respond to the questions raised or clarifications sought by the bidders. However, the District e-Governance Society <GWALIOR> reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this clause shall be taken or read as compelling or requiring the District e-Governance Society <GWALIOR> to respond to any question or to provide any clarification.

1.7.3. All the clarifications and interpretations issued by the DPSM and District e-Governance Society <GWALIOR> shall be deemed to be part of the RFP document. The written clarifications and interpretations will be hosted on <www.gwalior.nic.in>. Verbal clarifications and information given by the District e-Governance Society <GWALIOR> or its employees or representatives shall not in any way or manner be binding to this RFP.

### **1.8. AMENDMENT OF RFP DOCUMENT**

At any time prior to the deadline for submission of bid, the DeGS may in response to clarifications requested by a bidder or suo-motto, modify the RFP document by the issuance of amendment **after consent from PSM Department**. PSM Department may also issue instructions to DeGS regarding any amendments to be included and DeGS <GWALIOR> shall incorporate those changes. Any amendment thus issued will be displayed on the website <www.gwalior.nic.in>. In order to afford the bidders a reasonable time for taking the amendment into account, or for any other reason, DeGS may, in its sole discretion, extend the last date of submission of bid.

### **1.9. VALIDITY OF BIDS**

The bids shall be valid for a period of 90 (Ninety) days from the Bid Due Date. The validity of bids may be extended by mutual consent of the respective bidders and the secretary.

### **1.10. CONFIDENTIALITY**

Information relating to the examination, clarification, evaluation and recommendation for the bidders shall not be disclosed to any person who is not officially concerned with the process or

is not a retained professional advisor advising the DeGS <GWALIOR> in relation to, or matters arising out of, or concerning the Bidding Process DeGS <GWALIOR> will treat all the information, submitted as part of the bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Secretary may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity.

### **1.11. ACKNOWLEDGEMENT BY BIDDER**

It shall be deemed that by submitting the bid the bidder has:

1.11.1. Made a complete and careful study of the RFP document;

1.11.2. Received all the relevant information from the DeGS <GWALIOR>;

1.11.3. Accepted the risk of inadequacy, error or mistake in the information provided in the RFP document or furnished by or on behalf of the Secretary, DeGS <GWALIOR> relating to any of the matters referred to in this RFP document; and

1.11.4. Agreed to be bound by the undertakings provided by bidder and in terms hereof.

The DeGS <GWALIOR> shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning with or relating to the RFP document or the Bidding Process, including any error or mistake therein or in any information or data given by the DeGS <GWALIOR>.

## **2. PREPARATION AND SUBMISSION OF BIDS**

### **2.1. LANGUAGE**

The bid and all the related correspondence and documents in relation to the Bidding Process shall be in English or Hindi language. Supporting documents and printed literature furnished by the bidder with the bid shall also be in Hindi or English.

### **2.2. PREPARATION AND SIGNING OF BID**

2.2.1. The bidder shall submit all the information under this RFP document. DeGS <GWALIOR> will evaluate only those bids that are received in the required formats and complete in all respects. Incomplete and /or conditional bids shall be liable to be rejected.

2.2.2. The bidder shall prepare technical bid together with original/ copies of documents required to be submitted along therewith pursuant to this RFP document.

2.2.3. The bid shall be typed or written in indelible ink and signed by the authorized signatory of the bidder who shall also initial each page in black/blue ink. In case of printed and published documents, only the cover page shall be initialled. All amendments made to the bid shall be initialled by the person signing the bid. The bid shall contain page number and shall be bound together.

### **2.3. TECHNICAL BIDS AND FINANCIAL BIDS**

The bidder shall prepare the technical bid in the format specified in Annexure-I to Annexure -IV, together with all the documents specified in clause 2.3.1. The technical bid shall be sealed in an envelope marked as "ENVELOPE-1- TECHNICAL BID".

#### **2.3.1 Technical Bid :**

- a. A demand draft of Rs. 1,000/- (Rs. One Thousand) only from any nationalized or scheduled commercial bank payable at its local branch in favour of the Secretary, District E-Governance Society, <GWALIOR> towards tender document fees.
- b. Bid Security of Rs. 1,00,000/- (Rs. One Lakh) only in the form of demand draft of any nationalized or scheduled commercial bank payable at its local branch in favour of the Secretary District E-Governance Society, <GWALIOR>.
- c. Technical Bid in the prescribed format (Annexure-I to Annexure -IV) along with all the relevant documents i.e. organisational structure in Annexure II and CV of persons to be deployed in the Lok Seva Kendra with their consent in Annexure IV.
- d. Certificate of statutory auditors for the net worth of the bidder or the solvency certificate.
- e. RFP document and the annexure duly certified and self-attested on each page by the person signing the bid.
- f. Copy of Memorandum and Articles of Association in case of a corporate body, copy of partnership deed in case of a partnership firm and copy of registration certificate in case of society; MOU in case of association of persons duly signed by each member; Copy of establishment of firm by local authority.
- g. An affidavit by the bidder duly notarized that the information, certified copies of the documents supplied with the Bid and undertakings given / certificates attached are

true and correct to the best of his/their knowledge and belief. If any information is subsequently, even after award of contract, is found to be incorrect, the Secretary District E-Governance Society, < GWALIOR > may forfeit the Performance Security submitted by the selected bidder and debar him from submitting bid in future.

- h. An undertaking by the bidder in the prescribed format as per annexure III, that he is not ineligible under qualification clause 1.3.2 to 1.3.6 of this RFP document on his official letter head duly signed with proper seal by the authorized signatory.
- i. Power of Attorney authorising the signatory of the bid to submit bid on behalf of the bidding entity, wherever applicable.

### **2.3.2 Financial Bid**

The bidder shall quote the process fee inclusive of all taxes per application in the format specified in Annexure V for submitting the Financial Bid. However, the bidder shall not be permitted to quote less than Rs. 25 (twenty five) per application as Process Fee inclusive of all taxes. In case there is any substantial change in taxation laws, the Government of MP reserves the right to increase the service charge suitably. Any Financial Bid quoting less than this amount shall be deemed rejected. Financial bid shall be sealed in a separate envelope marked as "ENVELOPE -2: Financial Bid".

### **2.3.3 Sealing and Marking of Envelopes**

The above two sealed envelopes shall be kept in an outer envelope marked as under:

*"Bid for Establishment, Operation and Maintenance of Lok Seva Kendra at Block HQ / Urban area  
\_\_\_\_\_ in \_\_\_\_\_ District*

- a. Each of the envelope shall be addressed to:

**The Secretary of District E-Governance Society**

< GWALIOR > District

< COLLECTOR OFFICE GWALIOR >

Madhya

Pradesh

Phone- 07512446200

- b. If the envelopes are not sealed and marked as instructed above, the Secretary, District E-Governance Society, < GWALIOR > assumes no responsibility for the misplacement or premature opening of the contents of the bid and consequent losses, if any, suffered by the bidder.
- c. Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

#### **2.4. BID DUE DATE**

Bids should be submitted upto 15:00 hours on < 03/04/2019 >, at the address provided in clause 2.3.3 (a) in the manner and form as detailed in this RFP document. The bids shall be submitted in the box kept for this purpose only the address provided in clause 2.3.3 (a).

DeGS <GWALIOR> may, in its sole discretion, extend the last date of submission of Bid by issuing an amendment in accordance with clause 1.9 to all the bidders and also display on website.

#### **2.5. LATE BIDS**

Bids received after the specified time on the Bid Due Date shall not be eligible for consideration and shall be returned unopened.

#### **2.6. OPENING OF TECHNICAL BIDS**

The Secretary of District E-Governance Society, <GWALIOR> or his authorized representative shall open the technical bids at 12:00 hours on < 05/04/2019 >, in the presence of the bidders who choose to attend

### **3. EVALUATION PROCESS**

#### **3.1 CLARIFICATIONS FROM BIDDERS FOR EVALUATION OF TECHNICAL BIDS**

3.1.1. To facilitate evaluation of bids DeGS, <GWALIOR> may, at its sole discretion, seek Clarifications from any bidder regarding the information submitted as part of bid response. Such clarification(s) shall be provided within the time specified for this purpose. Any request for clarification and all the clarifications in response thereto shall be in writing.

3.1.2. If a bidder does not provide clarifications sought under clause 3.1.1 above within the prescribed time, bid submitted by the bidder shall be liable to be rejected. In case the bid is not rejected, DeGS, <GWALIOR> may proceed to evaluate the bid by construing the particulars requiring clarification to the best of its understanding, and the bidder shall be barred from subsequently questioning such interpretation.

#### **3.2 EVALUATION OF TECHNICAL BIDS**

3.2.1 DeGS, <GWALIOR> will subsequently examine and evaluate bids in accordance with the eligibility criteria set forth in clause 1.3

3.2.2 Bidders are advised that qualification of bidders will be entirely at the discretion of the DeGS, <GWALIOR>. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or Selection will be given.

3.2.3 Any information contained in the technical bid shall not in any way be construed as binding on the DeGS, <GWALIOR> but shall be binding on the bidder if the Lok Seva Kendra is subsequently awarded to it on the basis of such information.

3.2.4 DeGS, <GWALIOR> reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all the bids without assigning any reason.

3.2.5 If any information furnished by the bidder is found to be incomplete or contained in formats other than those specified herein, DeGS, <GWALIOR> may, in its sole discretion, reject the bid.

## **4. SHORT LISTING AND SELECTION OF BIDDER**

### **4.1. SHORT-LISTING AND NOTIFICATION**

DeGS, <GWALIOR> would announce after the evaluation of technical bids a list of qualified bidders who will be eligible for opening of their Financial Bids. DeGS, <GWALIOR> will not entertain any query or clarification from bidders who fail to qualify.

### **4.2. FINANCIAL BIDS**

Financial bids of only such bidders, who qualify technically, will be opened on the designated date, time and place notified in advance and the bidders will have the right to authorize any one person to participate in the process of opening of financial bids.

### **4.3. PROPRIETARY DATA**

All the documents and information supplied by the DeGS <GWALIOR> or submitted by the bidder shall remain or becomes the property of the DeGS <GWALIOR> and shall be treated as strictly confidential and shall not be used for any other purpose excluding the statutory requirements. DeGS <GWALIOR> will not return any bid or any information provided along therewith.



#### **4.4. CORRESPONDENCE OF THE BIDDER**

DeGS <GWALIOR> shall not entertain any correspondence of any bidder in relation to the acceptance or rejection of any bid.

#### **4.5. RIGHT TO ACCEPT OR REJECT ANY OR ALL THE BIDS**

4.5.1. Notwithstanding anything contained in this RFP document, DeGS <GWALIOR> reserves the right to accept or reject any bid and to annul the Bidding Process and reject all the bids, at any time without any liability or any obligation for such acceptance, rejection or annulment without assigning any reasons therefore.

4.5.2. DeGS <GWALIOR> reserves the right to reject any bid and / or all the bids if:

- a. at any time, a material misrepresentation is made or uncovered; or
- b. the bidder does not provide, within the time specified by DeGS <GWALIOR>, the supplementary information sought for evaluation of the bid.

If such disqualification/ rejection occurs after the bids have been opened and the lowest bidder gets disqualified/ rejected, then DeGS <GWALIOR> reserves the right to invite the remaining bidders to match the lowest bidder or submit their financial bids again in accordance with the RFP document; or

4.5.3. In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof that one or more of the qualification conditions have not been met by the bidder, or the bidder has made material misrepresentation or has given any materially incorrect or false information, the bidder shall be disqualified forthwith if not yet appointed as the Operator. If the bidder has already been issued the Letter of Acceptance (LOA) or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP document, be liable to be terminated by a communication in writing by the DeGS <GWALIOR> to the bidder without the DeGS <GWALIOR> being liable in any manner, whatsoever, to the bidder and without prejudice to any other right or remedy which the DeGS <GWALIOR> may have under this RFP document or under applicable law.

4.5.4. The Secretary, DeGS <GWALIOR>, DPSM official or any person appointed by state government reserves the right to verify all the statements, information and documents submitted by the bidder in response to the RFP document. Any such verification or lack of

such verification by the Secretary shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the DeGS <GWALIOR> there under.

#### **4.6. BID SECURITY**

- 4.6.1. The bidder shall furnish as part of its bid, a Bid Security of Rs. 1,00,000/- (One Lakh) only in the form of a demand draft issued by any Nationalized or Scheduled Commercial Bank payable at its local branch in favour of the Secretary, District e-Governance Society <GWALIOR>.
- 4.6.2. DeGS <GWALIOR> shall not be liable to pay any interest on the Bid Security and the same shall be interest free.
- 4.6.3. Bid, not accompanied by the Bid Security or not found in order, shall not be opened and returned to the bidder.
- 4.6.4. DeGS <GWALIOR> shall be entitled to forfeit and appropriate the Bid Security against genuine pre-estimated compensation / damages to the District e-Governance Society, <GWALIOR> in any of the events specified in clause 4.6.5 herein below. The bidder, by submitting its bid pursuant to this RFP document, shall be deemed to have acknowledged and confirmed that the DeGS <GWALIOR> will suffer loss and damage on account of withdrawal of its bid or for any other default by the bidder during the bid validity period. No relaxation of any kind on Bid Security shall be given to any bidder.
- 4.6.5. Bid Security shall be forfeited and appropriated by DeGS <GWALIOR> against genuine pre-estimated compensation and damages payable to the DeGS <GWALIOR> for, inter alia, time, cost and effort of the Society without prejudice to any other right or remedy that may be available to the DeGS <GWALIOR> hereunder or otherwise, under the following conditions:
- a. If a bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice;
  - b. If a bidder withdraws its bid during the period of bid validity as specified in this RFP document and as extended by the DeGS <GWALIOR> from time to time;
  - c. If the selected bidder fails within the specified time limit to sign the agreement
  - d. In case the agreement is terminated under clause 4.5.

4.6.6. Bid Security of unsuccessful bidders will be refunded by the DeGS <GWALIOR> without any interest, on signing of Agreement with the Selected Bidder or when the Bidding Process is cancelled by the DeGS <GWALIOR>.

#### **4.7. SELECTION OF BIDDER**

4.7.1. The bidder quoting the lowest Process Fee (lowest bidder) shall ordinarily be declared as the Selected Bidder.

4.7.2. In case two or more bidders ("Tie Bidders") quote the same amount of Process Fee, DeGS <GWALIOR> shall identify the Selected Bidder by draw of lot, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.

4.7.3. In case the lowest bidder withdraws or is not selected for any reason in the first instance ("first round of bidding"), the Secretary may invite all the remaining bidders to extend their respective Bid Security and bid validity, as necessary, and match the bid with the aforesaid lowest bidder ("second round of bidding"). If in the second round of bidding, only one bidder matches the lowest bidder, it shall be the Selected Bidder. If two or more bidders match the said lowest bidder in the second round of bidding, then the bidder whose bid was lower as compared to other bidders in the first round of bidding shall be the Selected Bidder. For example, if the third and fifth lowest bidders in the first round of bidding offer to match the said lowest bidder in the second round of bidding, the said third lowest bidder shall be the Selected Bidder.

4.7.4. In case no bidder offers to match the lowest bidder in the second round of bidding as specified in Clause 4.7.3, the secretary may invite fresh bids from the remaining bidders (excepting the lowest bidder who failed to become the selected bidder) in sealed cover at its discretion or may invite fresh bids.

4.7.5 In case no valid bid has been received for any LSK in the district, or all the bids received are found ineligible for opening financial bid, the Secretary, DeGS may choose to extend an offer to all unsuccessful but eligible bidders who had submitted a valid bid for an LSK within the same district to work at the lowest price discovered from amongst LSK's in the district. In case only one operator accepts the offer at the above mentioned price, the LSK will be allotted to him. Where more than one operator accepts the offer then the LSK will be allotted on the basis of a draw of lots. In all other cases bids shall be invited again.

4.7.6. After selection, a Letter of Acceptance ("LOA") shall be issued by DeGS <GWALIOR> to sign the agreement within 7 (seven) days of the receipt of the LOA. On signing the agreement the bid security of Rs. One Lakh shall be refunded to the unsuccessful bidders.

#### **4.8. PERFORMANCE SECURITY**

The amount of Rs. 1,00,000/- (Rs. One Lakh) received with the technical bid of the Selected Bidder shall be converted into Performance Security.

#### **4.9. MISCELLANEOUS**

The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at District level in Madhya Pradesh shall have exclusive jurisdiction over all the disputes arising under, pursuant to and/ or in connection with, the Bidding Process.

DeGS <GWALIOR> in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

- a. Award/or not to award the Lok Seva Kendra to the bidder who is the lowest bidder;
- b. Retain any information and/ or evidence submitted to DeGS <GWALIOR> by, on behalf of, and/ or in relation to any bidder.

It shall be deemed that by submitting the bid, the bidder agrees and releases its employees and representatives irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder and the RFP document, pursuant hereto, and/ or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

## **Section II. Terms of Reference**

### **ESTABLISHMENT, OPERATION AND MAINTENANCE OF LOK SEVA KENDRA**

At <LOK SEVA KENDRA TANSEN>

in <GWALIOR>

#### **1. BACKGROUND**

The Secretary, District E-Governance Society <GWALIOR> (hereinafter called Secretary) has been authorised by the State Government to establish Lok Seva Kendras (LSKs) at various places in the district. These LSKs shall be responsible for receiving applications of the

applicants who wish to obtain services notified from time to time under section 3 of M.P. Lok Sewaon Ke Pradan Ki Guarantee Adhiniyam 2010 and such other services as may be determined by the DPSM Government of MP and DeGS <GWALIOR> from time to time, process them in accordance with the prescribed Standard Operating Procedure and discharge all such duties that would be assigned to it in accordance with this RFP document. The selected bidder (hereinafter called “Operator”) of the LSK shall be permitted to collect application fee from the applicant for providing such services and retain the process fee.

## 2. SCOPE OF WORK

The scope of work will broadly include establishing, maintaining and operating Lok Seva Kendra as per Standard Operating Procedure prescribed by DeGS (hereinafter called “Society”) or DPSM from time to time. It shall provide services to the applicants during the agreement period in accordance with the provisions of RFP document and instructions/guidelines/ orders issued by competent authority.

The LSKs are now categorized under the following 2 category.

S#	Category of LSK	Minimum Number of Counters	Minimum Number of Staff	Amount of VGF (Rs.)
1	A	3	5	50,000
2	B	2	3	25,000

*The category of <name of LSK> in District <name of District> is <A or B>.*

## 3. OBLIGATIONS OF THE OPERATOR

The Operator shall at its own cost and expense observe, undertake, comply with and perform, in addition to and not in derogation of its obligations elsewhere set out in this RFP document, the following duties:

### 3.1. ESTABLISH LOK SEVA KENDRA

The operator shall establish Lok Seva Kendra within 30 days of initializing date and start receiving applications. For the purpose of establishing such LSK the operator shall:

- a. Make, or cause to be made, all necessary requests in his own name to the relevant Government Departments/Agencies with such particulars and details, as may be necessary for obtaining all Applicable Permits;

- b. Comply with all Applicable Permits and Applicable Laws in the performance of the Operator’s obligations under this Agreement;
- c. Employ person whose CVs and consent was furnished with the bid to operate the Kendra and substitute them if needed with permission of the DeGS <GWALIOR>based on the below category definition.

S#	Category of LSK	Minimum Number of Counters	Minimum Number of Staff
1	A	3	5
2	B	2	3

**Under Category A:**

- I. One person with diploma or degree holder in the field of Computer so as to effectively handle hardware and resolve issues related to software.
- II. One person shall be deployed to deal with public relations at enquiry counter.
- III. Three “computer operators” having adequate skills to key in data/text in web based software.

**Under Category B:**

- I. One person with diploma or degree holder in the field of Computer so as to effectively handle hardware and resolve issues related to software and to deal with public relation at enquiry counter.
- II. Two “computer operators” having adequate skills to key in data/text in web based software.

Note:

1. In case the average number of applications received at LSK under **category A** in six consecutive months exceeds 2,000, the operator shall provide one additional computer terminal with dedicated “computer operator” for a set of every increment of 1000 applications. For example, if the number of applications received in six consecutive months is more than 3000 then the operator shall provide one additional computer operator with terminal. Taking the total number of computer operator to 4.
2. In case the average number of applications received at an LSK under category B for average of last 12 months exceeds 1000, the LSK category shall be converted to Category A after approval from DPSM.
3. In case the average number of applications received at an LSK under category A for average of last 12 months falls below 1000, the LSK category shall be converted to Category B after approval from DPSM.

4. Wherever an LSK is to be converted from Category B to Category A, the DeGS shall take approval from DPSM before changing the category of LSK from Category B to A.
- d. Train the manpower employed at LSK as directed by the DeGS <GWALIOR>.
- e. Establish necessary Local Area Network (LAN) with requisite numbers of Computer Terminals (in any case not less than three in the case of Category A LSK and not less than two in case of Category B LSK in a good working condition) & closed circuit camera having prescribed specifications/ configuration, Internet Connectivity of Broad breadth 512 KBPS (in addition to SWAN) and Uninterruptible Power Supply (UPS) for at least 3 hours along with peripherals, Printer, Scanner as provided for in annexure VII of the bid document;.
- f. May provide Fax Machine, Photocopy Machine if he feels it necessary.
- g. Obtain the power connection from the concerned power distribution company and also arrange UPS/Generator of with a minimum back up of at least three hours so that the operations of the LSK can continue uninterrupted even if the electric supply fails.
- h. Make adequate arrangements for supply of drinking water to the visitors at LSK.
- i. Keep public toilets clean and in good maintenance.
- j. Provide a reception counter with trained employee(s) to welcome, help, and guide applicants in submitting application and scrutinizing required documents.
- k. Provide arrangements for applicants to sit and to submit applications in comfort.

### **3.2. OPERATING LOK SEVA KENDRA**

3.2.1. The applications for obtaining services whether notified under the Act or otherwise determined by DPSM or DeGS <GWALIOR> shall be received and processed as under:-

- a. Inform and advise the applicants regarding his entitlement, manner in which application to obtain service is made and documents, if any, required to be attached.
- b. The details including the necessary documents shall be obtained from the applicant. His application shall be completed online by using the web based software provided by the Society.
- c. Take self-attested documents required to be enclosed with application from the applicant.
- d. Scan the documents, digitally sign them and upload them along with the application.
- e. Obtain statutory fee prescribed which has to be paid at the time of submission of the application. This fee may be paid in the shape of non-judicial stamp or treasury

challan or in any other manner determined by the DeGS <GWALIOR> or respective department.

- f. Collect application fee from applicant.
- g. Submit the completed application to the designated officer online.
- h. Take print out of the application and get signatures of applicant on it.
- i. Provide computer generated acknowledgement of the application to the applicant free of cost.
- j. In case the applicant wants copy of the application then provide it to him on payment of Rs 5 (Five) as stationery charge. This would be in addition to the application charges.
- k. Keep hard copy of the application along with the documents and deliver them to the messenger authorized by the concerned designated officer to collect the same. Ensure that scanned documents and self-attested documents are properly attached with corresponding online/ hard copy application.
- m. Keep non judicial stamp of various denomination and blank challan forms for the convenience of the applicants.

*NOTE: As far as possible only complete applications will be received. However, if the applicant wants to file his incomplete application then it will be received on line after collection of application fee but it's hard copy will not be submitted to the designated office until the application is completed . Acknowledgement of the application shall be provided to the applicant and he shall be asked to complete the application within 30 days failing which the incomplete application submitted earlier shall be closed. The applicant shall have to pay the application fee if he intends to submit his application again after the expiry of the said period of 30 days.*

3.2.2. The first or second appeal against the order of designated officer or first appeal officer or delay in disposal of his application, as the case may be, under the provisions of Lok Sewaon Ke Pradan Ki Guarantee Adhiniyam 2010 shall be made, on the request of the person who wants to make such appeal, in the following manner:

- a. Inform and advise the applicants regarding his entitlement, manner in which appeal is made and documents, if any, required to be attached.
- b. The details including the necessary documents shall be obtained from the applicant and his appeal shall be completed online by using the web based software provided by the society.
- c. Take self-attested documents required to be enclosed with appeal from the applicant.
- d. Scan the documents, digitally sign them and upload them along with the appeal.
- e. Collect prescribed application fee from applicant



- f. Submit the completed appeal to the first appeal officer or the second appellate authority online.
- g. Take print out of the appeal and get signatures of applicant on it.
- h. Provide computer generated acknowledgement of the appeal to the applicant free of cost.
- i. In case the applicant wants copy of the appeal then provide it on payment of Rs 5 (Five) as stationary charge. This would be in addition to the application charges.
- j. Keep hard copy of the appeal along with the documents. The first/second appeal officers may depute messengers to collect these hard copies if they so require from the LSK.

3.2.3. The Operator for the purpose of effective follow up of the application/ appeal submitted shall:

- a. Keep vigil that the hard copy of application/appeal has reached the officer concerned. If the hard copy of the application/appeal is not collected from LSK within two working days then notify it to the officer authorized by the Secretary.
- b. Keep track of all management information that can be accessed by the operator as per the software design.
- c. Keep checking online the details of the action taken entered on the software on the application/appeal by the designated officer/ first appeal officer/ second appellate authority. If the applicant so desires provide information about the current status of application/ appeal free of cost. However, copy of such information can be provided to applicant, if he so desires, on payment of Rs5 (Five). Also bring to the notice of the secretary if such information is not entered by the designated officer/ first appeal officer/ second appellate authority.
- d. In case the service is not provided in time or is refused by the designated officer, bring it to the notice of, the first appeal officer electronically so that he may take it up as suo-motto appeal if he considers necessary.
- e. In case the first appeal is not disposed of in time or is rejected, bring it to the notice of second appellate authority electronically so that he may take it up as suo-motto appeal if he considers necessary.
- f. Provide a copy of the order passed or a compliance report prepared by the designated officer, with regard to the application submitted, free of cost to the applicant.

- g. Provide a copy of the order passed by the first appeal officer/ second appellate authority on the appeal filed or in case of an order passed where appeal was taken up **suo-motto** by the appeal officer/ appellate authority to the applicant free of cost.
- h. In case the second appellate authority orders payment of compensation and if it is not paid within 30 days, bring it to the notice of the Secretary.

### **3.3. MAINTENANCE OF LOK SEVA KENDRA**

3.3.1 To effectively run and maintain the Lok Seva Kendra after it starts functioning, the operator shall:-

- a. Keep in good working condition all computer terminals along with peripherals and the connectivity (other than SWAN)
- b. Keep all UPS and/or generators necessary for emergency power backup in good working condition. The inability to receive applications due to lack of power shall be considered violation of the agreement for which penalty may be imposed and the agreement terminated.
- c. Arrange safe drinking water for applicants
- d. Keep LSK premises and toilets clean and in good maintenance and keep the Kendra free from rubbish and litter
- e. At his own cost, operate and maintain the common areas, façade, outer boundaries of the Lok Seva Kendra and also undertake at its own cost routine maintenance.
- f. Pay for power(electricity), water supply, internet (excepting SWAN) and all such services which are essential for effective operation and maintenance of the LSK
- g. Bear and pay all costs, expenses and charges in connection with or incidental to the performance of the obligations of the operator under this RFP
- h. Make reasonable efforts to maintain harmony and good industrial relations among the personnel employed in connection with the performance of the Operator's obligations
- i. At all the times afford access to the Lok Seva Kendra and records to the authorized representatives of secretary/DPSM.

### **3.4. GENERAL CONDITIONS**

- a. The operator shall receive applications from the residents in accordance with the agreement and directions issued by the DPSM from time to time.

- b. Neither create nor allow any other person to create any encumbrance on Lok Seva Kendra buildings and facilities or any part thereof or on any rights of the Operator therein
- c. Be responsible for safety, soundness and integrity prestige and reputation of the Lok Seva Kendra
- d. Indemnify the Society against all actions, suits, claims, demands and proceedings and any loss or damage or cost / expense that may be suffered by them on account of anything done or omitted to be done by the Operator in connection with the performance of its obligations;
- e. Comply with the obligations to hand over the Lok Seva Kendra to the Society or to the authorized representative of the Society upon termination of the contract;
- f. Neither use nor permit to use the Lok Seva Kendra building and appurtenant land for any advertisement of any kind. All rights of advertisement shall be vested in the DPSM. However, the society may fix boards and hoardings which displays information related to the services provided in the Lok Seva Kendra.
- g. Not allow any political or other activity in the Kendra which is not ordinarily connected with services provided by it.
- h. Obey instructions given by the Secretary in regard to functioning and improvement of facilities of LSK and processing of applications.
- i. Get an account activated to use software as authorized operator and pay in advance suitable amount to the Society to receive applications online on software. The application money received over and above process fee shall be retained by the operator and will be adjusted against the advance paid by the operator. He will be entitled to retain all amounts due to him.
- j. In case if it is required or decided by the Secretary to shift the LSK to another location, then the operator shall shift the LSK to said Location within 30 days of the such order of the Secretary. The transportation, shifting of power connection and landline broadband connection expenditure will be borne by the Society.

- k. Operate LSK from 9:30 AM to 6 PM except Sundays, Republic Day, Independence Day and second day of October. In addition the Secretary may allow keeping LSK closed for 12 days in a year. These days will be notified in advance in the month of December for the next year.
- l. Follow code of conduct if any issued by DPSM.
- m. The operator establish counters in such number and at such places as may be approved by the Secretary. The approval shall be granted by the Secretary only after obtaining prior permission of the DPSM .The DPSM while granting permission may prescribe terms and conditions including but not limited to process and application fee to be charged, standard operating procedure to be followed and facilities to be provided.

#### **4. ENSURE SAFE CONDITIONS FOR THE USERS**

In case the Operator does not maintain the LSK as mentioned herein above the Secretary may get the same maintained and recover the cost thereof from the Operator.

#### **5. OBLIGATIONS OF SECRETARY DISTRICT E-GOVERNANCE SOCIETY**

5.1. In addition to and not in derogation of its obligations set out elsewhere in this RFP document the secretary agrees to:

- a. Hand over the vacant, unencumbered physical possession of the building in good condition fully furnished (furniture and electric fitting) and civic facilities like urinals toilets etc free of charge after execution of agreement;
- b. Grant right to operate and enable access to the LSK to the Operator in accordance with the terms contained herein;
- c. Provide access and software application for all required online/offline operations on advance payment.
- d. Provide necessary training to operator and his employees.
- e. Provide a schedule for collection of hard copy of applications submitted in the LSK and ensure that Designated Officer collects hard copy of the applications from the LSK as per schedule.
- f. Provide a schedule for delivery of the final orders /certificates/compliance report to the Operator and ensure that designated officers/ first appeal officers/ second appellate authorities deliver them as per schedule to the operator at LSK.

- g. Ensure that the applications/appeals are attended and promptly processed by the designated officers/first appeal officers/second appellate authorities.
- h. Ensure that Designated Officer / First Appeal Officer / Second Appellate Authority (DO/FAO/SAA) provides information to operator in accordance with provision of this RFP document and also make necessary entries in the software application.
- i. Assist and provide all reasonable support to the Operator in obtaining Applicable Permits which shall be limited to signing the relevant applications forms by the Secretary or his authorized representative;
- j. Assist the Operator on best effort basis in obtaining access to all necessary infrastructure facilities and utilities including water, electricity etc. at applicable rates
- k. Observe and comply with its obligations set forth in this TOR;

If the income (process fees) received by the operator in the LSK in any month is less than 50,000 Rs. for category A LSK and Rs. 25,000 for category B LSK, the Operator shall be entitled to receive the process fee for the balance amount from Government of MP/ DeGS for that month. For example, if the total income received (from process fee) is Rs. 30,000/- for Category **A**, the balance amount Rs. 20,000/- will be paid by Government of MP/ DeGS. Similarly, if the total income received (from process fee) is Rs. 23,000/- for Category **B**, the balance amount Rs. 2,000/- will be paid by Government of MP/ DeGS.

The fee per application shall be as per the rate quoted by the bidder in the bid and should be as per the other terms and conditions of this RFP. However, for any services which is newly added the fee will be as notified from time to time by government of Madhya Pradesh and this fee may not be less than Rs. 25.

The fee for existing services may also be changed based on the changes in rules/ law/notification issued by the department for given services. All services delivered from LSK will be considered for calculation of Viability Gap Funding.

The services which shall be considered for calculation of the VGF shall be notified by Govt. of M.P.

- l. If the Secretary is satisfied that the Operator did not operate LSK on the working days or operated it in gross disregard of the terms and conditions of this Agreement, he may after providing an opportunity of hearing the Operator refuse to pay such difference or a part thereof.

- m. Pay amount for Class II Digital Signature as per prevailing NICS rates for the expenditure incurred by operator in obtaining facility of digital signatures for five persons in case of Category A and for three persons in case of Category B.
- n. Provide such facility in or near LSK so as to enable applicants to conveniently deposit statutory fees.
- o. Provide SWAN connectivity free of charge to operator at the LSK for operations of LSK.
- p. Provide required electric line up to the LSK building so that the operator is not required to lay line or establish transformer for the connections.
- q. Provide drinking water supply connection or water source.
- r. Permit, on request of the operator to provide such services to the public, like railway booking, data entry work ( herein called the “other business”) provided that the original work of providing notified services to public does not suffer. The operator shall not be allowed to undertake “other business” as a matter of right. The Secretary may withdraw any such permission granted at any time. The rates to be charged from the public for such other business shall be determined by the Secretary. The DPSM may issue guidelines for granting permission for other business and also the share of Society in the income generated by such business.
- s. Organize workshops and meetings to disseminate information about LSK and the Act.
- t. Permit the operator to establish lok Sewa Kendra at such place as may be approved by the secretary. Such Kendra shall be established only after the DPSM has formally granted permission to do so.
- u. Resolve dispute between operator and designated officers/First appeal officers/ Second Appellate authorities regarding receipt, dispatch and delivery of hard copy of applications, orders passed and delivery of orders to the applicants.

## **6. OBLIGATIONS OF PSM Department**

Organize workshops and meetings to disseminate information about LSK and the Act.

- a) Regularly monitor the activities of LSK.
- b) In case PSM Department finds that the activities of LSK is not as per the ToR and receives the complaints of LSK, Department may initiate termination of LSK through DeGS.

## **7. LOK SEVA KENDRA BUILDING**

- a. The secretary shall grant to the Operator for the agreement period the right to enter upon the Lok Seva Kendra building free of charge.
- b. The right to use the building shall be granted for the purpose of establishing the LSK and carrying out the functions permissible under this RFP document.

## **8. GRANT OF RIGHT TO OPERATE**

7.1. The Secretary shall grant to the operator the Right set forth herein including the exclusive right, license and authority to establish, operate and maintain the Lok Seva Kendra from the initializing date. Subject to the terms and conditions of this agreement the right shall be for a period of **three years**. The period of **three years** shall be calculated from the commencement date.

7.2. The Right to operate granted shall oblige or entitle (as the case may be) the operator to:

- a. Access to the Lok Seva Kendra building.
- b. Keep Lok Seva Kendra building and facilities in accordance with the specifications and standards and for the use as specified herein
- c. Manage, operate and maintain the Lok Seva Kendra
- d. Receive and process application from residents of area of jurisdiction of the LSK for services notified under section 3 of M.P. Lok Sewaon Ke Pradan Ki Guarantee Adhiniyam 2010 and notified by the Secretary from time to time
- e. Demand and collect application fee from the applicants and retain process fee
- f. Perform and fulfill all of the Operator's obligations in accordance with this RFP.

7.3. The operator shall not assign, transfer or sublet or create any lien or encumbrance or the Right to operate hereby granted on the whole or any part of the Lok Seva Kendra or Lok Seva Kendra building and facilities or site or transfer, lease or part possession.

## **9. IMPOSITION OF PENALTY:**

The secretary:

- a. May on the report of designated officer/first appeal officer / second appellate authority impose a penalty not exceeding Rs 250/ for each such application which was found to have been carelessly prepared

- b. May on the report of any designated officer/first appeal officer/ second appellate authority impose a penalty not exceeding Rs 250/ per day for each case in which undue delay was made by the operator in providing hard copy of the applications to the authorized messenger under clause 3.2.1(k) and 3.2.2(i)
- c. May on the complaint of an applicant impose a penalty not exceeding Rs 250/ per day for each case in which undue delay was made by the operator in delivering the order/compliance report to the applicant under clause 3.2.3(f) and 3.2.3(g)
- d. May on the complaint of applicants impose such penalty not exceeding Rs250/ in each case, as the Secretary may consider desirable, in which the operator has shown inability to receive applications due to lack of electric supply and/ or manpower
- e. However, before imposing any penalty the operator will be given due opportunity of hearing.
- f. May on the complaint of an applicant/ routine visit/check impose a penalty not exceeding Rs 100/ per day for each case where UPS/Generator of minimum back up of at least three hours is not present

**Section III: DATA SHEET FOR ESTABLISHMENT. OPERATION AND MAINTAINANCE OF LOK SEVA KENDRA**

At <LOK SEVA KENDRA TANSEN>

in <GWALIOR>

1.	<b>Name of the Client:</b> The Secretary District E-Governance Society <GWALIOR>.
2.	<b>Title of Assignment:</b> "Establishment Operation and Maintenance of Lok Seva Kendra".
3.	<b>Period of Contract:</b> Three Years.
4.	<b>Scope of Work:</b> As per Terms of Reference.
5.	<b>RFP Document:</b> RFP documents may be downloaded from website <www.gwalior.nic.in>. Demand Draft for Rs. 1,000/- in favour of the Secretary District E-Governance Society <GWALIOR> and drawn on any Nationalized or Scheduled Commercial Bank payable at its Local Branch being the cost of RFP document shall be submitted in a separate envelope along with the Technical Bid. If it is not submitted along with the Technical Bid, the financial Bid will not be opened and returned to the bidder.
6.	<b>Bid Security:</b> The amount of the Bid Security is Rs. 1,00,000/- (One Lakh). It shall be submitted in the form of Demand Draft in favour of the Secretary District E-Governance Society <GWALIOR> and drawn on any Nationalized or Scheduled Commercial Bank payable at its Local Branch. It shall be submitted in a separate envelope along with the Technical Bid. If it is not submitted with the Technical Bid the financial Bid will not be opened and returned to the bidder.



7.

**Qualification criteria:**

**The bidder must fulfil the following conditions of qualification:**

**General:1.**

The bidder may be an individual, proprietary firm, registered society, a firm or a corporate body. However, no bidder entity or any of its members can be a member of another bidder entity.

2. The bidder shall not have a Conflict of Interest that affects the Bidding Process. Any bidder found to have a Conflict of Interest shall be disqualified. Whether a situation amounts to conflict of interest or not shall be determined by the DeGS <GWALIOR> and his decision shall be final.

3. Any entity, which has been barred from participating in any project by the Central/State Government or by any entity controlled by it and if the bar subsists as on the date of bid, would not be eligible to submit a bid.

4. The bidder should in the last 3 (three) years have neither failed to perform any contract as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against him, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach of contract.

5. No bidder shall be a member of another bidding entity.

6 Bidder should have not been an LSK Operator whose services were terminated or contract was not renewed for non-satisfaction of performance.

Bidder should submit a covering letter mentioning his interest in participating the bid with above (1.3.2 to 1.3.6) criteria compliance in their covering letter, as per Annexure III.

**Technical Capacity:**7. For demonstrating technical capacity the bidder shall as mentioned in Annexure-I submit –

8. List of persons along with their bio-data holding minimum qualifications that he intends to employ for operating the LSK along with their consent letters; and

9. The details of the source from which necessary computer terminals along with peripherals, software will be procured.

*Note: A member of the bidder entity can be one of the key personnel if he fulfils the qualification required.*

10. **Financial Capacity:** For demonstrating financial capacity the bidder shall have a minimum net worth of Rs. 10,00,000/- (Ten Lakh) in the preceding financial year. The certificate from the statutory auditors specifying his net worth as at the close of the preceding financial year and the methodology adopted for calculating such net worth shall be enclosed.

	<p style="text-align: center;"><b>OR</b></p> <p>He may show that he is solvent to the minimum extent of Rs 20 (twenty) lakh for which he shall produce the solvency certificate of the competent revenue authority;</p> <p><i>Note:</i></p> <p>1. <i>It is clarified that in case the bidder entity is association of persons one of the members of the association should fulfil the above financial capacity. The members will not be allowed to club their individual worth or solvency to prove the financial capacity.</i></p> <p>2. <i>It is also clarified that the bidder entity can bid for only one LSK in case its net worth/solvency is Rs. 10 lakh /20lakh. In case it desires to bid for two LSKs its net worth /solvency should be Rs20/40 lakhs. In case it desires to bid for more than two its net worth /solvency should be Rs30/60 lakhs. In a district the entity may bid for say six LSK and in such case it will require networth/solvency of Rs. 30/60 lakhs only. His technical bids will be opened for all six LSKs. However, his financial bids will be opened till he is found lowest in any three of the LSKs. Thereafter his other remaining financial bids shall not be opened. In such case he should demonstrate in his technical bids that he has three set of teams fulfilling the necessary qualifications mentioned in clause 1.3.8..</i></p>
9.	<b>Date for Responding to Queries by the Society:</b> < 28.03.2019 >
10.	<b>Bid Due Date:</b> Last date for submission of bids: 03/04/2019
11.	<b>Validity of Bids:</b> Bids must remain valid for 90 days from the Bid Due Date.
12.	<b>Authorization:</b> The Bidder is required to furnish power of attorney authorizing the signatory of the bid to commit the bidder.
13.	<p><b>Submission of Bids:</b> Technical Bid (along with demand draft being cost of RFP document and demand draft for Bid Security in separate envelopes) and Financial Bid shall be submitted in separate sealed envelopes and then enclosed in a single sealed envelope.</p> <p>Envelope for Technical Bid should be clearly marked "TECHNICAL BID for <b>"Establishment, Operation and Maintenance of Lok Seva Kendra at -----"</b>.</p> <p>Envelope for Financial Bid should be clearly marked "FINANCIAL BID for <b>"Establishment, Operation and Maintenance of Lok Seva Kendra at -----"</b> and "DO NOT OPEN UNTIL THE DATE OF OPENING OF FINANCIAL BID DECIDED".</p>

14.	<b>Address for submission of Bids:</b> The Collector and the Secretary District E-Governance Society <GWALIOR> <NAJIR SAKHA COLLECTOR OFFICE GWALIOR>
15.	<b>Opening of Technical Bids:</b> on date 05/04/2019 FROM 12:00 AM in Room No. <no> of < COLLECTOR OFFICE GWALIOR >
16.	<b>Method of Selection:</b> Least Cost Based Selection (LCBS)
17.	<b>Date of Announcement of Technically Qualified Bidders:</b> <05/04/2019 >
18.	<b>Date of Opening of Financial Bids:</b> It will be intimated separately to the bidders who qualify in Technical Bids.
19.	<b>Performance Security:</b> Bid Security Rs. 1,00,000/- (One Lakh) received with the Technical Bid of the successful selected bidder shall be converted into performance security.

#### Section IV: ANNEXURE

#### ANNEXURE I: TECHNICAL BID FOR ESTABLISHMENT, OPERATION AND MAINTAINANCE OF LOK SEVA KENDRA

At <LOK SEVA KENDRA TANSEN>

in <GWALIOR>

S#	Information and documents required	Information and documents to be supplied by the Bidder
1	Name of Entity and its organizational structure including GST registration number <i>(Details to be furnished in the format given in Annexure-II)</i>  Name of Entity and its organizational structure including GST registration number (if any) (Details to be furnished in the format given in Annexure-II)	
2	Details of the financial capacity <i>(Certificate of statutory auditors for net worth or the solvency of the competent revenue authority to be attached)</i>	

3	<p>Details of Personnel to be deployed</p> <p>i. One Person with Diploma or Degree Holder in the field of computer so as to handle hardware and resolve issues related to software.</p> <p>ii. Three Computer Operators having adequate skills to key in data/text in web based software.</p> <p>iii. One person at least 12<sup>th</sup> pass to be deployed to deal with public relations at enquiry counter.</p> <p><i>Note:</i></p> <p>i. <i>Enclose Curriculum Vitae (CV) along with the consent of the above persons in the format given in annexure-III,</i></p> <p>ii. <i>Additional computer terminal with operator will be required for every 1000 applications received in excess of initial 2000 applications in Lok Seva Kendra in the last 6 (six) months</i></p>	<p><i>name of the persons to be deployed has to be written here)</i></p>
4.	<p>-</p> <p>Details of equipment and details of the source for its procurement: Details of minimum number of computer terminals (not less than 3) along with the peripherals to be made available at LSK having Local Area Network (LAN), Internet connectivity of Broad breadth and Uninterruptable Power Supply (UPS). Computers, Printers, Scanner, UPS/Generator of suitable capacity, (Fax Machine, Photocopy Machine will be optional).</p>	<p>(Specifications of equipment to be deployed should be written here)</p>
5.	<p>Power of Attorney authorizing the signatory of the bid to commit the bidder.</p>	

**Note:**

1. *RFP document, certified copies of undertakings given and certificates attached etc shall be properly page numbered and indexed. All the documents enclosed with the Technical Bid should be self attested by the authorized signatory. 2. Technical Bid shall be prepared in accordance with the instruction contained in Clause 2.1, 2.2 & 2.3 of RFP and shall be submitted along with the documents as laid down in of RFP.*

2. *Bidder will have to submit an affidavit duly notarized that the information, certified copies of the documents supplied with the Bid and undertakings given / certificates attached are true and correct to the best of his/their knowledge and belief. If any information is subsequently, even after award of contract, is found to be incorrect, the Secretary District E-Governance Society may forfeit his Performance Security and debar him from submitting bid in future.*

3. Bidder shall furnish an undertaking as regards their eligibility as described in clause 1.3.2 TO 1.3.6 of RFP document as part of the bid as per Annexure III, on his official letter head duly signed with proper seal by the authorized signatory.

**Signature:**

**Name:**

**Designation:**

## **ANNEXURE II: INFORMATION OF ORGANIZATION**

1. Name of Entity:

2. Address:

i. Postal Address: \_\_\_\_\_

ii. E-mail Address: \_\_\_\_\_

iii. Telephone No. : \_\_\_\_\_

iv. Mobile No. : \_\_\_\_\_

v. Fax No. : \_\_\_\_\_

3. Name of Partners in case of Partnership Firm/society/ association of persons

i.

ii.

4. Entity Registration Certificate (Number) \_\_\_\_\_ (date) \_\_\_\_\_

(Attach certified copy of registration)

Entity Registration Certificate (if any) (Number) \_\_\_\_\_ (date) \_\_\_\_\_

(Attach certified copy of registration)

5. -:

6. -

Registration Number and date for GST Number (if any)

7. Self-attested copy of Memorandum and Articles of Association in case of a corporate body or Partnership Deed in case of a firm or Copy of Memorandum and Rules in case of Society/ MoU in case of association of persons.

8. Particulars of the Authorized Signatory of the Bidder.

i. Name

ii. Designation

iii. Postal Address

iv. E-mail Address:

v. Telephone No.

vi. Mobile No.

vii. Fax No.

9. Experience if any of the entity as service provider or in managing similar Seva Kendras.

**Signature & Seal of the Bidder**

**ANNEXURE III: UNDERTAKING BY BIDDER**

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In response to the RFP Ref. No. \_\_\_\_\_ dated \_\_\_\_\_, as Owner/Partner/Director/ Proprietor of \_\_\_\_\_, I hereby declare that I have gone through the RFP document and I am not disqualified under technical qualification criteria Clause 1.3.2, 1.3.3, 1.3.4, 1.3.5, 1.3.6. If it is found that, I have concealed some facts or information, DeGS may take any action as it may deemed fit which includes termination of agreement of LSK and/or forfeiture of Performance Security.

Signature of Bidder: \_\_\_\_\_

Name & Complete Address: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Mobile No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

#### **ANNEXURE IV: CURRICULUM VITAE**

**(To be filled in by each person separately)**

1. Name of Person:-
2. Date of Birth:-
3. Educational Qualifications:-
4. Task Assigned:-
5. Experience and training most pertinent to task assigned:-

#### **CONSENT**

I, the undersigned, certify that to the best of my knowledge and belief this CV correctly describes myself, my qualifications and my experience. I also agree to work in the Lok Seva Kendra if allotted to the bidder.



**Date:**

**Place:**

**Signature of Authorized Person:**

**ANNEXURE V: FINANCIAL BID FOR ESTABLISHMENT, OPERATION AND MAINTAINANCE OF LOK SEVA KENDRA**

At <LOK SEVA KENDRA TANSEN>

in <GWALIOR>

Rs. \_\_\_\_\_ (Rs. in word) \_\_\_\_\_ only shall be charged as the process fee (inclusive of all taxes) for each application received by the Kendra.

Signature of Authorized Person:

Name of Bidder: \_\_\_\_\_

Postal Address: \_\_\_\_\_

\_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Mobile No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

## **ANNEXURE VI: AGREEMENT**

This Agreement is entered into on this the \_\_\_\_\_ day of \_\_\_\_\_, 2019,

BETWEEN

**The Secretary District E- Governance Society <GWALIOR> having principal office at ..... (Hereinafter referred to as "Secretary" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of One Part,**

AND

**M/s. \_\_\_\_\_, having its registered office at \_\_\_\_\_ (hereinafter referred to as the "Operator" which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted substitutes) of the Second Part**

WHEREAS

i. The Department of Public Service Management, GOVERNMENT OF MADHYA PRADESH (hereinafter referred to as "DPSM") has taken a policy decision to establish, operate and maintain Lok Seva

Kendras through private participation ("hereinafter referred to as "Lok Seva Kendra") at identified places to provide various services to the people.

ii. DPSM has vide its letter No \_\_\_\_ dated \_\_\_\_\_ authorized District E-Governance Society <GWALIOR> to undertake the said Lok Seva Kendra on the terms and conditions contained in the Request for Proposal (RFP), Term of Reference (TOR) and addenda and clarifications thereto and this Agreement including the Annexures hereof.

iii. Secretary District E-Governance Society <GWALIOR> had accordingly invited bids vide RFP No \_\_\_\_/ dated \_\_\_\_\_ ("RFP") for selection of a bidder for the establishing, operating and maintaining Lok Seva Kendra at-----including the procurement of required equipment, deployment of manpower, operation and maintenance of Kendra subject to and on the terms and conditions contained in the RFP document.

iv. After evaluation of the bids so received, the Secretary had accepted the bid of M/s. \_\_\_\_\_, and issued Letter of Acceptance No \_\_\_\_\_ dated \_\_\_\_\_ ("LOA") inter alia for the execution of this Agreement.

v. The Secretary in accordance with the provisions of RFP has agreed accordingly to enter into this Agreement with the Operator for establishment, operation and maintenance of the Lok Seva Kendra <LOK SEVA KENDRA TANSEN> at subject to and on the terms and conditions set forth hereinafter.

vi. The Operator has duly provided the Performance Security of Rs 1.00 (one) Lakh in terms hereto.

NOW THEREFORE IN CONSIDERATION OF THE PREMISES AND THE MUTUAL COVENANTS HEREINAFTER CONTAINED, THE PARTIES HERETO HEREBY AGREE AND THIS AGREEMENT WITNESSETH AS FOLLOWS:

## **PRELIMINARY**

### **1. DEFINITIONS AND INTERPRETATION**

#### **1.1. DEFINITIONS**

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them:

a. "Accounting Year" means the financial year commencing from 1<sup>st</sup> April of any calendar year and ending on 31<sup>st</sup> March of the next calendar year.

- b. "Administrative department of service" means the department which is responsible for the delivery of the service including formulation of the policy, making provisions of necessary budget, issue related guidelines and instructions.
- c. "Agreement" means this Agreement, its Recitals, Schedules and Annexures hereto and any amendments thereto made in accordance with the provisions contained in this Agreement.
- d. "Agreement Period" means the period beginning from the commencement date and ending at the end of **3 (three) years** of such date unless terminated earlier or extended in terms hereof.
- e. "Applicable Laws" means all laws, promulgated or brought into force and effect by the State Government and/or the Government of India including rules, regulations and notifications made there-under, and judgments, decrees, injunctions, writs and orders of any court of record, applicable to this Agreement and the exercise performance and discharge of the respective rights and obligations of the parties hereunder, as may be, in force and effective during the subsistence of this Agreement.
- f. "Applicable Permits" means all clearances, permits, authorizations, consents and approvals required to be obtained or maintained under Applicable Laws in connection with the establishing, operation and maintenance of the Lok Seva Kendra during the subsistence of this Agreement.
- g. "Application Fee" means the fee determined by the Secretary from time to time as per clause 6.1 of this agreement.
- h. "Commencement Date" means the date which falls after 30 days of the initializing date on which the operations of the LSK shall commence.
- i. "Encumbrances" means any encumbrance on any part of the Lok Seva Kendra or Lok Seva Kendra Building such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations and shall include without limitation any designation of loss, payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Lok Seva Kendra, physical encumbrances and encroachments on the site wherever applicable herein.

- j. "Force Majeure" or "Force Majeure Event" means an act, event, condition or occurrence specified which is not in the control of any party to the Agreement.
- k. "Good Industry Practice" means those practices, methods, techniques, standards, skills, diligence and prudence which are generally and reasonably expected and accepted internationally from a reasonably skilled and experienced Operator engaged in the same type of undertaking as envisaged under this Agreement and acting generally in accordance with the provisions of applicable laws and would mean good practices in the management of Lok Seva Kendra and which would be expected to result in the performance of its obligations by the Operator in the operation and maintenance of the Lok Seva Kendra in accordance with this Agreement, applicable laws, applicable permits, reliability, safety, economy and efficiency.
- l. "Government Agency" means Government of India (GOI), Government of Madhya Pradesh (GOMP) or any Ministry, Department, Commission, Board, Authority, instrumentality or agency, under the control of GOI or GOMP having jurisdiction over all or any part of the Lok Seva Kendra or the performance of all or any of the services or obligations of the Secretary and the Operator under or pursuant to this Agreement.
- m. "Initializing Date" means the date on which the physical possession of the Lok Seva Kendra building is handed over free from all the encumbrances to the Operator.
- n. "LOA" means the Letter of Acceptance.
- o. "Lok Seva Kendra Works" means all the works and things necessary to run the operations of the LSK effectively.
- p. "Operator" means the selected bidder which shall undertake and perform the obligations and exercise the rights of the bidder under the LOA and the Agreement, for establishing, operation and maintenance of LSK.
- q. "Parties" means the parties to this Agreement collectively and "Party" shall mean any of the Party to this Agreement individually.
- r. "Process Fee" means the fee, quoted and accepted in pursuance of the bid submitted, which the Operator shall be entitled to receive in accordance with the terms contained in this Agreement.

- s. "Rs." Or "Rupees" means the lawful currency of the Republic of India.
- t. "Secretary's Representative" means such person as may be authorized in writing by the Secretary to act on his behalf under this Agreement.
- u. "Specifications and Standards" means the relevant specifications and standards for Establishment, Operation and Maintenance of the Lok Seva Kendra.
- v. Statutory Fee: means the fee specified in the rules framed by the State Government in the process of obtaining any service, information or document. This fee shall be realized by the operator from the applicant in the form of non-judicial stamps or treasury challan or any other mode which may be prescribed by competent authority.
- w. "Termination" means the expiry or termination of this Agreement and the Rights to operate hereunder.
- x. "Termination Date" means the date on which this Agreement expires pursuant to the provisions of this Agreement or is terminated by a Termination Notice whichever is earlier.
- y. "Termination Notice" means the communication issued in accordance with this Agreement by any one Party to the other Party terminating this Agreement

## **1.2. INTERPRETATION**

In the Agreement, except where the context requires otherwise:

- a. words indicating one gender include all genders;
- b. words indicating the singular also include the plural and words indicating the plural also include the singular;
- c. provisions including the word "agree", "agreed" or "agreement" require the agreement to be record in writing;
- d. written" or "in writing" means hand-written, type-written, printed or electronically made, and resulting in a permanent record; and

## **2. SCOPE OF WORK**

The scope of the work under this Agreement shall mean the scope of work defined in the Terms of Reference (TOR).

## **3. GRANT OF RIGHT TO OPERATE**

As provided in the Terms of Reference **(TOR)**

#### **4. LOK SEVA KENDRA BUILDING**

As provided in the Terms of Reference (TOR).

#### **5. OPERATION AND MAINTENANCE**

As provided in the Terms of Reference (TOR).

#### **6. APPLICATION FEE AND PROCESS FEE**

6.1. The Secretary shall fix application fee that the Operator will charge the applicant/appellant and such fee may be different for different services and also different for different time limits as well. However, the application fee for a particular service shall be same in all LSK of the district.

6.2. The Operator will collect the application fee from the applicant at the time of keying in the application by the use of the software provided in case of complete applications (For incomplete applications, process fee shall not be charged by the LSK operator). If on the request of the applicant an incomplete application is keyed in and its acknowledgement provided, the applicant will be allowed to get it completed within next 30 days. At the expiry of such period of 30 days the application already keyed in shall be closed.

6.3..

Out of the application fee so received, the Operator shall be entitled to receive and retain process fee accepted as service charges for processing the applications in accordance with prescribed procedure and remit the difference to the society

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6.4 If the income (process fees) received by the operator in the LSK in any month is less than 50,000 Rs. for category A LSK and Rs. 25,000 for category B LSK, the Operator shall be entitled to receive the process fee for the balance amount from Government of MP/ DeGS for that month. For example, if the total income received (from process fee) is Rs. 30,000/-for Category A, the balance amount Rs. 20,000/-will be paid by Government of MP/ DeGS. Similarly, if the total income received (from process fee) is Rs. 23,000/-for Category B, the balance amount Rs. 2,000/-will be paid by Government of MP/ DeGS. The fee per application shall be as per the rate quoted by the bidder in the bid and should be as per the other terms and conditions of this RFP. However, for any services which is newly added the fee will be as notified from time to time by government of Madhya Pradesh and this fee may be more than or less than Rs. 25. The fee for existing services may also be changed based

on the changes in rules/ law/notification issued by the department for given services. All services delivered from LSK will be considered for calculation of Viability Gap Funding. The services which shall be considered for calculation of the VGF shall be notified by Govt. of M.P.

## **7. OBLIGATIONS OF THE OPERATOR**

As provided in the Terms of Reference (TOR).

## **8. OBLIGATIONS OF SECRETARY**

As provided in the Terms of Reference (TOR).

## **9. PERFORMANCE SECURITY**

9.1. The amount of Rs. 1.00(one) Lakh received with the Technical Bid of the Selected Bidder shall be converted into performance security for the due and faithful performance of its obligations during the Agreement Period.

9.2. The Performance Security shall be released by the Secretary to the Operator after upon satisfactory completion of the Agreement. In the event the Operator is in breach of the terms of the Agreement during the Agreement period, the Secretary shall, without prejudice to its other rights and remedies hereunder or in law appropriate such amounts as may have been determined, from the Performance Security as damages for such Operator's default. Upon such appropriation from the Performance Security, the Operator shall, within 15 days thereof, replenish, in case of partial appropriation, to its original level, and in case of appropriation of the entire Performance Security provide fresh Performance Security, as the case may be, failing which the Secretary shall be entitled to terminate this Agreement in accordance with Clause 13.

## **10. INDEMNITY**

The Operator hereby undertakes to indemnify and hold the Secretary harmless against all costs, damages, liabilities, expenses arising out of any third party claims relating to torts or contracts relating to the operation and maintenance of the Lok Seva Kendra <LOK SEVA KENDRA TANSEN>.

## **11. RIGHT TO OPERATE UPON EXPIRY**

At least three months prior to the expiry of this Agreement, if required Secretary grant the extension of Right to operate the Lok Seva Kendra, for a further period of 6 (six) month or up to the time decided by Secretary with the prior approval from DPSM.



## **12. FORCE MAJEURE**

12.1. The Operator or Secretary, as the case may be, shall be entitled to initially suspend the performance of its respective obligations under this Agreement to the extent that the Operator or Secretary as the case may be, is unable to render such performance by an event of Force Majeure (a "Force Majeure Event")

12.2. In this Agreement, no event or circumstance and/or no combination of circumstances shall be treated as a "Force Majeure Event" unless it satisfies all the following conditions:

- a. Materially and adversely affects the performance of an obligation;
- b. Is beyond the reasonable control of the affected Party;
- c. Affected party could not have prevented or reasonable overcome with the exercise of good industry practice or reasonable skill and care;
- d. Do not result from the negligence or misconduct of Affected Party or the failure of Affected Party to perform its obligations hereunder;
- e. Which, by it or consequently disables either party to perform its respective obligations under this Agreement.

## **MITIGATION**

The Party claiming to be affected by a Force Majeure Event shall take all reasonable steps to prevent, reduce to a minimum and mitigate the effect of such Force Majeure Event. The affected Party shall also make efforts to resume performance of its obligations under this Agreement as soon as possible and upon resumption, shall forthwith notify the other Party of the same in writing.

## **13. DEFAULT AND TERMINATION**

### **13.1. OPERATOR- EVENT OF DEFAULT**

For the purposes of this Agreement, each of the following event or circumstance, to the extent not caused by a default of the Secretary or are not Force Majeure Events, shall be considered as event of default of the Operator (the "Operator Event of Default") which, if not remedied within the Cure Period of 15 (fifteen) days upon receipt of written notice from the Secretary, shall provide the Secretary the right to terminate this Agreement in accordance with Clause 13.3.

- a. Any breach, including but not limited to the events specified hereunder, by the Operator of its obligations under this Agreement, and such breach if capable of being remedied, is not

- remedied within 15 days of receipt of written notice from Secretary specifying such breach and requiring the Operator to remedy the same;
- b. Any representation or warranty of the Operator herein contained which is, as of the date hereof, found to be materially false, incorrect or misleading or the Operator is at any time hereafter found to be in breach thereof;
  - c. Suspension by the Operator of the performance of the obligations under this Agreement for a period exceeding 5 days in a month excluding the prescribed holidays;
  - d. Failure of the Operator to comply with the prescribed Standard Operating Procedures.
  - e. The Operator is ordered to wind up by the order of a court; filing of a petition for voluntary winding up by the Operator, or levy of an execution or restraint on the Operator's assets, or appointment of a provisional liquidator, administrator, trustee or receiver of the whole or substantially whole of the undertaking of Operator by a court of competent jurisdiction
  - f. The Operator is adjudged bankrupt or insolvent, or if a trustee or receiver is appointed for the Operator or for the whole or material part of its assets that has a material bearing on the Lok Seva Kendra;
  - g. The Operator has been, or is in the process of being liquidated, dissolved, wound-up, amalgamated or reconstituted in a manner that would cause, in the reasonable opinion of the Secretary, a Material Adverse Effect;
  - h. The operator using or permitting or causing the use of the Lok Seva Kendra building for purposes other than the objective mentioned above.
  - i. The Operator doing or permitting to do any act, matter, deed or thing in violation of Applicable Law and/or Applicable Permits
  - j. The Operator setting up an interest in the site of LSK or any portion thereof ;
  - k. Failure to start LSK within 30 days of initializing date ;
  - l. Commits a breach of its any obligations as contained in this Agreement
  - m. Failure to make arrangements as laid down in this Agreement
  - n. Negligence on the part of the Operator which leads to action under clause 6.4.
  - o. Inability to receive applications due to lack of electric supply or manpower.
  - p. Non replenishment of performance security as mentioned in clause 9 of this agreement.

### **13.2. SECRETARY – EVENT OF DEFAULT**

For the purposes of this Agreement, each of the following event or circumstance, to the extent not caused by a default of the Operator or are not Force Majeure Events, shall be considered, as events of default of Secretary ("Secretary-Event of Default"), which shall provide the Operator the right to terminate this Agreement in accordance with Clause 13.3:

- a. Failure to provide to the Operator the rights to the building within 30 (thirty) days of signing of this Agreement;
- b. Secretary commits a material default in complying with any of the provisions of this Agreement and such default has a Material Adverse Effect on the performance of the obligations of the Operator.
- c. Failure to provide software and access to it necessary for making the LSK functional.
- d. -.
- e. Failure to make payment of the due process fee as per condition 6.4 of this agreement to the Operator within a period of one month.

### **13.3. NOTICE OF TERMINATION**

- a. Without prejudice to any other right or remedies which the non-defaulting Party may have under this Agreement, upon the occurrence of either an Operator Event of Default or a Secretary Event of Default, the defaulting Party shall be liable for the breach caused and consequences thereof and the non-defaulting Party shall have the right to issue a notice expressing its intention to terminate this Agreement to the other Party ("Notice of Intention to Terminate"). Upon the issuance of a Notice of Intention to Terminate, the defaulting Party shall have the right to rectify or cure the breach within 15 days of receipt of such Notice of Intention to Terminate ("Cure Period"). If the breach is not rectified by the defaulting Party within the Cure Period, the non-defaulting Party shall have the right to terminate this Agreement by issuance of a termination notice ("Termination Notice"). Notwithstanding anything contained in the Agreement, the Operator cannot exercise the right to issue Notice of Intention to Terminate after 60 days of signing this Agreement.
- b. Save and except as otherwise provided in this Agreement and without prejudice to any other right or remedy which Secretary may have in respect thereof under this Agreement, upon the occurrence of any breach by the Operator under this Agreement including any Event of Default, the Secretary shall be entitled to appropriate the Performance Security and to terminate this

Agreement by a communication in writing ("Termination Notice") to the Operator, if it has failed to cure such breach or default within the period provided for in the same notice.

#### **13.4. Termination by convenience**

Either Party may terminate this Agreement for its convenience at any time upon providing Sixty (60) days written notice to the other party. In such case, the operator shall continue operating the LSK prior to the last date of termination. On termination by Secretary DeGS <GWALIOR>, the operator shall not be entitled to, and hereby waives, claims for lost profits and all other damages and expenses.

#### **14. DIVESTMENT OF RIGHTS AND INTERESTS**

Upon termination or expiry of this Agreement, the Operator shall deliver forthwith actual or constructive possession of the Lok Seva Kendra building free and clear of all encumbrances and execute such deeds, writings and documents as may be required by the Secretary for fully and effectively divesting the Operator of all of the rights, title and interest of the Operator in the Lok Seva Kendra and Lok Seva Kendra Building and facilities provided by Society and conveying the Lok Seva Kendra and Lok Seva Kendra Building and facilities free of any charge or cost to Secretary;

#### **15. DISPUTE AND ITS RESOLUTION**

Save where expressly stated to the contrary in this Agreement, any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to this Agreement and so notified in writing by either Party to the other ("Dispute") in the first instance shall be attempted to be resolved in accordance with the procedure set forth below:

##### **15.1. AMICABLE RESOLUTION**

In the event of any Dispute, the parties shall make efforts to settle such dispute amicably.

##### **15.2. ARBITRATION**

- a. Any Dispute, which is not resolved amicably, as provided above, shall be finally decided by the Divisional commissioner who shall be the sole arbitrator of such dispute.
- b. The jurisdiction of all the challenges arising out of the Agreement or to its implementation shall be the concerning district court and High Court in Madhya Pradesh.

##### **15.3. ARBITRATION AWARDS TO BE BINDING**

- a. The Operator and Secretary undertake to carry out any decision or award of the arbitrator ("Award") without delay. Awards relating to any dispute shall be final and binding on the Parties from the date they are made.
- b. The Operator and Secretary agree that an Award may be enforced against the Operator and the Secretary, as the case may be, and their respective assets wherever situated.
- c. Except where the dispute arises from the termination of the Agreement, this Agreement and rights and obligations of the Parties shall remain in full force and effect pending the Award in any arbitration proceeding hereunder.

## **16. DISCLOSURE**

The Operator shall make available for inspection during normal business hours on all working days all records and reports to the Secretary or his authorized representative as and when required.

## **17. GOVERNING LAW AND JURISDICTION**

This Agreement shall be construed and interpreted in accordance with the Applicable Laws and the Courts in Madhya Pradesh shall have jurisdiction over all matters arising out of or relating to this Agreement.

## **18. SURVIVAL**

Termination of this Agreement

- a. shall not relieve the Operator or Secretary of any obligations hereunder which expressly or by implication survives Termination hereof, and
- b. except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligation or liability for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such termination.

## **19. ENTIRE AGREEMENT:**

This Agreement, Terms of Reference (TOR) and the RFP document along with its annexure constitute a complete and exclusive statement of the terms of the Agreement between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless expressly previously approved in writing by the Secretary and executed by the person expressly authorised by a resolution of the Operator in this behalf.

## **20. NOTICES**

Any notice or other communication to be given by a Party to the other Party, under or in connection with the matters contemplated by this Agreement, shall be in writing and shall:

- a. in the case of the Operator, be marked for the attention of the person set out opposite the corresponding signature below or to such other address marked for such other attention as the Operator may from time to time designate by notice to the Secretary provided that notices or other communications be confirmed by sending a copy thereof by registered acknowledgement due, or by courier and/or also be sent by facsimile to the number as the Operator may from time to time designate by notice to Secretary; and
- b. in the case of Secretary be given by letter and be addressed to the Secretary

Copy of all the notices shall also be sent by registered acknowledgement due.

## **21. SEVERABILITY**

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

## **22. NO PARTNERSHIP**

Nothing contained in this Agreement shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever.

## **23. COUNTERPARTS**

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

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

For and on behalf of the Secretary by _____(Signature) _____(Name) _____(Designation) SIGNED, SEALED AND DELIVERED	For and on behalf of the Operator by: _____(Signature) _____(Name) _____(Designation) SIGNED, SEALED AND DELIVERED
--	--

In the presence of:

1. <Name, Designation and complete address>
2. <Name, Designation and complete address>

## **ANNEXURE VII: HARDWARE AND SOFTWARE REQUIREMENTS FOR LOK SEVA KENDRA**

### **5.1 Computer Systems with the following minimum configuration:**

#### **5.1.1 Hardware:**

- Desktop Specification (minimum)
  - Intel Core-i5-2400 Processor 6MB Cache, 3.10 Ghz or higher
  - 10/100/1000 on board integrated Network Port
  - 4 GB 1066 MHz or higher DDR3 RAM with 8 GB Expandability
  - 320 GB 7200 rpm Serial ATA HDD or better
  - 47 cm (18.5 inch) TFT Digital Color Monitor TCO-05
  - Bilingual (Hindi & English) USB Keyboard with 104 keys or higher
  - USB Optical Mouse (Two button Scroll) with mouse PAD
  - 6 USB Ports or more
  - 52X or better DVD ROM Drive.
  - External USB drive 8 TB for back up.

- One high speed MFD for Scanning, Printing etc. compatible with Windows 7 / Linux OS
- Networking (Router, LAN Cabling, Alternate Internet Connection).
- CCTV Camera (As per latest industry standard).
- DG Set/ UPS for uninterrupted power supply during office hours.

#### 5.1.2 Software:

- Windows 7 professional or higher with all necessary updates, plug-in & Drivers in CD Media.
- Microsoft Office 2013 Standard Indic or higher.
- Industry Standard anti-virus software.
- PDF Reader.

### ANNEXURE VIII: JURISDICTION OF LOK SEVA KENDRA

At <LOK SEVA KENDRA TANSEN>

in <GWALIOR>

(GEOGRAPHICAL AREA FROM WHERE APPLICATIONS MAY BE MADE FOR NOTIFIED SERVICES)

The LSK will receive applications for obtaining notified services from the area as described below:-

<b>S#</b>	<b>Name of villages or Ward Number of Urban Area</b>
<b>1</b>	WHOLE AREA IN TANSEN TAHSIL(URBAN/RURAL)
<b>2</b>	
<b>3</b>	



