



RFP Document for Establishing,  
Operating and Maintaining

# LOK SEVA KENDRA AJAIGARH

At TEHSIL PARISAR AJAIGARH  
In District PANNA

Secretary, District E-Governance Society  
Panna District



# CONTENTS

DISCLAIMER.....	1
REQUEST FOR PROPOSAL (RFP) .....	2
1. INVITATION OF BIDS .....	2
1.1. GENERAL.....	2
1.2. Scope of Work.....	2
1.3. Eligibility of Bidders and Pre-qualification.....	3
1.4. Brief description of bidding process.....	4
1.5. Number of Bids and costs thereof.....	5
1.6. Site visit and verification of information .....	5
1.7. Clarifications on RFP Document.....	6
1.8. Pre-Bid Conference.....	6
1.9. Amendment of RFP document .....	6
1.10. Validity of Bids.....	7
1.11. Confidentiality.....	7
1.12. Acknowledgement by Bidder .....	7
2. PREPARATION AND SUBMISSION OF BID.....	8
2.1. Language.....	8
2.2. Preparation and signing of Bid .....	8
2.3. Technical Bids and Financial Bids .....	8
2.4. Bid Due Date.....	10
2.5. Late Bids .....	10
2.6. Opening of Technical Bids .....	10
3. EVALUATION PROCESS .....	11
3.1 Clarifications from Bidders for Evaluation of Technical Bids.....	11

3.2	Evaluation of Technical Bids .....	11
4.	SHORT LISTING AND SELECTION OF BIDDER .....	12
4.1.	Short-listing and notification.....	12
4.2.	Financial Bids.....	12
4.3.	Proprietary data .....	12
4.4.	Correspondence of the Bidder .....	12
4.5.	Right to accept or reject any or all the bids.....	12
4.6.	Bid Security .....	13
4.7.	Selection of Bidder.....	14
4.8.	Performance Security .....	15
4.9.	Miscellaneous .....	15
	TERMS OF REFERENCE .....	16
1.	Background .....	16
2.	Scope of Work.....	16
3.	OBLIGATIONS OF THE OPERATOR .....	16
3.1.	Establish Lok Seva Kendra.....	16
3.2.	Operating Lok Seva Kendra .....	17
3.3.	Maintenance of Lok Seva Kendra .....	20
3.4.	General conditions .....	21
4.	Ensure safe conditions for the users .....	23
5.	OBLIGATIONS OF secretary District e-Governance Society .....	23
6.	LOK SEVA KENDRA BUILDING.....	25
7.	GRANT OF RIGHT TO OPERATE.....	25
8.	Imposition of Penalty: .....	26
	Data Sheet foR ESTABLISHMENT, OPERATION AND MAINTENANCE OF LOK SEVA KENDRA .....	27

ANNEXURE I - TECHNICAL BID FOR Establishment, operation and maintenance of lok seva kendra .....	30
Annexure II - ORGANISATIONAL STRUCTURE .....	32
Annexure III - curriculum vitae .....	34
Annexure IV - Financial bid FOR Establishment, operation and maintenance of lok seva kendra.....	35
AGREEMENT .....	36
PRELIMINARY .....	37
1.    DEFINITIONS AND INTERPRETATION.....	37
2.    SCOPE OF WORK .....	40
3.    GRANT OF RIGHT TO OPERATE .....	40
4.    LOK SEVA KENDRA BUILDING.....	40
5.    OPERATION AND MAINTENANCE.....	40
6.    APPLICATION FEE AND PROCESS FEE.....	40
7.    OBLIGATIONS OF THE OPERATOR.....	40
8.    OBLIGATIONS OF SECRETARY .....	40
9.    PERFORMANCE SECURITY.....	41
10.   INDEMNITY .....	41
11.   RENEWAL OF RIGHT TO OPERATE UPON EXPIRY.....	41
12.   FORCE MAJEURE .....	42
13.   DEFAULT AND TERMINATION .....	42
14.   DIVESTMENT OF RIGHTS AND INTERESTS .....	45
15.   DISPUTE AND ITS RESOLUTION .....	45
16.   DISCLOSURE.....	46
17.   GOVERNING LAW AND JURISDICTION .....	46
18.   SURVIVAL.....	46

19.	ENTIRE AGREEMENT:.....	46
20.	NOTICES.....	46
21.	SEVERABILITY .....	47
22.	NO PARTNERSHIP.....	47
23.	COUNTERPARTS .....	48
	ANNEXURE V - HARDWARE AND SOFTWARE REQUIREMENTS FOR A LOKSEVA KENDRA	49
	ANNEXURE VI - JURISDICTION OF LOKSEVA KENDRA.....	50

## 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. The Secretary accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Secretary 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

The Secretary 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.

The Secretary 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 Secretary is bound to select and to appoint the Selected Bidder as Operator for the Lok Seva Kendra and the Secretary 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.

# REQUEST FOR PROPOSAL (RFP)

Request for Proposal (RFP) For Establishing, Operating and Maintaining Lok Seva Kendra at TEHSIL PARISAR AJAIGARH District PANNA

## 1. INVITATION OF BIDS

### 1.1. GENERAL

- 1.1.1. The Secretary District E-Governance Society invites bids from suitable bidders to select experienced and capable operator for Establishment, Operation and Maintenance of the Lok Seva Kendra (LSK) at Tehsil Parisar Ajaigarh in Panna district upto 3:00 PM on 22/06/2012 (Bid Due Date).
- 1.1.2. The agreement period for operation and maintenance of LSK shall be three years and the same may be renewed subject to conditions specified.
- 1.1.3. Cost of RFP document: RFP document can be downloaded from website <http://www.panna.nic.in> OR <http://lokseva.gov.in> and the cost of the document is Rs. 1000/-, which may 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 Panna, shall be submitted along with the bid as the cost of the downloaded document.
- 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 Panna and shall be submitted along with the bid.
- 1.1.5. The bidder shall quote the process fee 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 (hereinafter called Secretary), have been given in Terms of Reference (TOR).



### 1.3.ELIGIBILITY OF BIDDERS AND PRE-QUALIFICATION

The bidder may be an individual, proprietary firm, unregistered association of persons, 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. Where the selected bidder is an Association of persons, members of such association shall register themselves as a society/company/firm as considered suitable by them for the purpose of executing the agreement.

- 1.3.1. 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 Secretary and his decision shall be final.
- 1.3.2. 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.
- 1.3.3. The bidders 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.
- 1.3.4. No bidder shall be a member of another bidding entity.

The bidder must fulfill the following conditions of pre-qualification:

- 1.3.5. Technical Capacity: For demonstrating technical capacity the bidder shall as mentioned in Annexure-I submit –
- 1.3.6. 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
- 1.3.7. The details of the source from which necessary computer terminals along with peripherals, softwares will be procured.

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

### 1.3.8. 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 fulfill 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 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 Annexure-I.

## 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, the Secretary 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. He shall have to pay Rs. 1,000/- as cost of the downloaded document and Bid Security of Rs 1,00,000/- (one lakh) for each of the LSK for which he may have submitted his bid. 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 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 Panna. The bid shall be, summarily, rejected if it is not accompanied by the cost of RFP document and /or 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 27 of RFP document.
- 1.4.4. Before submission of bids, bidders are invited to 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 are enclosed along with the Technical Bid and Financial Bid.
- 1.4.6. Bids will be invited for the Lok Seva Kendra on the basis of the process fee that would be charged and received by the bidder. The agreement period shall be three years. The Lok Seva Kendra shall be awarded to the bidder quoting the lowest process fee.

#### 1.5. NUMBER OF BIDS AND COSTS THERE OF

- 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 bids 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. The Society 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 DPSM. A clarification regarding location, address, number of LSKs can be given by the Secretary. The clarification given by the Secretary and the department shall be uploaded at [www.lokseva.gov.in](http://www.lokseva.gov.in) and the bidder is expected to keep himself updated by viewing the website from time to time.
- 1.7.2. Subject to the provisions of clause 1.7.1, the Society shall endeavour to respond to the questions raised or clarifications sought by the bidders. However, the Secretary, District e-Governance Society 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 secretary to respond to any question or to provide any clarification.
- 1.7.3. All the clarifications and interpretations issued by the DPSM shall be deemed to be part of the RFP document. Verbal clarifications and information given by the secretary or its employees or representatives shall not in any way or manner be binding on the secretary.

#### 1.8. PRE-BID CONFERENCE

A Pre-Bid conference of the prospective bidders shall be convened at 3:30 PM On 08/06/2012 At Collectorate Meeting Hall Panna [mention the designated date, time and place]

During the course of Pre-Bid conference, the prospective bidders will be free to seek clarifications and make suggestions for consideration of Society. The Society shall subject to clause 1.7 endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process

#### 1.9. AMENDMENT OF RFP DOCUMENT

At any time prior to the deadline for submission of bid, the DPSM may in response to clarifications requested by a bidder or suomotto, modify the RFP document by the issuance of amendment. Any amendment thus issued will be displayed on the website [www.lokseva.gov.in](http://www.lokseva.gov.in). In order to afford the bidders a reasonable time for

taking the amendment into account, or for any other reason, the secretary may, in its sole discretion, extend the Bid Due Date.

#### 1.10. VALIDITY OF BIDS

The bids shall be valid for a period of 60 (sixty) days from the Bid Due Date. The validity of bids may be extended by mutual consent of the respective bidders and the secretary.

#### 1.11. 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 Secretary in relation to, or matters arising out of, or concerning the Bidding Process. The secretary 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.

#### 1.12. ACKNOWLEDGEMENT BY BIDDER

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

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

1.12.2. Received all the relevant information from the Society;

1.12.3. 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 relating to any of the matters referred to in this RFP document; and

1.12.4. Agreed to be bound by the undertakings provided by it under and in terms hereof.

The Secretary 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 Secretary.

## 2. PREPARATION AND SUBMISSION OF BID

### 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 provide all the information sought under this RFP document. The secretary 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

- 2.3.1 The bidder shall prepare the technical bid in the format specified in Annexure– I, together with all the documents specified in clause 2.3.2. The technical bid shall be sealed in an envelope marked as “ENVELOPE-1- TECHNICAL BID”.
- 2.3.2 Technical Bid – It shall contain:
  - a. A demand draft of Rs 1,000/- (Rs. One Thousand) only of any nationalized or scheduled commercial bank payable at its local branch in favour of the Secretary District E-Governance Society.
  - 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.

- c. Technical Bid in the prescribed format (Annexure-1) 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 III.
- 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 firm and copy of registration certificate in case of society; MOU in case of association of persons duly signed by each member.
- 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 may forfeit his Performance Security and debar him from submitting bid in future.
- h. An undertaking by the bidder that he is not ineligible under clause 1.3.1 of 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 commit the bidder

### 2.3.3 Financial Bid

The bidder shall quote the process fee inclusive of all taxes per application in the format specified in Annexure IV 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. 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”.

### 2.3.4 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 Ajaigarh in Panna District

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

The Collector and Secretary of District E-Governance Society,  
Panna

(ADDRESS :) Collector Office Panna

- b. If the envelopes are not sealed and marked as instructed above, the Secretary District E-Governance Society 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 22/06/2012 (Bid Due Date), at the address provided in clause 2.3.4 (i) in the manner and form as detailed in this RFP document.

The secretary may, in its sole discretion, extend the Bid Due Date by issuing an amendment in accordance with clause 9.0 to all the bidders and also display on website.

### 2.5. LATE BIDS

Bids received by the secretary 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 or his authorized representative shall open the technical bids at 16:00 hours on 22/06/2012 (Bid Due Date), 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 the Secretary may, at its sole discretion, seek clarifications from any bidder regarding his bid. Such clarification(s) shall be provided within the time specified by the Secretary 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, his bid shall be liable to be rejected. In case the bid is not rejected, the Secretary 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 of the Secretary.

#### 3. 2 EVALUATION OF TECHNICAL BIDS

- 3.2.1 The Secretary 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 pre-qualification of bidders will be entirely at the discretion of the Secretary. 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 Secretary or its successors or assigns, 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 The Secretary 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, the Secretary may, in its sole discretion, reject the bid.

#### 3.2.6

## 4. SHORT LISTING AND SELECTION OF BIDDER

### 4.1. SHORT-LISTING AND NOTIFICATION

The Secretary would announce after the evaluation of technical bids a list of qualified bidders who will be eligible for opening of their Financial Bids. The Secretary 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 Society or submitted by the bidder to the Secretary shall remain or becomes the property of the Society and shall be treated as strictly confidential and shall not be used for any other purpose. The Secretary will not return any bid or any information provided along therewith.

### 4.4. CORRESPONDENCE OF THE BIDDER

Save and except as provided in this RFP document, the Secretary 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, the Secretary 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. The Secretary 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 the Secretary, the supplementary information sought by the Secretary for evaluation of the bid.

If such disqualification/ rejection occurs after the bids have been opened and the lowest bidder gets disqualified/ rejected, then the Secretary 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 pre-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 Secretary to the bidder without the secretary being liable in any manner, whatsoever, to the bidder and without prejudice to any other right or remedy which the Secretary may have under this RFP document or under applicable law.
- 4.5.4. The Secretary 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 Secretary thereunder.

#### 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 Panna.
- 4.6.2. The Secretary 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. The Secretary shall be entitled to forfeit and appropriate the Bid Security against genuine pre-estimated compensation / damages to the Secretary, District e-Governance Society 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 Society 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 the Secretary against genuine pre-estimated compensation and damages payable to the Society for, inter alia, time, cost and effort of the Society without prejudice to any other right or remedy that may be available to the Secretary 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 bidder 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 Secretary District E-Governance Society, without any interest, on signing of Agreement with the Selected Bidder or when the Bidding Process is cancelled by the Secretary.

#### 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, the Secretary 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. After selection, a Letter of Acceptance ("LOA") shall be issued by the Secretary to the Selected Bidder to sign the agreement within 7 (seven) days of the receipt of the LOA On signing the agreement the bid security of Rs. 1.00 (one) Lakh shall be refunded to the unsuccessful bidders.

#### 4.8. PERFORMANCE SECURITY

The amount of Rs. 1, 00,000/- (Rs. One Lakh) only 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.

The Secretary 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 the secretary 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 the Society, 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.

## TERMS OF REFERENCE

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

At TEHSIL PARISAR AJAIGARH

In PANNA District

#### 1. BACKGROUND

The Secretary District E-Governance Society (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 Adhinyam 2010 and such other services as may be determined by the Secretary 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 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 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.

#### 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 at least following five persons whose CVs and consent was furnished with the bid to operate the Kendra and substitute them if needed with permission of the Secretary
  - 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.

Note: In case the average number of applications received at LSK in three consecutive months exceeds 2000, the operator shall provide one additional computer terminal with dedicated “computer operator” for a set of every increment of 750 applications. i.e. if say the average of number of applications received in last three consecutive months is 2750 then the operator shall provide a total of four “computer operators” with terminals. In LSK where average number of application received in less or equal to 2749 number of computer operator will remain 3.

- d. Train the manpower employed at LSK as directed by the Secretary
- e. Establish necessary Local Area Network (LAN) with requisite numbers of Computer Terminals (in any case not less than three in 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) along with peripherals, Printer, Scanner as provided for in annexure V 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 Generator of suitable capacity 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 Secretary 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 Secretary.
- 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.
- l. 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 Rs 5 (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 suomotto 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 suomotto 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 suomotu 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 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

#### 3.4.1The operator shall:

- a. Receive applications from the residents of the area as defined in annexure VI here after called jurisdiction of the LSK. However the society
  - (i) With prior consent of DPSM may increase or decrease the jurisdiction of the LSK at any time even after entering the agreement.
  - (ii) For convenience of the residents of the area may authorize two or more LSKs to receive applications from same area.
- 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. May establish Up-Lok Sewa Kendra at such place as may be approved by the secretary. Such Up-Kendra shall be established only after the DPSM has formally granted permission to do so
- j. 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.
- k. 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.
- l. Operate LSK from 9:30 AM to 6 PM except Sundays, Republic Day, Independence Day and second 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.
- m. Follow code of conduct if any issued by DPSM.

3.4.2 The operator may establish Uploksevakendra in such number and at such places falling within his jurisdiction 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;
- l. Pay to the operator monthly basis a sum equal to the difference between 2000 applications and the actual number of applications received in the LSK if the number of applications received in the LSK is less than 2000. However, if the Secretary is satisfied that the lsk did not operate on the working days due to negligence of the operator or has been operated in gross disregard of the terms and conditions of the contract, he may after providing an opportunity of hearing to the operator refuse to pay such difference or a part thereof.
- m. Pay a lump-sum amount as determined by department for the expenditure incurred by operator in obtaining facility of digital signatures for five persons.
- 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
- 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, services of MP on line , 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 Up-lok Sewa Kendra at such place as may be approved by the secretary. Such Up-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. 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.

## 7. 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 Adhinyam 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.

## 8. 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

However, before imposing any penalty the operator will be given due opportunity of hearing.



# DATA SHEET FOR ESTABLISHMENT, OPERATION AND MAINTENANCE OF LOK SEVA KENDRA AJAIGARH

AT TEHSIL PARISAR AJAIGARH

IN PANNA DISTRICT

1.	Name of the Client: The Secretary District E-Governance Society Panna
2.	Title of Assignment: "Establishment Operation and Maintenance of Lok Seva Kendra".
3.	Period of Contract: Three Years and renewable
4.	Scope of Work: As per Terms of Reference.
5.	RFP Document: RFP documents may be downloaded from website <a href="http://www.panna.nic.in">http://www.panna.nic.in</a> . OR <a href="http://lokseva.gov.in">http://lokseva.gov.in</a> Demand Draft for Rs. 1,000/- in favour of the Secretary District E-Governance Society 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 alongwith the Technical Bid. If it is not submitted alongwith the Technical Bid, the Financial Bid will not be opened and returned to the bidder.
6.	Bid Security: 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 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.	<p>Eligibility of Bidders and Pre-qualification:</p> <p style="padding-left: 20px;">a. Eligibility of Bidders</p> <p>The bidder may be an individual, proprietary firm, unregistered association of persons, 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. Where the selected bidder is an Association of persons, members of such association shall register themselves as a society/company/firm as considered suitable by them for the purpose of executing the agreement.</p> <p style="padding-left: 20px;">i. 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 Secretary and his decision shall be final.</p> <p style="padding-left: 20px;">ii. 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.</p> <p style="padding-left: 20px;">iii. The bidders 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</p>

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.

b. Pre-qualification:

i. Technical Capacity: For demonstrating technical capacity the bidder shall as mentioned in Annexure-1 submit

a. 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

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

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

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

It is 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 or more LSKs its net worth /solvency should be the required multiple of the said amount. As an illustration suppose X has solvency of Rs 120 lakh. He may bid for six LSK, with each of his bid fulfilling the necessary requirements. 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 Annexure-1.

8.	Pre-bid conference: It will be held on <u>08/06/2012</u> (date) from 3:30 PM Venue: <u>Collectorate Meeting Hall Panna</u> . However, if the bidder wishes to seek any clarification he may do so in writing to the Secretary e-Governance Society before pre bid conference is over.
9.	Last Date for Responding to Queries by the Society: <u>15/06/2012</u> .
10.	Bid Due Date: Last date for submission of bids: <u>22/06/2012</u> Up To 3:00 PM
11.	Validity of Bids: Bids must remain valid for 60 days from the Bid Due Date.
12.	Authorization: The Bidder is required to furnish power of attorney authorizing the signatory of the bid to commit the bidder.
13.	Submission of Bids: 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.  Envelope for Technical Bid should be clearly marked "TECHNICAL BID for "Establishment, Operation and Maintenance of Lok Seva Kendra at <u>Ajaigarh</u> ".  Envelope for Financial Bid should be clearly marked "FINANCIAL BID for "Establishment, Operation and Maintenance of Lok Seva Kendra at <u>Ajaigarh</u> " and "DO NOT OPEN UNTIL THE DATE OF OPENING OF FINANCIAL BID DECIDED".
14.	Address for submission of Bids: The Collector and the Secretary District E-Governance Society <u>Panna,Collector Office Panna</u>
15.	Opening of Technical Bids: on bid due date from 4:00 PM in <u>Collectorate Meeting Hall,Panna</u>
16.	Method of Selection: Least Cost Based Selection (LCBS)
17.	Date of Announcement of Technically Qualified Bidders: <u>23/06/2012</u>
18.	Date of Opening of Financial Bids: It will be intimated separately to the bidders who qualify in Technical Bids.
19.	Performance Security: Bid Security Rs. 1,00,000/-(One Lakh) received with the Technical Bid of the successful selected bidder shall be converted into performance security.

# ANNEXURE I - TECHNICAL BID FOR ESTABLISHMENT, OPERATION AND MAINTENANCE OF LOK SEVA KENDRA AJAIGARH

AT TEHSIL PARISAR AJAIGARH

IN PANNA DISTRICT

S. No.	Information and documents required	Information and documents to be supplied by the Bidder
1.	Name of Entity and its organizational structure including service tax registration number (Details to be furnished in the format given in Annexure-II)	
2.	Details of the financial capacity (Certificate of statutory auditors for net worth or the solvency of the competent revenue authority to be attached)	
3.	<p>Details of Personnel to be deployed</p> <ul style="list-style-type: none"> <li>i. One Person with Diploma or Degree Holder in the field of computer so as to handle hardware and resolve issues related to software.</li> <li>ii. Three Computer Operators having adequate skills to key in data/text in web based software.</li> <li>iii. One person at least 12<sup>th</sup> pass to be deployed to deal with public relations at enquiry counter.</li> </ul> <p>Note:</p> <ul style="list-style-type: none"> <li>i. Enclose Curriculum Vitae (CV) along with the consent of the above persons in the format given in annexure-III,</li> <li>ii. Additional computer terminal with operator will be required for every 750 applications received in excess of initial 2000 applications in Lok Seva Kendra in the last 6 (Sixth) months</li> </ul>	<p>(name of the persons to be deployed has to be written here)</p>
4.	Details of equipment and details of the source	

	<p>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, 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.	Power of Attorney authorizing the signatory of the bid to commit the bidder.	

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 alongwith 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 of RFP document as part of the bid, on his official letter head duly signed with proper seal by the authorized signatory.

Signature:

Name:

Designation:

## ANNEXURE II - ORGANISATIONAL STRUCTURE

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)
5. Permanent Account Number:
6. Registration Number and date for Service Tax.
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 of the Bidder

## ANNEXURE III - CURRICULUM VITAE

(To be filled in by each person separately)

Name of Person :-

Date of Birth :-

Educational Qualifications :-

Task Assigned :-

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 Person



**ANNEXURE IV - FINANCIAL BID FOR ESTABLISHMENT, OPERATION AND MAINTENANCE OF LOK SEVA KENDRA AJAIGARH**

AT TEHSIL PARISAR AJAIGARH

IN PANNA DISTRICT

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

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

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

\_\_\_\_\_

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

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

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

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

## AGREEMENT

This Agreement is entered into on this the \_\_\_\_\_ day of \_\_\_\_\_, 2012

### BETWEEN

The Secretary District E- Governance Society 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 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 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 at subject to and on the terms and conditions set forth hereinafter.

- vi. The Operator has duly provided the Performance Security of Rs1.00 (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 1st April of any calendar year and ending on 31st 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, authorisations, 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 60 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 authorised 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. 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 without taking any extra charge. 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.

6.4. If the number of applications received in the LSK are less than 2,000 in a month the Operator shall be entitled to receive the process fee for the balance from the society for that month. However, 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.

## 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 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 relatable to the operation and maintenance of the Lok Seva Kendra.

## 11. RENEWAL OF RIGHT TO OPERATE UPON EXPIRY

At least six months prior to the expiry of this Agreement, the Operator shall inform in writing to the Secretary if he is willing to continue with the Right to operate granted herein and shall make application for the grant of renewal of Right to operate the Lok Seva Kendra, for a further period of 3 (three) years . Provided that Operator can exercise such right only if it has complied with all the terms and conditions of the Agreement and he is not in breach of any of the terms of the Agreement which has been notified by the Secretary. In case the Operator is in breach of any of the terms and conditions of the Agreement resulting in an event of default, the renewal of Right to operate shall be subject to the Operator rectifying the breach within a cure period of 30 days and failure to rectify such breach shall not entitle the Operator for renewal of Right to operate.

For the avoidance of doubt it is clarified that if the Operator does not make any application to the Secretary within the time provided in this clause, it may be deemed that he is not willing for renewal of Right to operate and no application contrary to the same may be entertained thereafter. The Society with prior approval

of the DPSM may at the time of renewal enhance the process fee by such amount as it may consider necessary. The decision of DPSM in this regard shall be binding.

## 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. Failure to make payment of the due process fee as per condition 6.4 of this agreement to the Operator by 7th of the succeeding 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.

#### 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.
- 2.

## ANNEXURE V - HARDWARE AND SOFTWARE REQUIREMENTS FOR A LOKSEVA KENDRA

Computer Systems with the following minimum configuration:

### Hardware:

- 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
- 8X or better DVD ROM Drive.
- Closed circuit TV camera

### Software:

- Windows 7 professional or higher with all necessary plug-in & Drivers in CD Media
- Microsoft Office 2010 Standard Indic or higher
- Industry Standard anti-virus software
- PDF Reader
- One high speed MFD for Scanning, Printing etc. compatible with Windows 7 / Linux OS

## ANNEXURE VI - JURISDICTION OF LOKSEVA KENDRA AJAIGARH

AT TEHSHIL PARISAR AJAIGARH

IN PANNA DISTRICT

(GEOGRAPHICAL AREA WHOSE RESIDENTS CAN APPLY FOR NOTIFIED SERVICES)

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

<b>Sno.</b>	<b>Name of villages or ward of urban area</b>	<b>Name Of Tehshil</b>
1	Amarchi	Ajaigarh
2	Aramganj	Ajaigarh
3	Bahadurpur	Ajaigarh
4	Bahirwara	Ajaigarh
5	Banhari Kalan	Ajaigarh
6	Banhari Khurd	Ajaigarh
7	Bara Kagreka	Ajaigarh
8	Baradandeka	Ajaigarh
9	Barauli	Ajaigarh
10	Barkola Khurd	Ajaigarh
11	Baryarpur Bhumiyan	Ajaigarh
12	Baryarpur	Ajaigarh
13	Baveru	Ajaigarh
14	Bdirugh	Ajaigarh
15	Beera	Ajaigarh
16	Bhadaiyan	Ajaigarh
17	Bhadurnj	Ajaigarh
18	Bhairaha	Ajaigarh
19	Bhakhuri	Ajaigarh
20	Bhanpur	Ajaigarh
21	Bhapatpur Kurmiyan	Ajaigarh
22	Bharatpur	Ajaigarh
23	Bhasuda	Ajaigarh
24	Bhina	Ajaigarh
25	Bhujwai	Ajaigarh
26	Biharpurwa	Ajaigarh
27	Biharsakhariya	Ajaigarh
28	Biladi	Ajaigarh
29	Bilahi	Ajaigarh
30	Bimtaha	Ajaigarh



<b>Sno.</b>	<b>Name of villages or ward of urban area</b>	<b>Name Of Tehshil</b>
31	Champatpur	Ajaigarh
32	Chandaura	Ajaigarh
33	Chandrawal	Ajaigarh
34	Chataini	Ajaigarh
35	Chunaha	Ajaigarh
36	Deogaon	Ajaigarh
37	Dewalpur	Ajaigarh
38	Dewra Bhatpur	Ajaigarh
39	Dharampur	Ajaigarh
40	Dhawari	Ajaigarh
41	Dugaraho	Ajaigarh
42	Farswaha	Ajaigarh
43	Gadarpur	Ajaigarh
44	Gumanganj	Ajaigarh
45	Hanumatpur	Ajaigarh
46	Hardi	Ajaigarh
47	Harnampur	Ajaigarh
48	Harseni	Ajaigarh
49	Hirapur	Ajaigarh
50	Icholiya	Ajaigarh
51	Imlahat	Ajaigarh
52	Jahangirabad	Ajaigarh
53	Jaitupur	Ajaigarh
54	Jhinna	Ajaigarh
55	Jigni	Ajaigarh
56	Kadraha	Ajaigarh
57	Kajipur	Ajaigarh
58	Kalyanpur	Ajaigarh
59	Kalyanpur(Khora)	Ajaigarh
60	Katarra	Ajaigarh
61	Kathgaon	Ajaigarh
62	Keshawpur	Ajaigarh
63	Kewatpur	Ajaigarh
64	Khamariya	Ajaigarh
65	Kharoni	Ajaigarh
66	Khora	Ajaigarh
67	Khoram Jhapariya	Ajaigarh
68	Kiratpur	Ajaigarh
69	Kishunpur	Ajaigarh
70	Kudai	Ajaigarh
71	Kudra	Ajaigarh

<b>Sno.</b>	<b>Name of villages or ward of urban area</b>	<b>Name Of Tehshil</b>
72	Kunwarpur	Ajaigarh
73	Laincha	Ajaigarh
74	Laulas	Ajaigarh
75	Lodhapurwa	Ajaigarh
76	Madarka	Ajaigarh
77	Majgaon	Ajaigarh
78	Majhgawan Kalinjar	Ajaigarh
79	Majhgawan(Kodai)	Ajaigarh
80	Makari	Ajaigarh
81	Makhanpur	Ajaigarh
82	Manipur	Ajaigarh
83	Maukachh	Ajaigarh
84	Mohacha	Ajaigarh
85	Mohari	Ajaigarh
86	Nandanpur	Ajaigarh
87	Narayanpur	Ajaigarh
88	Nardaha	Ajaigarh
89	Nawasta	Ajaigarh
90	Nayagaon	Ajaigarh
91	Nizampur	Ajaigarh
92	Padraha	Ajaigarh
93	Pairaha	Ajaigarh
94	Partappur	Ajaigarh
95	Patha	Ajaigarh
96	Pista	Ajaigarh
97	Raipur	Ajaigarh
98	Rajapur	Ajaigarh
99	Ramnagar	Ajaigarh
100	Ramnai	Ajaigarh
101	Rampur	Ajaigarh
102	Rampur(Hardi)	Ajaigarh
103	Sabduwa	Ajaigarh
104	Salaiya	Ajaigarh
105	Salaiya	Ajaigarh
106	Sanguraiya	Ajaigarh
107	Shahpura	Ajaigarh
108	Sidhpur	Ajaigarh
109	Silona	Ajaigarh
110	Simarda	Ajaigarh
111	Simra Kalan	Ajaigarh
112	Simra Khurd	Ajaigarh

<b>Sno.</b>	<b>Name of villages or ward of urban area</b>	<b>Name Of Tehshil</b>
113	Singhpur	Ajaigarh
114	Sinhai	Ajaigarh
115	Sukwaha	Ajaigarh
116	Sunahara	Ajaigarh
117	Taroni	Ajaigarh
118	Tulapur	Ajaigarh
119	Udaipur	Ajaigarh
120	Vishramganj	Ajaigarh
121	ward 001 (Ajaigarh (NP))	Ajaigarh
122	ward 002 (Ajaigarh (NP))	Ajaigarh
123	ward 003 (Ajaigarh (NP))	Ajaigarh
124	ward 004 (Ajaigarh (NP))	Ajaigarh
125	ward 005 (Ajaigarh (NP))	Ajaigarh
126	ward 006 (Ajaigarh (NP))	Ajaigarh
127	ward 007 (Ajaigarh (NP))	Ajaigarh
128	ward 008 (Ajaigarh (NP))	Ajaigarh
129	ward 009 (Ajaigarh (NP))	Ajaigarh
130	ward 010 (Ajaigarh (NP))	Ajaigarh
131	ward 011 (Ajaigarh (NP))	Ajaigarh
132	ward 012 (Ajaigarh (NP))	Ajaigarh
133	ward 013 (Ajaigarh (NP))	Ajaigarh
134	ward 014 (Ajaigarh (NP))	Ajaigarh
135	ward 015 (Ajaigarh (NP))	Ajaigarh