REQUEST FOR PROPOSAL (RFP)

For

Selection of Agency for Establishment & Operations of Call Centre for Revenue Department

Issued by:

Commissioner Land Records & Settlement and CEO
M.P. Land Records Management Society
(Government of M.P.)
Regd. Office: Moti Mahal, Gwalior-474001
0751-2441200, Fax No.2441202,
Email – clrgwa@nic.in, procurement.clr@mp.gov.in
Website :-www.landrecords.mp.gov.in
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</tbody>
</table>
NOTICE INVITING TENDERS

Online tenders are invited for “REQUEST FOR PROPOSAL (RFP) for Selection of Agency for Establishment & Operations of Call Centre for Revenue Department” for Revenue Department. The bid seals will be received online on the e-portal www.mpeproc.gov.in and http://landrecords.mp.gov.in up to date & time 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 at the time of opening of tender:

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Tender Specification No</th>
<th>Name of the Work/ services</th>
<th>Estimated Value of work (In INR)</th>
<th>Tender Fees (In INR)</th>
<th>EMD (In INR)</th>
<th>Due date of opening of tender online</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>MPCLR/2017-18/09</td>
<td>REQUEST FOR PROPOSAL (RFP) for Selection of Agency for Establishment &amp; Operations of Call Centre for Revenue Department</td>
<td>6 Crore</td>
<td>5,000/-</td>
<td>1,00,000/-</td>
<td>10.04.18 at 1530 Hrs</td>
</tr>
</tbody>
</table>

* For updated / extended due dates for opening of tender please refer to the key dates.

NOTE: -

(a) Other details can be seen in the complete Bid documents available on e-portal https://www.mpeproc.gov.in and http://landrecords.mp.gov.in

(b) Bid documents can be purchased only online and downloaded from https://www.mpeproc.gov.in by making online payment for the prescribed non-refundable tender fees. 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. The tender fee is inclusive of all applicable taxes.
(c) The relevant portion of tender, which tenderers have to fill online, would be available on above website on date mentioned against tender. The Bidders shall have to submit their Bids online and upload the relevant documents/forms as per time schedule (Key Dates).

(d) Since the 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, Agencies are requested to contact Madhya Pradesh State Electronic Development Corporation Ltd, State IT Centre, 2nd Floor, 47-A, Arera Hills, Bhopal-462011, Telephone No. 0755-2518500 / 269, E-mail: brahme@mpsedc.com or M/s Tata Consultancy Services Limited, 5th Floor, Corporate Block, DB Mall, Arera Hills, Bhopal- 462 011, Tel No. 0755-4075010, & Toll Free No. 18002588684, E-mail Address: eproc_helpdesk@mpsedc.gov.in.

(e) Bidders intending to participate in the Tender are required to get themselves trained on the e-Procurement System. They are required to contact the Service Provider-M/s Tata Consultancy Services Limited to confirm their session in advance.

(f) The required amount of EMD shall be accepted through online mode. The Bidders are required to invariably upload the valid documentary evidence of submission of online EMD or DD (or EMD Exemption Certificate if applicable) in envelope-A without which online offer i.e., Envelopes-B & C shall not be opened.

(g) 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 returned to the tenderer.

(h) 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://www.mpeproc.gov.in, also Purchaser's website http://landrecords.mp.gov.in but will not be published in newspaper. Hence, participant bidders are advised to regularly visit the websites until the bid opening. The Purchaser 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).

(i) The Purchaser reserves the right to reject any or all the tenders or accept any tender in full or part as considered advantageous to the Purchaser, whether it is lowest or not, without assigning any reason whatsoever it may be.

(j) The Bid document will be uploaded on portal on or before 20/03/2018. The interested bidders are advised to regularly visit the portal for the purpose.
KEY DATES & BASIC TENDER INFORMATION

<table>
<thead>
<tr>
<th>Particulars</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Work and services</td>
<td>REQUEST FOR PROPOSAL (RFP) for Selection of Agency for Establishment &amp; Operations of Call Centre for Revenue Department</td>
</tr>
<tr>
<td>Tender Specification Number</td>
<td>MPCLR/2017-18/09</td>
</tr>
</tbody>
</table>

Key Dates

<table>
<thead>
<tr>
<th>S  No.</th>
<th>Tender Stage</th>
<th>Particulars</th>
<th>Date &amp; Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Purchase of Tender Start Date</td>
<td>Tender Purchase – Online</td>
<td>20.03.18</td>
</tr>
<tr>
<td>2.</td>
<td>Purchase of Tender End Date</td>
<td>Tender Purchase – Online</td>
<td>10.04.18 at 1445 hrs</td>
</tr>
<tr>
<td>3.</td>
<td>Bid Submission End Date</td>
<td>Submission of Bid Online</td>
<td>10.04.18 at 1500 hrs</td>
</tr>
<tr>
<td>4.</td>
<td>Technical Proposal (Envelope-A) Open Date</td>
<td>Envelope –A (EMD)</td>
<td>10.04.18 at 1530 hrs</td>
</tr>
<tr>
<td>5.</td>
<td>Technical Proposal (Envelope-B) Open Date</td>
<td>Envelope – B (Techno-commercial bid)</td>
<td>10.04.18 at 1600 hrs</td>
</tr>
<tr>
<td>6.</td>
<td>Financial Bid (Envelope-C) Open Date</td>
<td>Envelope – C (Price Bid)</td>
<td>17.04.18 at 1530 Hrs</td>
</tr>
</tbody>
</table>

Note:

1. The bidders are required to submit all the desired documents online.
2. The bidders have to upload following documents online as per key dates

(I) IN ENVELOPE-A:

The Bidders are required to invariably upload the proof of submission of online EMD without which online offer i.e., Envelopes-B & C shall not be opened.

(II) IN ENVELOPE-B: -
The bidders have to upload the scanned copy of following documents online in Envelope – B as per key dates:

<table>
<thead>
<tr>
<th>Tender Form - upload duly sealed, signed &amp; dated scan copy</th>
</tr>
</thead>
<tbody>
<tr>
<td>i. Annex-I Proforma for Bid Form</td>
</tr>
<tr>
<td>ii. Annex-II Proforma for ‘No Deviations’ from Terms and Conditions</td>
</tr>
<tr>
<td>iii. Annex-III Proforma for Undertakings</td>
</tr>
<tr>
<td>iv. Annex-V Proforma for Conflict of Interest</td>
</tr>
<tr>
<td>v. Annex-VI Format for blacklisting</td>
</tr>
<tr>
<td>vi. Annex-VII Proforma for Pending Litigation</td>
</tr>
</tbody>
</table>

The scanned copy of the above schedules should be uploaded online and the supporting documents should be attached online. Please note that in absence of the supporting documents the offer may not be evaluated & is liable for rejection. If required & considered by Revenue department requisite documents & clarifications against the online submissions may be asked physically from the concerned bidder while evaluation of the offers.

(III) **IN ENVELOPE – C:**

The bidder has to quote their rates online as per Annex-IV to be submitted online as per key dates. Please note that, the Schedules of price bid, (Annex-IV), i.e. Financial offer (Envelope-C) will not be accepted physically. In case Envelope-C is submitted physically, the bid will be rejected. The entire price bid shall be opened online as per key dates.

- (3) The date of opening of financial / price bid may vary depending upon time require in techno-commercial evaluation & related issues. The bidders may please keep themselves updated regarding price bid opening from the E-portal.

- (4) In case of any of above dates is declared, as holiday / local holiday then the date will be shifted to next working day.
TENDER PURCHASE FORM

TENDER FORM

Commissioner Land Records & Settlement and CEO,

MP Land Records Management Society

(Government of M.P.)

Regd. Office : Moti Mahal, Gwalior-474001

Tender issued to M/s …………………………………………………….

……………………………………………..…...

…………………………………………………………

TENDER FORM

The undersigned hereby tender and offer, the Commissioner Land Records & Settlement (Government of M.P.) Regd. Office: Moti Mahal, Gwalior-474001 the document on “Establishment & Operations of Call Centre for Revenue Department” vide tender no. MPCLR/2017-18/09 which, under the terms thereof are to be executed by the Agency and to perform and observe the provisions and agreements or the part of the Contract contained in, or which can be reasonably inferred from the Bid documents annexed here to.

We have examined in detail and have understood and agree to abide by all the Terms & Conditions stipulated in the Bid document and in any subsequent communication from Revenue department, in this regard (if any). Our technical proposal is consistent with all the requirements of submission as stated in the Bid document or in any of the subsequent communication from Revenue department in this regard (if any).

We hereby undertake that the information submitted in our offer is complete and correct to the best of our knowledge and belief. We would be solely responsible for any errors or omissions in our offer. We agree that, in case of any ambiguity/ incompleteness found in the information furnished by us in the offer, it shall be interpreted by Revenue department to its advantage. We agree to abide by your entire tender / order Terms & Conditions.

Date the Day of………..

BIDDER’S SIGNATURE

(With Seal)

Bidders Address: - ………………………………
### GUIDELINES & INSTRUCTIONS TO BIDDER

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Title</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Website</td>
<td>Contractors / Vendors / Bidders / Suppliers / Agency can have access to free view of tenders by using centralizer Govt. of Madhya Pradesh portal <a href="http://www.mpeproc.gov.in">www.mpeproc.gov.in</a> and <a href="http://landrecords.mp.gov.in">http://landrecords.mp.gov.in</a> various departments.</td>
</tr>
<tr>
<td>2</td>
<td>Live Tenders</td>
<td>To Download / View the tender notifications and corrigendum free of cost from website, follow the steps given below: -</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1. Click on “TENDER” after opening the e-Procurement website.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2. Provide all or any one of the options like “Tender Number”, “Region/ Circle”, “Estimated Cost”, “Purchase of Tender Date (from and to)”, “Bid Submission End date” or “any key words from Tender Description”.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3. Click “Submit” to view the results. A list of tenders will appear on the screen.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>4. Click to print the notification.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>5. Click to view the cost free documents.</td>
</tr>
<tr>
<td>3</td>
<td>Registration &amp; Digital Signatures</td>
<td>For all the users it is mandatory to procure the Digital Signatures. For Digital Signature contact e-Procurement Help Desk. Agency/Contractors / Vendors / Bidders / Suppliers are requested to follow the below steps for registration: -</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1. Click “Register”, fill the online registration form.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2. Pay the amount of registration fees through Internet Payment Gateway. Any of the Master / Visa card will be accepted.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3. Send the acknowledgment copy to <a href="mailto:eproc_helpdesk@mpsdc.gov.in">eproc_helpdesk@mpsdc.gov.in</a> for verification.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>4. As soon as the verification is being done the e-Procurement user ID will be enabled.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>5. Before making the payment the Agency / Contractor / Vendor / Bidder will have to upload the following documents in scanned form in the website: -</td>
</tr>
<tr>
<td></td>
<td><strong>Documents to upload:</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
</tbody>
</table>
|   |   | (a) Company Address Proof  
(b) PAN Card  
(c) Company Registration Certificate |
| 4 | Participation in the Tender | After viewing the Tender Notification, if bidder intends to participate in tender, he has to use his e-Procurement User Id and Password which has been received after registration and acquisition of DSCs. |
|   |   | If any Agency/ Contractors / Vendors / Bidders / Suppliers wants to participate in the tender he will have to follow the instructions given below: |
|   |   | 1. Insert the PKI (which consist of your Digital Signature Certificate) in your System.  
(Note: Make sure that necessary software of PKI be installed in your system).  
2. Click / Double Click to open the Microsoft Internet Explorer (This icon will be located on the Desktop of the computer).  
Or  
3. Go to Start > Programs > Internet Explorer.  
4. Type www.mpeproc.gov.in in the address bar, to access the Login Screen.  
5. Enter e-Procurement User Id and Password, click on “Go”.  
6. Click on “Click here to login” for selecting the Digital Signature Certificate.  
7. Select the Certificate and enter DSC Password.  
8. Re-enter the e-Procurement User Id Password.  
9. Select the Departments from the drop box with which intends to participate in the tender. |
| 5 | Login |   |
|   |   | To make a request for Tender Document Agency/ Contractors / Vendors / Bidders / Suppliers will have to follow below mentioned steps: -  
1. Click “Un Applied” to view / apply for new tenders.  
2. Click on for online request.  
3. Pay the Tender Fee / Processing Fee online. |
<p>| 6 | Online Request for the Tender |   |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>7</strong></td>
<td><strong>Download Documents</strong></td>
<td>4. Click “Select Department” to switch over from one department to another.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>After making the request Agency / Contractors / Vendors / Bidders / Suppliers will receive the Tender Documents which can be checked and downloaded by following the below steps: -</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1. Click to view the tender documents, which are received by the user.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2. Tender document screen appears.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3. Click “Click here to download” to download the documents.</td>
</tr>
<tr>
<td><strong>8</strong></td>
<td><strong>Upload files – Technical Sheet / Price Sheet / mandatory documents</strong></td>
<td>To upload the supporting documents Agency / Contractors / Vendors / Bidders / Suppliers will have to follow the below mentioned steps: -</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1. Click “Click here to Attach the General Documents” to upload all the documents which are already saved in the vendor profile. This is the important and first step to be performed to avoid disqualification.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2. Click “Click here to enter EMD Details” to feed the EMD details and upload the scanned EMD.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3. You can opt for OTC or NEFT to pay EMD / form fee online.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>4. When the user finishes with the payment of EMD, the “Red colour” will automatically turn to “Black colour” which reflects that the user is two steps ahead for the submission.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>5. Click “Click here to Download Empty Document” to download the Technical / Price Sheet and fill the same without changing the “File Name” and save on to the computer.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>6. Click “Click here to Upload the Filled File”, select the filled file that was already filled and saved in the same name. Click “OK” to upload the filled Technical / Price Sheet to the tender.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>7. Note that when the user uploads the filled Technical / Price Sheet, the “Red colour” will automatically turn to “Black colour” which reflects that user is ready for the final submission.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>8. Provide the entire mandatory documents (if any) requested by the official.</td>
</tr>
<tr>
<td><strong>9</strong></td>
<td><strong>To Upload / attach the additional documents</strong></td>
<td>Once the supporting documents are uploaded, these are to be attached with tender by following steps: -</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1. To attach the additional documents to any tender click “Document Library” and upload the same.</td>
</tr>
</tbody>
</table>
2. Attach the required documents to the concerned tenders from general document section to the tender document screen.

| 10 | To Submit the Tender | After completing all the formalities Agency will have to submit the tender and they must take care of following instructions: -
1. Prior to submission, verify whether all the required documents have been attached and uploaded to the particular tender or not because once submitted bids cannot be revised.
2. Note down / take a print of bid control number once it displayed on the screen |
| 11 | To participate for the opening | 1. Tender opening event can be viewed online.
2. Competitors bid sheets are available in the website for all. |
| 12 | e-Procurement Help Desk | Help Desk Contact Details: -
Toll free no’s: 18002748484 / 18002745454
E-mail: eproc_helpdesk@mpsdc.gov.in |

**Section-I: Essential Tender Information**

<table>
<thead>
<tr>
<th>#</th>
<th>Particulars</th>
<th>Details</th>
</tr>
</thead>
</table>
| 1. | Name of works/services to be procured | Inviting proposals for Establishment & Operations of Call Centre for Revenue Department which includes following activities:
1. Establishment of a call Centre, which includes setting up the premises, procurement and setting up necessary furniture and all other things, required to operate a call Centre.
2. Installation and maintenance of all telecom and IT equipment for operations of Call Center
3. Attending consumer calls in English/Hindi Language
4. Registration of complaints /requests related to Revenue Department or provide the information sought to the callers.
5. Outbound calls for service of notices on parties to revenue cases, following up with officials for revenue case disposal.
6. Follow – up with field staff for updating status of complaints
7. Domain specific training to deployed manpower
8. Management of manpower deployed in Call Centre and ensuring smooth operations for during all days of contract period (including holidays). |
# Section-I: Essential Tender Information

<table>
<thead>
<tr>
<th></th>
<th><strong>Purchaser</strong></th>
<th>Revenue department Govt. of M.P.</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.</td>
<td><strong>Tender/Bid Specification Number</strong></td>
<td>MPCLR/2017-18/09</td>
</tr>
<tr>
<td>4.</td>
<td><strong>Bidding Type</strong></td>
<td>E-procurement</td>
</tr>
<tr>
<td>5.</td>
<td><strong>Contract Period</strong></td>
<td>3 Years</td>
</tr>
<tr>
<td>6.</td>
<td><strong>Tender/Bid Currency Settings</strong></td>
<td>Indian National Rupee (INR)</td>
</tr>
<tr>
<td>7.</td>
<td><strong>Non-refundable Bid document fee/Tender fee (INR)</strong></td>
<td>5,000/-</td>
</tr>
<tr>
<td>8.</td>
<td><strong>Bid Security/Earnest Money Deposit (INR)</strong></td>
<td>1,00,000/-</td>
</tr>
<tr>
<td>9.</td>
<td><strong>Pre-Bid Meeting/Conference if applicable (Date, Time and Venue)</strong></td>
<td>3 April 2018 at 1430 PM hours to be held at Madhya Pradesh Land Record Society, Office of the Principal Revenue Commissioner Revenue Building, Arera Hills Bhopal - 462011, M.P (India) Tel.: 07552550972 email: <a href="mailto:clrgwa@mp.nic.in">clrgwa@mp.nic.in</a></td>
</tr>
<tr>
<td>10.</td>
<td><strong>Availability of Bid/Tender documents starts on (Date, Time and Venue)</strong></td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td><strong>Availability of Bid documents ends on (Date, Time and Venue)</strong></td>
<td>As per key dates indicated above</td>
</tr>
<tr>
<td>12.</td>
<td><strong>Bid submission ends on (Last date, time and venue)</strong></td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td><strong>Bid opens on (Opening date, time and venue)</strong></td>
<td></td>
</tr>
<tr>
<td>14.</td>
<td><strong>Bid validity period (in days)</strong></td>
<td>180 days (from the date of Opening of Tender)</td>
</tr>
</tbody>
</table>

# Section-II: Eligibility Criteria for Bidders

(1) **General Eligibility Criteria**
## Section-I: Essential Tender Information

### The general eligibility criteria for bidders have been given in the table hereunder:

<table>
<thead>
<tr>
<th>S no.</th>
<th>Eligibility criteria</th>
<th>Supporting documents required</th>
</tr>
</thead>
</table>
| 1.    | 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, who are fulfilling eligibility criteria. | a) Attested copies of Memorandum and articles of association of Company in case of company, or attested copy of certificate of registration of firms and societies in case of Firms.  
       b) Attested copy of partnership deed of the form if firm is a partnership firm  
       c) List of its present directors/owners/Executive council members/trustees/board members of the bidder/Agency (as applicable) on official letterhead of the Agency duly signed by the authorized signatory of the bidder/Agency.  
       d) Affidavit of authorized signatory on its official letterhead duly signed by its board of Directors.                                                                 |
| 2.    | The bidder must be registered with **Goods & Service Tax (GST) Department**.                                                                                                                                           | Attested copy of the **Goods & Service Tax registration certificate** with code number issued by Government of India.                                                                                                       |
| 3.    | The bidder must be registered with ESI. In cases where ESIC is not applicable the Agency must get insured such deployed labours under Workman Compensation Insurance policy (WC policy) taken from any of the PSU's. | Attested copy of workman compensation Insurance policy (WC policy) taken from any of the PSU's for such manpower deployed.                                                                                                    |
| 4.    | No deviations from terms and conditions of Bid document.                                                                                                                                                                 | Proforma for ‘No deviations ’given in Annexure-II of this bid document duly filled and signed by the bidder is to be provided to the Purchaser.                                                                               |
| 5.    | Undertaking for mandatory compliance of all statutory liabilities and other terms and conditions as specified in the document.                                                                                         | Affidavit to be furnished on non-judicial stamp paper of INR 100 duly registered by notary as per the Proforma for undertaking given in Annexure-III.                                                                         |

### (2) The Technical Eligibility criteria for bidders have been given in table hereunder:

<table>
<thead>
<tr>
<th>S no.</th>
<th>Eligibility criteria</th>
<th>Supporting documents required</th>
</tr>
</thead>
</table>
### Section-I: Essential Tender Information

<table>
<thead>
<tr>
<th></th>
<th></th>
<th>Experience certificate from client organization or certificate shall be submitted in this regard.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>1.1. Bidder must have three (3) years of experience with knowledge and exposure w.r.t services rendered to call centre in India, including handling calls, registering complaints on CRM software, management of manpower deployed in call centre and management of overall operations in call centre, during last five (5) years.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1.2. In any case where in the Bidder has only provided manpower for call centre operations, the related experience will not be taken into consideration during evaluation of Bids.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1.3. Bidder must have executed or executing works of similar nature (call centre/ customer care centre/ IVRS/ Toll free Helpdesk) with one single order with minimum value of INR One Crore 50 Lakh (1.5) Crores, during last five (5) years.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>OR</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Two (2) orders with cumulative value of INR Seventy Five (75) Lakh during last five (5) years.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>OR</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Three (3) orders with cumulative value of INR Fifty Lakh (50) Lakh during last five (5) years.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1.4. Bidder must have operated or operating call centre with minimum One Hundred (100) seats</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>The successful bidder shall furnish labour license before signing of contract agreement.</td>
<td>Relevant Documents.</td>
</tr>
<tr>
<td></td>
<td>For purpose of above clause, Bidder shall submit undertaking of providing labour license from respective department of the state at time of submission of bid. The format of undertaking has been attached in Annexure-III.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>In event of non-submission of labour license, as per above provisions, EMD of successful bidder shall be forfeited and it shall not be allowed to participate in any</td>
<td></td>
</tr>
</tbody>
</table>
## Section-I: Essential Tender Information

Tender issued by Revenue Department Govt. of MP., for period of one (1) year.

### 3. TRAI Licenses

The Bidder shall have relevant license as per TRAI guidelines to operate call centre.

### (3) The Financial Eligibility criteria for bidders have been given in table hereunder:

<table>
<thead>
<tr>
<th>S no.</th>
<th>Eligibility criteria</th>
<th>Supporting documents required</th>
</tr>
</thead>
<tbody>
<tr>
<td>a)</td>
<td>Bidder must have annual turnover of at least INR one crore fifty lakh (1.5) Crores per financial year, for any three (3) financial years, during last five (5) financial years from similar activities (call centre/ customer care centre/ IVRS/ Toll free Helpdesk).</td>
<td>Copies of Audited statements like Balance Sheet, P&amp;L statement along with certificate from statutory auditor stating turnover from similar activities (call centre/ customer care centre/ IVRS/ Toll free Helpdesk).</td>
</tr>
<tr>
<td>b)</td>
<td>Bidder must have positive net-worth for financial year 2016-17.</td>
<td>Certificate from statutory auditor stating net-worth of Bidder.</td>
</tr>
<tr>
<td>c)</td>
<td>The bidder must provide its annual financial statements for last three Financial years duly audited by a Chartered Accountant.</td>
<td>Copies of Profit &amp; Loss account, balance sheet, cash flow statement and audit report duly certified by a Chartered Accountant for last three (3) consecutive financial years.</td>
</tr>
<tr>
<td>d)</td>
<td>The bidder must be registered with Income tax department.</td>
<td>Attested copy of original PAN card stating the number issued by Income tax department of India.</td>
</tr>
</tbody>
</table>
Section-III: 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 Purchaser in the context of this bidding process.

1.2 “Agency” shall mean the successful bidder who has received the Letter of Award from the Purchaser 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 “Bid documents” shall mean all the documents issued to the bidder to procure works/services.

1.7 “BG” shall mean Bank Guarantee.

1.8 “CC” or “Call Centre” shall mean call centre being operated by the successful bidder.

1.9 “CCR” or “Customer Care Representative” shall mean manpower deployed by the Agency in Call Centre for carrying out the activities as mentioned in this bid document.

1.10 “Companies Act” shall mean The Companies Act, 1956 (as amended or replaced from time to time).

1.11 “Contract” means the Contract Agreement entered into between the Purchaser 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.

1.12 “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 Purchaser as per the contractual provisions (if any).

1.13 “EMD” shall mean Earnest Money Deposit.

1.14 “Instruction” shall mean any drawings and/or instruction in writing, details, directions and explanations issued by the Purchaser 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
Section-III: Instructions to Bidders (ITB)

the addresses and shall be deemed to have been received when in ordinary course of post it would have been delivered.

1.17 “Purchaser” shall mean department of Revenue Government of Madhya Pradesh

1.18 “PSU” shall mean Public Sector Undertaking.

1.19 “Quarter” shall mean a period of three consecutive month starting from 1st April to 30th June/ 1st July to 30th Sep/ 1st Oct to 31st Dec/ 1st Jan to 31st March.

1.20 “Services” shall mean all the services, which the successful bidder is required to provide under the scope of work to the Purchaser under the Contract.

1.21 “Work Order” means written order signed by the Purchaser after the successful bidder has acknowledged the LoA.

1.22 “Work” shall mean services to be provided by the Agency under the ’Work Order’ or ‘Contract’.

2. Availability of Bid documents

2.1. The bid document will be uploaded on the Purchaser’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 Purchaser is hereby inviting unconditional bids for procuring works/services as specified in Section-IV: Scope of Work of this bid document through domestic competitive bidding (open bidding mode) from bidders fulfilling the criteria specified in Section-II “Eligibility criteria for bidders” of this bid document. The essential tender information has been provided in Section-I “Essential tender information” of this bid document.

4. Responsibility of bidder(s)

4.1. The Purchaser 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 Purchaser or any other data.

4.2. Verbal agreement or conversation with any officer/employee of the Purchaser either before or after the submission of bid shall not affect or modify any of the terms and conditions or obligations contained herein.

4.3. It shall be the sole responsibility of bidders to determine and to satisfy themselves by such means, as they consider necessary or desirable as to all matters pertaining to this bidding process including in particular all factors that may affect the cost, duration and execution of the works/services.

5. Eligibility criteria

5.1. The bidder(s) shall furnish, as part of their unconditional bid, documents establishing the bidder’s qualifications to perform the works/services to the satisfaction of the Purchaser. The detailed eligibility criteria are listed out in Section-II: Eligibility criteria of Bidders of this bid document.

5.2. Notwithstanding anything stated therein, the Purchaser reserves the right to inquire and review the bidder’s capability and capacity to perform the work during the course of evaluation.
Section-III: Instructions to Bidders (ITB)

6. Project site visit

The successful Bidder is required to arrange visits of officials of the Revenue Department to the call centre sites preferably in Madhya Pradesh, already operationalized by the bidder. If the officers are not satisfied / convinced with the existing, Call centre site of the successful bidder then the decision of the Commissioner Land Records to improve the facility / continue or not etc. shall be final this regard. The cost related to site visits by Officials shall be borne by the Bidder.

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 Purchaser.

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 Purchaser in writing through email/fax/post, to the address as mentioned in Section-I “Essential tender information” of this bid document.

8.2. The queries shall be accepted only from the accredited/authorized officers or executives of the bidder(s).

8.3. The Purchaser 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 submission of bid documents as prescribed by the Purchaser. Replies to the clarifications sought and corresponding amendment(s) to the bid, if any, will be uploaded on the www.mpeproc.gov.in and also on Purchaser’s website www.mprevenue.nic.in. All such clarifications shall form part of the bid documents and shall be incorporated in the bidder’s Proposal.

8.4. The Purchaser 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 Purchaser shall be circulated among all the bidders without disclosing the source of the queries.

9. Preparation of Bids

9.1. The bidder shall submit only one (1) 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 Purchaser.

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. All pages of the bid document(s) including conditions of Contract, specification, etc., shall bear the full signatures with official rubber stamp (at the bottom right hand corner of the page) by the bidder. Necessary documents in support thereof must be uploaded with bid documents at the time of submission, failing which bid will be treated as non-responsive and will not be considered. Any bid not bearing signatures on all the documents shall stand liable for rejection.
Section-III: Instructions to Bidders (ITB)

9.5. 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.

9.6. 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.

9.7. General information, which is not specifically requested for in the bid documents, must be uploaded along with techno-commercial proposal.

10. Deviations from terms and conditions of the bid

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

11. Bid Forms

11.1. Wherever a specific form or schedule is prescribed in the bid document, the bidder shall use the same to provide relevant information. If the form or schedule does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the required information.

11.2. For all other cases, the bidder shall design a form to get the required information from the bidder.

11.3. Purchaser shall in no case be bound by any printed conditions or provisions in the bidder's bid forms whatsoever.

12. Conditional Bid

12.1. The bidders shall offer only unconditional bid(s) as conditional bid(s) are liable to be rejected.

12.2. 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.

13. Deadline for submission of bids

13.1. Bids must be submitted online, no later than the time and date specified in Section-I “Essential tender information” of this bid document.

13.2. The Purchaser 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 Purchaser and bidders previously subject to the original deadline shall thereafter subject to the deadline as extended.

14. Late Bid

14.1. Bid(s) received by the Purchaser 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).

15. Withdrawal of Bids

15.1. 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-1: Essential Tender Information. If the bidder makes any withdrawal of bid during the above period, it shall result in the forfeiture of the bid security.

16. Associated cost of bid preparation and submission

16.1. 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.

16.2. The Purchaser shall in no case be responsible for or liable to the costs or in Purchaser's evaluation of bids, regardless of the conduct or outcome of the bidding process.

17. Pre-bid conference
**Section-III: Instructions to Bidders (ITB)**

17.1. The bidders may request for clarification or changes in the bid documents by submitting the issues prior to the pre-bid conference date as specified in Section-I “Essential tender information” of this bid document.

17.2. The Purchaser 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.

18. **Language of the bid**

18.1. The bid prepared by the bidder and all documents relating to the bid, exchanged between the bidder and the Purchaser 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.

19. **Amendment(s) to bid documents**

19.1. At any time prior to the deadline for submission of the bid or extended date, if deemed necessary, the Purchaser 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 Purchaser will bear no responsibility or liability arising out of non-receipt of the same in time or otherwise by the bidder. The Purchaser shall assume that the information contained therein will have been taken into account by the bidder in its bid.

19.2. The amendment(s) to bid documents shall be binding on all bidders.

19.3. In a scenario where the interested bidder has already submitted its bid post, which the Purchaser issues an addendum/amendment to this bid document then such bidders, shall be allowed to submit addendum to the already submitted bid.

20. **Earnest Money Deposit (EMD)**

20.1. Bidder can opt for submission of EMD through online mode.

20.2. Bidder shall upload documentary evidence of online submission of EMD in Envelope-A on e-proc portal.

20.3. Any bid proposal/offer not accompanied by the EMD shall be rejected.

20.4. If on opening of bid any discrepancy in EMD/bid security is found (relating to amount, etc.), the bid shall be rejected.

20.5. In case of unsuccessful bidders, the EMD or bid security 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 Purchaser.

20.6. If the successful bidder fails to furnish the Contract Performance 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 Purchaser.

20.7. 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 Purchaser.

20.8. The Purchaser 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.
Section-III: Instructions to Bidders (ITB)

20.9. The bank charges (if any) shall be attributable to the bidder.

20.10. 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-I “Essential tender information” of the bid document.

21. Documents comprising the bid

21.1. **Part-1: Envelope-A to be submitted online**, the scanned copy of documentary evidence of submission of online EMD or documentary evidences for exemption of EMD, whichever is applicable must be uploaded online in Envelope-A.

21.2. **Part-2: Envelope-B (to be submitted online only)**: It shall contain all the documents as notified in Section-II 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).

21.3. **Part-3: Envelope-C- Price Bid** - Price Bid shall be submitted online only in the Proforma as given in Annexure-IV. While preparing the Price Bid, bidders are expected to take into account the requirements and conditions outlined in the bid documents.

22. Submission of bid

22.1. The bidders are requested to ensure that they furnish the envelope–A and B appropriately online that should be DIGITALLY signed. The bidder should sign any correction / overwriting. An offer with correction / overwriting without signature of the bidder is likely to be rejected.

22.2. 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.

22.3. Transfer of the documents purchased online by one bidder to any other bidder is not permissible.

22.4. 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 Purchaser 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).

22.5. Nobody is authorized to receive or issue receipt of bid delivered by hand.

22.6. Post/Couriered/Telegraphic/Tele Fax/Telex/E-mail bids will not be accepted and will be summarily rejected.

22.7. 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 favour of authorised signatory.

22.8. 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.

22.9. 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.

22.10. 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.
Section-III: Instructions to Bidders (ITB)

22.11. The bid documents include certain statements, description, projections etc. with respect to the Purchaser and their businesses. They reflect various assumptions made by the management and/or their consultants. 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.

23. Opening of bids

23.1. The Purchaser shall open online bids at the date and time for opening of bids as specified in Section-I “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 Purchaser, the bids will be opened at the appointed time on the next working day.

23.2. The bidders’ names, bid prices, and the presence or absence of the requisite bid security/EMD and such other details as Purchaser at its discretion may consider appropriate will be recorded at the time of bid opening.

23.2.1. Opening of Envelope-A (containing EMD) and Envelope-B (containing Techno-commercial bid): The first envelope of proof of Earnest Money Deposit shall be opened on the due date and time of bid opening as specified in Section-I Essential tender information of this bid document. The requirement for EMD shall be verified and thereafter the second envelope, i.e. the Techno-commercial bid, shall be opened on the same date in respect of eligible bidders (whose EMD/bid security is found to be as per the requirements).

23.2.2. Opening of Envelope-C - Price bid: Price Part of only those Bidders shall be opened on-line who are determined as having submitted substantially responsive bids and are ascertained to be qualified to satisfactorily perform the Contract. A negative determination of the bids, shall be notified by the Purchaser to such Bidders and the price bid uploaded by them shall not be opened.

23.3. In the event, the Purchaser, in its discretion, decides not to open the bid for want of adequate response to the bidding, the Purchaser may either extend the bid pursuant to Clause no. 13.2 of Section-III: Instructions to Bidders or cancel the bidding process.

23.4. It is to be noted that the bid evaluation will be executed strictly as per procedure mentioned in Bid evaluation section.

24. Bid Evaluation

24.1. Preliminary Examination

24.1.1. The Purchaser 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.

24.1.2. The Purchaser 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 because of the technical and commercial evaluation.

24.2. Examination of Substantive responsiveness and Qualification requirement

24.2.1. Prior to the detailed evaluation, the Purchaser 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.
Section-III: Instructions to Bidders (ITB)

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, 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 Purchaser’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.

24.2.2. During bid evaluation, the Purchaser 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 Purchaser may give the Bidder not more than 7 working days’ notice to rectify/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.

24.2.3. Bids containing deviations from critical provisions will be considered as non-responsive.

24.2.4. If a bid is not substantially responsive, it will be rejected by the Purchaser, and may not subsequently be made responsive by the Bidder by correction of the nonconformity. The Purchaser’s determination of a bid’s responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

24.2.5. The Purchaser 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 Purchaser shall be the sole judge in this regard and the Purchaser’s interpretation of the Qualification Requirement shall be final and binding.

24.2.6. 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 Purchaser on the Bidder. It will be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder, as well as such other information, as the Purchaser deems necessary and appropriate. This shall, however, be subject to assessment that may be carried out, if required, by the Purchaser.

24.2.7. An affirmative determination will be a prerequisite for the Purchaser 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.

24.2.8. 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 Purchaser in past 3 years.

24.3. Techno-commercial evaluation

24.3.1. The Purchaser 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 Purchaser shall examine the information supplied by the bidders and other requirements in the Bidding Documents.

24.3.2. The bidders, whose bids are found to be substantially responsive, complete in all respects (as per necessary terms and conditions of bid document) and scoring a minimum of 60 marks out of 100 as per Technical evaluation scoring matrix given below shall be declared as eligible for Price bid opening.
### Section-III: Instructions to Bidders (ITB)

<table>
<thead>
<tr>
<th>S.no.</th>
<th>Parameter</th>
<th>Minimum marks allotted</th>
<th>Scoring criteria</th>
<th>Maximum marks allotted</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Technical</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Bidder must have three (3) years of experience with knowledge and exposure w.r.t services rendered to call centre in India, including handling calls, registering complaints on CRM software, management of manpower deployed in call centre and management of overall operations in call centre, during last five (5) years.</td>
<td>15</td>
<td>In case of more than three (3) years’ experience with knowledge and exposure w.r.t services rendered to call centre in India, including handling calls, registering complaints on CRM software, management of manpower deployed in call centre and management of overall operations in call centre, during last five (5) years.</td>
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<td>2</td>
<td>Bidder must have executed or executing works of similar nature (call centre/ customer care centre/ IVRS/Helpdesk) with One single order with minimum value of INR Two (1.5) One Crore fifty lakh, during last five (5) years. OR Two (2) orders with cumulative value of INR Two (75-lakh) Seventy-five lakh, during last five (5) years.</td>
<td>20</td>
<td>In case of financial value of a single order or cumulative values of two (2) or three (3) order is more than INR Two (1.5) One Crores fifty lakh during last five (5) years.</td>
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**Section-III: Instructions to Bidders (ITB)**

### OR

Three (3) orders with cumulative value of INR fifty lakh (50 Lakh) during last five (5) years.

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<td>3</td>
<td>Bidder must have operated or operating call centre with minimum One Hundred (100) seats</td>
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<td>If the Bidder has operated or operating call centre with more than One Hundred (100) seats</td>
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### Financial

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<td>4</td>
<td>Bidder must have annual turnover of at least INR three (1.5) One Crores 50 lakh per financial year, for any three (3) financial years, during last five (5) financial years from similar activities (call centre/customer care centre/IVRS/Toll free Helpdesk).</td>
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**Total**  
60  
100

### 24.4. Financial evaluation

#### 24.4.1.  
The bidders who are declared techno-commercially qualified shall stand eligible for price bid opening.

#### 24.4.2.  
The bidder shall be deemed to have satisfied himself before bidding as to the correctness and sufficiency of his bid for the work and the rates and prices stated in the schedule. The rates and prices quoted shall cover all obligation of the bidder under the Contract and all materials and things necessary for the proper completion and maintenance of the works/services. The Purchaser 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 that have not been identified in the Bid Envelope are liable to be rejected.

#### 24.4.3.  
The rates shall be quoted online in Proforma for Price Schedule both in figures and in words clearly and digitally signed by the bidder or its authorized signatory.

#### 24.4.4.  
Rate reasonability for bidders/agencies shall be exercised as per the discretion of the Purchaser.
Section-III: Instructions to Bidders (ITB)

24.4.5. The UNIT of measurement for quoting rate of the tasks specified in the Price & Quantity schedule (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.

24.4.6. The Purchaser will open on-line Price Bid at the specified time and date.

24.4.7. In respect of taxes, duties and other levies indicated by the Bidder in the Bid, which are reimbursable in line with the provisions of the bid document, the Purchaser based on which, if the Purchaser shall carry out required, necessary rectification and arithmetical correction, shall ascertain the applicable rate and amount thereof. The rate and amount so ascertained by the Purchaser shall prevail.

If the Bidder does not accept the correction of errors as per this clause, its bid will be rejected and the amount of EMD shall be forfeited.

24.4.8. The bidder with lowest financial quote (inclusive of taxes) shall be deemed the successful bidder to award the contract.

25. Tie breaking

25.1. 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.

26. Canvassing of bids

26.1. Bid shall be deemed to be under consideration, after opening of bid, until placement of order to the successful bidder. During this period, the bidders, their authorized representative, or other interested parties are advised strongly in their own interest, to refrain from contacting or influencing by any means any of the Purchaser’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.

27. Purchaser’s right to accept any bid, and to reject any or all bids

27.1. The Purchaser 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. The Purchaser in this regards shall entertain no correspondence, in any form, and at any time.

28. Currency of Price Bid

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

29. Interpretation of conditions of bid(s)

29.1. The Purchaser 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 Purchaser shall be final and binding on all the bidders.

30. Validity of bids

30.1. The bidder’s proposal must remain valid for acceptance for a period of 180 days from the date of opening of bid or any other extended date for their receipt or any other extended period consented upon by the bidders (The Purchaser may ask the bidder to extend the validity period of their bid) and during this period no bidder shall be allowed to withdraw their bid. Any such withdrawal during the said period will entail forfeiture of EMD of such Bidder. The bidders who agree to such extension shall confirm that they maintain the availability of the
### Section-III: Instructions to Bidders (ITB)

professional staff nominated in the proposal or in their confirmation of extension of validity of the proposal.

30.2. The bid along with the rates and condition thereby shall be open for acceptance of the Purchaser 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 Purchaser 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.

### 31. Issue of Letter of Award, Contract Signing and Issue of Work Order

31.1. Commissioner Land Records & Settlement (Government of M.P.) shall award the Contract to the bidder whose bid has been adjudged successful after techno-commercial and financial evaluation.

31.2. Commissioner Land Records & Settlement (Government of M.P.) shall issue a detailed Letter of Award (LoA) to the successful bidder.

31.3. Within thirty (30) 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.

31.4. After signing of the Contract Agreement, work order shall be issued by Commissioner Land Records & Settlement (Government of M.P.)

### 32. Commencement Period and Effective date of contract

32.1. The Agency shall be given a commencement period of fifteen (15) days from the date of signing of Contract agreement. During this period, the Purchaser shall provide training to CR deployed by Agency pertaining to various business processes of Purchaser, nature of complaints and respective stakeholders, operation of software and other relative trainings.

32.2. The Purchaser shall examine the functionalities of Call centre solution brought by the Agency. Post approval of the competent authority of the Purchaser, the Agency will be allowed to operate the call centre.

32.3. The Contract shall start after seven (7) days of date of signing of Contract agreement and such date shall be deemed as Effective date of contract for the contract purpose. It shall be noted that during commencement period, Agency shall not be paid for services as specified in tender document.
Section-IV: Scope of Work

1. **Background**

1.1. In a predominantly agrarian economy, records of land ownership is of great importance. It is important that the land records should be easily available for the landowners. The system should also provide for a simple, efficient and hassle free mechanism for requesting for modifications in land records. Madhya Pradesh the Land Records for the entire State has been computerized, i.e. the textual data of land records are 100% converted into electronic form. Information on Thirty Five million Khasra (Plot/Survey) numbers comprising of Eleven million Landowners is available in the land records database. Any change in the ownership related details, area, map etc. of the land records requires a decision from a Revenue Courts and further correction of the entries as per the decision of the court, in the land records by the patwari. For modifications or addition of other type of entries in the land records, the landowner has to contact the revenue department field staff.

To improve the efficiency of Revenue Courts and the process of modification of entries in the land records, the Revenue Department, GoMP desires to establish a call centre. The call centre shall act as a citizen touch point for requests for modification of land records for which revenue court decisions are not required and for improving the functioning of revenue courts by providing an additional means for service of notice on parties etc.

2. **Operating shifts at CCC**

2.1. Call Centre shall operate in two (2) shifts of eight (8) hours each. The shifts shall be divided according to following timings:

(1) Shift 1: 7 a.m. – 3 p.m.
(2) Shift 2: 3 a.m. – 11 p.m.

In case, Agency requests for change in timing of shifts with suitable justification for the same, Purchaser may allow such changes at its discretion. It shall be noted that operating hours of any shift shall not exceed eight (8) hours.

3. **Scope of Work**

3.1. **Establishment and operation of a Call Centre:** The successful bidder shall

   a) Identify a suitable premise and get the approval of the CLR to establish the Call centre at the approved premises.
   b) Establish and operate a call centre as per the terms in this document.
   c) Create necessary infrastructure for running a call centre.
   d) procure install and manage at his own cost the necessary telecom and IT infrastructure including software and licences required for the running the call centre
   e) identify necessary human resources, train and employ them for running the call centre

3.2. **In bound Calls**

   a) **Linking of Farmers mobile number with the land records:** On receipt of a call, the call centre executive will record details of the mobile number in the interface for land records provided to the executive. An OTP will be sent to the mobile number and the bhumiswami shall be requested to share the OTP received with the call centre executive. If the OTP gets validated the mobile number is linked to the land records.
Section-IV: Scope of Work

b) *Linking of Farmers Aadhaar number with the land records:* On receipt of a call, the call centre executive will record details of the aadhaar number in the interface for land records provided to the executive. An aadhaar authentication request shall be initiated. UIDAI will send an OTP to the registered mobile number and the bhumiswami shall be requested to share the OTP received with the call centre executive. If the OTP gets validated the mobile number is linked to the land records.

c) *Registration of crops grown:* On receipt of a call from the cultivator, the call centre executive shall record the details of the crop in the land records interface and send an OTP to the mobile number shared by the cultivator. The cultivator shall be requested to share the OTP received with the call centre executive. If the OTP gets validated the crop grown is saved in the land records.

d) *Registration of complaints regarding process of Revenue Courts:* The call centre operator will register process related complaints of revenue courts. These shall include non-registration of case after submission of application, non-assignment of dates for hearing and non-receipt of final order after case has been fixed for orders.

e) *Information related to land records/revenue courts/schemes of revenue department, etc.:* On receipt of a call the call centre executive shall provide the necessary information to the bhumiswami.

f) *Service of Notice:* Revenue court issue notices to citizens. The service of notice to the concern citizen is to be done by the call centre agent. Once a Revenue Court issues a notice, the call centre agent shall call the mobile number of the citizen as provided by the Revenue Court through the RCMS interface. The citizen shall be informed of the case for which notice is being served on him and in what capacity the citizen is being summoned by the Court. An electronic copy of the notice shall also be served through SMS and where possible through WhatsApp. In case the number does not belong to the citizen or the call goes unattended, the call centre executive shall record the same in the RCMS interface for necessary action by the Revenue Court.

3.3. **Outbound Calls**

a) *Follow Up with Presiding Officers of Revenue courts delayed court proceedings:* Follow up with revenue court officers for timely resolution of revenue court related matters as specified by the department from time to time.

b) *Publicity of Government Schemes:* The intended beneficiary is not aware about various public service schemes. The call centre executive will have to call the intended beneficiary and inform the citizen about the details of the schemes as provided by the Revenue Department.

c) *Feedback from citizens:* The Department may seek to obtain feedback on the functioning of the Department officials, Revenue Courts and Government Schemes.

4. **Responsibilities of Revenue Department (Govt. of Madhya Pradesh)**
### Section-IV: Scope of Work

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<td>4.1.</td>
<td>To provide acceptance &amp; Sign-off on the deliverables.</td>
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<td>4.2.</td>
<td>Providing guaranteed calls of 1.8 lakh per minute per month.</td>
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<td>4.3.</td>
<td>Approval of premises for setting up the call centre.</td>
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<td>4.4.</td>
<td>Engage the services of a telecom service provider for the call centre and reimburse the telecom charges to the successful bidder.</td>
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<td>4.5.</td>
<td>Any other activity, as may be necessary for successful project implementation.</td>
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### 5. Responsibilities of Agency

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<td>5.1.</td>
<td>The agency shall establish the call centre on the premises approved by the CLR. The agency must ensure a space of minimum 40 Sq. feet per person (including area for training, etc.). The agency shall install necessary furniture, equipment etc. that may be required for the functioning of the call centre. Sound Proofing is desirable.</td>
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<tr>
<td>5.2.</td>
<td>Agency shall install necessary IT and non-IT equipment for operation of CC including PCs, LAN connection with cabling, headphones, printers, scanners and any other required facilities for handling calls preferably in Madhya Pradesh. The infrastructure installed by Agency shall be property of Agency only.</td>
</tr>
<tr>
<td>5.3.</td>
<td>The entire cost of setting up and operating the call centre (including rent if any for the call centre premises) shall be borne by the successful bidder, unless and otherwise expressly stated elsewhere in this document.</td>
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<td>5.4.</td>
<td>Agency shall be responsible for house-keeping and security of CC.</td>
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<td>5.5.</td>
<td>Agency shall be responsible for electricity bill for operations at CC.</td>
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<tr>
<td>5.6.</td>
<td>Agency shall be responsible for the payment of telecom charges. The Government will reimburse the telecom bills.</td>
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<td>5.6.1.</td>
<td>No other commercial activity other than the specified in this bid document will be carried out in the premises.</td>
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<td>5.6.2.</td>
<td>The successful bidder will have to appoint one supervisor who will be nodal point for coordination with Client and supervising the performance of the agents. The supervisor must be available 24/7 on mobile.</td>
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<td>5.7.</td>
<td>Agency will recruit competent/ experienced person(s) strictly as per specified eligibility criteria for carrying out various jobs as per scope of work.</td>
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<td>5.8.</td>
<td>The Agency shall be responsible for management of manpower deployed in CC and ensuring smooth operations for two shifts during all days of contract period (including holidays).</td>
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<td>5.9.</td>
<td>Agency shall ensure minimum use of mobile phones by CCR(s) during shift(s), except during emergency cases.</td>
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<td>5.10.</td>
<td>Agency shall provide and maintain specified manpower to attend the consumer calls at CC. In the event any operator is sick / on leave replacement has to be arranged immediately by the Agency.</td>
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<td>5.11.</td>
<td>In case an integration is required from the call centre solution of the successful bidder and any application of the purchaser, the integration charges in such case shall be borne by the agency.</td>
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<td>5.12.</td>
<td>The Bidder will provide all Call – Logs, Voice – Logs, Voice recordings and other necessary details as required by Client and mentioned in this document.</td>
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<td>5.13.</td>
<td>All the expenditure pertaining to the manpower deployed for call centre operations and maintenance costs of all hardware/software will be borne by the successful bidder including the salaries and other benefits of the staff.</td>
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### Section-IV: Scope of Work

| 5.14. | The service provider will treat as confidential all data and information about Client, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of Client. |
| 5.15. | To facilitate the site visit of the officers of the Revenue Department as and when required. The cost shall be borne by the successful bidder. |
| 5.16. | Submission of the reports to department as mentioned in this document. |
| 5.17. | To prepare various deliverables as per requirements. |
| 5.18. **Confidentiality of data** | • The Agency shall maintain full confidentiality of the data, which is handled by them. Under no circumstances, the vendor shall divulge / reveal/ share/ download/ transfer data for purpose other than the assigned job for Revenue department.  
  • Electronic soft copy of any data or document etc. shall not be taken outside the premise of CC in any media like pen drive, CD, DVD, cartridge, floppy or any data transfer device.  
  • Any violation of this confidentiality clause may attract any or all of the penal actions as detailed below:  
    o Levying financial penalty as deemed fit  
    o Instant termination of the contract  
    o Blacklisting of the Vendor at least for 5 years  
    o Appropriate legal action as deemed fit  
    o Engaging other agencies to carry out the remaining work of the contract at the cost of the defaulting vendor.  
  • Agency shall be required to sign an undertaking for maintaining confidentially of data. |

### 6. Training Requirements

| 6.1. | Revenue department (Govt. of Madhya Pradesh) shall provide one time necessary training to CR(s), manager and supervisor engaged by the Agency as per provisions of Clause 32.1, Section III – Instruction to Bidders. |
| 6.2. | Revenue department (Govt. of Madhya Pradesh) shall not impart training to the manpower deployed by the Agency subsequently during the contract period, subject to Clause 8.1, Section-IV: Scope of Work. |
| 6.3. | Pursuant to above clauses, Agency shall provide trainings imparted by Purchaser to manpower deployed by it subsequently during the contract period. Agency shall ensure that manpower deployed by it should have full knowledge and experience to competently complete the assigned job. Revenue department (Govt. of Madhya Pradesh) shall provide premise for such trainings to the Agency. |

### 7. Compliance to Service levels of Performance

| 7.1. | Under this Contract, the Agency shall have to necessarily meet the service level standards of performance as specified in Clause 5, Section – VI: Special Conditions of Contract. On completion of first year of Contract Period, the Purchaser shall review the standards of service levels and can revise their values as per provisions of Clause 5.4, Section-VI: Special Conditions of Contract. Further, if Purchaser decides to include more services to be addressed by CC, then it can add new conditions in Service Level Agreement with mutual agreement with the Agency. |
Section V: General Conditions of Contract (GCC)

1. Purchaser’s representative

1.1. Purchaser shall appoint controlling Officer/Officer-in-charge after award of Contract, who shall carry out the functions and obligations of the Purchaser under the Contract.

1.2. Any decision, instruction or approval given by the Controlling Officer / Officer-in-charge of the Purchaser to shall be binding on the Agency.

1.3. The Controlling Officer / Officer-in-charge shall give all notices, instructions, orders, consents, certificates, approvals and all other communications under the Contract.

1.4. The Controlling Officer/ Officer-in-charge may authorize his representative(s) as site-in-charge for the works/services.

2. Agency’s Representative

2.1. The Agency shall employ at least one competent representative (name, address, telephone number, 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, (or if more than one shall be employed, then one of such representatives), shall be present whenever required and should be approachable in person or on phone at time and location as specified by the Purchaser. Any written order or instruction that the Controlling Officer/officer-in-charge or his duly authorised representative may give to the said representative of the Agency shall be deemed to have been given to the Agency.

2.2. 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 provide in his place a competent representative at the Agency’s risk and expense.

3. Bankruptcy/Insolvency of the Agency

3.1. 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 Purchaser shall be at liberty.

3.2. To give such liquidate, 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 Purchaser subject to his/her providing an appropriate guarantee for the performance of such Contract.

4. Duty and Behaviour of Agency’s Personnel – may not be required.

5. Checks and Supervision by the Agency

5.1. The Agency shall ensure that its personnel perform their duties efficiently by exercising frequent surprise checks and by appointing sufficient supervisory staff as felt necessary by the Purchaser. In case it is found that any damage has occurred due to negligence, ignorance or not performing the duty by the personnel of the Agency, all the losses so occurred to the Purchaser shall be recovered from the amounts payable to the Agency and his/her security deposits or Contract Performance Guarantee.

6. Notices and Instructions

6.1. The Agency shall furnish the complete address of its permanent office and local office along with telephonic numbers, fax numbers, emails, etc. to the Purchaser. Any notice or instructions to be given to Agency under the terms of the Contract shall be deemed to have been served on him if it has been sent at local office or to the address of the Agency last notified by them or delivered to authorized signatory.

7. Health of the Personnel deployed
### Section-V: General Conditions of Contract (GCC)

7.1. All persons deployed by the Agency shall be of sound physical and mental health and should not be under the influence of any drug or liquor during duty. In case it is found that any loss has occurred to the Purchaser’s property/interest due to deployment of such personnel, the same shall be recovered from the Agency.

### Uniforms and other supplies – may not be required and may be removed

8.1. The cost of uniform and other items required for due fulfilment of duties shall be borne by the Agency. The Purchaser shall not pay any extra charges (or any out-of-pocket expense) to the Agency against such items that are required for performing proper and efficient working.

8.2. Each deputed person shall carry Photo-ID card issued by the Agency and in case of expiry or not carrying the ID card or carrying expired ID card may attract a penalty as per Clause 5, Section – VI: Special Conditions of Contract. Agency will ensure timely issuance of the ID cards that will be valid for the period of Contract.

### Removal/Replacement of Personnel deployed

9.1. The personnel deployed by the Agency shall ordinarily be continued and shall not be changed without written intimation, consultation and approval of Officer-in-charge of the Purchaser.

9.2. Upon the written directions of the Officer-in-charge of the Purchaser, the Agency shall immediately remove from the works/services any person or persons deployed thereon, who may in the opinion of the Officer-in-charge be incompetent or responsible for misconduct. Such persons shall not be employed again on the works without the written permission of the Officer-in-charge, or any other officer authorized for such purpose.

9.3. All personnel engaged under this Contract by the Agency shall be employees of Agency. Purchaser shall not have any liability/responsibility to absorb the persons engaged by the Agency and/or extend any type of recommendation, etc. for obtaining any job with the Purchaser or elsewhere.

9.4. Pursuant to above clauses, if there is a conflict between the Agency and the deployed manpower, then the whole responsibility of the same would be of the Agency. Purchaser shall not be liable for any such issues.

### Force Majeure

10.1. 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.

10.2. 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 (subject to certification by Labour Commissioner), lock-out (subject to certification by Labour Commissioner), 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.

10.3. A notification to this effect duly certified by statutory authorities shall be provided by the Agency to the Purchaser.

10.4. The authority as decided by the Purchaser (including committee, etc.) shall decide upon Force Majeure cases and the decision of such authority shall be final and binding on bidder/Agency.

### Damage to property and injury to personnel
Section-V: General Conditions of Contract (GCC)

11.1. The Agency shall indemnify and keep indemnified the Purchaser 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.

11.2. The Purchaser shall not be liable for damage or compensation payable as per provision of law/act in respect or consequence of any accident or injury to any workmen or other person in the employment of the Agency. The Agency shall have to pay all claims, demands, proceedings costs, charges and expenses whatsoever in respect there of or in relation there to.

11.3. In the event of any accident and/or injury, in respect of which compensation may become payable under the Workman's Compensation Act-VIII of 1923 including all amendments thereof, Authorized officer of Purchaser shall have full powers to retain out of any sums payable/becoming payable to the Agency, any sum as may be deemed sufficient to meet such liability on receipt of award of compensation from the competent authority under the said act, and the same shall be adjusted from this amount. Any shortfall shall be recovered and any excesses shall be refunded. The opinion of the Authorized officer of Purchaser shall be final concerning all matters arising under this clause.

11.4. In case it is found that any theft or damage has occurred to the property or premises of the Purchaser 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 Purchaser shall be recovered from the Agency’s monthly bill or from their Security Deposit/Contract Performance Guarantee or in any other manner as may deemed fit.

11.5. In case any personnel of the Agency is implicated in any law suit or is injured by any person or group of persons, agitating mob, etc. during the course of performing his/her duty/their duties for the Purchaser, it shall be the sole responsibility of the Agency to defend its personnel in the court of law or to extend all medical and financial help, etc. without charging any cost to the Purchaser.

11.6. The Purchaser shall be deemed to be indemnified by the Agency for lapses or other mischief’s etc. by its personnel.

11.7. Claims arising due to “any activity” shall be liable for adjustment from amount payable to Agency from its bills.

12. Settlement of Disputes and Arbitration

12.1. If any dispute or difference of any kind whatsoever arises between the Purchaser and the Agency in connection with or arising out of the Contract, the parties will make every effort to resolve amicably such dispute or difference by mutual consultation. For this purpose, a committee may be constituted comprising representatives from both the parties. The committee shall be formed and convened by Commissioner Land Records & Settlement (Government of M.P.) 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.

12.2. The arbitration proceedings shall be conducted in accordance with the Madhya Pradesh Madhyastham Adhikaran Adhiniyam, 1983 as amended.

The cost of the arbitration shall be equally shared by the Purchaser and the Agency. The arbitration shall be conducted at the Headquarters of Arbitrator (Adhikaran) or Headquarters of Purchaser as may be applicable.
Section V: General Conditions of Contract (GCC)

12.3. Notwithstanding any disputes with reference to the Contract pending for arbitration, the Agency shall continue to perform his obligations in accordance with the Purchaser’s decision or instruction, and Purchaser shall continue to perform his obligations under the Contract including payment of any undisputed monies due to the Agency.

13. Jurisdiction

13.1. 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.

14. Blacklisting

14.1. In case(s) of severe default(s) by the Agency (including but not limited to clause No.19 of this section), the process of blacklisting or debarring of Agency and recoveries (if any) thereof may be undertaken by the Purchaser if deemed necessary.

15. Necessary Compliances (applicable in accordance with Eligibility Criteria)

15.1. The Agency shall provide and be responsible for payment of wages, salaries, and other statutory privileges and facilities as applicable to its personnel as per relevant and applicable law/rules/regulations and orders of the Central/State Government or local authorities or other authorities as are in force from time to time.

15.2. The Agency shall ensure all its employees are covered under national Accidental Insurance and National Life Insurance (Govt. of India Schemes)

15.3. All personnel engaged under this Contract by the Agency shall be employees of Agency. Purchaser shall not have any liability/responsibility to absorb the persons engaged by the Agency and/or extend any type of recommendation, etc. for obtaining any job with the Purchaser or elsewhere.

15.4. The Agency shall at the time of execution of the Contract have PF code number obtained from authorities concerned under the Employee’s Provident Fund and Miscellaneous Provisions Act, 1952 and remit contributions in respect of the employees employed by him to the PF office concerned every month or obtain the same within a month after the agreement for the concerned employees.

15.5. The Agency shall maintain all records/registers as required to be maintained under various labour laws and other statutory laws in force and as amended from time to time, mentioned above and produce the same before the Statutory Authorities as well as the Authorities of the Purchaser as per the time period defined by the Purchaser.

15.6. The Agency shall also submit periodical reports on various labour laws such as Contract labour (Registration & Abolition) Act-1970. Employees Provident Fund Act etc., under intimation to maintain the designation of the principal employer.

15.7. The Agency shall be responsible for payment of overtime wages to his workmen, if any, in case they are required to work beyond the prescribed hours under laws. Agency shall deploy adequate number of persons for execution of the Contract regulating their working hours and weekly off within the statutory limit.

15.8. The Agency shall provide their prescribed uniforms, identity card, name badges and safety items/kits etc. to his employees, as required under law.

15.9. The Agency shall in the event of his workman / employees sustain any injury or disablement due to an accident or any other cause arising out of and in the course of his employment, provide necessary medical treatment and pay compensation, if any, required under the Workmen’s Compensation Act, 1923 and other applicable laws.

15.10. If any of the persons engaged by the Agency misbehaves with any officials of the Purchaser, commits any misconduct in connection with the property of the Purchaser, or suffers from any serious communicable diseases, the Agency shall be liable to replace them immediately.
Section-V: General Conditions of Contract (GCC)

15.11. The Agency shall ensure that necessary information regarding the persons engaged by him is intimated to the concerning police station and a copy of the same shall be submitted to the concerned Officer-in-charge of the Purchaser.

15.12. The Agency should comply with all the applicable laws in force and effect for the time being, including being, registered under the various applicable labour laws.

15.13. Agency shall furnish indemnity bond at time of signing of Contract Agreement, indemnifying Purchaser against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs and expenses of whatsoever nature, arising from non-compliance of above mentioned clauses.

16. Taxes

16.1. The Agency shall be responsible for payment of all applicable taxes, duties and statutory/local levies arising because of commercial transactions under this Contract such as GST etc. Purchaser shall not be responsible for any tax related liability.

16.2. 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.

16.3. If any tax exemptions, reductions, allowances, or privileges may be available to the Agency, the Purchaser shall use its best endeavours to enable the Agency to benefit from any such tax savings to the maximum allowable extent.

16.4. The statutory deduction of taxes and duties at source, related to these works and services, shall be done by the Purchaser and tax deduction certificate shall be issued to the Agency wherever applicable as per law.

16.5. If any rates of Tax are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs in the course of the performance of Contract, which directly impacts tax liability of Agency in performance of this Contract, variation shall be paid, as applicable by the Purchaser.

17. Patent Indemnity

17.1. The bidder shall indemnify and hold harmless the Purchaser, his successors or assignees, its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Contract. In the event of any claim being made or action being brought against the Purchaser or its representative or its employees in respect of any such matters as aforesaid, the bidder shall immediately be notified thereof.

18. Conflict of Interest

18.1. The bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified.

19. Corrupt or Fraudulent Practice(s)

19.1. The Purchaser requires that the bidders observe the highest standard of ethics during the procurement and execution of the Contract(s).

19.2. In pursuance of this policy, the Purchaser defines, for the purposes of this provision the terms set forth below as follows:

19.2.1 “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.
**Section-V: General Conditions of Contract (GCC)**

19.2.2 “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 Purchaser, 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 Purchaser of the benefits of free and open competition.

19.3. The Purchaser 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.

19.4. The Purchaser may declare a bidder ineligible for issue of Contract/Award, either indefinitely or for a stated period, 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 Purchaser.

19.5. Any act of fraudulence, which can be purported or being attempted with intent to deceive the Purchaser, by the persons engaged in this work/service shall entail legal prosecution under Section 135, 150, etc. of Electricity Act, 2003 read with other provisions of Indian Penal Code (IPC). To safeguard against fraudulent practices necessary procedures will be finalized by the Purchaser. The Agency must (without fail) follow the instructions in this regard.
### Section VI: Special Conditions of Contract (SCC)

#### 1. Period of Contract

1.1. The Contract shall be applicable for a period of **three (3) years**. The contract may be extended for a further period of two years with mutual agreement between both the parties, at the same terms and conditions of the original contract.

1.2. The Agency shall be in obligation to pay the wages before 7th of every month to its deployed personnel equal to the minimum wages to the skilled personnel as applicable (as per the classification equivalent to the monthly/daily wages determined by the Commissioner of Labour, Govt. of Madhya Pradesh under Minimum Wages Act, 1948.) In this connection, the orders issued by Government of Madhya Pradesh revising the wages from time to time shall be binding on the Agency from the effective date mentioned in such notification.

1.3. The Agency shall discharge its liability for the deployed labour in respect of Employees Provident Fund under The Employees’ Provident Funds and Miscellaneous Provisions Act, 1952.

1.4. The Agency shall discharge its liability for the deployed labour in respect Employees state Insurance Corporation (ESIC) under The Employee’s State Insurance Act, 1948, and in case where ESIC is not applicable in a particular area then the Agency will get insured the deployed labour under Workmen Compensation Insurance Policy from any of the PSU’s.

1.5. The Agency shall also have to bear all other liabilities as per existing “Contract Labour (Regulation and Abolition) Act, 1970” and other applicable Labour Act as amendable from time to time.

1.6. The Agency shall also bear Other charges like leave, Salary, Group Insurance, Uniform, photo id etc.

1.7. The Agency shall be liable to give work off / holidays to the deployed labour as per The Contract Labour (Rules and Abolition) Act, 1970 and shall be liable to provide the substitute manpower.

1.8. The Agency shall have to provide Photo Identity card for each deployed manpower Service so that he can produce it whenever the officer-in-charge asks it.

1.9. The Agency shall have to make the payments of wages directly into a Bank Account of deployed manpower and shall provide details of their bank accounts number, bank name, etc.

#### 2. Quoting of Rates

2.1. While quoting the rates the Agency shall consider the variation arising due to compliance with minimum wages as specified by Commissioner of Labour, Government of Madhya Pradesh from time to time. It shall also include the Agency’s commission charges and all the expenses incurred in obligation as mentioned above in this section along with other charges, if any.

2.2. The Agency shall quote its rates/prices as per the Price Schedule given in Annex-IV: Format of Price Schedule 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).

2.3. The Agency shall be paid with minimum amount payable of 1.8 lakh minutes per month (Minimum Guarantee). This minimum guarantee shall be reviewed after completion of first year of Contract and shall be revised on discretion of Purchaser. Further, on completion of first year of Contract, it shall be reviewed and revised on six monthly basis.

#### 3. Submission of Bills

3.1. The Agency shall submit monthly bill with all prescribed documents to concerned office as prescribed by the Purchaser. The concerned officer shall pass the bill and forward it to Commissioner Land Records & Settlement (Government of M.P.) within seven (7) days from date of submission of bill by Agency.

3.2. While submitting the bills for payment purpose, the Agency shall have to enclose following documents for the work/service extended during the month:
Section-VI: Special Conditions of Contract (SCC)

3.2.1. Undertaking for compliance of ESI, PF & Other Statutory Obligations, as mentioned in Annexure IX

3.2.2. **Goods & Service Tax** receipt

3.2.3. Any other document, if applicable.

4. **Terms of Payment**

4.1. The net payment to the Agency, subject to provisions of Clause 4.2 of Section-VI: “Special Conditions of Contract” shall be given taking into account service levels complied by the Agency as per Clause 5, Section – VI: Special Conditions of Contract.

4.2. Calls with duration of less than 30 seconds shall be deemed as short calls. Short calls shall be excluded from the calculation of AHT. If the total percentage of short calls exceeds 5% of the total calls made (both incoming and outgoing) the calls in excess of five percentage shall be excluded from calculation of payments.

4.3. No separate payment shall be made for any item/ material procured by the Agency during the course of Contract. Payment to the Agency shall be given only on the services rendered as quoted by the Bidder as per Annex-IV: Format for Price schedule during the Contract period.

4.4. **Illustration: Computation of payment**

Let us assume,

- Price Quoted by Bidder per min of connected call (INR) = 1.00
- Duration of calls in month (min) = 10,000
- Total payment concerned for the month (INR) = 10,000
- Total incoming calls = 1,000

Service Level achieved (%) = 80%, Penalty (P₁) = INR 500
AHT (incoming calls) = 270 sec, Penalty (P₂) = INR 100
AHT (outgoing calls) = 140 sec, Penalty (P₃) = INR 100
Total abandoned calls = 30, Penalty (P₄) = INR 80
Other penalties = INR 0

Net payment payable to Agency (INR) = 10,000 – (P₁ + P₂ + P₃ + P₄) = 9,220

4.5. Payments shall be made promptly by the Commissioner Land Records & Settlement (Government of M.P.), but in no case later than thirty (30) days, subject to provisions of Clause 3, Section VI: Special Conditions of Contract. In case, any dispute arises related to the billed amount, then 80% of the net payment as mentioned in Clause 4.1, Section-VI shall be made and the balance amount payable/recoverable if any, shall be paid/adjusted along with next month’s payment.

In any bill payment related dispute/issue arising between Purchaser and Agency, a committee shall be formed and convened by Commissioner Land Records & Settlement (Government of M.P.) for resolution of such disputes. The committee shall resolve such issues within a period of 30 days from the day of identification of such issues.

In case there is no further resolution regarding bill payment related dispute/ issue within the stipulated timeline, then Clause-12, Section-V: General Conditions of Contract shall be applicable.

5. **Liquidated Damages Time Lines and Service Level Agreement**

5.1. **Project Time lines**
Section-VI: Special Conditions of Contract (SCC)

<table>
<thead>
<tr>
<th>S.N.</th>
<th>Activity/Task/Milestone</th>
<th>Time (in Weeks)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Project Start/ Signing of Contract</td>
<td>T</td>
</tr>
<tr>
<td>2.</td>
<td>Submission of Project Plan/ Inception Report</td>
<td>T+1</td>
</tr>
<tr>
<td>3.</td>
<td>User Acceptance Test and UAT sign off</td>
<td>T+4</td>
</tr>
<tr>
<td>4.</td>
<td>Domain specific training to Call Centre operators</td>
<td>T+5</td>
</tr>
<tr>
<td>5.</td>
<td>Inspection of premises for operation of Call centre and approval for establishment of the Call centre</td>
<td>T + 2</td>
</tr>
<tr>
<td>6.</td>
<td>Completion of the Call Centre premises establishment*</td>
<td>T + 10 weeks</td>
</tr>
<tr>
<td>7.</td>
<td>Go-Live</td>
<td>T+6</td>
</tr>
<tr>
<td>8.</td>
<td>Operational Phase</td>
<td>T+6 to 3 years after Go-Live</td>
</tr>
</tbody>
</table>

* In case call centre premises are not ready in T+ 6 weeks, permission to operate call centre in a temporary location shall be permitted to achieve Go-live in T+6 weeks.

SLR for deployment Phase

<table>
<thead>
<tr>
<th>S.N.</th>
<th>Activity</th>
<th>Base Line T in weeks</th>
<th>Expected Performance (in weeks)</th>
<th>Penalty for delay</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Go-Live</td>
<td>As per Time Line Matrix</td>
<td>As per Time Line Matrix</td>
<td>A Penalty of Rs. 10,000 per week for first two weeks, Rs. 25,000 per week for every subsequent week or Part thereof to a maximum of Rs. 1, 00,000. If the maximum penalty is reached, Revenue Department may consider termination of contract.</td>
</tr>
</tbody>
</table>

5.2. The performance of Agency shall be evaluated on the basis of various performance parameters as detailed out in matrix below. In case, Agency deviates from the desired levels of performance parameters, applicable penalties shall be levied.

5.3. Performance Matrix and Liquidated Damages (LD)

5.3.1. The following table lists down various performance metrics and desired service level standards for the corresponding metric.

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Performance Metric</th>
<th>Unit</th>
<th>Desired Standards</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Service Level</td>
<td>(%)</td>
<td>90%</td>
</tr>
</tbody>
</table>
### Section VI: Special Conditions of Contract (SCC)

<table>
<thead>
<tr>
<th></th>
<th>all incoming calls</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>2.</td>
<td>Average Call Handling Time (Incoming Calls)</td>
<td>Seconds</td>
<td>Equal or less than 240 seconds</td>
</tr>
<tr>
<td>3.</td>
<td>Average Call Handling Time (Outgoing Calls)</td>
<td>Seconds</td>
<td>Equal or less than 180 seconds</td>
</tr>
<tr>
<td>4.</td>
<td>Abandoned Call Rate</td>
<td>(%)</td>
<td>Less than 2 %</td>
</tr>
</tbody>
</table>

The performance metrics mentioned above shall have following meaning:

- **Service Level**: Service Level shall mean the percentage of incoming calls which are answered by CCR(s) within ten (10) seconds
- **Average call handling time (incoming calls)**: Average amount of time during which CCR(s) work with callers, including actual talk time, hold time and after call work/ wrap up time
- **Average call handling time (outgoing calls)**: Average amount of time during which CCR(s) work with company staff/consumers for follow-up and feedback
- **Abandoned call rate (%):** Percentage of calls abandoned

#### 5.3.2 In case, Service Level drops below desired standard, then Liquidated Damages (LD) shall be computed by the following methodology:

\[
LD = (Total\ payment\ due\ to\ the\ Agency\ for\ the\ concerned\ month) \times 50\% \times (Dip\ in\ Service\ Level\ in\ percentage\ points)
\]

For illustration purpose, let us assume:
- Total payment due to the Agency for the concerned month (INR) = 10,000
- Service Level achieved (%) = 80%
- Therefore, LD = 10,000 x 50% x 10% = INR 500

#### 5.3.3 In case, Average Call Handling Time (Incoming Calls) exceeds desired standards, then Liquidated Damages (LD) shall be computed by the following methodology:

<table>
<thead>
<tr>
<th>Increase in AHT (in sec)</th>
<th>Liquidated Damages (LD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 &lt; Increase in AHT ≤ 30 sec</td>
<td>1% x (Total payment due to the Agency for the concerned month)</td>
</tr>
<tr>
<td>30 &lt; Increase in AHT ≤ 60 sec</td>
<td>3% x (Total payment due to the Agency for the concerned month)</td>
</tr>
<tr>
<td>Increase in AHT &gt; 60 sec</td>
<td>5% x (Total payment due to the Agency for the concerned month)</td>
</tr>
</tbody>
</table>

For illustration purpose, let us assume
- Case 1:
  - Total payment due to the Agency for the concerned month (INR) = 10,000
  - AHT (incoming calls) = 271 sec
  - Therefore, LD = 3% x 10,000 = INR 300

Case 2:
### Section-VI: Special Conditions of Contract (SCC)

<table>
<thead>
<tr>
<th>Increase in AHT (in sec)</th>
<th>Liquidated Damages (LD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 &lt; Increase in AHT ≤ 20 sec</td>
<td>1% x (Total payment due to the Agency for the concerned month)</td>
</tr>
<tr>
<td>20 &lt; Increase in AHT ≤ 40 sec</td>
<td>3% x (Total payment due to the Agency for the concerned month)</td>
</tr>
<tr>
<td>Increase in AHT &gt; 40 sec</td>
<td>5% x (Total payment due to the Agency for the concerned month)</td>
</tr>
</tbody>
</table>

For illustration purpose, let us assume

Case 1:
Total payment due to the Agency for the concerned month (INR) = 10,000
AHT (outgoing calls) = 140 sec
Therefore, LD = 1% x 10,000 = INR 100

Case 2:
Total payment due to the Agency for the concerned month (INR) = 10,000
AHT (outgoing calls) = 141 sec
Therefore, LD = 3% x 10,000 = INR 300

5.3.5. In case, Abandoned call ratio increases above desired standard, then Liquidated Damages (LD) shall be computed by the following methodology:

\[
LD = (Total\ Abandoned\ Calls - (2\% \times Total\ Incoming\ Calls)) \times 200\% \times 4 \times (Price\ quoted\ by\ Bidder\ as\ per\ Annexure\ –\ IV)
\]

For illustration purpose, let us assume

Total incoming calls = 1,000
Total abandoned calls = 30
Price Quoted by Bidder per min of connected call (INR) = 1.00

\[
LD\ (INR) = (30-20) \times 2 \times 4 \times 1 = 80
\]

5.4. For first Quarter of Work from Effective date of contract (Clause 32, Section III), LD (Liquidated Damages) as per provisions of Clause 5.2 of this section, shall not be levied on the Agency. Further, for second, third and fourth quarter of Work, 50% of LD corresponding to each performance metric shall be levied on the Agency.

5.5. Pursuant to Clause 5.3 of this section, after completion of first year of Work, desired standards of each performance metric shall be reviewed by Revenue Department and can be revised in range of ±20% of corresponding values. It shall be noted that after completion of first year of Work, 100% of LD corresponding to each performance metric shall be levied on the Agency.

5.6. In case, misbehaviour on account of CR(s) is found by the Purchaser with satisfactory evidence for the same, then penalty @ INR 300/- per such proven complaint shall be levied on the Agency.
Section-VI: Special Conditions of Contract (SCC)

5.7. In case, if it is found that CCR(s) has not registered complaint for inbound calls, then penalty @ INR 300/- per such proven complaint shall be levied on the Agency.

5.8. In case, field staff complains about delay in closing of complaints on CRM by CCR(s), then penalty @ INR 300/- per such proven complaint shall be levied on the Agency.

5.9. In case, CCR(s) deployed by the Agency are found to be under influence of drug or liquor, or involves in any kind of misbehaviour with Purchaser's employees or its colleagues, then penalty @ INR 300/- per such proven complaint shall be levied on the Agency and Agency shall remove such personnel(s) pursuant to Clause 9, Section-V.

5.10. Purchaser shall listen to recorded outgoing calls on sample basis. In case, unnecessary outbound calls on account of Agency are found, then penalty @ INR 300/- per such identified call shall be levied. Further, the event of unnecessary outbound calls shall be considered as event of breach of trust of Revenue Department (Govt. of Madhya Pradesh).

5.11. Liquidated damages and penalties as mentioned in above clauses, in a month shall not exceed 15% of the total payment due to the Agency for carrying out these activities for the concerned month.

5.12. Every month the purchaser will notify the projected calls per day for that month. In case the number of calls received for any day in that month is more than 15% of the projected number of calls per day, that day would be treated as a black out day. No penalties would be applicable in the case of a blackout day for abandoned calls. In case of four or more than four black out days in a month the purchaser shall have the liberty to revise the projected calls for that month with prospective effect.

6. Contract Performance Guarantee (CPG)

6.1. The Agency shall furnish Bank Guarantee (valid for the entire Contract period + 3 Months and extension (if any) thereof)/Demand Draft/Fixed Deposit Receipt (FDR), for an amount equivalent to 10% of Annual Contract value. The bank guarantee shall be from a national bank or scheduled commercial bank.

For the purposes of calculation of the PBG the number of calls per day for the first year shall be assumed to be 5000 calls per day. From the second year onwards the actual number of calls received/made during the previous year shall be taken into consideration and the PBG will be revised accordingly.

6.2. Within thirty (30) 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.

6.3. Failure by the successful bidder to furnish the prescribed Contract performance 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 Purchaser 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.).

6.4. The Contract performance guarantee shall only be released subject to an undertaking by the Agency stating successful completion of Contract along with certificate form Purchaser's representative stating that all statutory compliances have been made successfully.

7. Termination of Contract
### Section-VI: Special Conditions of Contract (SCC)

#### 7.1. Event of default

The following events shall constitute an event of default. The occurrence of event of default shall lead to consequences as brought out in Clause 7.2

1. **If the Agency fails to start the works/services on the specified date and time, fails to deliver services as per Section-IV: Scope of Work and Clause 5, Section-VI: Special Conditions of Contract, repudiates the Contract before the expiry of such period, does not make the mandatory payments like EPF, ESIC and others liabilities if any, becomes bankrupt or insolvent, goes into liquidation.**

2. **The total penalty and LD amount shall be calculated for all defaults for every month and same shall be deducted from the payment. However, if the penalty amount is more than 10% of total bill amount for three consecutive months, it shall constitute an event of default.**

3. **If the performance of the Agency is found to be unsatisfactory.**

4. **If at any stage during the period of the Contract any case involving moral turpitude is instituted in a court of law against the Agency or his employees.**

#### 7.2. Termination upon occurrence of Event of default

1. **In case of occurrence of Event of default as mentioned in Clause 7.1 of Section-VI “Special conditions of Contract”, the Purchaser 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.**

2. **In case of non-mitigation of reasons of default/ non-responsiveness or unsatisfactory response from the Agency within the stipulated timeline as per Clause 7.2.1 of Section-VI “Special conditions of Contract”, the competent authority of the Purchaser may at its discretion, terminate the Contract either in part or full of the total services provided by issuing a termination order. The Purchaser shall not indemnify or compensate for any loss caused to the Agency by such terminations, whatsoever it may be.**

3. **Upon receipt of order of termination, the Agency shall immediately:**
   - a. cease all further work, except for such work as the Purchaser 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 site in a clean and safe condition;
   - b. deliver to the Purchaser the parts of the facilities executed by the Agency up to the date of termination;
   - c. to the extent legally possible, assign to the Purchaser all right, title and benefit of the Agency to the facilities as of the date of termination, and, as may be required by the Purchaser; and
   - d. Deliver to the Purchaser all non-proprietary drawings, specifications and other documents prepared by the Agency as at the date of termination in connection with the facilities.

#### 7.3. Termination for convenience

1. **The Purchaser shall be entitled to terminate the Contract without assigning any reason thereof at any time of their convenience, by giving order of such termination. The termination shall be effective after thirty (30) days from date of receipt of order of termination by Purchaser. In such event, the Purchaser shall not be responsible for payment of any compensation, whether in contract or otherwise. The Purchaser shall not indemnify or compensate for any loss caused to the Agency by such terminations, whatsoever it may be.**

2. **In the event of issue of order of termination under Clause- 7.3.1, the conditions as per Clause 7.2.3 of Section-VI: Special Conditions of Contract shall be applicable.**

#### 7.4. Effect of Termination
### Section-VI: Special Conditions of Contract (SCC)

| 7.4.1. | The Agency shall not be entitled for compensation to any loss which they it may incur in this regard. |
| 7.4.2. | The Purchaser shall recover from the Agency all applicable penalties as per provisions of Clause 5, Section – VI: Special Conditions of Contract. |
| 7.4.3. | In case any loss or damage occurs to the property/ items/ materials/ equipment etc. of the Purchaser, due to any act of Agency or its personnel, the Purchaser shall have the right to recover from the Agency the value of all such property/ items/ materials/ equipment etc. |
| 7.4.4. | The Contract Performance Guarantee submitted by the Agency shall be invoked and amount so realised shall be forfeited by the Purchaser, as a reasonable pre-estimate of the losses which have occurred to the Purchaser due to non-performance of the Agency. |

### 8. Confidentiality of data or information

| 8.1. | 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 Purchaser. 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. |
| 8.2. | 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. |
| 8.3. | 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. |

### 9. Acceptance or Rejection of bid/offer

| 9.1. | The Purchaser reserves the right to accept or reject any or all bids without assigning any reasons. The Purchaser 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. |
| 9.2. | Any defaulter Agency which has earlier participated in any tender for outsourcing of activities in any office/department of the Purchaser under Bhopal City circle and has not taken over the work against order placed on them (or) their order has been cancelled by the Purchaser 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 Purchase. |

### 10. Subletting

| 10.1. | Subletting of work shall not be allowed under any circumstances. |
| 10.2. | Agency shall not be allowed to undertake call center operations including complaint handling, logging of complaint, follow-up with field staff/consumers etc., from any other premises apart from his own premises as approved by the CLR preferably in Madhya Pradesh. |
Annexures

Annex-I: Proforma for Bid Form

*(To be included in Envelope No. 2)*

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Particulars</th>
<th>Details</th>
<th>Documentary proof attached. (Yes/No)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name of bidder</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| 2      | Office Address of bidder:  
Name of contact person:  
Telephone/Mobile No.:  
Fax No.:  
Email:               |                                                                         |                                     |
| 3      | Details of EMD:  
Amount:  
Date:  
Issuing Bank:       |                                                                         |                                     |
| 4      | Registration Number of the Firm (under Shops and Establishment Act) or  
Registration Number of the Purchaser (under Companies Act, 1956) as applicable  
*(attested copies of the registration certificate must be enclosed)*      |                                                                         |                                     |
| 5      | Date of establishment of Firm or Purchaser  
*(attested copies of the registration certificate must be enclosed)*         |                                                                         |                                     |
| 6      | 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)* |                                                                         |                                     |
| 7      | PAN Number  
*(attested copies to be enclosed)*                                         |                                                                         |                                     |
| 8      | **Goods & Service Tax Registration** Code Number  
*(attested copies to be enclosed)*                                         |                                                                         |                                     |
| 9      | Valid Labour License Number:  
Permissible limit of manpower supply:  
*(attested copies to be enclosed)*                                        |                                                                         |                                     |
| 10     | EPF Code Number  
*(attested copies to be enclosed)*                                          |                                                                         |                                     |
| 11     | ESI Code Number  
*(attested copies to be enclosed)*                                         |                                                                         |                                     |
| 12     | Annual Turnover of bidder (INR Lakhs):                                         |                                                                         |                                     |
Annex-I: Proforma for Bid Form

<table>
<thead>
<tr>
<th>No.</th>
<th>Item Description</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>13</td>
<td>Income Tax Return of last 3 financial years</td>
<td>(CA certified copies to be enclosed)</td>
</tr>
<tr>
<td>14</td>
<td>List of present Directors/Owners/Executive Council Members/Trustees/Board members of the bidder</td>
<td>(To be provided on official letter head of the bidder duly signed by the authorized signatory of the bidder)</td>
</tr>
</tbody>
</table>

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

Declaration:

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

All terms and conditions of Bid document are unconditionally and unequivocally acceptable to us and binding on us.

(Signature and Seal of the Bidder)

Date: ___________  Name and Designation: ____________________________

Place: ___________  Address and Contact: ____________________________
Annex-II: Proforma for ‘No Deviations’ from Terms and Conditions of Bid Document

(To be included in Envelope No. 2)

(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: _____________________________
Annex-III: Proforma for Undertakings

Undertaking / Declaration by the tenderer

The following declaration/Undertaking must be submitted by all the bidders on non-judicial stamp paper worth INR 100/- duly notarized

(A) “Regarding Conflicting of Interest”

I ……………………… sole proprietor / partner / Director ……………. of M/s,…………………… under take that I am not interested as a proprietor and/or partner and/or ............ in any other party/firm, participated in tender No. --------- Of Revenue Department (Govt. of Madhya Pradesh), Bhopal due for opening on ____/____/20___ for procurement of ------------------.

(B) “Regarding Black listing/Debarring of the firm”

We hereby undertake and submit the declaration that our firm/company is not debarred / black listed for future business with any state / central government / PSU/ any government agency.

In case, at any stage if the above declaration is found false or incorrect, the Revenue Department (Govt. of Madhya Pradesh) shall be free to take any punitive / legal action against us, as may be deemed fit, which shall be acceptable / binding on us and the consequences shall be to our account.

(C) “Regarding information/details given”

I, …………………….. Sole proprietor / partner / Directors of M/s. ………… ………. Is giving undertaking that details given are correct to the best of my knowledge and I agree to abide by all your tender/order terms and conditions.

PLACE: SIGNATURE OF TENDERER
NAME IN FULL
DATE DESIGNATION/ STATUS IN THE FIRM
COMPANY SEAL
## Annex-IV: Format of Price Schedule

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Particulars</th>
<th>Unit</th>
<th>Per unit Price including all taxes, cess, duties except GST @ INR per complete task (Rates to be rounded up to two decimal places) INR (in figures)</th>
<th>GST rate (%)</th>
<th>INR (in figures)</th>
<th>INR (in figures)</th>
<th>INR (in words)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Duration of connected call with consumers/field staff</td>
<td>Per min</td>
<td></td>
<td>18%</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Note:**

1. It may be noted that Payment for works to be performed under this Contract shall be released at contracted rates for aforesaid task only. Therefore, charges for all other incidental activities to be performed under this Contract as per Section IV “Scope of Work”, must be included in the rates quoted for above task by the Agency.
2. Payment shall not be made to Agency for internal calls done by CCR(s) internally within CC.
3. The financial evaluation shall be done as per procedure prescribed in Section III- “Instructions to Bidders”- Bid evaluation.
4. Payment related to all statutory taxes during the course of execution of this Contract shall be governed by Clause-20, Section-V (General Conditions of the Contract).
5. Only blank fields are mandatory to be filled.

*(Seal and Signature of the Bidder)*

Date: ____________  
Name and Designation: ____________________________

Place: ____________  
Address and Contact: ____________________________
Annex-V: 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 “Establishment & Management of Operations of Call Centre”.
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 true MADE AND DECLARED at this ___day of ______._________________

(Name and Designation)

(Agency seal)
Annex-VI: 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 blacklisted by any department of _____________ or its successor companies in the last three years for any duration.

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)
## Annex-VII: Proforma for Pending Litigation

Each Bidder must fill this form

<table>
<thead>
<tr>
<th>Year</th>
<th>Matter in Dispute</th>
<th>Value of Pending Claim in INR Equivalent</th>
<th>Value of Pending Claim in INR as a Percentage of Net Worth</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Annex-VIII (a): Proforma of Bank Guarantee (For Contract Performance)

(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 Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to __ percent (__ %) of the said value of the Contract to the Purchaser.

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 ___________ 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

REQUEST FOR PROPOSAL for Selection of Agency for Establishment & Operations of Call Centre for Revenue Department

Page 54 of 57
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) (Signature)

......................................................... .........................................................
(Name) (Name)

......................................................... .........................................................
(Official Address) (Official Address)

Authorized vide

Power of Attorney No: _____________

Date.........................................................

Note: 1. (#) Complete mailing address of the Head Office of the Bank to be given

2. The Stamp Paper of appropriate value (i.e. 0.25% of BG amount subject to maximum INR 25,000 as applicable) shall be purchased in the name of guarantee issuing Bank or the party on whose behalf the Bank Guarantee is being issued. The Bank Guarantee (BG) shall be issued on a stamp paper of value as applicable in the state of India from where BG has been issued or the state of India from where the BG shall be operated, whichever is higher.
## BANK GUARANTEE VERIFICATION CHECKLIST

<table>
<thead>
<tr>
<th>CHECKLIST</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Does the bank guarantee compare verbatim with standard Proforma for BG?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2(a). Has the executing Officer of BG indicated his name designation &amp; Power of Attorney No. / Signing power Number etc. on BG?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2(b). Is each page of BG duly Signed/ initialled by the executants and last page is signed with full particulars as required in the standard Proforma of BG and under the seal of the bank?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2(c). Does the last page of the BG carry the signatures of two witnesses alongside the signature of the executing Bank Manager?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3(a) Is the BG on non-judicial stamp paper of appropriate value?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3(b) Is the date of sale of non-judicial stamp paper shown on the BG and the stamp paper is issued not more than Six months prior to the date of execution of BG?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4(a). Are the factual details such as Tender Bid Document No., LOA No., Contract value etc. correct?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4(b). Whether Overwriting/cutting, if any on the BG, authenticated under signature &amp; seal of executants?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Is the amount and validity of BG in line with Contract provisions?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Whether the BG has been issued by a Nationalized bank / Non-Nationalized Bank acceptable to Buyer/Scheduled Bank in India (the applicability of the bank should be in line with the provisions of bidding documents)?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Annex - IX: Undertaking for compliance of statutory obligations

_______________________,

Commissioner Land Records & Settlement

(Government of M.P.)

Regd. Office : Moti Mahal, Gwalior-474001

Sub: - Undertaking of ESI, PF & Other Statutory Obligations (Circle Names)

Sir,

We <Agency Name and address> hereby declare and undertake as under:-

That We have compiled with the provision of Contract Labour (R&A) Act 1970 and have paid wages for the month of <Month Year> to all our employees in accordance to the minimum wages for the skilled/unskilled personnel as applicable (as per the classification equivalent to the monthly/daily wages determined from time to time by the Commissioner of Labour, Govt. of Madhya Pradesh under Minimum Wages Act, 1948.). And no dues are payable to any employee.

That we are complying with the Employees Provident Fund Act and Miscellaneous Provision Act and the Employee's State Insurance Act and contribution will be deposited on due date under our code numbers.

We further undertake that in case any liability pertaining to our employees in to be discharged by the principal employer for our lapse. We undertake to reimburse the same or the principal employer is authorized to deduct the same from our dues as payable.

For <Name of Service Provider>

Authorized Signatory

Dated:

********************************************************************End of Document********************************************************************