



Government of Madhya Pradesh

REQUEST FOR PROPOSAL – FOR APPOINTMENT OF THIRD PARTY AUDITOR FOR E-PROCUREMENT SYSTEM

**Madhya Pradesh State Electronics
Development Corporation Ltd.**

State IT Center, Arera Hills Bhopal

Website: www.mpsedc.com

GOVERNMENT OF MADHYA PRADESH

RFP NO. MPSEDC/OSD/TPA/274

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DISCLAIMER

All information contained in this Request for Proposal (RFP) provided/ clarified are in the good interest and faith. This is not an agreement and this is not an offer or invitation to enter into an agreement of any kind with any party.

Though adequate care has been taken in the preparation of this RFP document, the interested firms shall satisfy it-self that the document is complete in all respects. The information published in this document is not intended to be exhaustive. Interested Bidders are required to make their own enquiries and assumptions wherever required.

Intimation of discrepancy, if any, should be given to the specified office immediately. If no intimation is received by this office by the date mentioned in the document, it shall be deemed that the RFP document is complete in all respects and firms submitting their bids are satisfied that the RFP document is complete in all respects. MPSEDC, Government of Madhya Pradesh reserves the right to reject any or all of the applications submitted in response to this RFP document at any stage without assigning any reasons whatsoever. MPSEDC also reserves right to withhold or withdraw the process at any stage with intimation to all who have submitted their bids in response to this RFP. MPSEDC reserves the right to change/ modify/ amend any or all of the provisions of this RFP document without assigning any reason. Any such change would be communicated to the bidders by posting it on the website of MPSEDC.

Neither MPSEDC nor their employees and associates will have any liability to any prospective Respondent interested to apply or any other person under the law of contract to the principles or resolution or unjust enrichment or otherwise for any loss, expense or damage which may raise from or be incurred or suffered in connection with anything contained in this RFP document, any matter deemed to form part of this RFP document, the award of the Assignment, the information and any other information supplied by or on behalf of MPSEDC or their employees and Prime applicant (PA)/ Consortiums or otherwise arising in any way from the selection process for the Assignment.

Information provided in this document or imparted to any respondent as part of RFP process is confidential to MPSEDC and shall not be used by the respondent for any other purpose, distributed to, or shared with any other person or organization.

1 Notice Inviting Tender (NIT)

"RFP for Appointment of Third Party Auditor (TPA) for E-Procurement System"

MPSEDC invites Proposals from qualified and experienced agencies for appointment of TPA for E-Procurement project being undertaken by MPSEDC.

Interested Bidders, who qualify as per the criteria mentioned in the document, may submit their proposals through e-tendering latest by **02.03.2016 till 02:30 p.m.** on e-Procurement portal(www.mpeproc.gov.in). Bidder has to submit the document fee of **Rs. 2,000/-** (Rupees Two Thousand only) for RFP document, e-Procurement Processing fees and EMD amount through online payment at e-Procurement portal.

The detailed RFP document can be downloaded from the website www.mpeproc.gov.in; www.mpsedc.com.

(Managing Director)

MPSEDC

2 Important Dates

1.	Issuance of RFP Document	08 Feb 2016, Monday
2.	Pre Bid Meeting	18 Feb 2016, Thursday at 12:30 PM 'Aryabhata' Conference Room, II Floor MPSEDC Office Bhopal.
3.	Last Date and Time for Submission of Bids	02 Mar 2016, Wednesday till 02:30 PM at the office of MPSEDC.
4.	Technical Bid Opening	02 Mar 2016, Wednesday at 03:30 PM
5.	Financial Bid Opening	Would be communicated to shortlisted bidders
7.	Address for Communication	Managing Director, Madhya Pradesh State Electronic Development Corporation (MPSEDC) 47-A, Arera Hills, Bhopal, Madhya Pradesh 0755-25 18300 Email:brahme@mpsedc.com
8.	Earnest Money Deposit (EMD)	Rs. 1,00,000/- (Rupees One Lac only) to be submitted online through e-Procurement portal
9.	Bid Validity Period	180 days from the date of opening of bid.
10.	EMD Validity Period	180 days from the date of opening of bid.
11.	Performance Guarantee Value	10% of Contract Value to be Submitted by successful bidder before signing of Agreement
12.	Performance Guarantee validity period	3 Months beyond the contract period

Pre-bid Meeting:MPSEDC will host a Pre-Bid Meeting as per the schedule given in this RFP. All those who have obtained bidding document can participate in pre-bid meeting to seek clarification on the bid if any. Bidders shall submit their queries in writing to MPSEDC prior to pre-bid through email. Only queries/clarifications submitted in written will be considered.

3 Glossary

<u>Abbreviations</u>	
GoMP/GOMP	Government of Madhya Pradesh
Consultant	Third Party Auditor
Bidder	Agency which is participating in the bid as TPA
IT	Information Technology
MPSDC	Madhya Pradesh State Data Center
IA	E-PROCUREMENT Implementation Agency
SP	Service Provider (Same as IA)
MPSEDC	Madhya Pradesh State Electronics Development Corporation
NIT	Notice Inviting Tender
O & M	Operations and Maintenance
QoS	Quality of Service
RFP	Request for Proposal
SDC	State Data Centre
SL	Service Levels
SLA	Service level agreement
UPS	Uninterrupted Power Supply
MSA	Master Service Agreement between IA & MPSEDC
SP	Service Provider
MP	Madhya Pradesh
EMD	Earnest Money Deposit
LD	Liquidated Damages

BG/PBG	Bank Guarantee/Performance Bank Guarantee
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4 Introduction of MPSEDC

M.P. State Electronics Development Corporation Ltd. is the agency of the state working towards promotion & implementation of IT and e-Governance. It is the single-point of access to any IT business opportunity in Madhya Pradesh and encourages various players in the field of IT to come forward and invest in the state of Madhya Pradesh.

MPSEDC is committed to generate IT business for the public/private sector with a mandate from the Government to develop IT in the state. This includes opportunities for software development, supply of hardware & peripherals, networking and connectivity, web applications, e-commerce, IT training and an entire gamut of direct and indirect IT businesses.

4.1 E-Procurement System Background

GoMP had implemented E-Procurement system on a Private-Public-Partnership (PPP) mode. In this initiative Madhya Pradesh Electronics Development Corporation Limited acting state implementation agency and have engaged M/S Tata Consultancy Services Ltd. JV with Antares via competitive bidding process for period of five years from the date of Go-Live.

Service Provider has provided E-Procurement as a service and was engaged on a Build-Own-Operate (BOO) basis with Transfer – BOO (T) after the period of five years. By BOO, it is meant that the selected private partner had customized, deployed and maintained the E-Procurement infrastructure. It includes the modules like Centralized Registration of Contractors, Indent management, e-Auction, e-Tendering, Contract management, Catalogue management, e-Payments, Accounting and MIS.

Madhya Pradesh State Electronics Development Corporation (MPSEDC Ltd.) on behalf of Department of Information Technology, Government of Madhya Pradesh seeks proposals from reputed and experienced Companies to participate in competitive tendering for Appointment of Third Party Auditor (TPA) for E-Procurement system. MPSEDC Ltd. has decided to appoint a third party audit agency for independent regular review of E-Procurement infrastructure, application and operation & Management process to ensure information security and delivery of IT enabled services by solution will reach to intended service seekers.

5 Pre Qualification Criteria

1. The Bidder should be a legally registered entity in India and should have been in operation for at least five years. Incorporation/Registration certificate along with MoA/Bylaws (or similar legal document) should be furnished as documentary proof.
2. The bidders are NOT allowed to bid in consortium.
3. The Bidder should have an Average Annual Turnover of Rs.25 Crores (Rupees Twenty Five Crores) during the last 3 financial years (2012-13, 2013-14 & 2014-15). As documentary proof, Audited Balance Sheet & Profit & Loss A/c is to be submitted along with the bids.
4. The Bidder must have executed at least three projects of Third Party Audit (TPA) of an IT/ e-Governance project (Should be Web Applications only) in last 3 years with State wide implementation for any State/Central Government. Copy of work order/ PO shall be submitted with proposal.
5. The bidder must have at least 30 full time technically qualified personnel on its rolls in the area of Information Technology specifically in the areas of IT Audit/ Data Centre audit/ IT Infrastructure SLA audit & monitoring for IT related projects including IT infrastructure, IT security. A Certificate from Head (HR) or company secretary for number of such technically qualified professionals employed by the company to be submitted along with the bids.
6. The bidder shall not be under a declaration of ineligibility for corrupt or fraudulent practices- Self undertaking to be submitted by the bidder.
7. The bidder should not have conflict of interest i.e. should not have provided any IT services, including program management, systems integration, requirements specification etc., either directly, or indirectly through a consortium, in the past three years for Madhya Pradesh E-Procurement System. Self undertaking in this regard to be submitted by the bidder.

6 Scope of Work

The core objective for TPA is to provide objective assurance and audit services designed to monitor and assess the conformance by the IA and add value to improve the project operations. It helps the State to accomplish the project objectives by bringing a systematic, disciplined approach to evaluate and improve the effectiveness of infrastructure, operations, and service level management, control and governance processes. The third party audit agency (TPA) will audit the implementation, operations and management, payment flow, security and compliance with standards and processes of the project. The bidders are advised to study RFP document for E-Procurement which is available on <http://www.mpsedc.com/Final%20RFP%20of%20e-procurment%20for%20GoMP.pdf>

Study the Request for Proposal (RFP), Contract / Agreements signed between MPSEDC Ltd. and Service Provider (IA), the respective SLAs (if any) signed. Study the overall functionality of the E-PROCUREMENT portal & other infrastructure related to the project and identifies the gaps, if any.

The TPA would be engaged for a period of three years from the date of signing of Agreement. The period may be further extended on same terms & conditions as per the mutual Agreement.

- I. Review of the escalation mechanisms being followed to resolve any issues related to the project operations.
- II. TPA will be required to create framework and procedures for audit activities under the scope. In cases of significant non-compliance, establish a mechanism to resolve audit observations.
- III. Review communication process among the stakeholders MPSEDC Ltd., MPSEDC Project Team and Service Provider.
- IV. TPA would also conduct audit of the process, plan and results of the System implemented by IA. TPA shall verify availability of all the defined services as per the contract signed between MPSEDC and IA. IA shall be required to demonstrate all the services/features/functionality as mentioned in the agreement, to TPA.
- V. Prepare annual audit plan including stated audit areas and controls.
- VI. Prepare various templates required to be filled in by the various stakeholders involved in the audit process.
- VII. Verify E-Procurement portal "Uptime" , "Response Time" & "Load Testing" as defined in the MSA
- VIII. Verify the SLRs for Helpdesk support as defined in the MSA

A. Inventory & Infrastructure Audit (This verification can be done on random basis)

- I. TPA's audit would include the review of all hardware and software items that have been installed at the Data Center, Disaster Recovery center as per the conditions of RFP.
- II. TPA would review IT assets classification, ownership definition & Labeling of Assets.
- III. Review Service Provider's processes to monitor optimum utilization of infrastructure of IT Assets, license and Warranty / AMC details and overloading of resources.
- IV. TPA audit would include checking for unauthorized software usage.
- V. TPA shall apprise MPSEDC Ltd. about the health of the components through reports indicating the capacity vs. utilization and corresponding scalability requirements.
- VI. TPA audit shall include audit of Service Provider/OEMs recommendations to the MPSEDC Ltd. for capacity planning and upgrades as per the requirements of the E-Procurement system.
- VII. TPA shall also cover obsolescence of the physical & IT infrastructure, TPA would maintain track of end of life, end of license etc. and apprise MPSEDC Ltd. / Service Provider timely for upgrading / procurement of component. The audit report shall provide details of the infrastructure components that are due for obsolescence and provide recommendations for upgrade/refresh of infrastructure components and review plan of disposal of obsolete infrastructure components.
- VIII. Inventory Audit is to be performed periodically and the relevant changes in the year of the audit shall be recorded. Inventory Details shall be provided by the IA and TPA shall maintain a record at its end, which shall be updated by TPA based on information provided by the IA. .

B. SLA (Service Level Agreement) Monitoring Audit

- I. TPA shall tabulate, in a template, all possible measurable parameters as defined in the SLA. These parameters shall be checked with random performance indicator against each parameter as reflected in the SLA monitoring tool being used to monitor the services. TPA shall collate the results in a report and submit to the MPSEDC.
- II. TPA shall also review the configuration/deployment parameters of the SLA monitoring tool against the configuration report submitted earlier to MPSEDC and examine the process followed to generate the reports.

- III. TPA audit would include preparation of templates for reports to be submitted by IA to TPA/MPSEDC and report to be submitted by the TPA to MPSEDC. TPA shall also tabulate measurable parameters as defined in the respective SLA's.
- IV. TPA would proactively convey to the stakeholders any concerns based on the information generated using the reports.
- V. TPA would provide certification of work carried out by IA and perform penalty computation for each bill, as per the SLA and payment conditions mentioned in the agreement between IA and MPSEDC
- VI. TPA audit would also include center/site inspection to verify those parameters of the SLA, which cannot be monitored using Software Tools.
- VII. Review the helpdesk procedures established by the Service Provider and submit a quarterly Report with recommendations to the MPSEDC Ltd
- VIII. TPA shall review of the configuration, administration, hardening and regular backups of servers, network and security devices.
- IX. Review of the controls with respect to the application software patch management.
- X. Regularly check performance of the Service Provider as per the Service Level Requirements defined in the MSA.
- XI. Discuss escalated problems, new issues and matters still outstanding for resolution.
- XII. Review of statistics related to rectification of outstanding faults and agreed changes.
- XIII. Provide suggestions for changes to improve the service levels

C. Usage Audit

TPA would appraise MPSEDC about the health of the Software Application/portal, Hardware and Network through reports indicating the utilization, scalability requirements as per the current and envisaged State level applications etc.

D. Security Audit

- I. TPA would verify security audit of complete system as per standard Industry norms and submit recommendations to MPSEDC indicating the risk elements in the system.
- II. TPA would keep track of penetration testing and vulnerability testing on the system.

- III. TPA would review the policy of granting access to the application. Conduct study of MZ (materialized zone) & DMZ (de-materialized zone) zone at the Datacenter.
- IV. TPA would review the mechanism of obtaining data on user satisfaction, feedback on quality of service & post analysis of the same, and would submit a report with recommendations to MPSEDC. This task would be done on quarterly basis.
- V. Audit of network architecture from disaster recovery point of view.
- VI. Review of the Antivirus (AV) engines used and the updation of the AV patches.
- VII. Review of the failover configuration / setup of all databases, SAN, application servers (RAID configuration, network etc.).
- VIII. Review if Authorization, authentication and access control are in place for database and critical IT assets security.
- IX. Review Audit trail / Audit log generation and management processes.

E. Helpdesk Audit

- I. Evaluate Helpdesk reports provided to MPSEDC. Performance evaluation of helpdesk.
- II. Evaluate the planning and management processes used in Helpdesk operations.
- III. Number of Calls attended by Helpdesk, number of queries attended/un-attended by Helpdesk. Evaluate total resolution time from the time issue is logged.
- IV. Assessment of increase of manpower in the helpdesk
- V. Any other report as desired by MPSEDC

F. Operations and Management Audit

- I. The TPA would audit the overall Physical and IT infrastructure management processes of E-Procurement as per agreement signed between MPSEDC Ltd. and Service Provider.
- II. TPA would access the required policies; procedures document as per leading industry practices and apprise MPSEDC Ltd. in case of absence of document with Service Provider.
- III. TPA would be responsible for the review of the prepared policies / documents by Service Provider for E-Procurement system, and highlight gaps, if any.

- IV. If in future MPSEDC Ltd. management decides to implement and certify on ISO 20000 and / or ISO 27001 for E-Procurement, TPA need to support management by highlighting requirement of certification and TPA also would be responsible for review of document.
- V. TPA would review and analyze the services provided through E-Procurement system and its delivery mechanisms & post analysis of the same, would submit a report with recommendations to the MPSEDC Ltd.
- VI. TPA would review the Change Management, communication plan, configuration management, availability management, service level management etc. to ensure proper processes are in place for datacenter operation and maintenance.
- VII. Audit the capacity & utilization plan developed by the Service Provider and identify gaps.
- VIII. Audit the exit process for the service provider with keeping the transition processes and timelines in mind.

G. Payment Audit

- IX. Evaluate Payment gateway services provided to MPSEDC. Performance evaluation of Service Provider of Payment gateway.
- X. TPA would study the payment gateway solution and suggest necessary provisions for continuous improvement in performance of the system.
- XI. Review of process followed for Payment flow, bank reconciliation refund and its associated documentation and audit.

H. Exit Process/Transition Management Support

- I. TPA would envisage with the objective of ensuring preparedness of IA at all the time for any eventuality resulting in termination of contract. TPA audit includes support/ advice in the event of exit of the IA.
- II. Review the exit process as per the contract.
- III. Advice MPSEDC on documentation, process and procedures necessary for taking over the system from the IA
- IV. Provide advisory support during the transition period from the current IA to the new IA.
- V. Review of present service providers RFP, proposals and agreements, TPA reports, logged complaints of users (last 1 one year) and proposed solution

- VI. Preparation of Project Plan for the transition from existing service provider for E-Procurement to new service provider.
- VII. Study of existing Infrastructure, technology and process for E-Procurement system and will conduct a gap analysis of the available capacity and infrastructure for E-Procurement system. Highlighting existing issues and proposing their solutions through Report, GAP assessment should also include process and technical review of overall E-Procurement system and highlight any gaps.
- VIII. It is expected from consultant that based upon above mentioned gap assessment consultant will redefine the Functional Requirement specification for E-Procurement system and its transition towards new system.
- IX. Prepare “As-Is & Gap assessment Report” and “To-Be (Solution) report”.
- X. Conduct audit readiness of the State for such an eventuality on a Yearly basis.

7 Deliverables & Periodicity

Apart from the deliverables that are mentioned in the Scope of the RFP following are the indicative deliverables and their periodicity. However the TPA is required to assess the Deliverables and their periodicity as required for the Third Party Audit of E-Procurement Project.

Sr. No.	Deliverables	Periodicity
1.	Audit Framework & Procedures and Audit Plan	Once, subject to annual review for updates
2.	Infrastructure & Inventory Audit	Yearly
3.	Operations and Management Audit Report	Six Monthly
4.	Performance Audit	Regular (Ongoing)
5.	SLA Audit	Monthly
6.	Exit Process Support	Once
7.	Security & Compliance Audit	Quarterly
8.	Reporting and Updates	Monthly

8 **Obligations of the TPA**

A. General

Standards of Performance:

The TPA shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The TPA shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful advisor to MPSEDC, and shall at all times support and safeguard MPSEDC's legitimate interests in any dealings with Third Parties.

Terms of Reference:

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

Applicable Laws:

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

B. Confidentiality

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

Notwithstanding the aforesaid, the TPA and its Personnel may disclose Confidential Information to the extent that such Confidential Information:

- a. was in the public domain prior to its delivery to the TPA, and its Personnel of either of them or becomes a part of the public knowledge from a source other than the TPA, and its Personnel;
- b. was obtained from a third party with no known duty to maintain its confidentiality;
- c. is required to be disclosed by Applicable Laws or judicial or administrative
- d. or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the TPA, and its Personnel shall give MPSEDC, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and

C. Liability of the TPA

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

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

The Parties hereto agree that in case of negligence or willful misconduct on the part of the TPA or on the part of any person or firm acting on behalf of the TPA in carrying out the Services, the TPA, with respect to damage caused to MPSEDC's property, shall not be liable to MPSEDC:

- 1) for any indirect or consequential loss or damage; and
- 2) for any direct loss or damage that exceeds (a) the Agreement Value that will be signed, or (b) the proceeds the TPA may be entitled to receive from any insurance maintained by the Consultant to cover such a liability, whichever of (a) or (b) is higher.
- 3) This limitation of liability shall not affect the TPA's liability, if any, for damage to Third Parties caused by the TPA or any person or firm acting on behalf of the TPA in carrying out the Services subject, however, to a limit equal to the Agreement Value.
- 4) MPSEDC would define "quantum of loss" owing to partial execution of its liability by TPA.

D. Reporting Obligations

The TPA shall submit to MPSEDC the reports and documents specified in the RFP, in the form, in the numbers and within the time periods set forth therein as mandated by MPSEDC.

The Consultant shall electronically and in hardcopy, submit reports to MPSEDC. Such reports shall be submitted on the 15th and the last day of each calendar month by end of the business day and shall include a brief description of work performed during that fortnight by each of the Personnel.

E. Documents Prepared by the TPA to be Property of MPSEDC

- 1) All reports and other documents (collectively referred to as "Audit Documents") prepared by the TPA (or any Third Party) in performing the Services shall become and remain the property of MPSEDC, and all intellectual property rights in such Audit Documents shall vest with MPSEDC. Any Audit Document, of which the ownership or the intellectual property rights do not vest with MPSEDC under law, shall automatically stand assigned to MPSEDC as and when such Audit Document is created and the TPA agrees to execute all papers and to perform such other acts as MPSEDC may deem necessary to secure its rights herein assigned by the TPA.
- 2) The TPA shall, not later than termination or expiration of this Agreement, deliver all Audit Documents to MPSEDC, together with a detailed inventory thereof. The TPA may retain a copy of such Audit Documents. The TPA shall not use these Audit Documents for purposes unrelated to this Agreement without the prior written approval of MPSEDC.
- 3) The TPA shall hold MPSEDC harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as "Claims") which may arise from or due to any unauthorized use of such Audit Documents, or due to any breach or failure on part of the TPA to perform any of its duties or obligations in relation to securing the aforementioned rights of the MPSEDC.

F. Materials Furnished by MPSEDC

Materials made available to the TPA by MPSEDC shall be the property of MPSEDC and shall be marked accordingly. Upon termination or expiration of this Agreement, the TPA shall furnish forthwith to MPSEDC, an inventory of such materials and shall dispose of such materials in accordance with the instructions of MPSEDC. All project deliverables by TPA would also be considered as intellectual

property of MPSEDC. TPA is not permitted to re-use the same in any of their other assignments. The same however would be considered at a royalty cost to MPSEDC paid by TPA.

G. Providing Access to Project Office and Personnel

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

H. Accuracy of Documents

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

9 TPA'S Personnel

A. General

The TPA shall employ and provide such qualified and experienced Personnel as stated in the RFP and as per the Technical proposal as may be required to carry out the Services.

B. Deployment of Personnel

The designations, names and other particulars of each of the TPA's Personnel required in carrying out the Services are described on this RFP. All consultants' personnel should be employed on TPA's payroll.

C. Approval of Personnel

No Personnel shall be engaged without prior approval of MPSEDC.

If the TPA hereafter proposes to engage any person as Professional Personnel, it shall submit to MPSEDC its proposal along with a CV of such. MPSEDC may approve or reject such proposal within 14 (fourteen) days of receipt thereof. In case the proposal is rejected, the TPA may propose an

alternative person for MPSEDC's consideration. In the event MPSEDC does not reject a proposal within 14 (fourteen) days of the date of receipt, it shall be deemed to have been approved by MPSEDC. TPA will be limited to personal deployment to extent of profiles showed by them as part of their proposal. It shall be responsibility of TPA to ensure that the personnel's are being relieved is available for a considerable time for smooth knowledge transfer between the personnel.

D. Substitution of Personnel

MPSEDC expect all the Personnel specified in the Proposal to be available during implementation of the RFP. MPSEDC will not consider any substitution of Personnel except under compelling circumstances beyond the control of the TPA and the concerned Personnel. Such substitution subject to equally or better qualified and experienced personnel being provided to the satisfaction of MPSEDC.

E. Working Hours, Overtime, Leave, etc.

The Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as under the policy of MPSEDC, and the TPA's personnel remuneration shall be deemed to cover these items. Any taking of leave by any Personnel for a period exceeding 3 days shall be subject to the prior approval of MPSEDC, and the TPA shall ensure that any absence on leave will not delay the progress and quality of the Services. TPA will ensure that at all times at least one Consultant is available on a full time basis. For this purpose the TPA will keep adequate backup of consultants.

F. Resource Requirements

TPA would be required to deploy minimum one full time consultant who will be as per the below mentioned requirements.

- a) He /She should possess prior experience in IT/e-Governance consulting projects.
- b) He /She must be a full time employee of the TPA.
- c) The Consultant will undertake not to sub-contract any part of this scope of work to third parties.
- d) The consultant shall be deployed on an exclusive basis; no resource deployed under this project will work on any other engagement and a declaration for the same to be provided.
- e) The minimum qualifications and experience will be as following:

S #	Role	No.	Qualification	Total Work Experience Years	Experience in the domain of IT consultancy (years)
1	Consultant	1	B.Tech /B.E/ MCA , Certification mandatory: ITIL /CISA/ ISO 20000 /ISO 27001 LA /ISMS	7	5 (including areas of IT Audit/Data Centre audit/ IT Infrastructure SLA audit & monitoring for IT related projects including IT infrastructure, IT security etc.)

G. Project location

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

H. Working Hours / Days

- 1) When engaged, the consultants will keep to the normal working hours of State Government where the consultant is placed.
- 2) The consultants will also follow the holiday schedule of the State Government where they are placed.

10 Criteria for Evaluation:

The technical proposal will be evaluated using the following criteria:

A. Criteria for evaluation of Technical bids:

S.No.	Criteria	Maximum Score
1.	The Bidder should be a legally registered entity in India and should have been in operation for the last five years. Incorporation/Registration certificate along with MoA/Bylaws (or similar legal document) should be furnished as documentary proof.	15

	<p>5 to10 years (10 marks)</p> <p>More than 10 years (15 marks)</p>	
2.	<p>The Bidder should have an Average Annual Turnover of Rs. 25 Crores (Rupees Twenty Five Crores)from IT Audit services in last 3 years (2012-13,2013-14 & 2014-15). As documentary proof, Audited Balance Sheet & Profit& Loss A/c</p> <p>25 to 50 crores (10 marks)</p> <p>50 to100 crores (12 marks)</p> <p>More than 100 Cr. (15 marks)</p>	15
3.	<p>The bidder must have at least 30 full time technically qualified personnel on its rolls in the area of Information Technology specifically in the areas of IT Audit/ Data Centre audit/ IT Infrastructure SLA audit & monitoring for IT related projects including IT infrastructure, IT security. A Certificate from Head (HR) or company secretary for number of such technically qualified professionals employed by the company to be submitted along with the bids.</p> <p>30 to 50 Professionals (5 Marks)</p> <p>More than 50 Professionals (10 Marks)</p>	10
4.	<p>The Bidder must have executed at least Threeprojects (Only Web Applications) of Third Party Audit (TPA) of an IT/ e- Governance project in last 3 years with State wide implementation for any State/Central Government. Copy of work order/ PO shall be submitted with proposal.</p> <p>3 to 5 Project (15 marks)</p>	30

	6 to 10 Projects (23 marks) More than 10 projects (30 marks)	
5.	Technical Presentation (Approach & Methodology, Similar Assignments, Team composition, Execution Plan etc.)	30
	Total (Max) Score	100

Note: Bidder has to submit sufficient documents to support their claims for marks.

The commercial bids of only those bidders, who have scored at least 70 marks in technical bid evaluation process, will be considered for commercial bid evaluation.

B. OPENING & COMPARISON OF COMMERCIAL BIDS

1. The Commercial Bids will be opened, in the presence of Bidders' representatives (Maximum two for each bidder) who choose to present during opening. The Bidder's representatives who are present shall sign a register evidencing their attendance. It is not mandatory for bidders to attend the bid opening.
2. The Commercial Bid of only technically qualified bidders will be opened. Those technically qualified bidders shall be termed as Substantially Responsive. The decision of the MPSEDC in this regard shall be final. It would be mandatory for the bidders to appear for the technical presentation; otherwise they would not be considered for further stage of Financial Bid Evaluation.
3. The Commercial Bids will be opened and compared (after the technical evaluation is completed) for those Bidders whose technical bids reach the minimum threshold standards (i.e. 70 marks).
4. Bidder quoting "Lowest Bid Value" (L1) will be considered for final selection.
5. MPSEDC reserves the right to not to award the contract to the bidder lowest quoting bid value without assigning any reasons thereof.

C. COMMERCIAL BID REJECTION CRITERIA

Commercial bid will be summarily rejected on any of following situation:

1. Incomplete Price Bid.
2. Price Bids that do not conform to the Tender's price bid format.
3. If any condition or term, except those included in price bid format, written additionally in the price bid.

11 Payment to the TPA

A. Currency of Payment

All payments shall be made in Indian Rupees.

B. Mode of Billing and Payment

Billing and payments in respect of the Services shall be made as follows:-

- 1) MPSEDC shall pay to the TPA, only the undisputed amount after deducting the applicable taxes, if any.
- 2) The payment to the TPA shall be on quarterly basis subject to satisfactory assessment done by MPSEDC for the TPA activities. A pre-receipted bill in triplicate (for the audit and independent monitoring) shall be submitted to MPSEDC. In case of non-satisfactory performance, a penalty of 5% of the bill amount shall be deducted.
- 3) MPSEDC shall cause the payment due to the TPA to be made within 45 (Forty Five) days after the receipt by MPSEDC of duly completed bills with necessary particulars (the "Due Date").
- 4) All payments under this Agreement shall be made to the account of the TPA as may be notified to MPSEDC by the TPA.

12 Liquidated Damages and Penalties

A. Performance Security

- 1) Performance security shall be deemed to be an amount equal to 10% of the contract value.
- 2) The TPA will furnish a Bank Guarantee substantially in the specified form by scheduled Banks as performance security towards this contract.
- 3) The Successful TPA shall at his own expense, deposit with MPSEDC, within seven (15) working days of the date of notice of award of the contract or prior to signing of the contract, whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Scheduled Bank acceptable to MPSEDC, payable on demand, for the due performance and fulfillment of the contract by the TPA.
- 4) All charges whatsoever such as premium, commission, etc. with respect to the Performance Bank Guarantee shall be borne by the Consultant.
- 5) The performance bank guarantee shall be valid till the Expiration of Agreement plus Three

months, subject to annual renewals.

- 6) The Performance Bank Guarantee may be discharged/ returned by MPSEDC upon being satisfied that there has been due performance of the obligations of the Consultant under the contract. However, no interest shall be payable on the Performance Bank Guarantee.
- 7) In the event of the TPA being unable to service the contract for whatever reason, MPSEDC would evoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of MPSEDC under the Contract in the matter, the proceeds of the PBG shall be payable to MPSEDC as compensation for any loss resulting from the TPA's failure to complete its obligations under the Contract. MPSEDC shall notify the TPA in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the TPA is in default.
- 8) MPSEDC shall also be entitled to make recoveries from the TPA's bills, performance bank guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

B. Liquidate damages

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

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

C. Penalties and Service Level Agreement (SLA)

Subject to conditions of Contract if the successful bidder fails to deliver or perform the Services within the period(s) specified in Milestones indicated in Deliverables, MPSEDC shall, without prejudice to its other remedies under the Contract, deduct from the PBG, as penalty, a sum equivalent to 5% of the value of the submitted bill for each quarter thereof delay until actual

delivery, up to a maximum deduction of 10%. However if the delay (including extended timelines) is beyond two weeks or the maximum penalty of 10% is reached, the contract may be terminated by MPSEDC and the Performance Bank Guarantee can be forfeited.

D. Penalties

S #	Parameter	SLA	Penalty
1	Shortfall of attendance of compulsory resources	If a resource is absent for 3 consecutive working days without any prior notice & approval Then the resource will have to be replaced if required.	Rs. 10,000 replacement penalty for each absentee related replacement During the term of the project in addition to the below mentioned penalty for “Replacement of resources”.
2	Replacement of resources	Resources initially deployed are not to be replaced during the tenure of the project. In case resources are replaced, penalties will apply.	0 – 1st replacement - Nil 2nd – 3rd replacement – Rs. 25,000 per replacement. 4th – 6th replacement – Rs. 50,000 per replacement. >= 7th replacement – Rs. 1,00,000 per replacement.
3	Inability to Provide Replacement of in case of absence of consultant	At least one Consultant should be available on a full time basis at all times. In case no resource is made available by TPA for a period of more than 5 working days, penalties will apply.	Rs. 3000/- per day

13 Earnest Money Deposit (EMD)

The Bidder shall furnish, as part of its bid, a refundable EMD of INR 1,00,000/- (Rupees One lacs only) in form of online payment through e-procurement portal.

The bid will be disqualified if the EMD is not submitted along with the pre-qualification proposal. Unsuccessful bidder’s EMD will be released as promptly as possible, but not later than 120 days after the award of the contract to the successful bidder. The successful bidder’s bid security will be released after signing the Contract and deposit of Performance Bank Guarantee (PBG). No interest will be payable by MPSEDC on the amount of the EMD. The EMD may be forfeited in following cases:

1. If a bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any; or

2. In the case of a successful bidder, if it fails within the specified time limit to:

a) Sign the Agreement or,

b) Furnish the required Performance Bank Guarantee (PBG) – 10% of total contract value

14 **Performance Bank Guarantee**

The Bidder shall at his own expense, deposit with MPSEDC, within Fifteen (15) working days of the date of notice of award of the contract or prior to signing of the contract, whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Scheduled/ nationalized Bank of 10% of Contract Value acceptable to MPSEDC, payable on demand, for the due performance and fulfillment of the contract by the successful bidder.

All charges whatsoever such as premium, commission, etc. with respect to the PBG shall be borne by the TPA. The PBG shall be valid till the end of three months after the expiration of contract period and should be in the standard format prescribed by Reserve Bank of India.

15 **Settlement of Disputes**

A. Force Majeure

Notwithstanding the provisions of conditions of contract the Successful Bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its' delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

For purpose of this Clause, Force Majeure means an event beyond the control of the Successful Bidder and not involving the Successful Bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of MPSEDC either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises the Successful Bidder shall promptly notify MPSEDC in writing of such conditions and the cause thereof. Unless otherwise directed by MPSEDC in writing, the Successful Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

B. Termination for insolvency

MPSEDC may at any time terminate the Contract by giving written notice to the Successful Bidder, if the successful bidder becomes bankrupt or otherwise insolvent. In this event termination will be without compensation to the Successful Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to MPSEDC.

C. Termination for convenience

MPSEDC, by written notice sent to the Successful Bidder may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for MPSEDC's convenience, the extent to which performance of the Successful Bidder under the Contract is terminated, and the date upon which such termination becomes effective. However any undisputed payment to the invoices of the task accomplished by successful bidder would be paid by MPSEDC.

D. Dispute Resolution

Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure.

The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute. Any arbitration or dispute w.r.t. agreement will be treated under Arbitration and Reconciliation Act 1996. Any litigation can be filed only in Bhopal jurisdictions.

16 Instructions Regarding e-Tendering

- i) For participation in e-tendering module for any department, it is mandatory for prospective bidders to get registration on website www.mpeproc.gov.in . Therefore, it is advised to all prospective bidders to get registration by making on line registration fees payment at the earliest.
- ii) Tender documents can be purchased only online and downloaded from website www.mpeproc.gov.in by making online payment for the tender documents fee.
- iii) Service and gateway charges shall be borne by the bidders.
- iv) Since the bidders are required to sign their bids online using class – III Digital Signature Certificate, they are advised to obtain the same at the earliest.

- v) For further information regarding issue of Digital Signature Certificate, the bidders are requested to visit website www.mpeproc.gov.in . Please note that it may take upto 7 to 10 working days for issue of Digital Signature Certificate. Department will not be responsible for delay in issue of Digital Signature Certificate.
- vi) If bidder is going first time for e-tendering, then it is obligatory on the part of bidder to fulfill all formalities such as registration, obtaining Digital Signature Certificate etc. well in advance.
- vii) Bidders are requested to visit the e-tendering website regularly for any clarification and / or due date extension.
- viii) Bidder must positively complete online e-tendering procedure at www.mpeproc.gov.in
- ix) Department shall not be responsible in any way for delay /difficulties /inaccessibility of the downloading facility from the website for any reason whatever.
- x) For any type of clarification bidders can / visit www.mpeproc.gov.in and help desk contact no. 1800-2588684 Mail id : eproc_helpdesk@mpsdc.gov.in Support timings: Monday to Saturday from 10:00 AM to 7:00 PM.
- xi) Interested bidders may attend the free training program in Bhopal at their own cost. For further query please contact help desk.
- xii) The bidder who so ever is submitting the tender by his Digital Signature Certificate shall invariably upload the scanned copy of the authority letter as well as submit the copy of same in physical form with the offer of particular tender.

17 **Annexure 1 –Technical Proposal Form**

(To be included in Technical Proposal Envelope)

Date: --/--/20--

To,
Managing Director,
MPSEDC, Bhopal (M.P)

Subject: Proposal for Selection of TPA for E-PROCUREMENTSystem forMPSEDC.

Dear Sir/Madam,

Having examined the Bid Document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide services for Selection of TPA for E-PROCUREMENTfor MPSEDCand to meet such requirements & provide such services as are set out in the Bid Document.

We hereby attach the Technical Bid as per the requirements of the tender document.

We undertake, if our Bid is accepted, to adhere to the implementation plan (Key Events/ Activities and dates of the project) put forward in the RFP or such adjusted plan as may subsequently be mutually agreed between us and MPSEDC, GoMP or its appointed representatives. If our Bid is accepted, we will submit a Performance Bank Guarantee in the format as prescribed by a Scheduled bank in India, acceptable to MPSEDC, of (10% of contract value) for a period of 3 months post expiration of contract period. In case of the delay in the implementation of the assignment, the PBG will be extended accordingly.

We agree that you are not bound to accept the lowest or any Bid Response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the Bid Response without assigning any reason whatsoever.

It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company /firm/organization and empowered to sign this document as well as such other documents which may be required in this connection.

Dated this Day of2016

(Signature) (In the capacity of)
Duly authorized to sign the Bid Response for and on behalf of:

.....

(Name and address of the Bidder)

Seal/Stamp of Bidder

18 Annexure 2 –Technical qualification of the bidder

1) Bidder information sheet

S/N	Particulars	Details	Page no. (for any attachment)
1.	Name & Type of the Organization		
2.	Registered office address Telephone number Fax number Email		
3.	Correspondence Address		
4.	Details of the Contact Person (name, designation, address) Telephone number Fax number Email		
5.	Year and Place of the establishment of the Company/firm/society		
6.	Service Tax Registration details		
7.	Details of the offices present in Madhya Pradesh, if any		
8.	Quality Certifications, if any		

2) Financial capability

Format for providing Financial Information

S No	Description	Financial Year 2012-13	Financial Year 2013-14	Financial Year 2014-15
1	Overall Turnover			
2	Net Profit			
3	Net Worth			

3) Experience

Specific experience in contracts of a similar nature- should be submitted in multiples owing to more than one project description

S. No	Item	Guidelines	Attachment Ref. No. for details
1.	Name of the project		
2.	Client Details	Name; Contact Person's name and number.	
3.	Relevant Work Area/domain	Please specify the area of work/domain relevant to the requirement of this RFP.	
4.	No. of locations & number of manpower	Please specify no. of locations and manpower for implementation	
5.	Scope of Work	Provide Scope of Work; highlight Key Result Areas expected and achieved	
6.	Contract Value (in INR)	Provide particulars on contract value assigned to each major phase and milestone.	
7.	Project Completion Date		

19 Annexure 3 – Financial Bid Format

FINANCIAL BIDCOVERING LETTER

(To be printed on letterhead and to be included in Financial Proposal Envelope)

Date:

To,

Managing Director,
MPSEDC
Bhopal (M.P)

Sub/ Ref: Submission of Bid for Selection of TPA for E-PROCUREMENTforMPSEDC, Govt. of MP.

Having examined the Bid Document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer the services for Third Party Auditor for the Madhya Pradesh State Electronics Development Corporation, Govt. of MP. To meet such requirements and to provide services as set out in the Bid document following is our quotation summarizing our commercial proposal.

Particulars (A)	Period (in Months) (B)	Rate per month in Rupees (C)	Total Value in Rupees (exclusive of Service Taxes) (D) = (B) x (C)
Total price for the TPA services of E-Procurement as per the scope of work	36		
Total Amount			
Amount in Words			

Note

- 1 The total amount shall be considered for the evaluation of Bids. However, the payment shall be released as per actual work executed.
- 2 The amount quoted should be inclusive of costs towards travel/stay, daily allowance or any other allowances with respect to their staff deployed with respect to the execution of this project before or after the award of the contract.
- 3 The rates quoted should be inclusive of all Taxes and Duties excluding Service tax which shall

be payable extra as per the prevailing rates at the time of billing. However, at the time of billing, applicable taxes shall be indicated separately in the Bill.

We attach hereto the detailed commercial proposal breakup as required by the Bid document, which constitutes our proposal. We undertake, if our proposal is accepted, we will obtain a performance security issued by a nationalized bank in India, acceptable to MPSEDC for a sum equivalent to make it 10% of contract value in mentioned above of the total price as quoted in our commercial proposal of the Bid document for the due performance of the contract.

We agree for unconditional acceptance of all the terms and conditions in the Bid document and also agree to abide by this Bid response for a period of 180 days from the date fixed for Bid opening and it shall remain binding upon us, until within this period a formal contract is prepared and executed, this Bid response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to the MPSEDC is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the MPSEDC as to any material fact.

We agree that you are not bound to accept the lowest or any Bid response you may receive. We also agree that you reserve the right in absolute sense to reject all or any if the products/ service specified in the Bid response without assigning any reason whatsoever.

It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company/ firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

(Signature)

(In the capacity of).....

Duly authorized to sign the Bid Response for and on behalf of: (Name and Address of Company)

Seal/Stamp of bidder

CERTIFICATE AS TO AUTHORISED SIGNATORIES

I, certify that I am of the, and that who signed the above Bid is authorized to bind the corporation by authority of its governing body.

Date:

Place:

Name and Designation with Seal

20 **Annexure 4 – Self-declaration**

SELF-DECLARATION on non-blacklisting

Ref: _____

Date:

To,

MANAGING DIRECTOR, MPSEDC
Bhopal (M.P)

In response to the Tender _____ dated _____
for running the project, as a owner/partner/Director of
_____ I / We hereby declare that our Company/firm
_____ is having unblemished past record and was not declared ineligible/blacklisted
for either indefinitely or for a particular period of time.

Name of the Bidder: -

Signature: -

Seal of the Organization: -

21 **Annexure 5 – Self-declaration**

SELF-DECLARATION on No Conflict of Interest

Ref: _____

Date:

To,

MANAGING DIRECTOR, MPSEDC
Bhopal (M.P)

In response to the Tender _____ dated _____
for running the project, as a owner/partner/Director of
_____ I / We hereby declare that our Company/firm
_____ is not having any kind of conflict of interest i.e. we have not provided any IT
services, including program management, systems integration, requirements specification etc., either
directly, or indirectly through a consortium, in the past three years for Madhya Pradesh E-
Procurement System.

Name of the Bidder: -

Signature: -

Seal of the Organization: -