



Request for Proposal For Selection of Third Party Auditor (TPA) For CM Helpline Call Center

RFP Reference No:	01/SAPS/2022
Date of Issue:	31/03/2022
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Disclaimer

- 1) This RFP document is neither an agreement nor an offer by the Madhya Pradesh State Agency for Public Services, (hereinafter referred to as "MPSAPS") to the prospective Bidders or any other person. The purpose of this RFP is to provide information to the interested parties that may be useful to them in the formulation of their proposal pursuant to this RFP.
- 2) MPSAPS does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP document and it is not possible for MPSAPS to consider needs of each party who reads or uses this document. RFP includes statements which reflect various assumptions and assessments arrived at by MPSAPS in relation to the statement of work. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. Each prospective Bidder should conduct its own assessment and analysis and check the accuracy, reliability and completeness of the information provided in this RFP document and obtain independent advice from appropriate sources.
- 3) MPSAPS will not have any liability to any prospective Bidder/ Firm/ or any other person under any laws (including without limitation the law of contract and tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP document, any matter deemed to form part of this RFP document, the award of the Assignment, the information and any other information supplied by or on behalf of MPSAPS or their employees, any agency or otherwise arising in any way from the selection process for the Assignment. MPSAPS will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon any statements contained in this RFP.
- 4) MPSAPS will not be responsible for any delay in receiving the proposals. The issue of this RFP does not imply that MPSAPS is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the services and MPSAPS reserves the right to accept/reject any or all of proposals submitted in response to RFP document at any stage without assigning any reasons whatsoever. MPSAPS also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted RFP Proposal.
- 5) The information given is not exhaustive on account of statutory requirements and should not be regarded as a complete or authoritative statement of law. MPSAPS accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
- 6) MPSAPS reserves the right to change/ modify/ amend any or all provisions of this RFP document. Such revisions to the RFP / amended RFP will be made available on the on the Madhya Pradesh Government e Procurement System website: <https://mptenders.gov.in>.

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Notice Inviting Tender (NIT)

Online tenders are invited for “**Selection of Third Party Auditor (TPA) For CM Helpline Call Center**”. The bids will be received online on the e-portal mptenders.gov.in up to **21/04/2022 2.00 PM** indicated below. The online tenders will be opened in the office of the undersigned as mentioned in tender time schedule (key date). If desired, the bidder or their duly authorized representatives may remain present online at the time of opening of tender: -

Sr. No	Tender Specification No	Name of the Work/Services	Tender Fees including GST @18% (In INR)	EMD (In INR)	Due date of opening of technical bid online
1.	01/SAPS/2022	Selection of Third Party Auditor (TPA) For CM Helpline Inbound and Outbound Call Center under MPSAPS, Govt. of Madhya Pradesh	5000/- INR (Five Thousand)	5,00,000/- INR (Five Lakhs)	22/04/2022

NOTE: -

- (1) Other details can be seen in the complete tender documents available on the e-portal <https://mptenders.gov.in>.
- (2) Tender documents can be downloaded from main portal <https://mptenders.gov.in> free of cost. However, for participation in the tender, the bidder has to pay non-refundable tender fee amount. Only in case if the tender is dropped without opening, the tender fees shall be refunded after deduction of necessary portal charges. Manual purchase of tender is not allowed.
- (3) The bid data should be filled in and the bid seals of all the envelopes and the documents which are to be uploaded by the bidders should be submitted online as per time schedule (Key Dates).
- (4) The relevant portion of tender which bidders have to fill online would be available on above website on date mentioned. MPSAPS reserves the right to reject any or all the tenders or accept any tender in full or part as considered advantageous to MPSAPS, whether it is lowest or not, without assigning any reason whatsoever it may be.
- (5) Since the online bidders are required to sign their bids online using class III – Digital Certificates only, hence they are advised to obtain the same at the earliest. For further information, bidders

are requested to contact Madhya Pradesh State Electronic Development Corporation Ltd, State IT Centre, 2nd Floor, 47-A, Arera Hills, Bhopal-462011.

- (6) Bidders intending to participate in the Tender are required to get themselves trained on the e-Procurement System of MP eTender.
- (7) The required amount of EMD shall be accepted through online payment on mptenders portal (<https://mptenders.gov.in>).
- (8) The Bidders are required to upload the valid documentary evidence of submission of online EMD without which online technical bid shall not be opened. No offer will be accepted without valid Earnest Money Deposit. If on opening of tender, it is revealed that EMD amount is inadequate / any other discrepancy is noticed, the tender shall be rejected and EMD shall be returned to the bidder.
- (9) The corrigendum or addendum to the bidding documents, if any, as well as any change in due date(s) of opening of tender will be published on the website <https://mptenders.gov.in> and <http://www.mpedistrict.gov.in/MPL/Index.aspx> but will not be published in newspaper. Hence participant bidders are advised to regularly visit the websites until the bid opening. MPSAPS shall not be responsible in any way for any ignorance of the bidders about the corrigendum or addendum or change in the due date(s).
- (10) Only Online bids will be considered as Valid. If any bidder submits the Hard Copy of the Bid but fails to submit the Online Bid in that case the Bid would be rejected.

Executive Director
State Agency for Public Services

Abbreviations

Abbreviation	Description
BOM	Bill of Material
CCE	Call Center Executives
CCA	Call Center Agency
CMH	Chief Minister Helpline
CRM	Customer Relationship Management
DNCC	District Nodal Call Centre
DeGM	District e-Governance Manager
DeGS	District e-Governance Society
District HQ	District Head Quarter
DMPSM	District Manager, PSM Department.
EMD	Earnest Money Deposit
EPF	Employee Provident Fund
ESIC	Employee State Insurance Corporation
FY	Financial Year
GSTIN	Goods and Service Tax India Number
MIS	Management Information System
MOA	Memorandum of Agreement
MPSAPS	Madhya Pradesh State Agency for Public Services
NDA	Non-Disclosure Agreement
NIT	Notice Inviting Tender
PSM	Public Service Management
RFP	Request for Proposal
SLA	Service Level Agreement
TPA	Third Party Auditor
CCSP	Contact Center Solution Provider
SWAN	State Wide Area Network
SP	Service Provider

Key Dates

Name of Work and services	Selection of Third Party Auditor (TPA) For CM Helpline Inbound and Outbound Call Center under MPSAPS, Govt. of Madhya Pradesh
Tender Specification number	01/SAPS/2022
Last date of submission of Online Tender	21/04/2022 up to 14:30 Hrs.

Sr. No.	Tender Stage	Date (DD/MM/YYYY) & Time
1)	Publishing Date	31/03/2022 17.00 Hrs.
2)	Document Download / Sale Start Date	31/03/2022 17:00 Hrs.
3)	Pre-Bid Meeting Date (Through VC) https://meet.google.com/pjh-uunk-rws	07/04/2022 12.00 Hrs.
4)	Bid Submission Start Date	14/04/2022 18.00 Hrs.
5)	Bid Submission Closing Date	21/04/2022 14.30 Hrs.
6)	Bid Opening Date	22/04/2022 15.00 Hrs.
7)	Financial Bid Opening Date	Will be informed subsequently to eligible & technically qualified bidders.

Note: -

- (1) The bidders are required to submit all the desired documents online only.
- (2) The bidders may please keep themselves updated regarding price bid opening from the MP Tender Portal.
- (3) In case of any of above dates is declared as holiday / local holiday then the date will be shifted to next working day.

Section-I Vision and Objective of RFP

Government of Madhya Pradesh (GoMP) is operating CM Helpline 181. The primary purpose is to have a "Single Contact Number" for registering grievances and obtaining services rendered by the State Government and its entities. The CM Helpline Call Centre is an important medium which helps the Govt. of Madhya Pradesh to interact with citizens & improve grievance redressal & Citizen Services. The Call Center handles incoming and/or outgoing telephone calls; from /to the citizens. Different Call Center Agencies has been involved to run these inbound and outbound call centers. The agencies have to run the call center as per the KPI and SLA mentioned in the particular RFP. To audit the performance, KPI and SLA of the services rendering by the agencies TPA is required.

For the above-mentioned purpose, a Third Party Auditor needs to be appointed. This RFP is for Selection of Third Party Auditor (TPA) For CM Helpline Inbound and Outbound Call Center System under MPSAPS, Govt. of Madhya Pradesh.

Section-II Essential Tender Information

#	Particulars	Details
1)	Name of works/services to be procured	Selection of Third Party Auditor (TPA) For CM Helpline Inbound and Outbound Call Center under MPSAPS, Govt. of Madhya Pradesh
2)	Purchaser	Madhya Pradesh State Agency for Public Services (MPSAPS)
3)	Tender/Bid Specification Number	01/SAPS/2022
4)	Bidding Type	e-Procurement
5)	Tender/Bid Currency	Indian National Rupee (INR)
6)	Non-refundable Bid document fee/Tender fee (INR)	5000/- INR (Five Thousand)
7)	Earnest Money Deposit (INR)	5,00,000/- INR (Five Lakhs)
8)	Bid validity period (in days)	180 days (from the date of Opening of Technical Bid)

Section-III Eligibility Criteria for Bidders

General eligibility

S.No	Eligibility Criteria	Supporting Documents Required
1)	The Bidder should be an Information Technology Service based Company/IT consulting company/Society/Firm/LLP registered in India at least since last 5 (five) years. Joint venture / consortiums shall not be allowed.	a) Attested copies of Memorandum and articles of association of Company in case of company, or attested copy of registration certificate under firms and societies in case of Firms. b) Attested copy of partnership deed of the firm, if firm is a partnership firm. c) List of its present directors/owners/ Executive council members/ trustees/ board members of the bidder (as applicable) on official letter head of the bidder duly signed by the authorized signatory of the bidder. d) Affidavit of authorized signatory on its official letter head duly signed by its board of Directors.
2)	The bidder must have valid Goods & Service Tax (GST) registration.	Attested copy of the Goods & Service Tax registration certificate.
3)	The bidder must have valid PAN Card.	Copy of original PAN card.
4)	No deviations from terms and conditions of Bid document.	Proforma for "No deviations" given in "Bidding Forms A-2" of this bid document duly filled and signed by the bidder is to be provided to the MPSAPS.
5)	The bidder should not be black listed by any State Government, Central Government as on the date of Bid Submission.	An undertaking to this effect should be submitted by the bidder on its letter head.

Technical Eligibility

#	Eligibility Criteria	Supporting Documents Required
1)	<p>The bidder should have successfully completed at least one 100 seater audit/Third Party Audit Projects for Call Centre/in India for Government organizations (Central/ State/ Public Sector Undertaking (PSU)/ /Scheduled Commercial Bank , Telecom Service Providers as below during last (5) years (FY 2016-17, FY 2017-18, 2018-19, 2019-20 and FY 2020-21):</p> <hr/> <p>The bidder should have successfully completed Third Party Audit Projects in India for Government organizations (Central/ State/ Public Sector Undertaking (PSU)/ Public Sector Bank (PSB)/ during last (5) years (FY 2016-17, FY 2017-18, 2018-19, 2019-20 and FY 2020-21):</p> <p><i>The below mentioned order values are applicable for the above criteria:</i></p> <p>One single order with minimum value of INR 4/- Crores.</p> <p style="text-align: center;">[OR]</p> <p>Two (2) orders, with each of minimum value of INR 2.5 crores.</p> <p style="text-align: center;">[OR]</p> <p>Three (3) orders, with each of minimum value of INR 2 crores</p>	<p>Work order /agreement and Certificate from the respective client mentioning name of the project, duration of work and value of the project (for each project)</p> <p>For ongoing projects bidders should have received 50% cost of the proeject in the mentioned years. Client certificate/CA certificate along with a valid UDIN is required to be submitted.</p>
2)	<p>Bidder must have average annual turnover of atleast INR 50 Crores in any of the three (3) consecutive financial years (FY 2017-18, 2018-19, 2019-20, 2020-21).</p>	<p>Copies of Audited statements like Balance Sheet, P&L statement along with certificate from statutory auditor stating turnover. CA certificate along with a valid UDIN is required to be submitted.</p>
3)	<p>The bidder should have a valid CMMI level 3 or above Certification.</p>	<p>Bidder should submit copy of certificate.</p>

Section-IV Instructions to Bidders (ITB)

1. Definition(s)

In this bid document (including all the appendices), unless the context otherwise requires, the terms given below shall have the following meanings assigned to them:

- 1.1.** "Addendum" shall mean any other document issued to the bidders in addition to the bid document by the MPSAPS in the context of this bidding process.
- 1.2.** "Agency" shall mean the successful bidder who has received the Letter of Award from the MPSAPS to execute the Contract.
- 1.3.** "Award of Contract" shall mean the issue of the work order or the Letter of Award, whichever is earlier.
- 1.4.** "Bid/Tender" shall mean the proposal/document that the bidder submits in the requested and specified form as mentioned in bid documents.
- 1.5.** "Bidder" shall mean the firm/party who quotes the offer against a tender or enquiry.
- 1.6.** "OEM" shall mean a firm which has developed the call management application license product and holds the copyright of the proposed product.
- 1.7.** "Bid documents" shall mean all the documents issued to the bidder to procure works/services.
- 1.8.** "BG" shall mean Bank Guarantee.
- 1.9.** "CMH" shall mean CM Helpline 181 Call Center being operated by SAPS.
- 1.10.** "District Nodal Call Center" shall mean call centers being operated by District Administration in distinct districts of Madhya Pradesh.
- 1.11.** "Companies Act" shall mean The Companies Act, 1956 (as amended or replaced from time to time).
- 1.12.** "Contract" means the Contract Agreement between the MPSAPS and the Agency, together with the Contract Documents referred to therein; all such documents shall constitute the Contract and the term Contract shall in all such documents be construed accordingly.
- 1.13.** "Contract value" shall mean the contract value, as adjusted after giving effect of (i) price escalation (if any as per contractual provisions), and (ii) changes in statutory taxes which is to be compensated by MPSAPS as per the contractual provisions (if any).

- 1.14. "Instruction" shall mean instruction issued by the MPSAPS from time to time during the Contract Period.
- 1.15. "Month" shall mean calendar month.
- 1.16. "Notice in Writing" or "Written Notice" shall mean a notice, in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post/e-mail to the last known private or business address or registered office of the addresses and shall be deemed to have been received when in ordinary course of post, it would have been delivered.
- 1.17. "MPSAPS" shall mean Madhya Pradesh State Agency for Public Services.
- 1.18. "Goods and Services" shall mean all the goods and services which the successful bidder is required to provide under the scope of work to the MPSAPS under the Contract.
- 1.19. "Work Order" means written order signed by the MPSAPS after the successful bidder has acknowledged the LoA.

2. Availability of Bid documents

The bid document will be uploaded on the MP Tender Portal and MPSAPS's website as mentioned in NIT, the same can be downloaded and submitted along with desired EMD on due date of submission as specified in Section-I "Essential tender information" of this bid document. The tender fees shall be submitted at the time of submission of the Bid.

3. Invitation of Bids

The MPSAPS is hereby inviting unconditional bids for procuring goods and services as specified in Section-V: Scope of Work of this bid document through domestic competitive bidding (open bidding mode) from bidders fulfilling the criteria specified in Section-III "Eligibility criteria for bidders of this bid document. The essential tender information has been provided in Section-II "Essential tender information of this bid document.

4. Responsibility of bidder(s)

- 4.1. The MPSAPS will not assume any responsibility regarding information gathered, interpretations or conclusions made by the bidder or regarding information, interpretations or deductions the bidder may derive from the data furnished by the MPSAPS or any other data.
- 4.2. Verbal agreement or conversation with any officer/employee of the MPSAPS either before or after the submission of bid shall not affect or modify any of the terms and conditions or obligations contained herein.
- 4.3. It shall be the sole responsibility of bidders to determine and to satisfy themselves by such means as they consider necessary or desirable as to all matters pertaining to this bidding

process including in particular all factors that may affect the cost, duration and execution of the contract.

5. Eligibility criteria

- 5.1.** The bidder shall furnish, as part of their unconditional bid, documents establishing the bidder's qualifications to supply goods and services to the satisfaction of the MPSAPS. The detailed eligibility criteria are listed out in Section-III: Eligibility criteria of Bidders of this bid document.
- 5.2.** Notwithstanding anything stated therein, the MPSAPS reserves the right to inquire and review the bidder's capability and capacity to perform the work during the course of evaluation.

6. Project site visit

- 6.1.** The bidder is advised to visit and examine the site and its surroundings where the services is to be supplied and obtain for himself on his own responsibility all information that may be necessary for preparing the bid, submission of offer and entering into the Contract. The cost of visiting the site shall be borne by the bidder.
- 6.2.** The bidder and any of its authorized personnel shall be granted permission by the MPSAPS to enter in its premise(s) for the purpose of such inspection, but only upon the condition that the bidder and its personnel shall release and indemnify the MPSAPS and its personnel from and against all liability in respect thereof and shall be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of such inspection/visit.

7. Process to be Confidential

- 7.1.** This bid document and any other document(s) released, information provided, discussions held, etc., as part of the bidding process, is strictly confidential and must not be divulged to anyone who is not directly involved in preparation of the bid, and the bidder(s) shall keep all information within this proposal or gained during the bidding or other processes confidential. No information or publicity will be allowed to any third party unless specific written authorization is obtained from the MPSAPS.
- 7.2.** The successful bidder shall sign a Non-Disclosure Agreement as given at "Bidding Form A-9".

8. Clarifications on bid documents

- 8.1.** The bidders are expected to be fully conversant with all the clauses of the bid document before responding to it. However, prospective bidder(s) requiring any clarification on bidding documents may notify the MPSAPS in writing through email, to the address as mentioned in Section-II "Essential tender information of this bid document.
- 8.2.** The queries shall be accepted only from the accredited/authorized officers or executives of the bidder(s).
- 8.3.** The MPSAPS will respond only to those queries or request(s) for clarification that it receives during pre-bid conference or prior to the scheduled/extended date and time of pre-bid

meeting. Replies to the clarifications sought and corresponding amendment(s) to the bid, if any, will be uploaded on the <https://mptenders.gov.in> and also on MPSAPS's website <http://www.mpedistrict.gov.in/MPL/Index.aspx>. All such clarifications shall form part of the bid documents and shall be incorporated in the bidder's Proposal.

- 8.4. The MPSAPS reserves the right to defer/decline responding or addressing to such queries/clarification sought that it feels are inappropriate without assigning any reasons whatsoever.
- 8.5. The copies of all the replies/clarifications issued by the MPSAPS shall be circulated among all the bidders without disclosing the source of the queries.

9. Preparation of Bids

- 9.1. The bidder shall submit online unconditional bid in response to this tender/bid document.
- 9.2. The transfer of bid document(s) purchased by one bidder to another is not permissible in any case. Such bids shall be summarily rejected by the MPSAPS.
- 9.3. The price bid should be duly filled and signed in accordance with the terms and conditions specified in bid documents thereto for online submission.
- 9.4. No corrections, even with signature, shall be allowed in the schedule of price, the rates quoted in the schedule of prices shall also be signed with date by bidder before submitting the bid. Non-compliance with these conditions will make the bid liable to rejection.
- 9.5. Bid documents shall be written legibly and free from erasure, overwriting or conversions of figures. Any corrections, where unavoidable, shall be made by crossing it out, duly signed with date. The bids found with over writing, erasures, etc. are likely to be rejected.
- 9.6. General information, which is not specifically requested for in the bid documents, must be uploaded along with techno-commercial proposal.

10. Bids by JV / Consortium

- i. The JV / Consortium shall not be permitted.

11. Deviations from terms and conditions of the bid

The bidder/Agency must upload A-2: Proforma for "No Deviations" from Terms and Conditions of Bid Document given as Annexure duly filled and signed by the authorized signatory of bidder.

12. Bid Forms

- 12.1. Wherever a specific form or schedule is prescribed in the bid document, the bidder shall use the same to provide relevant information. If the form or schedule does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the required information. For all other cases, the bidder shall design a form to provide the desired information.
- 12.2. MPSAPS shall in no case be bound by any printed conditions or provisions in the bidder's bid forms whatsoever.

13. Conditional Bid

- 13.1. The bidders shall offer only unconditional bid(s) as conditional bid(s) are liable to be rejected.
- 13.2. Bidder's terms and conditions enclosed with the proposal/offer will not be considered as a part of the Bid under any circumstances whatsoever it may be. These types of bids shall be deemed as conditional bids and shall stand liable for rejection.

14. Deadline for submission of bids

- 14.1. Bids must be submitted online, no later than the time and date specified in Section-II "Essential tender information" of this bid document.
- 14.2. The MPSAPS may, at its discretion, under intimation to the bidders who have purchased the bidding documents, extend the deadline for the submission of bids/opening of bids by issuing an addendum, in which case all rights and obligations of the MPSAPS and bidders previously subject to the original deadline shall thereafter subject to the deadline as extended.

15. Late Bid

Bid(s) received by the MPSAPS after the bid submission/opening deadline as prescribed in the bid documents will be summarily rejected and shall be returned unopened to the bidder(s).

16. Withdrawal of Bids

The bidder shall not be permitted to withdraw their bid during the interval between bid submission deadline (as mentioned in Key Dates & Basic Tender Information) and the period of bid validity as per Section-II: Essential Tender Information. If the bidder withdraws the bid during the above period, it shall result in the forfeiture of the EMD.

17. Associated cost of bid preparation and submission

- 17.1. The bidder shall bear all the cost and expenses associated with preparation and submission of its bid including post bid discussions, technical and other presentations, etc.
- 17.2. The MPSAPS shall in no case be responsible for or liable to the costs regardless of the conduct or outcome of the bidding process.

18. Pre-bid Meeting

- 18.1. The bidders may request for clarification or changes in the bid documents by submitting the issues prior to the pre-bid meeting date as specified in Section-II "Essential tender information" of this bid document. Queries submitted after the pre-bid meeting date and time are not liable to be entertained. The pre-bid queries shall be submitted through e-mail at (loksevamp@gmail.com, virendra.singh87@mp.gov.in) .
- 18.2. Any prospective Bidder may raise his queries and/or seek clarifications in writing before or during the pre-bid meeting. The interested Bidders may join the Pre-Bid Meeting through Video Conferencing for resolving their queries/clarifications, if any, on the RFP or any other

Bid Document. Any change in the schedule of pre-bid meeting would be communicated on the website only, and intimation to bidders would not be given separately.

- 18.3.** Link for Pre-Bid Meeting: <https://meet.google.com/pjh-uunk-rws>
- 18.4.** The purpose of such meeting is to clarify issues and answer questions on any matter that may be raised at that stage. MPSAPS may give such clarifications which are felt necessary. The response to queries will be uploaded on <https://mptenders.gov.in> website.
- 18.5.** Bidders are advised to be specific and post clause wise queries in an unambiguous manner. MPSAPS reserves the right not to respond to vague and frivolous queries. Queries shall be neatly typed/ written as per the following format:

Name and contact detail of company-				
SL #	RFP Section and sub-section	Page No	Clause/Content in the RFP	Clarification sought

19. Language of the bid

The bid prepared by the bidder and all documents relating to the bid, exchanged between the bidder and the MPSAPS shall be written in the English language, provided that any printed literature furnished by the bidder may be written in another language so long as the bid is accompanied by duly certified English translation of its pertinent passages. Failure to comply with this may disqualify a bid. For purposes of interpretation of the bid, the English translation shall prevail.

20. Amendment(s) to bid documents

- 20.1.** At any time prior to the deadline for submission of the bid or extended date, if deemed necessary, the MPSAPS reserves the right to add/modify/delete any portion of bid document by issue of an amendment/addendum, which will be sent to all such bidders, who have indicated their intention to bid. The MPSAPS will bear no responsibility or liability arising out of non-receipt of the same in time or otherwise by the bidder. The MPSAPS shall assume that the information contained therein have been taken into account by the bidder in its bid.
- 20.2.** The amendment(s) to bid documents shall be binding on all bidders.
- 20.3.** In a scenario where the interested bidder has already submitted its bid post which the MPSAPS issues an addendum/amendment to this bid document then such bidders shall be allowed to submit addendum to the already submitted bid.

21. Earnest Money Deposit (EMD)

- 21.1.** Bidder has to submit EMD online by making online payment on mptenders portal.
- 21.2.** Any bid proposal/offer not accompanied by the EMD shall be rejected.
- 21.3.** If on opening of bid any discrepancy in EMD is found (relating to amount, etc.), the bid shall be rejected.
- 21.4.** In case of successful bidders, the EMD shall be refunded after successful submission of security deposit/Contract performance guarantee by the successful bidder. No interest whatsoever shall be payable on such deposits lying with the MPSAPS.
- 21.5.** If the successful bidder fails to furnish the Performance Bank Guarantee within thirty (30) days after the issue of Letter of Award (LoA), its EMD shall be forfeited, subject to condition that no further time extension has been granted by the competent authority of the MPSAPS.
- 21.6.** In case the bidder is likely to be awarded the Contract or if its case has not been finalized, the EMD shall be retained for the period equal to the bid validity period. No interest shall be payable on such deposits lying with the MPSAPS.
- 21.7.** The MPSAPS reserves the right to forfeit EMD or part thereof in circumstances and initiate actions as deemed appropriate, which according to it, indicates that the bidders are not earnest in accepting/executing orders placed under given specifications.
- 21.8.** The bank charges (if any) shall be attributable to the bidder.
- 21.9.** EMD shall be forfeited in case of withdrawal or modification of a bid/offer after opening of the bids within the validity period as specified in Section-II "Essential tender information" of the bid document.

22. Documents comprising the bid

- 22.1.** Technical Bid (to be submitted online only): It shall contain all the documents as notified in Section-III Eligibility criteria of bidders of the bid document. Other documents/ Proforma (if any) provided in Annexure or elsewhere in the bid document and are pertinent to techno-commercial evaluation shall necessarily be furnished (duly filled and signed).
- 22.2.** Financial Bid: Price Bid-Price Bid shall be submitted online only in the Proforma as given in Bidding Forms A-3 (Price Schedule). While preparing the Price Bid, bidders are expected to consider the requirements and conditions outlined in the bid documents.

23. Submission of bid

- 23.1.** The bidders are requested to ensure that they furnish the bids online which should be DIGITALLY signed. Any correction / overwriting should be signed by the bidder. An offer with correction / overwriting without signature of the bidder is likely to be rejected.
- 23.2.** The Bidders are requested to ensure that all required schedules duly filled-in, are uploaded online. The bidders should also note that in absence of any of the schedules, their offer is likely to be rejected.
- 23.3.** Transfer of the documents purchased online by one bidder to any other bidder is not permissible.

- 23.4.** The submission of a tender by the bidder implies that he has read and accepted the instructions, conditions of the Contract and made himself aware of the scope and specifications of the work to be done/ supplies to be made. The MPSAPS will not, after acceptance of Contract rate, pay extra charges for any reason whatsoever, in case the bidder is found later to have misjudged any condition(s).
- 23.5.** Nobody is authorized to receive or issue receipt of bid delivered by hand.
- 23.6.** Post/Couriered/Telegraphic/Tele Fax/Telex/E-mail bids will not be accepted and will be summarily rejected.
- 23.7.** An authorized representative of the bidder shall initial all pages of the original proposal/offer. The authorization shall be in the form of a written power of attorney issued by Bidder in favor of authorized signatory.
- 23.8.** Bid shall be submitted in the forms attached herein and all blanks in the bid shall be duly filled in the original copy. The complete forms shall form part of Contract documents in case of successful bid.
- 23.9.** The bidder should quote the prices strictly online in the manner indicated herein failing which the bid is liable for rejection. The rate/prices shall be in words as well as in figures.
- 23.10.** No Post Bid development shall be allowed regarding any change in terms of prices or techno-commercial specifications. Notwithstanding anything contained to the contrary in the specifications of the bid or in subsequent exchange of correspondence, these conditions of Contract shall be binding on the bidder and any change or variation expressed or implied, however, made in the said condition shall not be entertained whatsoever.
- 23.11.** The bid documents include certain statements, description, projections etc. with respect to the MPSAPS and their businesses. They reflect various assumptions made by the management and/or their Agency. No representation, promise or warranty is given to their reasonableness, completeness or otherwise. The bidders are expected to make their own judgments of the same. Upon receipt of their bids, it shall be construed that they have based it on their own independent analysis and judgment.

24. Opening of bids

- 24.1.** The MPSAPS shall open online bids at the date and time for opening of bids as specified in Section-II "Essential tender information" of this bid document or on the date and time as intimated to the bidder on successful completion of evaluation of techno-commercial bids in case of Single-Stage Two-Envelope bidding. In the event of the specified date for the opening of bids being declared a holiday for the MPSAPS, the bids will be opened at the appointed time on the next working day
- 24.2.** Opening of Technical Bid: The technical bid shall be opened on the due date and time of bid opening as specified in Section-II Essential tender information of this bid document. The requirement for EMD shall be verified.
- 24.3.** Opening of Financial bid: Financial Part of only those Bidders shall be opened who are determined as having submitted substantially responsive bids and are ascertained to be qualified to satisfactorily perform the Contract. In case a bid is found to not qualify due to any reason, the same shall be notified by the MPSAPS to such Bidders and the price bid uploaded by them shall not be opened.

- 24.4.** In the event, the MPSAPS, in its discretion, decides not to open the bid for want of adequate response to the bidding, the MPSAPS may either extend the bid pursuant to respective clause of Section-IV: Instructions to Bidders or cancel the bidding process.
- 24.5.** It is to be noted that the bid evaluation will be executed strictly as per procedure mentioned in Bid evaluation section

25. Bid Evaluation

25.1. Preliminary Examination

- i. The MPSAPS will examine the bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- ii. The MPSAPS may waive any minor informality, nonconformity or irregularity in a bid that does not constitute a material deviation, whether or not identified by the Bidder in its bid, and that does not prejudice or affect the relative ranking of any Bidder as a result of the technical and commercial evaluation.

25.2. Examination of Substantive responsiveness and Qualification requirement

- i. Prior to the detailed evaluation, the MPSAPS will determine whether each bid is of acceptable quality, is complete and is substantially responsive to the Bidding Documents. Any deviations, conditionality or reservation introduced will be reviewed to conduct a determination of the substantial responsiveness of the bidder's bid. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the Bidding Documents without any material deviations, objections, conditionality or reservations and complies with all the statutory laws in force as amended from time to time. A material deviation, objection, conditionality or reservation is one (i) that affects in any substantial way the scope, quality or performance of the Contract; (ii) that limits in any substantial way, inconsistent with the Bidding Documents, the MPSAPS's rights or the successful Bidder's obligations under the Contract; or (iii) whose rectification would unfairly affect the competitive position of other bidders who are presenting substantially responsive bids.
- ii. During bid evaluation, the MPSAPS may, at its discretion, ask the Bidder for a clarification of its bid or ask for original document for verification. In case of erroneous/non-submission of documents required to be submitted by the Bidder as per the provisions of the Bidding Documents, the MPSAPS may give the Bidder not more than 2 working days' notice to furnish such documents, failing which the bid shall be rejected. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered or permitted.
- iii. Bids containing deviations from critical provisions will be considered as non-responsive.
- iv. If a bid is not substantially responsive, it will be rejected by the MPSAPS, and may not subsequently be made responsive by the Bidder by correction of the nonconformity. The MPSAPS's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

- v. The MPSAPS will ascertain to its satisfaction whether Bidders determined having submitted substantially responsive bids are qualified, as per the Qualification Requirement mentioned in the bid documents. The MPSAPS shall be the sole judge in this regard and the MPSAPS's interpretation of the Qualification Requirement shall be final and binding.
- vi. The determination will take into account the Bidder's financial, technical capabilities, in particular the Bidder's Contract work in hand, future commitments & current litigation and past performance during execution of contracts that have been awarded by the MPSAPS on the Bidder. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the MPSAPS deems necessary and appropriate. This shall, however, be subject to assessment that may be carried out, if required, by the MPSAPS.
- vii. An affirmative determination will be a prerequisite for the MPSAPS to evaluate the Techno - Commercial Part and to intimate successful bidders to be present on new date, time & location to open the online price schedule of the Bidder. A negative determination will result in rejection of the Bidder's bid.
- viii. The bid from those bidders shall not be accepted who failed to submit Performance Security on issue of Letter of Award (LoA) for any other Contract of MPSAPS in past 3 years.

25.3. Technical evaluation

- i. The MPSAPS will carry out a detailed evaluation of the bids of the Bidders in order to determine whether the technical aspects are in accordance with the requirements set forth in the Bidding Documents. In order to reach such a determination, the MPSAPS shall examine the information supplied by the bidders and other requirements in the Bidding Documents.
- ii. The bidders, whose bids are found to be substantially responsive, complete in all respects (as per necessary terms and conditions of bid document) and meeting minimum eligibility criteria as per Section-II Eligibility criteria of bidders shall be declared as qualified in technical evaluation.

25.4. Financial evaluation

- i. The bidders who are declared techno-commercially qualified shall stand eligible for price bid opening.
- ii. The bidder shall be deemed to have satisfied himself before bidding as to the correctness and sufficiency of his bid for the goods and services to be provided and prices stated in the schedule. The prices quoted shall cover all obligation of the bidder under the Contract and all goods and services necessary for the proper completion of supply of goods and services. The MPSAPS will examine the Price Bids to determine whether they are complete, whether any computational errors have been made and whether the bids are generally in order. The Price Bids containing any deviations and omissions from the contractual and commercial conditions and the Technical Specifications which have not been identified in the Bid Envelope are liable to be rejected.
- iii. The price shall be quoted online in Proforma for Price Schedule both in figures and words clearly and digitally signed by the bidder or its authorized signatory.
- iv. Price reasonability for bidders shall be exercised as per the discretion of the MPSAPS.
- v. The UNIT of measurement for quoting rate of the goods and services specified in the Price Bid should be noted carefully before quoting rate(s). The unit shall remain un-changed &

applicable as per the price schedule and quoted rate shall be considered only as per the specified unit(s) for purpose of comparison as well as placement of order. The bidder shall be bound to accept the same; else EMD shall be forfeited.

vi. The MPSAPS will open on-line Price Bid at the specified time and date.

vii. **The bidder with lowest financial quote (L1), shall be deemed to be the successful bidder to award the contract.**

26. Tie breaking

In case of a tie i.e., more than one bidder being adjudged as L1, the L1 bidder with highest annual turnover figure shall be awarded the Contract.

27. Canvassing of bids

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

28. MPSAPS's right to accept any bid, and to reject any or all bids

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

29. Currency of Price Bid

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

30. Interpretation of conditions of bid(s)

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

31. Validity of bids

31.1. The bidder's proposal must remain valid for acceptance for a period of 180 days from the date of opening of technical bid or any other extended date for their receipt or any other extended period consented upon by the bidders (The MPSAPS may ask the bidder to extend the validity period of their bid) and during this period no bidder shall be allowed to withdraw their bid. Any such withdrawal during the said period will entail forfeiture of EMD of such Bidder. The bidders

who agree to such extension shall confirm that they maintain the availability of the professional staff nominated in the proposal or in their confirmation of extension of validity of the proposal.

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

32. Issue of Letter of Award, Contract Signing

- 32.1.** MPSAPS shall award the Contract to the bidder whose bid has been adjudged successful after techno-commercial and financial evaluation and issue a detailed Letter of Award (LoA) to the successful bidder.
- 32.2.** Within Fifteen (15) days from date of issue of letter of award, the successful bidder shall furnish requisite Contract Performance Bank Guarantee (PBG) and execute an agreement on the prescribed form duly stamped for the due and proper fulfilment of the Contract. The cost of stamp paper including cost of revenue stamps and stationery charges shall be borne by the Agency.

33. Commencement Period and Effective date of contract

The Contract shall start on the date of signing of Contract agreement and such date shall be deemed as Effective date of contract for the contract purpose.

Section-V: Scope of Work

The broad scope of work of the Third Party Auditor (TPA) will be as follows:

1. Call Center SLA, Operation and Performance audit

- i. Overall compliance and KPIs of the RFP/agreement signed with the SP
- ii. During Operation and Maintenance phase, monitoring regularly and provide reports (list of reports given at annexure -2) on performance of service Validate any technical documents and/or change requests;
- iii. Monitoring the deployment, customization, integration & configuration whenever the next phase of project of CM Helpline implemented - (if applicable)
- iv. Quality analysis and audit for call center Agents, Team Leads and Trainers with performance and Grading
- v. Observation and Recommendations based on the audit and best practices in the industries
- vi. Create a framework for effective monitoring of the call center.
- vii. Review & assist in approval process of exit management plans provided by service provider(s).
- viii. Selected TPA will provide a dedicated google drive based repository where all the report/deliverable must be stored for CM Helpline/SAPS.
- ix. **Performance / SLA Audit** - whether the actual level of performance of the services is the same as specified in the contract of SP. TPA will identify the key issues / bottlenecks in the system and will suggest the mitigation plans.
 - a. Measuring the performance of the overall system in terms of availability & efficiency against the service levels already defined for SP.
 - b. Suggest corrective and preventive measures to Department and SP to enhance the performance of the system.
 - c. Undertake surprise (covert) and scheduled (overt) daily visits of call center, to ensure adherence to SLAs and RFP requirements.
 - d. Knowledge Transfer (KT) with required documentation to the client or authorized representative.
 - e. Monitoring the performance of the SP against the project plan.

2. Infrastructure(Hardware and software) Inventory Audit

a) Application/CRM audit– which will include:

- i. Functionality audit *vis-a-vis* the FRS agreed upon during development phase.
- ii. Identify the nature and type of transactions being processed by the Application Systems.
- iii. Determine systematic measures implemented to control & secure access to the application programs & data including password controls, user authentications, roles & responsibilities, audit trails & reporting, configuration & interface controls etc.
- iv. Review of database structure including:
 - a. Classification of data in terms of sensitivity & levels of access,
 - b. Security measures over database installation, password policies & user roles & privileges,
 - c. Access control on database objects – tables, views, triggers, synonyms, etc.
 - d. Database restoration and recoverability

- e. Audit trails configuration and monitoring process
- f. Network connections to database

b) Review & Implement Security Policies & Controls – will include:

- a. Review of Backup process, including schedule, storage, archival and decommissioning of media
- b. Physical Access Controls Review (over DC and other critical area)
Review of Change Management Process
Incident management process – covering identification, response, escalation mechanisms.
- c. Anti-virus (malware) controls – patching, virus definition file update.
General Computer Controls Review

c) Audit of IT and non-IT Infrastructure – which will include

- Monitoring the deployment of IT, non-IT infrastructure including Data center and Disaster recovery center as per the BOM specified for the SP.

3. Closure of activities

TPA will define a suitable Exit Management Plan ensuring smooth transition from SP to CM Helpline/MPSAPS. An indicative list of various activities covered during this phase is as follows:

- a. Handover of project assets either in softcopy or hardcopy format. The artifacts should be clearly titled, indexed and its significance indicated,
- b. Master document in both softcopy and hardcopy format that lists all assets handed over to CM Helpline/MPSAPS with description of each and its significance,
- c. Knowledge transfer to CM Helpline/MPSAPS listing the learning, best practices followed, challenges faced (both managerial and technical), and improvements suggested.

4. Onboarding and Go-Live of new Service provider (if applicable)

The TPA will conduct/assist in the User Acceptance Testing (UAT) and Audit of the system on the completion of the pilot for each phase and will submit a Go-Live Report for each phase. It will be the responsibility of TPA to assess and certify the CM Helpline solution and associated infrastructure & services for each phase ensuring that the solution meets all the functional & security requirements and meets all the standards & specifications as set out and needed to achieve the desired outcomes.

- a. The Go-Live report will include **(but not limited to)** recommendation on:
 - b. Hardware at various locations and data center.
 - c. Overall CM Helpline solution
 - d. Networking equipment & connectivity.
 - e. Security & performance standards of the overall solution..
 - f. Handholding Support.
 - g. Any corrective or preventive actions required from any of the Stakeholders.
 - h. Highlight the changes required in the applications and ensure that the suggested changes are incorporated in the system by the SP.
 - i. Recommendations for rollout of the project including the suggestions on the rollout strategy.

Section-VI: General Conditions of Contract (GCC)

1) MPSAPS's representative

- i. MPSAPS shall appoint controlling Officer/Officer-in-charge after award of Contract, who shall carry out the functions and obligations of the MPSAPS under the Contract.
- ii. Any decision, instruction or approval given by the Controlling Officer /Officer-in-charge of the MPSAPS shall be binding on the Agency.
- iii. All notices, instructions, orders, consents, certificates, approvals and all other communications under the Contract shall be given by the Controlling Officer/ Officer-in-charge.
- iv. The Controlling Officer/ Officer-in-charge may authorize his representative(s) as site-in-charge for the works/services.

2) TPA's Representative

- i. The TPA shall provide at least one competent representative (name, address, telephone number, email ID, identity proof of the representative shall be communicated in writing to the Controlling Officer/officer-in-charge by the Agency) to supervise the works/services. The said representative shall be present whenever required and should be approachable in person or on phone at time and location as specified by the MPSAPS. Any written order or instruction which the Controlling Officer/officer-in-charge or his duly authorized representative may give to the said representative of the Agency shall be deemed to have been given to the Agency.
- ii. The Controlling Officer/officer-in-charge shall be at liberty to object to the presence of any representative or person employed by the Agency for execution of the Contract or otherwise at the site, who in his/her opinion is found to have misconducted himself/herself or be incompetent or negligent and the Agency shall remove the person so objected to, upon receipt from the Controlling Officer/ officer-in-charge a notice in writing requiring him to do so and shall replace with a competent representative at the Agency's risk and expense.

3) Bankruptcy/Insolvency of the TPA

- i. If the TPA becomes insolvent, compound with his creditors, has a receiving order made against him or carries on business under a receiver for the benefit of the creditor or any of them or being a partnership firm, become dissolved or being a corporation goes in to liquidation or becomes to be wound up, not being a voluntary winding up for the purpose only of amalgamation or reconstruction, the MPSAPS shall be at liberty to give such liquidated, received, or other person in whom, the Contract may become vested, the option thereof to award the Contract or a portion, thereof to be determined by the MPSAPS subject to his/her providing an appropriate guarantee for the performance of such Contract.

4) Force Majeure

- i. Force Majeure means any event or circumstance or combination of events and circumstances including those stated below that wholly or partly prevents or unavoidably delays an affected party in the performance of its obligations under this Agreement, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the affected party and could not have been avoided if the affected party had taken reasonable care or complied with prudent utility practices.
- ii. Act of God, including, but not limited to lightning, drought, fire and explosion (to the extent originating from a source external to the site), earthquake, volcanic eruption, landslide, flood,

cyclone, typhoon, tempest, tornado, mutiny, civil commutation, riot, terrorist attack, strike, lock-out, exceptionally adverse weather conditions which are in excess of the statistical measures for the last hundred (100) years, any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, direct or indirect political events; or any event or circumstance of a nature analogous to any of the above.

- iii. A notification to this effect duly certified by statutory authorities shall be provided by the Agency to the MPSAPS.
- iv. The authority as decided by the MPSAPS (including committee, etc.) shall decide upon Force Majeure cases and the decision of such authority shall be final and binding on bidder/Agency.

5) Damage to property and injury to personnel

- i. The Agency shall indemnify and keep indemnified the MPSAPS against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the execution of the Contract and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto.
- ii. In case it is found that any theft or damage has occurred to the property or premises of the MPSAPS due to negligence of personnel in performing their duty and/or absence from the place of duty and/or not providing substitute by the Agency or any other reason, the cost of all such losses or damages as assessed by the MPSAPS shall be recovered from the Agency from their Contract Performance Guarantee or in any other manner as may deemed fit.
- iii. The MPSAPS shall be deemed to be indemnified by the Agency for lapses or other mischief's etc. by its personnel.

6) Settlement of Disputes and Arbitration

- i. If any dispute or difference of any kind whatsoever arises between the MPSAPS and the Agency in connection with or arising out of the Contract, the parties will make every effort to resolve amicably such dispute or difference by mutual consultation convened by Director General (DG), MPSAPS for this matter. After sixty (60) days from the date the dispute is first brought to the notice of either party, if the parties have failed to resolve their dispute or difference by such mutual consultation, then the dispute shall be referred in writing by either party to initiate the Arbitration process.
- ii. The arbitration proceedings shall be conducted in accordance with the Madhya Pradesh Madhyastham Adhikaran Adhiniyam, 1983 as amended. The cost of the arbitration shall be equally shared by the MPSAPS and the Agency. The arbitration shall be conducted at the Headquarters of Arbitrator (Adhikaran) or Office of MPSAPS as may be applicable.
- iii. Notwithstanding any disputes with reference to the Contract pending for arbitration, the Agency shall continue to perform its obligations in accordance with the MPSAPS's decision or instruction, and MPSAPS shall also continue to perform its obligations under the Contract including payment of any undisputed monies due to the Agency.

7) Jurisdiction

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

8) Blacklisting

In case(s) of severe default(s) by the Agency the process of blacklisting or debarring of Agency and recoveries (if any) thereof may be undertaken by the MPSAPS if deemed necessary.

9) Taxes

- i. The TPA shall be responsible for payment of all taxes, duties and statutory/local levies arising as a result of commercial transactions under this Contract. MPSAPS shall not be responsible for any tax related liability.
- ii. The TPA shall furnish break-up of the quoted prices and taxes strictly as per the format of the price schedule provided with the bid document. All taxes and duties shall be quoted separately in appropriate column of price schedule, as applicable on last date of submission of bid.

10) Conflict of Interest

- I. The bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in the bidding process if including but not limited to:
 - a) they have controlling shareholders in common; or
 - b) they receive or have received any direct or indirect subsidy from any of them; or
 - c) they have the same legal representative for purposes of this bid; or
 - d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to material information about or improperly influence the bid of another Bidder, or influence the decisions of the MPSAPS regarding this bidding process; or
- II. The vendor shall not engage and shall cause his personnel not to engage, either directly or indirectly in any business or professional activities in the State of Madhya Pradesh and elsewhere, which would conflict with the activities assigned to him under this Agreement.

11) Corrupt or Fraudulent Practice(s)

- i. The MPSAPS requires that the bidders observe the highest standard of ethics during the procurement and execution of the Contract(s)
- ii. In pursuance of this policy, the MPSAPS defines, for the purposes of this provision the terms set forth below as follows:
- iii. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of an official/employee involved in the procurement process or in execution of the Contract.
- iv. "Fraudulent practice" means misinterpretation of facts or information in order to influence the procurement process or the execution of Contract to the detriment of the MPSAPS, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the MPSAPS of the benefits of free and open competition.
- v. The MPSAPS will reject a bid or cancel the Contract if already placed, if it determines that the bidder recommended for Award or on whom the Contract/Award has already been placed has engaged in corrupt or fraudulent practices in competing for the Contract/Award in question.
- vi. The MPSAPS may declare a bidder ineligible for issue of Contract/Award, either indefinitely or for a stated period of time, if it any time determines that the bidder has engaged in corrupt or fraudulent practices in competing for or in executing an earlier Contract of the MPSAPS.

Section-VII: Special Conditions of Contract (SCC)

1 Period of Contract

- i. The TPA shall provide Audit services during the contract period of **03 (three) years**, which can be **extended further 2 years (one year at a time)**.

2 TPA's personnel

2.1 General

The TPA shall employ and provide such qualified and experienced Personnel of the RFP. The designations, names and other particulars of each of the TPA's Personnel required in carrying out the Services are described on this RFP. All Consultants personnel should be full time employee as well as on the payroll of the TPA.

2.2 Working Hours, Overtime, Leave, etc.

The Consultants shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as under the policy of -/CM Helpline, and the TPA's personnel remuneration shall be deemed to cover these items. Any taking of leave by any Personnel for a period exceeding 3 days shall be subject to the prior approval of CM Helpline, and the TPA shall ensure that any absence on leave will not delay the progress and quality of the Services.

2.3 Resource Requirements

To accomplish the Audit task, 3 (Three) dedicated and fulltime consultants to be deployed in SAPS/CM Helpline. TPA would be required to deploy an appropriate team consisting of members / consultants which will be at least as per the below mentioned requirements.

- a) The team should consist of resources with prior experience in IT/e-Governance consulting with Security Audit experience.
- b) Each member of the team must be a full time employee as well as on the payroll of the TPA.
- c) The Consultants will undertake not to sub-contract any part of this scope of work to third parties.
- d) The team shall be deployed on an exclusive basis; no resource deployed under this project will work on any other engagement and a declaration for the same to be provided.
- e) All members shall work from the MPSAPS/CM Helpline office in Bhopal for the period of the project.
- f) Necessary handholding should be done during the transition period for at least 15 days.
- g) In case, any consultant work is not satisfactory, consultants will replace the resource within a month time.
- h) Qualification and experience expected from the members of the TPA are provided in **Annexure-1**.

3 Composition of the TPA team

Sr. No	Levels	Composition of the TPA	Unit
1	L1	Lead Auditor cum Team Lead	1
2	L2	Sr. Consultant (IT Infrastructure expert)	1
3	L2	Sr. Consultant (Quality cum MIS expert)	1

3.1 Project location

The TPA team will be required to work in the Madhya Pradesh state throughout the duration of the project. The TPA should budget in the travel costs within the State to capture the data (if required).

3.2 **Working Hours / Days**

- a. The working of call center is working 24/7 so. The consultant may be required to work in different shifts in a week as deemed by the client. Every consultant will have a weekly off as per roster prepared by the client also the client may sanction leave for the said resources.

4 Payment terms

- a. The TPA shall be paid for its services on quarterly basis based on submission of invoices.
- b. SAPS shall pay to the TPA, only the undisputed amount after deducting the applicable taxes, if any.

SAPS shall pay to the TPA within 45 (Forty-Five) days after the receipt of invoice.

- c. Deductions if any shall be as per SLA clauses mentioned in this RFP.
- d. All payments under this Agreement shall be made to the account of the TPA as may be notified to SAPS by the TPA.

5 **Price escalation:**

There will be a flat 05% (five) price escalation annually (from the agreement date) on the quoted price.

6 **Liquidated damages and penalties**

6.1 **Liquidated damages**

In case the successful TPA encounters conditions that are likely to affect the timely delivery of the systems and performance of Services during the performance of the Contract, they shall promptly notify SAPS in writing of the fact of the delay, its likely duration and its cause(s) with justification. As soon as practicable after receipt of the successful bidder notice, SAPS shall evaluate the situation and may, at its discretion, extend the Successful TPA time for performance with or without liquidated damages.

Except as provided above, a delay by the successful TPA in the performance of its delivery obligations shall render the successful bidder liable to the imposition of liquidated damages pursuant to conditions of Contract.

6.2 **Penalties and Service Level Agreement (SLA)**

Subject to conditions of Contract if the successful bidder fails to deliver or perform the Services within the period(s) specified in Milestones indicated in Annexure -2 (Payment Schedule), SAPS shall, without prejudice to its other remedies under the Contract, deduct from the PBG. However if the delay (including extended timelines) is beyond Three weeks, the contract may be terminated by SAPS and the Performance Bank Guarantee can be forfeited.

A. Deployment Penalties

Subject to conditions of contract if the successful bidder fails to commence the activities within the time period, MPSAPS shall without prejudice to its other remedies, under the contract may levy following penalties:-

- a. First time deployment of all the resources within 60 days after the agreement is signed. Penalty of Rs. 2, 000/- per day per resources if not deployed.
- b. Shortfall of attendance of resources deployed, if a resource is absent for 3 consecutive working days without any prior notice & approval, Penalty of Rs. 1000 per day per resource absent, starting from the 3rd day onwards.
- c. Replacement of resource is allowed only one resource during the project duration. If there is more replacement SAPS may impose penalty @ Rs. 100,000/- per resource for replacement after one replacement. If the resources proposed by the bidder in their bid is not deployed it will be considered as replacement.
- d. The deployed resources should not be engaged in any activity other than MPSAPS/CM Helpline. If it was found that a deployed consultant is/are working in any other project, penalty to TPA @ Rs.2,00,000/- Per resource may be imposed.

Note: -

1. If the delay in deployment is beyond the timelines as per above, and no extension of time is given by the MPSAPS, the contract may be terminated by MPSAPS and the PBG shall be invoked.
2. It is clarified here that if the delay in deployment of resources is on the request of the MPSAPS/ CM Helpline then, no penalty shall be imposed on the bidder for that time period.
3. The CV's of the all consultants should be submitted to the SAPS along with the bid. The final deployment of the consultants will be taken place only after interview and approval from the SAPS/CM Helpline.
4. CM Helpline/ SAPS may require replacement of any resource. Penalty for deployed resource based on CM Helpline/SAPS request will not consider under penalty.

B. Operational Penalties:-

If there is a delay in submission of deliverables beyond the timelines mentioned, penalty to TPA @ 2,000 Rs. Per deliverables per day may be imposed till the deliverables are submitted. If the delay is beyond 7 days then the penalty will be imposed at the rate of 5,000/- per day per deliverables. If the delay is more than 14 days then a penalty of Rs. 10,000/- per day would be imposed.

Note: -

1. The penalties, if applicable, shall be deducted from the quarterly payment against the invoices submitted by the TPA .
2. Penalty shall not be deducted from the payment, if the circumstances are beyond the control of consultants.
3. The TPA has to perform the task as per scope of work mentioned in the RFP. If it is found that TPA has not performed the task as per scope penalty of 1% shall be imposed on quarterly payment.

6. Obligation of The TPA

6.1 General

a. Standards of Performance:

The TPA shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The TPA shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to SAPS, and shall at all times support and safeguard SAPS's legitimate interests in any dealings with Third Parties. All services expected to be delivered by the TPA would be time bound and in line with submitted project plan. Any SLA for the project would be bound for the TPA too.

b. Terms of Reference:

The scope of Services to be performed by the TPA is specified in the Scope of Work. The Consultant shall provide the Deliverables specified therein in conformity with the time schedule stated therein.

c. Applicable Laws:

The TPA shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that the Personnel and agents of the TPA comply with the Applicable Laws.

6.2 Confidentiality

The TPA, and its Personnel shall not, either during the term or within five years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by SAPS to the TPA, and its Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to SAPS's employees, officers or other professionals or suppliers, customers, or contractors of the SAPS; and any other information which the TPA is under an obligation to keep confidential in relation to the Project, the Services or this Agreement ("Confidential Information"), without the prior written consent of SAPS.

Notwithstanding the aforesaid, the TPA and its Personnel may disclose Confidential Information to the extent that such Confidential Information; was in the public domain prior to its delivery to the TPA, and its Personnel of either of them or becomes a part of the public knowledge from a source other than the TPA, and its Personnel;

was obtained from a third party with no known duty to maintain its confidentiality; is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the TPA, and its Personnel shall give SAPS, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and

6.3 Liability of the TPA

The TPA's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.

The TPA shall be liable to SAPS for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by TPA.

The Parties hereto agree that in case of negligence or willful misconduct on the part of the TPA or on the part of any person or firm acting on behalf of the TPA in carrying out the Services, the TPA, with respect to damage caused to SAPS's property, TPA shall be liable as below :

for any indirect or consequential loss or damage; and

for any direct loss or damage that exceeds (a) the Agreement Value that will be signed, or (b) the proceeds the TPA may be entitled to receive from any insurance maintained by the Consultant to cover such a liability, whichever of (a) or (b) is higher.

This limitation of liability shall not affect the TPA's liability, if any, for damage to Third Parties caused by the TPA or any person or firm acting on behalf of the TPA in carrying out the Services subject, however, to a limit equal to 3 (three) times the Agreement Value.

SAPS would define "quantum of loss" owing to partial execution of its liability by TPA.

6.4 Reporting Obligations

The TPA shall submit to SAPS the reports and documents specified in the RFP, in the form, in the numbers and within the time periods set forth therein as mandated by SAPS. The Consultant shall electronically and in hardcopy, submit fortnightly time reports of each of the Personnel, to SAPS Such time reports shall be submitted on the 15th and the last day of each calendar month by end of the business day and shall include a brief description of work performed during that fortnight by each of the Personnel.

6.5 Documents Prepared by the TPA to be Property of SAPS

All reports and other documents (collectively referred to as "Audit Documents") prepared by the TPA (or any Third Party) in performing the Services shall become and remain the property of SAPS, and all intellectual property rights in such Audit Documents shall vest with SAPS. Any Audit Document, of which the ownership or the intellectual property rights do not vest with SAPS under law, shall automatically stand assigned to SAPS as and when such Audit Document is created and the TPA agrees to execute all papers and to perform such other acts as SAPS may deem necessary to secure its rights herein assigned by the TPA.

The TPA shall, not later than termination or expiration of this Agreement, deliver all Audit Documents to SAPS, together with a detailed inventory thereof. The TPA may retain a copy of such Audit Documents. The TPA shall not use these Audit Documents for purposes unrelated to this Agreement without the prior written approval of SAPS.

The TPA shall hold SAPS harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as "Claims") which may arise from or due to any unauthorized use of such Audit Documents, or due to any breach or failure on part of the TPA to perform any of its duties or obligations in relation to securing the aforementioned rights of the SAPS.

6.6 Materials Furnished by SAPS

Materials made available to the TPA by SAPS shall be the property of SAPS and shall be marked accordingly. Upon termination or expiration of this Agreement, the TPA shall furnish forthwith to SAPS, an inventory of such materials and shall dispose of such materials in accordance with the instructions of SAPS. All project deliverables by TPA would also be considered as intellectual property of SAPS. TPA is not permitted to re-use the same in any of their other assignments. The same however would be considered at a royalty cost to SAPS paid by TPA.

6.7 Providing Access to Project Office and Personnel

The TPA shall ensure that SAPS, and officials of SAPS having authorization from SAPS, are provided unrestricted access to the office of the TPA and to all Personnel during office hours. SAPS's official, who has been authorized by the Authority in this behalf, shall have the right to inspect the Services in progress, interact with Personnel of the TPA and verify the records relating to the Services for his/her satisfaction.

6.8 Accuracy of Documents

The TPA shall be responsible for accuracy of the documents drafted and/ or vetted and data collected by it directly or procured from other agencies/authorities, estimates and all other details prepared by it as part of these services. It shall indemnify SAPS against any inaccuracy in its work which might surface during execution of Audit, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the TPA or arises out of its failure to conform to good industry practice. The TPA shall also be responsible for promptly correcting, at its own cost and risk, the documents including any re-survey / investigations.

7. Obligations of the client

Assistance and Exemptions Unless otherwise specified in the SCC, the Client shall use its best efforts to:

- a. Assist the TPA with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
- b. Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
- c. Provide to the Consultant any such other assistance as may be specified in the RFP

8. Access to Project Site

The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

9. Change in the Applicable Law Related to Taxes and Duties

If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in the RFP

10. Performance Bank Guarantee (PBG)

- i. The Agency shall furnish Bank Guarantee as per proforma given at **A-6**.
- ii. The PBG shall be valid for a period of 3 Years + 3 Months from the date of issue of work order.
- iii. The value of PBG shall be equivalent to 03% of Contract value payable at Bhopal.
- iv. The PBG shall be from a national bank or scheduled commercial bank.
- v. The successful bidder shall furnish requisite performance bank guarantee and execute an agreement on the prescribed form duly stamped for the due and proper fulfilment of the Contract within fifteen (15) days from date of issue of letter of award. The cost of stamp paper including cost of revenue stamps and stationery charges shall be borne by the Agency.
- vi. Failure by the successful bidder to furnish the prescribed performance bank guarantee or to execute the agreement within the period specified in Bid document, after its bid has been accepted or notice to start the work has been given within such time, the MPSAPS reserves the right to take action as deemed appropriate by it (including forfeiture of the earnest money deposit (EMD), cancellation of the Contract, blacklisting of bidder, etc.).
- vii. The performance bank guarantee shall only be released subject to an undertaking by the Agency stating successful completion of Contract along with certificate form MPSAPS's representative stating that all statutory compliances have been made successfully.

11. Termination of Contract

The following events shall constitute an event of default.

- I. The total penalty and LD amount shall be calculated for all defaults and same shall be deducted from the PBG. However, if the penalty amount is more than PBG value, it shall constitute an event of default.

Termination upon occurrence of Event of default.

- I. In case of occurrence of Event of default, the MPSAPS shall issue notice related to Event of default by the Agency. The Agency shall be required to submit its response in writing within 15 days of issue of notice.
- II. In case of non-mitigation of reasons of default/ non-responsiveness or unsatisfactory response from the Agency within the stipulated timeline, the competent authority of the MPSAPS may at its discretion, terminate the Contract either in part or full. It shall also result in forfeiture of the PBG.
- III. The MPSAPS shall not indemnify or compensate for any loss caused to the Agency by such terminations, whatsoever it may be.

Upon receipt of order of termination, the Agency shall immediately:

- i. Cease all further work, except for such work as the MPSAPS may specify in the notice of termination for the sole purpose of protecting that part of the facilities already executed, or any work required to leave the premises in a clean and safe condition;
- ii. Deliver to the MPSAPS the parts of the facilities executed by the Agency up to the date of termination;
- iii. To the extent legally possible, assign to the MPSAPS all right, title and benefit of the Agency to the facilities as of the date of termination, and, as may be required by the MPSAPS; and
- iv. Deliver to the MPSAPS all non-proprietary documents prepared by the Agency as at the date of termination in connection with the facilities.

12. Confidentiality of data or information

- i. It is a condition of this Bid that the information provided herein is for the purpose of enabling prospective bidders to submit proposals to the MPSAPS. It may neither be used in any other context nor revealed to any other party not directly involved in the submission of a proposal in accordance with the terms of the specification.
- ii. Information relating to examination, clarification, evaluation and comparison of bids and recommendations for award of Contract shall not be disclosed to bidders or any other person not officially concerned with such process. Any effort by a bidder to influence the processing of bids or award decision may result in the rejection of bidder's bid.
- iii. Successful bidder shall be required to sign an undertaking that complete confidentiality shall be maintained and the data available with him will not be shared with any other person.
- iv. The vendor and his personnel shall not, either during the term or after the expiration of this Agreement, disclose any proprietary or confidential information relating to the project, services under this Agreement or the Client's business or operations without the prior written consent of the Client.

13. Acceptance or Rejection of bid/offer

- i. The MPSAPS reserves the right to accept or reject any or all bids without assigning any reasons. The MPSAPS also reserves the right to reject any bid which in its opinion is non-responsive or violating any of the conditions/specifications without any liabilities to any loss whatsoever it may cause to the Bidder in the process.
- ii. Any defaulter Agency which has earlier participated in any tender for outsourcing of activities in any office/department of the MPSAPS under Bhopal City circle and has not taken over the work against order placed on them (or) their order has been cancelled by the MPSAPS on account of poor performance of the Agency (or) because of not making payment of wages/statutory payment, such bidders/Agency shall not stand eligible to participate in this tender process and their bid/proposal/offer may be summarily rejected by the MPSAPS.

Annexure- 1**Qualification and experience expected from TPA**

S. No.	Consultant (Level)	Essential Qualification	Experience expected in proposed candidate
1.	Lead Auditor cum Team Lead (L-1)	<ul style="list-style-type: none"> • B. Tech /B.E computer science/IT / MCA • At least 10 years of work experience, including 2 year experience in Call center Audit, consulting in areas related to call center, public sector reform and monitoring and evaluation. • ISO27001/ CISA • ITIL v3 or above certification 	<ul style="list-style-type: none"> • Call Center Call Quality Audit Experience • Understanding and evaluating processes for service delivery. • Support for re-engineering processes to improve systems and delivery. • Experience of at least 3 years in implementation of large IT / e Governance project. • Monitor Implementation/upgradation of project • Prepare Risk Management Plan • Monitoring and reviewing exit management plan provided by vendor. • Knowledge & Certifications in procurement/contract management will be added advantage.
2.	Sr. Consultant (IT Infrastructure expert) (L-2)	<ul style="list-style-type: none"> • B. Tech /B.E computer science/IT / MCA. • At least 6 years of work experience, including Data center/ security Audit, IT infra. Inventory Audit, use of NMS Tool. • Experience of at least 3 years in implementation of large IT / e Governance project/ Data Center project. • CCNA/CCNP/MCP • ISO27001/ CISA certified 	<ul style="list-style-type: none"> • Understanding of STQC Audit processes for Data Center. • Experience of implementation of ITIL standards compliance. • Call Center Audit Experience • Experience of review of network & Security architecture. • Ability to assess the DC/DR and BCP needs and provide the recommendations as per the best practices • Should have knowledge of Contract Management • Management of PRI, Internet Leased Line, Contact center solution, Call center solution
3.	Sr. Consultant (Quality cum MIS expert) (L-2)	<ul style="list-style-type: none"> • B. Tech /B.E in computer science/IT/MCA • At least 6 years of work. In which at least one year should be in the government Call center for SLA Audit, Report preparation, Quality assessment, Compliance, contract management. • ISO27001/ CISA 	<ul style="list-style-type: none"> • Understanding of Call center Audit processes for government/PSUs organizations. • Experience of at least 3 years in implementation of large IT/e-Governance projects/Data Center project. • Working knowledge with government call centers (CM Helpline/Dial 100/108/KCC) • CRM workflow experience for call center operations • RFP compliances and contract management

Annexure- 2**Deliverables cum Payment Schedule**

The following deliverables need to be submitted by TPA during the contract period:

Sr. #	Deliverables Name	Frequency	Composition	Submission Timeline
1	SLA Audit Report	Presentation fortnightly and report Monthly	Call Center SPs SLA Audit	Within 5 working days of following month for previous month
			Quality audit for call center Agents, Team Leads and Trainers	
			Observation and Recommendations	
			Day Wise Shift Wise Physical Count of the Agent/TL/Support Staff etc.	
			Verifications of Bio metric attendance with working Agent/TL/Support Staff etc.	
			Apart from the SLA Audit, Call Quality Analysis of Minimum 25 calls for each process need to be done	
2	Quality, Operation and Management Report	Monthly	Call Center KPI	Within 7 working days of following month for previous month
			Call Quality Analysis	
			HR Process and Attrition	
			Team Lead, Trainer and Agent performance and Grading	
			Call Center Assessment	
			Observation and Recommendations	
3	Infrastructure (Hardware/software) and Inventory Audit Report	Quarterly	IT Infrastructure	Within 10 working days of following month for previous month
			Non- IT Infrastructure	
			AMC status and Details	
			Maintain Audit Register	
5	Exit Document	At the time of exit	Exit Documentation	Three months prior to the agreement expiration of the Service provider

NOTE:

- i. The above deliverables report is indicative, TPA have to submit other reports/deliverable as per scope of work of the RFP also department may change/required additional reports and deliverable as per requirement
- ii. The above deliverables include all the process running from CM Helpline premises i.e. using the same infrastructure for all processes.
- iii. Submission Timeline for above deliverables/reports shall be applicable from availability/facility of data by service provider(s)

Bidding forms

A-1: Proforma for Bid Form

S. No.	Particulars	Details	Documentary proof attached? (Yes/No)
1	Name of bidder:		
2	Office Address of bidder: Name of contact person: Telephone/Mobile No.: Email:		
3	Details of EMD: e-receipt No & date: Amount:		
4	The Bidder should be an Information Technology Service based Company/IT consulting company/ Society/Firm/LLP registered in India at least for the last 5 (five) years. (attested copies of the above registration certificate must be enclosed)		
5	Name and contact details of authorized signatory of bidder (To furnish affidavit of authorized signatory on its official letter head duly signed by Board of Directors)		
6	PAN Number (attested copy to be enclosed)		
7	Goods & Service Tax Registration Code Number (attested copy to be enclosed)		
8	Bidder must have average annual turnover of atleast INR 50 Crores in any of the three (3) consecutive financial years (FY 2017-18, 2018-19, 2019-20, 2020-21). (CA certificate along with a valid UDIN is required to be submitted , copies of Balance Sheet and Profit & Loss Account of last 3 consecutive financial years to be enclosed)		

Proof for submission shall be as per Section-II: Eligibility criteria for bidders

Declaration:

We solemnly declare that we have attached all the documents mentioned as above. We hereby confirm that non-compliance to any of the terms and conditions of Bid document or submission of necessary documents will be treated as non-responsive tender and we will lose our claim to participate in the tender and our bid will automatically stand liable for rejection. All terms and conditions of Bid document are unconditionally and unequivocally acceptable to us and binding on us.

(Signature and Seal of the Bidder)

Date

Name and Designation:

Place

Address and Contact:

A-2: No Deviations from Terms and Conditions of Bid Document

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

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

(Seal and Signature of the Bidder)

Date: _____

Name and Designation: _____

Place: _____

Address and Contact:

A-3: Price Schedule

**(Bidders need to submit the financial proposal in the given
Format online through e-tender portal only)**

Commercial Bid for Request for Proposal for Selection of Third-Party Auditor (TPA) For CM Helpline Call Center:

S. #	Item Description	Qty (A)	Units	Monthly rate (INR) A	Yearly rate (INR) B = A x 12
1.	Lead Auditor cum Team Lead (L-1)	1	monthly		
2.	Sr. Consultant (IT Infrastructure expert) (L-2)	1	monthly		
3.	Sr. Consultant (Quality cum MIS expert) (L-2)	1	monthly		
Grand Total (Rs.) (in figures)					
Grand Total (Rs.) (in words)					

Note:

1. The bidder shall indicate the prices in Indian Rupees (INR) only.
2. Bids shall remain valid for a period of 180 days, from the date of opening of technical proposal.
3. The total amount shall be considered for the evaluation of Bids. However, the payment shall be released as per actual work executed.
4. The amount quoted should be inclusive of costs towards travel/stay, daily allowance or any other allowances with respect to their staff deployed with respect to the execution of this project before or after the award of the contract.
5. The rates quoted should be inclusive of all Taxes and Duties excluding GST which shall be payable extra as per the prevailing rates at the time of billing. However, at the time of billing, applicable taxes shall be indicated separately in the Bill.

A-4: Proforma for Conflict of Interest

Set out below is the form of the declaration to be provided by the Bidder

I, (name of the authorized representative) of (address) hereby states that:

I am currently a (designation) of_____.

I understand that _____ has provided an offer in relation to "_____".

I confirm that neither the bidder nor any of the bidder's Personnel shall engage in any personal, business or professional activity which conflicts or could conflict with any of their obligations in relation to this project.

I confirm that I have made enquiries of all appropriate persons and taken other steps as appropriate so as to obtain the knowledge and information as required to make this declaration.

Words and expressions which are defined in the Bid document issued by _____ have the same meaning when used in this Declaration.

I confirm that I have responded to this Bid document strictly in line with its requirement as per the formats provided in the same and I understand that deviation from any clause/instruction of the tender shall result in rejection of my proposal at any phase of the bid evaluation.

AND I MAKE this solemn declaration conscientiously believing the same to be truly MADE AND DECLARED at this ____day of _____.

(Name and Designation) (Agency seal)

A-5: Format SELF-DECLARATION on non-blacklisting

To,

Executive Director,
State Agency for Public Services (SAPS),
4th floor, MPTB Corporation building
Bhopal (M.P)

Set out below is the form of the declaration to be provided by the Bidder

I, (name of the authorized representative) of (address) hereby states that:

I am currently a (designation) of_____.

I confirm that we have not been debarred / blacklisted by any State Government, Central Government as on the date of Bid Submission.

I confirm that in case of false declaration, I shall be disqualified from the tender process.

I confirm that I have made enquiries of all appropriate persons and taken other steps as appropriate so as to obtain the knowledge and information as required to make this declaration.

AND I MAKE this solemn declaration conscientiously believing the same to be true.

MADE AND DECLARED at this ____day of _____.

(Name and Designation)
(Agency seal)

A-6: Proforma of Performance Bank Guarantee

(To be stamped in accordance with Stamp Act)

Bank Guarantee No.....
Date.....

To [_____]

Dear Sirs,

In consideration of _____ (hereinafter referred to as _____ which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s with its Registered/Head Office at(hereinafter referred to as the 'Agency' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Letter of Award No..... dated valued at for (Scope of work) and the Agency having agreed to provide a Performance Bank Guarantee for the faithful performance of the entire Contract equivalent to 3% of the said value of the Contract to the MPSAPS.

We (Name and Address) having its Head Office at hereinafter referred to as the "Bank" which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns), hereby unequivocally and unconditionally guarantee and undertake to pay Rs. _____, on demand any and all monies payable by the Agency to the extent of Rs....., at par at any of its Branch situated in Bhopal or nearest to Bhopal.

As aforesaid at any time up to (day/month/year) without any demur, reservation, contest recourse or protest and or without any reference to the Agency. Any such demand made by _____ on the Bank shall be conclusive and binding notwithstanding any difference between _____ and the Agency or any dispute pending before any Court, Tribunal or any other Authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of _____ and further agrees that the guarantee herein contained shall continue to be enforceable till Ninety (90) days after the validity of the contract agreement.

_____ shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the Contract by the Agency. _____, shall have the fullest liberty, without affecting this guarantee to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Agency and to exercise the same at any time and any manner, and either to enforce or to forbear to enforce any covenants, contained or implied in the Contract between _____ and the Agency or any other course of remedy or security available to _____. The Bank shall not be released of its obligations under these presents by any exercise by

_____ of its liberty with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of _____ or any other indulgence shown by _____ or by any other matter or thing whatsoever which under the law would but for this provisions have the effect of relieving the Bank.

The Bank also agrees that _____ at its option shall be entitled to enforce this guarantee against the Bank as a Principal debtor, in the first instance without proceeding against the Agency and notwithstanding any security or other guarantee that _____ may have in relation to the Agency's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to and shall remain in force up to and including and shall be extended from time to time for such period, as may be desired by M/s on whose behalf this guarantee has been given.

All rights of _____ under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities there under unless a demand or claim is lodged by _____ under this guarantee against the Bank within thirty (30) days from the above-mentioned date or from the extended date.

Dated thisday of20 at

Witness:

.....
(Signature)

.....
(Name)

.....
(Official Address)

.....
(Signature)

.....
(Name)

.....
(Official Address)

Authorized vide

Power of Attorney No:

Date.....

A-7: Tender Acceptance Letter

(To be given on Rs. 100/- Stamp Paper Duly Notarized)

Date: DD/MM/YYYY

To,

Executive Director,
Madhya Pradesh State Agency for Public Services
4th Floor, Madhya Pradesh Textbook Corporation
Arera hills, Bhopal - 462011
Madhya Pradesh

Sub: Acceptance of Terms & Conditions of Tender.

Ref: Tender Reference No._____.

Dear Sir,

I/We have downloaded/ obtained the tender document(s) for the above mentioned "Tender" from the website(s) namely: -<https://mptenders.gov.in>

I/We hereby certify that I/We have read all terms and conditions of the tender documents (including all documents like annexure), schedule(s), etc.), which form part of the Contract Agreement and I/We shall abide hereby the terms / conditions/clauses contained therein.

The corrigendum(s) issued from time to time by your department/ organizations too have also been taken into consideration, while submitting this acceptance letter.

I/We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in totality /entirely.

In case any provisions of this tender are found violated, your department/ organization shall be at liberty to reject this tender/ bid including the forfeiture of the full earnest money deposit absolutely and we shall not have any claim/ right against dept. In satisfaction of this condition

Yours faithfully,

(Signature of the Bidder, with Official Seal)

A-9: Format of Non-Disclosure Agreement

Ref. No. Dated:

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is valid till years from the date of work order, and is made by and between M.P. STATE AGENCY FOR PUBLIC SERVICES (MPSAPS), Bhopal, herein referred to as 'DISCLOSING PARTY' whose address is '4th Floor, Madhya Pradesh Textbook Corporation Building Behind Central School, Arera Hills, Bhopal, Madhya Pradesh, India. Pin code: 462011, and M/s.

Both the parties shall mean and include their successors at Office from time to time, legal representatives, administrators, executors and assigns, etc.

This agreement shall govern the conditions of disclosure by disclosing party to Recipient of certain confidential and proprietary information that is oral, written, or in computer file format. Examples of Confidential Information include the details of beneficiaries, identities of companies, consultants and other service providers used by disclosing party, both foreign and domestic, in connection with disclosing party's business, supplier lists, supplier information, computer databases containing customer, product and vendor information, designs, drawings, specifications, techniques, models, documentation, diagrams, flow charts, research and development process and procedures, „know-how“, new product or new technology information, financial, marketing and sales information and projections, product pricing, profitability, marketing techniques and materials, marketing timetables, strategies and development plans, trade names and trademarks not yet disclosed to the public, business methods and trade secrets, and personnel information.

1. Purpose of Disclosure. Disclosing party is disclosing the Confidential Information to Recipient in order for Recipient to evaluate the possibility of using disclosing party's services like Call Centers/Contact Centers Projects, Business Process Outsourcing covering all different kind of Verticals, Information Technology Services, Back and Transaction Processing Services, Business Analysis, Business Process Re-engineering, Data Analysis, Quality Analysis and the Statutory & Datacom services etc.

2. Confidentiality Obligations of Recipient. Recipient hereby agrees:

(a) Recipient will hold the Confidential Information in complete confidence and not to disclose the Confidential Information to any other person or entity, or otherwise transfer, publish,

reveal, or permit access to the Confidential Information without the express prior written consent of Disclosing Party.

- (b) Recipient will not copy, photograph, modify, disassemble, reverse engineer, decompile, or in any other manner reproduce the Confidential Information without the express prior written consent of disclosing party.

If any Confidential Information is delivered to Recipient in physical form, such as data files or hard copies, recipient will return the Confidential Information, together with any copies thereof, promptly after the purpose for which they were furnished has been accomplished, or upon the request of disclosing party. In addition, upon request off disclosing party in writing/email Recipient will destroy materials prepared by Recipient that contain Confidential Information.

- (c) Recipient shall use Confidential Information only for the purpose of evaluating

Recipient's interest in using disclosing party's services, and for no other purpose. Without limiting the generality of the previous sentence, Recipient specifically agrees not to sell, rent, or otherwise disclose any of disclosing party's Confidential Information either in full or part to any competitor of disclosing party, nor will Recipient use the Confidential Information to directly or indirectly contact or contract with any of disclosing party's employees, vendors, contractors and agents who carry out or otherwise fulfill the services on behalf of disclosing party (its "Affiliates"). Recipient shall promptly notify disclosing party of any disclosure or use of Confidential Information in violation of this Agreement for which disclosing party shall indemnify the Recipient for that part.

3. Exclusions. None of the following shall be considered to be "Confidential Information":

- (a) Information which was in the lawful and unrestricted possession of Recipient prior to its disclosure by disclosing party;
- (b) Information which is readily ascertainable from sources of information freely/easily available in the general public;
- (c) Information which is obtained by Recipient from a third party who did not derive such information from disclosing party.

4. Remedies. Recipient acknowledges that disclosing party's Confidential Information has been developed or obtained by the investment of significant time, effort and expense and provides disclosing party with a significant competitive advantage in its business, and that if Recipient breaches its obligations hereunder, disclosing party will suffer immediate, irreparable harm for which monetary damages will provide inadequate compensation. Accordingly, the disclosing

party will be entitled, in addition to any other remedies available at law in equity, to injunctive relief to specifically enforce the terms of this Agreement. Recipient agrees to indemnify disclosing party against any losses sustained by disclosing party, including reasonable attorney's fees, by reason of the breach of any provision of this Agreement by Recipient. Recipient further acknowledges that disclosing party's business would be severely hurt if Recipient were to directly contract with its Affiliates without the participation of disclosing party.

Therefore, if Recipient directly or indirectly contracts with any of disclosing party's Affiliates whose identity and/or particulars are disclosed to Recipient pursuant to this Agreement (Except Affiliates with whom Recipient had a demonstrable prior existing business relationship). In the event of circumvention, by the Recipient whether directly or indirectly, the disclosing party shall be entitled to a legal monetary penalty award, equal to the maximum consulting service/consulting fee, commission/profit originally expected or contemplated to be realized from such transaction(s). This payment levied against and paid immediately by the party engaged in circumvention and also in addition includes all legal expenses in the recovery of these funds if collected through legal action by either party.

This penalty shall not apply when the alleged Circumventor does not result in a transaction being concluded. The parties acknowledge it would be extremely difficult or impossible to accurately it would be extremely difficult or impossible to accurately fix the actual damages that disclosing party would suffer in the event of a breach of the aforementioned obligations, and that the liquidated damages provided for herein are a reasonable estimate of disclosing party's actual damages, which shall be fixed by the arbitrator who shall also be in the same business.

5. No Rights Granted to Recipient. Recipient further acknowledges and agrees that the furnishing of Confidential Information to Recipient by disclosing party shall not constitute any grant or license to Recipient under any legal rights now or hereinafter held by disclosing party.
6. Miscellaneous Provisions:
 - (a) This Agreement sets forth the entire understanding and Agreement between the parties with respect to the subject matter hereof and supersedes all other oral or written representations and understanding. This Agreement may only be amended or modified by a writing signed by both parties.
 - (b) If any provision of the Agreement is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions will not be affected or impaired.

- (c) This Agreement is binding upon the successors, assigns and legal representatives the parties hereto, and is intended to protect Confidential Information of any successors or assign of disclosing party.
- (d) Each Provision of this Agreement is intended to be valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement is determined by any court of competent jurisdiction or arbitrator to be invalid, illegal, or enforceable to any extent, that provision shall, if possible, be construed as though more narrowly drawn, if a narrower construction would avoid such invalidity, illegality, or unenforceability, be served, and the remaining provisions of this Agreement shall remain in effect/force.
- (e) The terms and conditions governing the provision of the agreement shall be governed by and construed in accordance with laws of the union of India and shall be subject to the exclusive Jurisdiction of the courts of Bhopal.
 - i) Any or all disputes arising out or in connection with this agreement shall so far as may be possible to settled amicably between the parties within a period of thirty days from such dispute(s) arising.
 - ii) However, failing such amicable settlement all disputes and differences out of the construction of or concerning anything contained in or arising out of or in connection with this agreement as to the rights, duties or liabilities arising it, to the parties shall be referred to a panel of three arbitrators, for conducting Arbitration in accordance with the provisions of Arbitrations and Conciliation Act 1996 and its all amendment.
 - iii) It is agreed that each party shall appoint one arbitrator and the third arbitrator from the same business.
 - iv) The appointment of arbitrators shall be done within a period of three months from the date of receipt of notice from the aggrieved party requesting to refer the matter to arbitration in case amicable settlement fails.
 - v) The parties shall mutually ensure and co-operate with each other in the arbitral proceedings, so that the same can be concluded and awarded within a period of six months from the date of commencement of the arbitral proceedings.
 - vi) The arbitral proceedings shall be conducted in English, both parties shall be bound by the award passed and delivered by the arbitral tribunal and shall not attempt to challenge the authenticity of the award, before any authority or courts or any other statutory body.

vii) The venue of arbitration shall be Bhopal.

(f) If any litigation is brought by either party regarding the interpretation or enforcement of this Agreement, the prevailing party will recover from the other all costs, attorney's fees and other expenses incurred by the prevailing party from the other party.

Signed on behalf of

M.P. State Agency for Public Services,
PSMD, Govt. MP, Bhopal

Signature:

Name:

Designation with seal:

Date:

Signed on behalf of

M/s. _____

Signature:

Name:

Designation with seal:

Date:

A-10: Format for Contract Agreement

Contract Agreement

Agreement made this _____ day _____ of Two Thousand Twenty Two (2022) Between M/s(hereinafter called " Third Party Auditor (TPA)") of the one part and State Agency for Public Services (MPSAPS), Public Service Management Department, Govt. of Madhya Pradesh, Bhopal, M.P. ("MPSAPS" or "Client") of the other part.

WHEREAS the Third Party Auditor (TPA) has submitted offer for Selection of Third Party Auditor (TPA) For CM Helpline Call Center; as per the terms and conditions mentioned in the tender document/RFP and subsequent corrigendum. Whereas such offer has been accepted and the contractor has deposited with SAPS the Performance Bank Guarantee (PBG) of equivalent to 03% of Contract value i.e. Rs.-/- (Rupees only) in the form of Bank Guarantee for the contract as security for the fulfillment of this Agreement.

NOW IT IS HEREBY AGREED between the parties hereto as follows:

1. The Third Party Auditor (TPA) has accepted the contract on the terms and conditions set out in the RFP NO:, Dtd. and subsequent corrigendum. The tender document/RFP and subsequent corrigendum will form a part of the Contract Form/agreement.
2. Upon breach by the Third Party Auditor (TPA) of any of the conditions of the Tender Document/RFP, subsequent corrigendum, and in case of non-compliance of the RFP, SAPS may issue a notice in writing, determine to put an end to this agreement without prejudice to the right of SAPS to claim damages for antecedent breaches thereof on the part of the Third Party Auditor (TPA) and also to reasonable compensation for the loss occasioned by the failure of the Third Party Auditor (TPA) to fulfill the agreement as certified in writing by SAPS which certificate shall be conclusive evidence of the amount of such compensation payable by the Third Party Auditor (TPA) to the SAPS.
3. This agreement will be for **03 (three) years**, which can be **extended further 2 years (one year at a time)** from the date of signing the agreement.
4. Notices in connection with the contract may be given by Executive Director SAPS.
5. MPSAPS is also entitled to recover the cost of failure to meet the Service Level Agreement (SLA) from the payments to be made to the Third Party Auditor (TPA).
6. In consideration of the payments to be made by SAPS to the Third Party Auditor (TPA) as hereinafter mentioned the Vendor hereby covenants with SAPS to provide the Services and to remedy defects therein conformity in all respects with the provisions of the Contract and the Tender/RFP.

7. Following documents shall form part of the agreement :

- i. Selection of Third Party Auditor (TPA) For CM Helpline Call Center and subsequent corrigendum.

Bhopal

Third Party Auditor (TPA)

Executive Director, SAPS

Name-

Name-

Signature -

Signature -

Witness:

1. Name -

1. Name -

Signature -

Signature-

2. Name -

2. Name-

Signature -

Signature-

A-11: Format of Curriculum Vitae (CV) of Professional Personnel**Name of the Service Provider (Bidder):****Name of the Project:**

1. Proposed Position:
2. Name of Personnel:
3. Date of Birth:
4. Nationality:
5. Educational Qualifications:
6. Employment Record:

(Starting with present position, list in reverse order every employment held.)

1. List of projects on which the Personnel has worked

#	Details of the Project	
1	Name of the Project:	
	Project particulars:	
	Name of Consulting Firm where employed:	
	Description of services performed by the Key Personnel (including designation):	
	Name of client and Address:	
	Name, telephone no. and fax no. of client's representative:	
	Estimated capital cost of the Project	
	Start date and finish date of the services (month/year):	
	Brief description of the Project:	
2	Name of the Project:	
.	Project particulars:	
	Name of Consulting Firm where employed:	

	Description of services performed by the Key Personnel (including designation):	
	Name of client and Address:	
	Name, telephone no. and fax no.of client's representative:	
	Estimated capital cost of the Project	
	Start date and finish date of the services (month/year):	
	Brief description of the Project:	
3 .	Name of the Project:	
	Project particulars:	
	Name of Consulting Firm where employed:	
	Description of services performed by the Key Personnel (including designation):	•
	Name of client and Address:	
	Name, telephone no. and fax no.of client's representative:	
	Estimated capital cost of the Project	
	Start date and finish date of the services (month/year):	
	Brief description of the Project:	
4 .	Name of the Project:	
	Project particulars:	
	Name of Consulting Firm where employed:	
	Description of services performed by the Key Personnel (including designation):	•
	Name of client and Address:	
	Name, telephone no. and fax no.of client's representative:	

	Estimated capital cost of the Project	
	Start date and finish date of the services (month/year):	
	Brief description of the Project:	
5.	Name of the Project:	
	Project particulars:	
	Name of Consulting Firm where employed:	
	Description of services performed by the Key Personnel (including designation):	•
	Name of client and Address:	
	Name, telephone no. and fax no. of client's representative:	
	Estimated capital cost of the Project	
	Start date and finish date of the services (month/year):	
	Brief description of the Project:	

Certification:

- 1 I am willing to work on the Project and I will be available for entire duration of the Project assignment as required.
- 2 I, the under signed, certify that to the best of my knowledge and belief, this CV correctly describes my qualifications, my experience and me.

Place.....

(Signature and name of the Professional Personnel)

(Signature and name of the authorized signatory of the Applicant)

Notes:

1. Use separate form for each Key Personnel and Professional Personnel.
2. Each page of the CV shall be signed in ink by both the Personnel concerned and by the Authorised Representative of the Applicant firm along with the seal of the firm. Photo copies will not be considered for evaluation.