



## Request for Proposal For

Selection of Agency (OEMs Only) for Supply, Installation, Commissioning and Integration of Call Management Application Licenses for Operation of District Nodal Call Centres in Madhya Pradesh -3<sup>rd</sup> Call

<b>RFP Reference No:</b>	03/SAPS/2021
<b>Date of Issue:</b>	12/11/2021
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Selection of Agency (OEMs Only) for Supply, Installation, Commissioning and Integration of Call Management Application Licenses for Operation of District Nodal Call Centres in Madhya Pradesh -3<sup>rd</sup> Call

**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 Agency (OEMs Only) for Supply, Installation, Commissioning and Integration of Call Management Application Licenses for Operation of District Nodal Call Centres in Madhya Pradesh -3<sup>rd</sup> Call"**. The bids will be received online on the e-portal [mptender.gov.in](http://mptender.gov.in) up to **06/12/2021 5.00 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.	03/SAPS/2021	Selection of Agency (OEMs Only) for Supply, Installation, Commissioning and Integration of Call Management Application Licenses for Operation of District Nodal Call Centres in Madhya Pradesh -3 <sup>rd</sup> Call	2000/- INR (Two Thousand)	3,00,000/- INR (Three Lakhs)	07/12/2021

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.

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- (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 (or EMD Exemption Certificate if applicable) 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.

Note:

1. MSEs are exempted from payment of Earnest Money Deposit (EMD).
  2. MSE can avail the intended benefits only if they submit along with the proposal, attested copies of either EM-II certificate having deemed validity (Five years from date of issue of acknowledgement in EM-II) or valid NSIC certificate/ DIC certificate/ Udyog Aadhaar or EM-II certificate.
- (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

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**Abbreviations**

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

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**Key Dates**

<b>Name of Work and services</b>	Selection of Agency (OEMs Only) for Supply, Installation, Commissioning and Integration of Call Management Application Licenses for Operation of District Nodal Call Centres in Madhya Pradesh -3rd Call
<b>Tender Specification number</b>	03/SAPS/2021
<b>Last date of submission of Online Tender</b>	06/12/2021 up to 17.00 Hrs.

<b>Sr. No.</b>	<b>Tender Stage</b>	<b>Date (DD/MM/YYYY) &amp; Time</b>
1)	Publishing Date	12/11/2021 17.00 Hrs.
2)	Document Download / Sale Start Date	12/11/2021 17:30 Hrs.
3)	Pre-Bid Meeting Date (Through VC) <a href="https://meet.google.com/fqq-mbco-afu">https://meet.google.com/fqq-mbco-afu</a>	17/11/2021 12.00 PM
4)	Bid Submission Start Date	29/11/2021 up to 18.00 Hrs.
5)	Bid Submission Closing Date	06/12/2021 up to 14.30 Hrs.
6)	Bid Opening Date	07/12/2021 up to 15.00 Hrs.
7)	Financial Bid Opening Date	Will be informed to 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.

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## **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.

The current system is centralized where calls from all over the state land at CMH Bhopal and processed there. GoMP has decided to establish decentralized call centres at District Level. The aim is to enhance the capability of the CM helpline and improve satisfaction levels of the citizens.

For the above-mentioned purpose, hardware and software infrastructure required to be established at each District and centrally at CM Helpline. This RFP is for Selection of Agency (OEMs Only) for Supply, Installation, Commissioning and Integration of Call Management Application Licenses for Operation of District Nodal Call Centres in Madhya Pradesh -3<sup>rd</sup> Call.

This Call Management Application shall be integrated with existing system of CM helpline and other government department call center related systems.



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## Section-II Essential Tender Information

#	Particulars	Details
1)	Name of works/services to be procured	Selection of Agency (OEMs Only) for Supply, Installation, Commissioning and Integration of Call Management Application Licenses for Operation of District Nodal Call Centres in Madhya Pradesh -3 <sup>rd</sup> Call
2)	Purchaser	Madhya Pradesh State Agency for Public Services (MPSAPS)
3)	Tender/Bid Specification Number	03/SAPS/2021
4)	Bidding Type	e-Procurement
5)	Tender/Bid Currency	Indian National Rupee (INR)
6)	Non-refundable Bid document fee/Tender fee (INR)	2000/- INR (Two Thousand)
7)	Earnest Money Deposit (INR)	3,00,000/- INR (Three 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)	<p>The bidding is open to Companies registered in India under companies Act 1956 or Companies Act 2013, or Firms registered with Registrar of firms and societies in India.</p> <p>Joint venture / consortiums shall not be allowed.</p>	<p>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.</p> <p>b) Attested copy of partnership deed of the firm, if firm is a partnership firm.</p> <p>c) List of its present directors/owners/ Executive council members/ trustees/ board members of the bidder/Agency (as applicable) on official letter head of the Agency duly signed by the authorized signatory of the bidder/Agency.</p> <p>d) Affidavit of authorized signatory on its official letter head duly signed by its board of Directors.</p>
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.

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**Technical Eligibility**

#	Eligibility Criteria	Supporting Documents Required
1)	Bidder should be OEM of the proposed product of Call Management Application License.	Certificate regarding listing of product in any government agency in the name of OEM/ Copyright Document/ Any other document that indicate that the product have been developed by the OEM / Undertaking by the bidder that the firm is the OEM for the proposed product as per 'Proforma A-10'.
2)	<p>The proposed product should have been supplied for Call Centre in India for Government organizations (Central/ State/ Public Sector Undertaking (PSU)/ Public Sector Bank (PSB)/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><i>The below mentioned order values are applicable for both the above criteria:</i></p> <p>One single order with minimum value of INR 50/- Lakhs.</p> <p style="text-align: center;">[OR]</p> <p>Two (2) orders, with each of minimum value of INR 35/- Lakhs.</p> <p style="text-align: center;">[OR]</p> <p>Three (3) orders, with each of minimum value of INR 20/- Lakhs.</p>	Certificate from the respective client mentioning name of the product, duration of use and cost of CMA license supplied.
3)	Bidder must have average annual turnover of atleast INR 2 Crores in the three (3) financial years (FY 2017-18, 2018-19, 2019-20).	Copies of Audited statements like Balance Sheet, P&L statement along with certificate from statutory auditor stating turnover.
4)	<p>The Call Management Application licenses proposed by the Bidder should be in use/have been used in Call Centre in India for Government organizations (Central/ State/ Public Sector Undertaking (PSU)/ Public Sector Bank (PSB)) in last 5 years.</p> <p style="text-align: center;">OR</p> <p>The product should be listed in Gartner list of Products under Contact Center Infrastructure (CCI) in any of the last three years (2018, 2019, and 2020).</p>	Certificate from the respective client or Copy of Work Order Issued for procurement of Call management Application licenses having the name of the product.

## **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).

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- 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**

- 2.1.** 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**

- 3.1.** 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.

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**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 good and services is to be supplied, installed and commissioned; 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.

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- 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 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**

- 11.1. 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

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any required information, space at the end of the form or additional sheets shall be used to convey the required information.

**12.2.** For all other cases, the bidder shall design a form to provide the desired information.

**12.3.** 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**

**15.1.** 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**

**16.1.** 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**



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- 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 are not liable to be entertained. The pre-bid queries shall be submitted through e-mail at ([loksevamp@gmail.com](mailto:loksevamp@gmail.com)).
- 18.2.** The MPSAPS may modify the bid documents if deemed appropriate by issuing corrigendum/addendum as a result of a request or clarification discussed during the pre-bid conference.

**19. Language of the bid**

- 19.1.** 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.

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- 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 take into account 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.

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- 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**

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- 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

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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.

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

**26. Tie breaking**

- 26.1.** 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**

- 27.1.** 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**

- 28.1.** 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**

- 29.1.** 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)**

- 30.1.** 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.

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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 guarantee 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**

- 33.1.** 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 bidder shall be responsible for fulfilling the below requirements under its Scope of Work (but not limited to)-

### **1. Providing Call Management Application Licenses**

- I. The Agency shall provide Licenses for Agent Login on the Call Management Application. The specification and features of the Call Management Application are given at Annexure i.
- II. The Call Management Application Licenses shall be perpetual in nature and in the name of the MPSAPS.
- III. Call Management Application licenses installation, implementation and support.
- IV. Customization, development (as required) for integration of applications with currently functional systems of CM Helpline, automated SMS/Email gateway.
- V. Current requirement of licenses is estimated to be 313 nos.
- VI. Out of these 313 nos. of licenses, 260 licenses for call center agent, 52 licenses will have features for both supervisor as well as agent and 1 license will have administration features.
- VII. These licenses shall be used in all districts of Madhya Pradesh state after integration with current solution functioning at CM Helpline. This requirement is for a new standalone system which shall be integrated with already functioning CM Helpline CRM.
- VIII. In case there is an additional requirement anytime from the date of award of contract, then the additional number of licenses shall be provided at the same rates quoted in the bid during the contract period of 03 (three) years.
- IX. Bidder shall provide and configure IVRS, Dialer and related software for running the call center operations.

#### **Note:**

- Any component (of Call Management Application) that is not explicitly mentioned in the scope of service provider is to be provided by the successful bidder if required for completing the objective of the RFP.

### **2. Integration Requirements**

- I. The Agency shall integrate the Call Management Application with the existing CRM of CM Helpline and other government department call center related systems.

Currently, undermentioned five (5) Applications/systems of other departments are expected to be integrated, i.e.

1. Dial 100,112
2. 108,104
3. Women Helpline
4. ICCC Smart City
5. 1075



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This is not exhaustive and more departmental applications could be integrated later.

- II. All the raw data/reports generated by call Management Application shall be provided by Agency in .xml format through API in real time manner to MPSAPS. The integration for data export is not restricted to .XML SOAP/REST/JAVA/JavaScript based SDK APIs could also be provided for real time and historical data export.

### 3. Technical Support and Maintenance

- I. The Agency shall provide onsite one technical resource for the period of one year who shall support in the following activities:
  - a. Configuration of all licenses
  - b. Integration with other applications/systems
  - c. Preparation of various reports as required by SAPS
  - d. The resource shall enable the entire process of installation, commissioning and go-live of the solution
  - e. The resource shall act as first level onsite support for all issues that arise during operation of the solution
  - f. Support user creation, deletion and access rights for users whenever required.
  - g. Apply software updates as and when released

The Agency shall quote separately the rate for providing the resource for the period of one year. The quoted rate shall be applicable for additional two years. MPSAPS reserve the right to extend the engagement of the resource for a period of two years beyond the initial one year on annual basis.

Resource should be competent enough to carry out the above-mentioned tasks and any other tasks which may arise as part of employment of the solution. In case the resource found non-suitable, MPSAPS reserves the right to seek replacement for such resource.

- II. The agency shall provide updates to all the software deployed (Call Management Application) with no additional cost during the contract period of 3 (three) years.
- III. Support in replication of the database between the back-up server and the production server.
- IV. The total warranty and AMC/ATS should be for minimum of 3 (three) years. Cost of such AMC shall be included in the amount quoted for call management application.
- V. After three (3) years, the bidder shall provide AMC/ATS for the offered product for the 04<sup>th</sup>, 05<sup>th</sup> & 06<sup>th</sup> years. The rate for such AMC is required to be quoted separately in the price bid.

### 4. Security

- I. The agency shall provide security measures on the provided software.

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- II. The Call management Application software should be certified from STQC approved laboratories. In case it is not certified then the same shall be completed within three (3) months of Award of Contract.

**5. Training –**

- I. The required training on configuration and operations of software supplied, shall be provided to all users whenever required during the contract period at no additional cost.
- II. All technical literature with respect to operation and maintenance shall be provided to the MPSAPS at no additional cost.
- III. Agency shall prepare user specific customized user manuals for all software components and handover the same during commissioning at no additional cost.

**6. Obligation of Agency**

- i. The Agency shall provide the services throughout the period of contract for three years without any breach of the clauses of the agreement and breaks in the services.
- ii. The Agency shall be liable to pay to the client compensation equal to the value of resultant damages to the client due to any breach of the agreement or leaving the services incomplete before expiry of the contract. The overall liability shall be restricted to the Contract Value.
- iii. The Agency shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services.
- iv. The agency shall provide reports and documents demanded, as may be specified by the MPSAPS.
- v. The OEM for call management application quoted, should be in the business of that product for at least 3 years as on the date of release of the RFP.
- vi. OEM should have authorized presence in India either directly or through channel partner(s) as on the date of release of RFP.

**7. Obligation of MPSAPS**

- i. Toll free no. shall be provided by the MPSAPS.
- ii. The MPSAPS shall provide the PRI line(s)/ SIP Trunks to route the toll-free number(s). All PRI lines shall be terminated centrally at Bhopal.
- iii. Network Connectivity MPLS (MPSWAN) (between District Call Centers and MPSAPS DC).
- iv. Rentals for toll-free number and PRI shall be paid directly by the MPSAPS on actuals.
- v. Provide the necessary hardware platform\* for installation, configuration, integration, and operationalization of Call Management Application Licenses. The Specification details of Hardware are as below:

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Make - HP

Model- D1560-G9

RAM. 256 GB

CPU- 40 (4 socket, 10 CPU each)

HDD- 280 GB

NIC- 1 G

Secondary Storage NAS -100 TB

Quantity- 5 Servers, each of which with above configuration shall be provided at the state data centre.

- vi. Designate a person to be the nodal point of contact for the vendor.
- vii. Assist in liaising with other departmental agencies for gathering relevant information.

**Note:**

1. \*Hardware platform shall be provided in the Madhya Pradesh State Data Center.
2. The servers provided for hosting of Call Management Application Components could be virtual/ physical.

## **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) Agency's Representative**

- i. The Agency 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 Agency**

- i. If the Agency 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

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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 Adhinyam, 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 Agency 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 Agency 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

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- 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 agency shall provide onsite warranty support along with operation and maintenance of the call management application components during the contract period of 03 (three) years with no additional cost.

### 2) Ownership of Assets

- i. All items and call management licenses supplied by the agency shall become the sole and exclusive property of the MPSAPS on payment of their value under the terms and conditions of this contract. The licenses shall be perpetual in nature.
- ii. The agency shall have no claim on the ownership of the assets supplied under the terms and conditions of this contract after payment of their value.
- iii. The Agency shall also hand over application's data/Archives/MIS records along with their access rights to the MPSAPS. However, the ownership of items shall, in all circumstances whatsoever, remain with the MPSAPS from the date of the signing of the Contract.

### 3) Quoting of Rates

- i. The Agency shall quote its prices as per the Price Schedule given in Bidding Forms A-3, with all the fields duly filled. Any field left blank or not filled as per the instructions given in Price Schedule may lead to rejection of such bid(s).

### 4) Delivery Schedule

S. No.	Components	Timeline
1	Deployment of onsite support resource	T+ 15 Days
2	Supply, Installation and Activation of Call Management Application License	T +30 Days
3	Integration and Testing of call management application	T + 45 Days
4	Successful Operation of Solution	T + 60 Days

**\*T - Date of issue of letter of Award.**

### 5) Terms of Payment

#### I. Call Management Application License

S. No.	Milestone	% of Payment
1.	Supply, Installation and Activation of Call Management Application License	50%
2.	a) Integration of Call Management Application with existing CRM and other systems	35%



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	b) Go-live and 45 days of smooth functioning of solution	
3.	At the end of one year of support and operation	5%
4.	At the end of second year of support and operation	5%
5.	At the end of third year of support and operation	5%

**II. Onsite support resource**

S. No.	Terms of Payment
1.	Based on submission of quarterly invoice.

**6) Liquidated Damages / Penalty**

**i. Delay in execution of contract**

Performance Area	Execution Stage	Timeline	Liquidated Damages
Delay in execution of contract	Deployment of onsite support resource	T + 15 Days	2000/- INR Per day of delay
	Supply, Installation and Activation of Call Management Application License	T + 30 Days	2000/- INR Per day of delay
	Integration and Testing of call management application	T + 45 Days	2000/- INR Per day of delay
	Successful Operation of Solution	T + 60 Days	2000/- INR Per day of delay

\*T – Date of issue of letter of Award.

**ii. Post execution SLA**

Following outlines, the service level indicators and the target performance levels to be maintained by the successful bidder during the contract period of 3 (three) years. These SLAs shall be strictly imposed as outlined in the table below:

Performance Area	Issue Type	Resolution Time	Liquidated Damages
Resolution of Issue	Critical Severity Issues	Less than 8 Hrs	500/- INR Per hour of delay
	Medium Severity Issues	Less than 24 Hrs	1000/- INR Per day of delay
	Low Severity Issues	Less than 4 Days	1000/- INR Per day of delay
Onsite support resource	Replacement of resource	Replacement of resource more than once in a year.	Rs. 20,000/- per replacement.
	Non-Deployment of	Deployment of	Rs. 1000/- per day for each day

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	replacement resource within defined timelines	resource at MPSAPS within 30 days of approval	delay from stated timelines.
	The deployed resource shall not be engaged in any activity other than that assigned by MPSAPS.	-	Penalty of Rs. 20,000 may be imposed in such incident.
	Absence without approval from MPSAPS office.	-	Rs. 1000/- per day.

- a) "Resolution Time" - Time elapsed from the moment incident is reported to the agency either in person/ email/ telephone/ automated system, to the time by which the incident is resolved completely and services are restored.
- b) "Incident" - Any event / abnormalities in the service being rendered, that may lead to disruption in normal operations and services to the purchaser.

S. No.	Issues Level	Incident Type
1	Critical Severity Issues	1. Failure of Software Components Resulting in complete disruption of operations 2. Critical update of Software Components
2	Medium Severity Issues	1. Resulting in partial disruption of operations 2. Important features or functions not working
3	Low Severity Issues	Non-functioning of software components affecting operations besides the above two categories.

**7) 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 10% 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.

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- 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.

**8) 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

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- iv. Deliver to the MPSAPS all non-proprietary documents prepared by the Agency as at the date of termination in connection with the facilities.

**9) 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.

**10) 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.

**11) Bidder Experience**

- i. The Bidder for call management application licenses proposed in the bid should be in the business of that product or solution or technology for at least 3 years as on the date of release of the RFP.
- ii. The Bidder should have authorized presence in India.

## **Annexures – i**

All components of the call management application software shall be hosted on hardware platform of Madhya Pradesh State Data Center. The server platforms could be physical server or virtual server. The software should be capable of functioning with all its features and functionalities on both physical as well as virtual server.

### **a) Indicative Features of Call Management Application**

- i. Automatic call distribution (ACD) facility should be available in the CMS.
- ii. Inbound call with Menu- Based IVR (Interactive Voice Response) in English and Hindi should be available in the CMS.
- iii. Outbound Dialing feature.
- iv. CMS should be accessible through the Web (PC based softphone)
- v. CMS should have Real-Time Dashboard.
- vi. Call details like Total No. of calls, calls/caller/day, Duration of calls.
- vii. Maintain log of all calls made and received based on extension and date/time.
- viii. Productivity report of all agents showing total calls and login states.
- ix. Time report to indicate peak and lean periods of calling.
- x. Supervision and Administration functionality.
- xi. Historical and live Reporting facility.
- xii. Customizable reports as per Business needs.
- xiii. Contact Management
- xiv. Recording and Playback feature and all recording should be saved in .wav or .mp3 file format.
- xv. Sound files can be searched on the basis of date, time, length of file, dispositions, customer phone number, agent id, campaign etc.
- xvi. Sound files should be archived and downloadable from the admin UI.
- xvii. Sound files should be played in the browser itself.
- xviii. Automatic Backup and Deletion facility of Sound Files.
- xix. Live Call Barge-in
- xx. Advanced web-based Campaign manager and should support multiple campaigns such as Inbound, Outbound and Blended Campaigns
- xxi. Call Conferencing function
- xxii. Customized MoH (Music on Hold) for each campaign
- xxiii. Facility to set calls backs from the agent/ supervisor/Administrator interface
- xxiv. Caller ID representation on Agent Screen
- xxv. Call Controls like disconnect, on hold, conferencing etc. to be available on agent screen
- xxvi. Display the numbers to be dialed out for each agent on his/her screen for preview dialing
- xxvii. Display previous interaction history
- xxviii. Hot transfer from Agent to Agent
- xxix. Play customized signature tune to customer instead of Mute while keeping the customer on hold

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- xxx. Screen Transfer in case of agent to agent call transfer (Caller details and other information displaying on first agent screen shall be transferred to the second agent in case of call transfer)
- xxxi. Customizable Campaign
- xxxii. Detailed ACD reporting with all such statistics as Total Calls Offered, Percentage Offered, Percentage Abandoned, Average Talk Time, Average Call Handling Time, Total Hold Time, Average Hold Time, Total Queue Time, Average Queue Time, etc.
- xxxiii. Facility for the agents to move to Preview (Manual Mode) in between Automatic/Progressive calling.
- xxxiv. Web based Interfaces for configurations.
- xxxv. Telnet based access for monitoring the call flow (call flow monitoring is required at Administrator and Supervisor login dashboards)
- xxxvi. Multi Party Call Conference Facility from the agent screen with 100% recording of the conference call barge in facility for the supervisor to barge in to any agent call for quality purpose.
- xxxvii. Show agent status and status duration in real time with max time lag of 15 sec.
- xxxviii. Call Transfer and 3-Way Calling - Being able to transfer a caller to another call center, department, or permit access to a third party.
- xxxix. Facility to work from home/ login remotely into the call management application for all agents and use all it's features and facilities should be part of the software licenses provided. There should be no requirement of additional hardware/software for this purpose. Agent should be able to login through mobile phone browser.
- xl. The database of CMA should be able to connect with Power BI or other analytical tool. The vendor shall facilitated the integration of the same.
- xli. Call Management Application software should be capable of conducting campaigns where no agents-based calling will be required. The calls shall only be delivered through IVRS. Facility for agent- based calling campaigns should be there.
- xlii. The solution of Call Management Application software must also provide for missed call facility and should have the capability to obtain the appropriate phone number to be contacted, and the appropriate time within 24 hours for the call back.

**b) Indicative Features of IVR**

- i. Receive all inbound calls on the telephone number specified by MPSAPS.
- ii. Prompts the callers to make their selection(s).
- iii. Identify callers through CLI and support intelligent call routing.
- iv. Provide an easy to configure system that enables the users to change the IVR tree with no hard coding.
- v. The IVR must integrate with the rest of the proposed solution to provide seamless call center performance.
- vi. Provision of ignoring the IVRS and directly landing the call with agent.
- vii. Provision to configure important messages/advertisements on IVR free of cost during the waiting period. The content and time period for such messages/advertisements shall be decided by MPSAPS.

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- viii. IVRS must have features of 'key press input'
- ix. IVRS should be able to record caller's feedback on a scale of 1-5 (with 5 being the highest) signifying level of satisfaction of the caller and the same shall be mandatory at the end of each call. Some standardized calls which convey a standard message should be enabled through automated IVRS calls.
- x. Under the scope of this RFP, the agency shall design and develop
  - a. Designing of new IVR flow
  - b. IVR development up to all required levels
  - c. Skill based IVR and Agents Priority
  - d. IVR queue wait time and position changes
  - e. Third-party integration/API in IVR
  - f. Agent UI development up to all levels of disposition
  - g. Any call routing or call flow changes

**c) Indicative Features of Computer Telephone Integration (CTI)**

- i. Should be able to integrate with existing call center solution.
- ii. Ability to generate service requests and register grievances.
- iii. On transferring the call to another agent, the screen too should be transferred to that agent's screen.
- iv. The CTI must be capable of activating the fast dialing feature of the ACD (Routing of incoming call to specific agent based on pre-defined criteria)
- v. Call events should be handled from the system such as hold, retrieve hold, conference, transfer etc.
- vi. In case of transfer of call (first received at centralized call center i.e. 181) to another call center/ location, the caller's (citizen) number should also displayed on the agent's screen (at call receiving end).

**d) Indicative Features of Automatic Call Distributor (ACD)**

- i. Handle 30K call volumes efficiently.
- ii. Provide highly configurable system for adding/removing users, assigning users to different queues and defining skill sets.
- iii. Support skill-based routing.
- iv. Allow calls to be transferred within the call center.
- v. Support relaying of the information messages (marketing messages) to voice callers waiting in queues or on hold.
- vi. Skill based routing: Standard features like Call Transfer, Conference, Barge in, Dialed Number Identification Sequence (DNIS), Automatic Number Identification (ANI), Caller Line Identification (CLI), etc.
- vii. System should be able to intelligently route the callers to Agent's as defined by the administration.
- viii. System should announce the queue waiting time for the caller before getting attended by an agent.

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**e) Indicative Features of Monitoring and Reporting**

- i. Suitable feature in the application should be available to generate standard and customized report formats to measure/verify various SLAs, for monitoring the performance of agents, IVRS, ACD, etc.
- ii. Extraction of reports should also be available in common format like Excel, PDF, Word, etc.
- iii. The Agency and the MPSAPS will mutually agree on the format of the reports. The following reports, but not limited to, must be generated by the application:
  - a) Reports based on time period/ location wise/ office wise
  - b) Call waiting time
  - c) Lost calls/ unanswered calls
  - d) Call time (Average Talk Time/Hold Time/Handle Time)
  - e) Hourly call details
  - f) Calls Handled
  - g) Abandoned Call Rate
  - h) Delay Before Abandon (Average/ Longest)
  - i) Time for After Call Work (Wrap Up)
  - j) Call origination report
  - k) SLA Reports
  - l) ACD (Automatic Call Distributor), CDR (Call Detail Report) and APR (Agent Performance Report) reports as per MPSAPS requirement.

**Note:** Any features that is not explicitly mentioned in the scope above is to be provided by the successful bidder if required for completing the objective of the RFP with no additional cost.



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## 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	Registration Number of the Firm (under Shops and Establishment Act) or Registration Number of the MPSAPS (under Companies Act, 1956) as applicable  (attested copies of the 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	Annual Turnover of bidder (INR Lakhs): Average of above 3 consecutive financial years: (CA certified copies of Balance Sheet and Profit & Loss Account of last 3 consecutive financial years to be enclosed)		
9	Income Tax Return of last 3 financial years (CA certified copies to be enclosed)		

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

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**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:

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**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:

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### A-3: Price Schedule

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

#### FORMAT FOR SUBMISSION OF FINANCIAL PROPOSAL

**Commercial Bid for** Selection of Agency (OEMs Only) for Supply, Installation, Commissioning and Integration of Call Management Application Licenses for Operation of District Nodal Call Centres in Madhya Pradesh -3<sup>rd</sup> Call:

S. No.	Particulars (A)	Price per Unit (INR) (B)	Quantity (C)	Total Cost (In figures) (D)=(B) x (C)
1	Rate for One (1) Call Management Application License ( <b>Call Center Agent Level</b> ) including AMC for two years after end of Warranty period.		260	
2	Rate for One (1) Call Management Application License ( <b>Call Center Agent and Supervisor Level</b> ) including AMC for two years after end of Warranty period.		52	
3	Rate for One (1) Call Management Application License ( <b>Administrator Level</b> ) including AMC for two years after end of Warranty period.		1	
4	Dedicated onsite resource cost for initial one year of contract		1	
5	Annual Maintenance Cost ( <b>AMC</b> ) of call management application licenses per license per annum after the contract period (4 <sup>th</sup> , 5 <sup>th</sup> & 6 <sup>th</sup> years).		313	
<b>Grand Total (In figures and words)</b>				

**Note:**

1. Above rates includes all other taxes, levies, transportation, delivery and service charges for onsite delivery except GST which shall be payable extra as per the prevailing rates.
2. The bidder shall indicate the prices in Indian Rupees (INR) only.
3. L1 bidder would be decided based on Grand Total of column (D) above.
4. Bids shall remain valid for a period of 180 days, from the date of opening of technical proposal.
5. The rates for additional licenses (if required) shall be fixed for the contract period of 3 years.

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6. The requirements are indicative which are based on current assessments, the payment would be made based on actual procurement as per unit cost quoted above.
7. AMC for 4<sup>th</sup>, 5<sup>th</sup> & 6<sup>th</sup> years (line item no. 5) would purely be at the discretion of SAPS to avail as per the aforesaid quoted rates.
8. For line item 4 & 5 above, bidders need to quote the cost for one year only.
9. The bidder shall provide updates to the software deployed (Call Management Application) with no additional cost during the contract period of 3 (three) years.

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**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)

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**A-5: Format for blacklisting**

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 Govt Agencies (Central/State/PSU/PSB) as on date.

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)

Selection of Agency (OEMs Only) for Supply, Installation, Commissioning and Integration of Call Management Application Licenses for Operation of District Nodal Call Centres in Madhya Pradesh -3<sup>rd</sup> Call

**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 10% 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 thirty (30) days after the validity of this guarantee.

\_\_\_\_\_ 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



Selection of Agency (OEMs Only) for Supply, Installation, Commissioning and Integration of Call Management Application Licenses for Operation of District Nodal Call Centres in Madhya Pradesh -3<sup>rd</sup> Call

\_\_\_\_\_ 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 this .....day of .....20 ..... at .....

Witness:

.....  
(Signature)  
.....  
(Name)  
.....  
(Official Address)

.....  
(Signature)  
.....  
(Name)  
.....  
(Official Address)

Authorized vide

Power of Attorney No: .....

Date.....

Selection of Agency (OEMs Only) for Supply, Installation, Commissioning and Integration of Call Management Application Licenses for Operation of District Nodal Call Centres in Madhya Pradesh -3<sup>rd</sup> Call

**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  
4<sup>th</sup> 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)

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**A-8: Technical Compliance Confirmation**

Call Management Application

S. No.	Item	Required Feature	Complied (Yes/ No)
1	Call Management Application	Automatic call distribution (ACD) facility	
2		Inbound call with Menu- Based IVR (Interactive Voice Response) in English and Hindi	
3		Outbound Dialing feature	
4		CMS should be accessible through the Web (PC based softphone)	
5		CMS should have Real-Time Dashboard	
6		Call details like Total No. of calls, calls/caller/day, Duration of calls	
7		Maintain log of all calls made and received based on extension and date/time	
8		Productivity report of all agents showing total calls and login states	
9		Time report to indicate peak and lean periods of calling	
10		Supervision and Administration functionality	
11		Historical and live Reporting facility	
12		Customizable reports as per Business needs	
13		Contact Management	
14		Recording and Playback feature and all recording should be saved in .wav or .mp3 file format	
15		Sound files can be searched on the basis of date, time, length of file, dispositions, customer phone number, agent id, campaign etc.	
16		Sound files should be archived and downloadable from the admin UI	
17		Sound files should be played in the browser itself	
18		Automatic Backup and Deletion facility of Sound Files	
19		Live Call Barge-in	
20		Advanced web-based Campaign manager and should support multiple campaigns such as Inbound, Outbound and Blended Campaigns	
21		Call Conferencing function	
22		Customized MoH (Music on Hold) for each	

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		campaign	
23		Facility to set calls backs from the agent/supervisor/Administrator interface	
24		Caller ID representation on Agent Screen	
25		Call Controls like disconnect, on hold, conferencing etc. to be available on agent screen	
26		Display the numbers to be dialed out for each agent on his/her screen for preview dialing	
27		Display previous interaction history	
28		Hot transfer from Agent to Agent	
29		Play customized signature tune to customer instead of Mute while keeping the customer on hold	
30		Screen Transfer in case of agent to agent call transfer (Caller details and other information displaying on first agent screen shall be transferred to the second agent in case of call transfer)	
31		Customizable Campaign	
32		Detailed ACD reporting with all such statistics as Total Calls Offered, Percentage Offered, Percentage Abandoned, Average Talk Time, Average Call Handling Time, Total Hold Time, Average Hold Time, Total Queue Time, Average Queue Time, etc.	
33		Facility for the agents to move to Preview (Manual Mode) in between Automatic/Progressive calling.	
34		Web based Interfaces for configurations.	
35		Telnet based access for monitoring the call flow (call flow monitoring is required at Administrator and Supervisor login dashboards)	
36		Multi Party Call Conference Facility from the agent screen with 100% recording of the conference call barge in facility for the supervisor to barge into any agent call for quality purpose	
37		Show agent status and status duration in real time with max time lag of 15 sec	
38		Call Transfer and 3-Way Calling - Being able to transfer a caller to another call center, department, or permit access to a third party	

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39		Facility to work from home/ login remotely into the call management application for all agents and use all its features and facilities should be part of the software licenses provided. There should be no requirement of additional hardware/software for this purpose. Agent should be able to login through mobile phone browser.	
40		The database of CMA should be able to connect with Power BI or another analytical tool. The vendor shall facilitate the integration of the same. API for the same shall be provided by MPSAPS	
41		CMA Software should be capable of conducting campaigns where no agents-based calling will be required. The calls shall only be delivered through IVRS. Facility for agent- based calling campaigns should be there.	
42		The CMA Software must also provide for missed call facility and should have the capability to obtain the appropriate phone number to be contacted, and the appropriate time within 24 hours for the call back.	
43		<u>Indicative Features of IVR</u>	
44		Receive all inbound calls on the specified telephone number	
45		Prompts the callers to make their selection(s)	
46		Identify callers through CLI and support intelligent call routing	
47		Provide an easy to configure system that enables the users to change the IVR tree with no hard coding	
48		Features to integrate with the rest of the proposed solution to provide seamless call center performance	
49		Provision of ignoring the IVRS and directly landing the call with agent	
50		Provision to configure important messages/advertisements on IVR free of cost during the waiting period.	
51		IVRS should be able to record caller's feedback on a scale of 1-5 (with 5 being the highest) signifying level of satisfaction of the caller and	

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		the same shall be mandatory at the end of each call. Some standardized calls which convey a standard message should be enabled through automated IVRS calls.	
52		IVRS must have features of 'key press input'	
53		Auto-recognition of the caller on IVRS should be enabled through some key identifiers like registered contact number	
54		Under the scope of this RFP, the agency shall design and develop <ul style="list-style-type: none"> <li>a. Designing of new IVR flow</li> <li>b. IVR development up to all required levels</li> <li>c. Skill based IVR and Agents Priority</li> <li>d. IVR queue wait time and position changes</li> <li>e. Third-party integration/API in IVR</li> <li>f. Agent UI development up to all levels of disposition</li> <li>g. Any call routing or call flow changes</li> </ul>	
55		<u>Indicative Features of Computer Telephone Integration (CTI)</u>	
56		Should be able to integrate with existing call center solution.	
57		Ability to generate service requests and register grievances.	
58		On transferring the call to another agent, the screen too should be transferred to that agent's screen	
59		The CTI must be capable of activating the fast dialing feature of the ACD (Routing of incoming call to specific agent based on pre-defined criteria)	
60		Call events should be handled from the system such as hold, retrieve hold, conference, transfer etc.	
61		In case of transfer of call (first received at centralized call center i.e. 181) to another call center/ location, the caller's (citizen) number should also displayed on the agent's screen (at call receiving end).	

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62		<u>Indicative Features of Automatic Call Distributor (ACD)</u>	
63		Handle 50K call volumes efficiently	
64		Provide highly configurable system for adding/removing users, assigning users to different queues and defining skill sets	
65		Support skill-based routing	
66		Allow calls to be transferred within the call center	
67		Support relaying of the information messages (marketing messages) to voice callers waiting in queues or on hold	
68		Skill based routing: Standard features like Call Transfer, Conference, Barge in, Dialed Number Identification Sequence (DNIS), Automatic Number Identification (ANI), Caller Line Identification (CLI)	
69		System should be able to intelligently route the callers to Agent's as defined by the administrator.	
70		System should announce the queue waiting time for the caller before getting attended by an agent.	
71		<u>Indicative Features of Monitoring and Reporting</u>	
72		Suitable feature in the application should be available to generate standard and customized report formats to measure/verify various SLAs, for monitoring the performance of agents, IVRS, ACD.	
73		Extraction of reports should also be available in common format like Excel, PDF, Word, etc.	
74		Reports based on time period/ location wise/ office wise	
75		Call waiting time	
76		Lost calls/ unanswered calls	
77		Call time (Average Talk Time/Hold Time/Handle Time)	
79		Hourly call details	
80		Calls Handled	
81		Abandoned Call Rate	
82		Delay Before Abandon (Average/ Longest)	
83		Call origination report	
84		SLA Reports	

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85		Any other report as requested by the MPSAPS	
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I hereby confirm that,

1. All components of the software are capable of functioning with all features from physical/virtual hardware platform.
2. The above information is correct and if any discrepancy or falsification is discovered at any subsequent stage, it shall result in disqualification of bid and/or imposition of liquidated damages.
3. It is also confirmed that all item supplied shall meet specifications mentioned by the MPSAPS above.

(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,

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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

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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.

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- (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.

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- 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:

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**A-10: OEM Undertaking**

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

Date: DD/MM/YYYY

To,

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

Sub: Undertaking that the bidder is the OEM for the proposed product.

Ref: Tender Reference No.\_\_\_\_\_.

Dear Sir,

I/We hereby unconditionally confirm that I/We are the Original Equipment Manufacturers of the (Proposed Product Name).

In case this undertaking is found to be false/fraudulent at any time, your department/ organization shall be at liberty to reject this tender/ bid (including but not limited to the forfeiture of the full earnest money deposit absolutely), cancellation of contract with applicable penalties including but not limited to forfeiture of performance bank guarantee and any legal action deemed fit by the department, in satisfaction of this condition

Yours faithfully,

(Signature of the Bidder, with Official Seal)