

August 2016

Request for Proposal

Implementation and Operation of
Dynamic Market Place for “Mayor
Express” in the City of Bhopal

Bhopal Municipal Corporation

BHOPAL MUNICIPAL CORPORATION, MATA MANDIR,
HARSHWARDHAN COMPLEX,
BHOPAL- 462003. MADHYA PRADESH

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, expenses associated with any demonstrations or presentations which may be required by the BMC or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the BMC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

ABBREVIATIONS/ ACRONYMS

ABBREVIATION/ ACRONYM	DESCRIPTION
BMC	Bhopal Municipal Corporation
BoM	Bill of Material
BoQ	Bill of Quantity
BSCDCL	Bhopal Smart City Development Corporation Limited
C&C	Command and Control
COTS	Commercial Off-The-Shelf
CAPEX	Capital Expenditure
CCTV	Closed Circuit Television
DBMS	Database Management System
DeitY	Department of Electronics & Information Technology
DoT	Department Of Telecommunication
EMD	Earnest Money Deposit
GIS	Geographic Information System
GIS	Geographic Information System
GOI	Government of India
GOI	Government of India
GoMP	Government of Madhya Pradesh
GPRS	General packet radio service
GPS	Global Positioning System
GRE	Generic Routing Encapsulation
GSM	Global System for Mobile
GUI	Graphical User Interface
HTML	Hyper Text Markup Language
HTTP	Hyper Text Transfer Protocol
HTTPS	Hypertext Transfer Protocol Secure
IA	Implementing Agency
ICT	Information Communication and Technology
INR	Indian Rupees
IoT	Internet of Things
ISI	Indian Standards Institute
ISO	International Organization for Standardization
ISO/IEC	International Organization for Standardization/International Electrotechnical Commission
ISP	Internet Service Provider
ITB	Instruction To Bidders

KPI	Key Performance Indicator
KPIs	Key Performance Indicators
LAN	Local Area Network
LCD	Liquid Crystal Display
MIS	Management Information System
NFC	Near Field Communication
NOC	Network Operating Center
O&M	Operation and Maintenance
OTP	One Time Password
PBG	Performance Bank Guarantee
PBG	Performance Bank Guarantee
PDF	Portable Document Format
PMGS	Parking Management and Guidance System
RFP	Request For Proposal
RFP	Request for Proposal
SI	System Integrator
TRAI	Telecom Regulatory BMC of India
UAT	User Acceptance Testing
VLANs	Virtual Local Area Network _
VMS	Video Monitoring Management System
VPN	Virtual Private Network
W3C	World Wide Web Consortium
WAN	Wide Area Network
Wi-Fi	Wireless Fidelity
WLAN	Wireless Local Area Network
XHTML	Extensible Hyper Text Markup Language
XML	Extensible Markup Language

NOTICE INVITING TENDER

FOR

Implementation and Operation of Dynamic Market Place for “Mayor Express” in the City of Bhopal

Notice No:- online tender no

Dated:- 19/09/2016

Bhopal Municipal Corporation (BMC) limited intends to procure comprehensive solution that would be used for Mayor Express initiatives in Bhopal Municipal Corporation. The solution would also be able to deliver domestic services to citizens and act as operational backbone for the delivery of the solution with the help of Digital Platform closely integrated with BMC Call Center and Bhopal + web and mobile application. Bhopal Municipal Corporation invites technical and financial proposals from reputed service to deliver an integrated solution and undertake responsibility for implementing and managing such solution.

Response to this tender shall be deemed to have been done after careful study and examination of this document with full understanding of its implications. This section provides general information about the Issuer, important dates and addresses and the overall eligibility criteria for the parties.

Issuer:

Commissioner

Bhopal Municipal Corporation (BMC)

1. Key Information

Tender Number	
Name of Work	Implementation and Operation of Dynamic Market Place for "Mayor Express" in the City of Bhopal
Name of Issuer of Tender	Commissioner, Bhopal Municipal Corporation
Prebid meeting	26/09/2016 15.00hrs
Date of Issue of tender Document	19/09/2016
Last Date for Submission of Bid	03/10/2016 15:00hrs
Date of Bid Opening	05/10/2016 17:00hrs
Date of Technical presentations	06/10/2016 13:00:00hrs
Date of Commercial Bid opening	10/10/2016 13:00hrs
Place of Bid Opening	Bhopal Municipal Corporation
Address of communication	Bhopal Municipal Corporation, Mata Mandir, Harshwardhan Complex, Bhopal- 462003. Madhya Pradesh
EMD amount	INR Fifty Thousand only (INR 50,000/-)
Cost of Document	INR Ten Thousand (10,000)
Availability of Tender	www.mpeproc.gov.in
Validity of Proposal	Proposals must remain valid 120 days after the Submission date.

Note:

Bhopal Municipal Corporation reserves the right to change any schedule of bidding process.

2. Background

Bhopal is among the first 20 cities selected in first round of smart cities challenge under Government of India’s (GoI) smart cities mission (SCM) to implement the smart city proposal (SCP).

Bhopal Municipal Corporation (BMC) is planning to bring a common platform to the citizens of the city, where they can avail various kinds of domestic and house hold services with good quality and efficiency. These services may be like Electrician, Plumber, Carpenter, Mason, Driver, Gardener, Painter, Accountant, Air Conditioner Servicing, Baby Sitter, Beautician, Car Cleaner, Cook, Dish Washer, Domestic Maid, Electricity Generators, House Cleaning, Labour, Laundry, Nurse, Party Entertainer, Personal Trainer, Pest Control, Pet Worker, Photographer, Physiotherapist, Tutor, Vehicle Break down Support, Yoga Trainer, etc.

BMC has taken up various measures towards effective service delivery for its citizens and envisages engaging with them to get feedback and suggestion to continuously improve overall performance and make Bhopal as a city of choice for people to live in. BMC has also been continuously working towards making the lives of citizens simpler by employing ICT to deliver various Citizen Services in a transparent and efficient manner.

Basically BMC plans to provide a “**Market Place**” of good quality services to the citizens of the City in the form of **Digital Platform**. Based on the recent studies have proven that Bhopal has very good potential as a market for such services via digital media. Below is the overview of Bhopal which explains the potential of the city.

2.1 Overview of Bhopal City

- **Population – 2371061 (Census, 2011)**
- **Municipal Area – 450 sq km**
- **Literacy – 85% +**

Bhopal’s economy is driven primarily by cotton, electrical goods, Jewellery and chemical industry. Over 1200 MSMEs are currently existent in Bhopal. Tourism is also a thriving industry with several tourist spots such as UNESCO heritage site, lakes etc. open for tourists. Bhopal is strategically placed at the centre of India with good rail, road and air connectivity. This is a basic criteria required to attract investment and business. City has more than 1200 MSMEs. High investments exist in electrical machinery and transport equipment business. Being the state capital, the city attracts high investments and special attention from the government as it drives regional economy. Its proximity to Mumbai also improves access to the financial capital of India. Bhopal is home to some of the most renowned institutions of national repute. Bhopal is popularly known as the city of lakes with fourteen lakes making it a tourist attraction. The plenty of heritage buildings and centres for art and culture such as Bharat Bhavan or National Museum of Man, tourism is a major attraction in Bhopal.

Bhopal is spreading fast beyond its planning area. Currently, the total population of the Bhopal is around 2 million and is spread across of 450 sqkms of municipal area and planning area of

800 sq. km. Travel demands are rising rapidly. Very high growth rate of vehicular population and fewer modes of local transport with lesser coverage area are leading to congestion. Lesser employment opportunities for graduating students are forcing them to seek employment outside the city. So while the city supports education, it does not derive complete benefits of talent development. This initiative will help in solving the problem of employment of such talent up to some level.

BMC already started few initiatives for this purpose of providing services to the citizens like "**Mayor Express**", "**Call Center**" and **Smart City Mobile Application** with by the name "**Bhopal +**" with the help of BSCDCL.

2.2 Overview of the Mayor Express

In order to provide such domestic services to the citizens of the Bhopal City, BMC started an initiative by the name – "**Mayor Express**". This initiative was started in February 2016 at the Mata Mandir Office of Bhopal Municipal Corporation (BMC) and was inaugurated by Mayor himself. This initiative is providing only 3 services as of now which are Plumber, Electrician and Carpenter only with very few number of employees providing services to the Citizens. The business model followed in this is that – Individual calls on a specific number and ask for the service, then service charge which individual has to pay is Rs. 200/- (for the first visit) and then Rs. 100/- (for the second visit for the same service if required). If there is a need of replacement of any hardware then the actual cost is paid by the individual requesting the service only.

2.3 Overview of the Call Center

BMC has also awarded contract for the establishment of BMC Call Center which will act as a helpline for the city. The work has been initiated for setting up this call center and it would be operational soon. .

2.4 Overview of Smart City Web and Mobile Application "Bhopal +"

Bhopal Smart City Development Corporation Limited (BSCDCL) has already awarded contract of developing the web and mobile based application for the citizens of the Bhopal City. This system will have features for Citizen Collaboration, Citizen Services, Grievance Redressal and City Dashboard. The plan of the BMC is to bring a feature of "**Market Place**" in this application which will have options for citizens to seek domestic services (as mentioned above), options for individuals to register themselves as service provider of any particular service.

3. Project Objective

The core objective of the assignment is to support BMC is developing and managing a strong operations backbone for **Mayor Express**. BMC plans to bring a service provider who will have expertise in area of providing various domestic services and designing, developing, implementing and managing the operations and maintenance of an online web / mobile based system.

This service provider will be required to provide an operational platform for the dynamic market place which will be integrated with BMC Call Center and Bhopal+ Application at the front end.

The Service provider will create and maintain the database of workforce for identified skills, plus will also register new individuals to be added in the workforce after due verifications. Basically this service provider will become the backbone of the complete operations for “Mayor Express” on large scale. The detailed scope of work is given in the following section.

4. Scope of Work

In this bid, the selected service provider will be required to manage all calls requiring handyman services from all parts of the city.

The service provider selected will be required to design, implement and manage the operations of Dynamic Market Place in the name of “Mayor Express”. Service Provider will enable delivery of all the domestic services as defined and agreed in the implementation plan. These complete operations will be integrated with BMC Call Center and Bhopal + web and mobile applications. All the calls for “Mayor Express” landing on BMC Call Center will be routed to the Control Room of Service Provider.

The service provider selected will be required to integrate its digital platform with the BMC Call Center and “Bhopal +” mobile application for the front end. For this service provider has to develop and provide necessary web services and APIs of their digital platform capable for integration. However, Scope of service is not restricted to this, service provider may be required to integrate with other systems of BMC or any other Government Body, if need may be.

The Service Provider will be required to create Strategies for increasing calls in its operations. These strategies have to be approved by BMC before operations.

The BMC Call Centre and the Mobile Application “Bhopal+” will act as a point of contact for all these Services in Bhopal. The Service Provider Control Room should have its tracking mechanism which will monitor the service personnel available for the Mayor Express. Control Room executives shall follow-up with the trained personals (Skilled field force) for the timely delivery of the requested services with required quality.

The Service Provider is required to develop its own mobile and web application in the name of “Mayor Express”, which will be integrated with BMC Call Centre, the Smart City Mobile / Web Application “Bhopal+”, and BMC Website. This mobile and web application will work in the back end with front end of BMC Call Centre, and the Smart City Mobile / Web Application “Bhopal+” as mentioned above.

BMC may ask service provider for management and Operationalization of more services in consent with the contractor time to time.

The Service Provider shall develop the database of Skilled Field Force with complete details. Number of personals may increase/ decrease during contract period which will directly depend upon number of calls received for handyman service.

The selected Service Provider will be required to manage Mayor Express 7 days a week for 365 days a year through their own control room at Bhopal with adequate team of personnel and provide manpower distributed across the city and the Call Center (already being contracted by

BMC) as well as mobile application “Bhopal +”. All the service personnel shall own / provided a personal vehicle by the bidder with all the required equipment.

4.1 Summary of Scope of Work (Key Area wise)

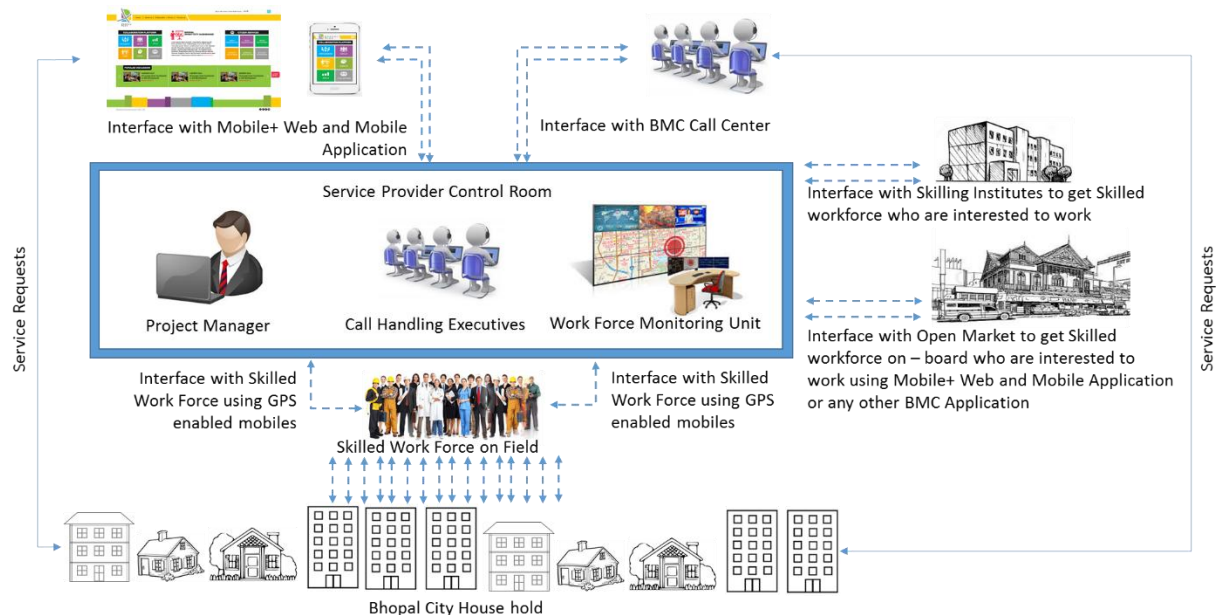
Key Area	Scope of Work
Implementation Plan	<p>Service Provider is required to develop and share the complete end to end Implementation plan with key milestones with BMC. For this, the Service Provider should study “Mayor Express” scheme, which was launched in February 2016 and incorporate the same in their implementation plan, as this project is about the large scale rollout of “Mayor Express”. The plan is to be approved by BMC.</p> <p>This plan should include the number of skilled services planned to be rolled out for Bhopal city and timeline for rolling out in next 06, 09, 12, 15, and 18 months from the date of start of project.</p> <p>BMC expects minimum rollout of 5 Core and 25 Non-Core Skilled Services (as mentioned in the back ground and Annexure 2) within first 1 years of operations, and to start should roll out minimum 5 Core Services in on Go-Live which are plumber, electrician, carpenter, gardener and driver.</p> <p>Service Provider can do addition of more services at his wish, but its SOPs need to be approved by BMC (as mentioned in point below).</p> <p>The Service Provider will be required to create Strategies for increasing calls in its operations. These strategies have to be approved by BMC before operations.</p> <p>The Service Provider is required to develop its own mobile and web application in the name of “Mayor Express”, which will be integrated with BMC Call Centre, the Smart City Mobile / Web Application “Bhopal+”, and BMC Website. This mobile and web application will work in the back end with front end of BMC Call Centre, and the Smart City Mobile / Web Application “Bhopal+” as mentioned above.</p>
Standard Operating Procedures (SOPs)	<p>The Service Provider will develop Standard Operating Procedures (SOP) for management of each type of domestic service, Control Room and Human Resources. These SOPs are to be shared with BMC and approved by BMC. SOP for Control Room must include scheduled maintenance work, training of executives, call handling, response behavior, maintenance work of equipment’s, etc. The SOPs for human resource should clearly define roles, responsibilities, training, working hours, etc. for human resources. SOPs of the Services will have Definition of Service, Type of Services, Charges of Services, HR Process and execution process of the services, etc.</p>
Dynamic Market Place Engine	<p>The Service Provider will be required to create a web and mobile based Dynamic market place engine which will bring following features:</p> <ul style="list-style-type: none"> • Services and job Database • Skilled Field Force Database • Rate List database (Different price for different job) • Skilled Field Force Rating database • Skilled Field Force feedback database • Analytics capability for measuring feedback and quality of service delivered by individual. • Advanced search facility in Database

	<ul style="list-style-type: none"> • Database Integration with Aadhar, CCTNS • Quality of Service (QoS); IVRS based feedback • Publishing of rating of the field personal • Publishing of Last verified one information • Integration with BMC Call Center • Integration with Bhopal+ web and mobile application
Skilled Work Force Hiring Policy	The Service Provider is required to develop its plan and policy for hiring skilled work force from open market and skilling institutes. From open market Service Provider is required to do a provision for any experienced skilled personnel to register himself after due verifications. From Skilling Institutes, Service Provider will define its plan of tie-ups and hiring with such institutes to bring skilled candidates on-board after their trainings. These institutes in Bhopal District can be Government & Private ITIs, NULM, etc. This plan will also carry its compensation and legal policies for hiring Skilled work force.
Tie – Up with Skilling Institutes	The Service Provider will be required to do the hiring from skilling institutes in Bhopal District to get his skilled work force on-board in due course of time. And this tie-up and hiring activity will be based on the policy defined in the above step. Service Provider will have full control over the number of the hiring to be done each year and it will be dependent market demand.
Interface with BMC Call Center	<p>The Service Provider is required to create proper interface for receiving calls from BMC Call Center, so that all the calls coming to call center for domestic services are seamlessly forwarded to control room and well managed by them.</p> <p>End Consumers will call the BMC call center requesting for the required services and also to provide performance feedback These calls will be directed to Control Room of the Service Provider. BMC will insure the required User Interface for call center is managed by the concern party. All the backend / backbone operations and database related activities will be managed by the Dynamic Market Engine brought in place by the Service Provider. Seamless integration shall be joint responsibility of Service Provider and BMC.</p>
Interface with "Bhopal +" web and mobile application or any other BMC Application	<p>The Service Provider will be required to define, develop and maintain the web services and API's for interfacing with "Bhopal +" web and mobile application or any other BMC Application in future. This is equally important with Call Center integration as these applications will be the front end for consumers.</p> <p>End Consumers will request for services on these applications and even provide feedback over these applications for the services required. BMC will insure the required User Interface (GUI) for the applications is managed by the concern party developing and managing applications. All the backend / backbone operations and database related activities will be managed by the Dynamic Market Engine brought in place by the Service Provider. Seamless integration is joint responsibility of Service Provider and BMC.</p>
Regular Operations	<p>The service provider will be responsible for all the operations related to activities after roll-out, this will include the following:</p> <p>Providing on ground services to the citizens;</p> <ul style="list-style-type: none"> • Handling Calls for the services • Developing, Implementing and maintaining ICT based tracking

mechanism for tracking Skilled Force in the field and tracking system in the Control room.

- Developing, Implementing and maintaining ICT system in the Control Room which will be used by Call handling executives for managing, tracking and handling service requests / complains of all kinds. This system should keep all the records based on the necessary legal, operational requirements, technical and functional SLAs and approved plan by BMC.
- Developing, Implementing and maintaining Dynamic Market Place Engine
- Taking regular feedback on the services provided, using Dynamic market place engine
- Maintaining the quality of Services provided; and equipment required for services with Skilled Work force.
- Maintaining MIS of the services request logged, services, cancelled, etc.
- Managing the transport requirements of Skilled work force on field
- Adhering to the SLAs of the services (as defined and approved in SOPs of each service)
- Hiring of Skilled Work Force from open market;
- Tie – Ups with Skilling institutes
- Managing the payroll / wages / compensation of the skilled work force and its internal staff; managing the legal issues related to skilled work force and its internal staff.

4.2 Envisaged Framework for Operations



Note: The important aspect of the scope of services of the Service Provider is broadly described below:-

- The Service Provider has to provide interface for integrating with the existing call center & Application services for receiving calls from all parts of city from 0800 Hrs to 2000 hours. This will be incorporated within SOPs of the services and Control Room.
- The Service Provider has to provide the intended service within 24 hours of the registration of the call in the system. This will be incorporated within SOPs of the services.
- The Service Provider would provide service personnel's under 5 core skilled service categories namely - plumber, electrician, carpenter, gardener and driver.
- Entire group of personnel's as mentioned above in Bhopal will run from single control room.
- The Service Provider will ensure that all calls landing on the BMC Call Center for Mayor Express services should come to their Control Room and system via proper mechanism.
- The Service Provider has to take appropriate number of PRI lines so that all calls are attended.
- The Service Provider shall keep Control Room up and running all the time with no downtime during the specified working hours except during force majeure.
- Ensure that calls do not remain unattended or dropped without entering into the software.
- The Service Provider shall develop a web services and API's to integrate with Existing Municipal Applications like "**Bhopal +**".
- Automated SMS based confirmation for booked calls and service completion and feedback for end users is required.
- Feedback Mechanism, the Service Provider needs to ensure a feedback mechanism for clients via Web / Mobile / Call Centre / SMS / IVRS based systems for services received using existing infrastructure of BMC like Call Center or Mobile Application like Bhopal +.
- The Service Provider shall keep up-to-date record of the contact numbers and location of all Skilled Field Force in Bhopal which shall provide the services within the Bhopal municipal boundaries.
- The call handling executives at the Control Room should be well versed with Hindi and English
- The Service Provider will ensure timely payment of all legal entitlements and salary to all staff deputed at Control Room & outdoor staff; the Client shall in no way be responsible for delay or non-payment of wages or any such payments
- The Service Provider shall keep record of calls received, calls attended, cases undertaken, and time taken to close a case and submit to Bhopal Municipal Corporation on monthly basis or as instructed and keep the details for at least 5 years with asset using an advanced call monitoring system.
- The Service Provider shall provide facility to Bhopal Municipal Corporation to real time view / monitor Skilled Field Force location & other records including various data.
- The Service Provider shall ensure that all the equipment provided to Skilled Field Force are kept in running condition.

- The Service Provider shall provide uniform with name badge to all the personnel deployed as Skilled Field Force personnel.
- Human Resource – The Service Provider to keep a pool of trained staff of all types for replacing the HR at the time of leaves and exigencies like attrition of labour etc.
- The Service Provider will be responsible for all the actions of Skilled Force working on the field.
- The Service Provider will be required to tie up with local skilling institutes like NULM, ITIs, etc. to get skilled work force on-board.
- The Service Provider is required to make provisions in system for registering skilled work force from open market. Interested Skilled Person can register himself / herself after due verifications per legal norms defined and agreed with BMC (Skilled Work Force Hiring Policy and SOPs for Human Resources) in the system using applications provided by BMC.
- The Service Provider will have full right to define the compensation method and plan of skilled person. But it needs to be in line with the policy created by Service Provider and approved by BMC (Skilled Work Force Hiring Policy and SOPs for Human Resources).
- The Service Provider will define the complete procedure of hiring skilled person from open market or skilling institutes as part of Skilled Work Force Hiring Policy and SOPs for Human Resources.
- The Municipal Corporation shall provide adequate space for of key personnel deployment within designated ward office or any other location

5. Team Composition & Qualification Requirements for the Key Personnel

The Service Provider shall deploy a multi-disciplinary Project Team for this assignment, consisting of the following key personnel:

S.No	Profile	Number	Basic Qualification Criteria
1	Programme Manager	01	Post Graduate (preferred MBA)
2	Operations Manager	02	Graduate in any stream
3	HR Manager	01	Relevant Post Graduate in the field of HR
4	Finance Manager	01	Relevant Post Graduate in field of Finance
5	Call Handling Executives	05	Minimum 12 th Pass, well versed with Hindi and English language

5.1 Roles and Responsibilities of Key Personal

Programme Manager: This person will be overall responsible for the complete assignment. He will treated as the head of the operations and has to be based out of the Control Room. Programme Manager will ensure that everything is implemented as per the agreed plan and SLAs. If required then Programme Manager would be required to handle second level escalations. Programme Manager will be responsible for delegating responsibilities between Operation Managers.

Operations Manager: Operation Managers will be reporting into the Programme Manager. These managers will be responsible for day-to-day operations of the Control Room and services delivered to the citizens. These operations lead will handle first level escalations and monitor the progress of the regular operations. They will also distribute load of responsibilities between call handling executives.

HR Manager: HR Manager will be responsible for HR related issues of the Control Room Staff and Skilled Force on the field. HR Manager will also manage all the hiring needs for the assignment. HR Manager will also manage all the Tie-Ups with Skilling institutes for getting skilled work force based on requirements / market demand. HR manager will also monitor and manage the requests received to work as Skilled Work Force received from open market via mobile / web application. HR Manager will ensure all the recruitment happens as per the policy defined and agreed with BMC.

Finance Manager: Finance Manager will manage all the accounts of payments (both inward and outward). He will make sure the timely deposit of the actual service charges received for services rendered to the citizens to BMC. He will also create the monthly invoice based on the services delivered to the citizens for collection of monthly payment from BMC. He will manage overall flow of the money and maintain all the payment records.

Call Handling Executives: They will be responsible for handling and managing all the calls for service request. They will provide first level resolution and confirm bookings for the services to be delivered. They will also track availability and location of field force. They will also be required to receive, track and provide 1st level resolution for the complaints received from the end customer.

Note:

- Programme Manager, Operations Manager, HR Manager and Finance Manager are to be Full Time employees on the rolls of the Service Provider.
- Call handling Staff may be contractual employees with the Service Provider. (under information to BMC)
- All the key personals are to be available with Service Provider on the start of assignment.
- 80% of staff are to be present in the Control Room on any time of the day between 0800 hours till 2000 hours.
- Programme Manager, Operations Manager, HR Manager and Finance Manager are to be available for meetings in the BMC premises based on the agreed plan or as need be
- Programme Manager, Operations Manager, HR Manager and Finance Manager are to be available at the time of monthly review meeting with BMC or as need be
- The Service Provider will ensure that in the event of change of project resources during the course of the project, prior intimation to the BMC and suitable knowledge transfer takes place. Also the replacement of the resource should be of higher or similar skill-set, experience level and shall need to be approved by BMC.

6. Deliverables, and Time Duration

During project the Service Provider shall submit the deliverables as mentioned below as per the timelines mentioned below.

The total duration of the Project shall be 60 (sixty) months. The BMC may provide multiple extensions to the Service Provider on the same terms and conditions under original agreement after completion of 5 Years. After initial term of 12 months of operations after Go-Live, rates for the Core Services (as quoted in Financial Bid) shall be revised @10% per annum annually.

Indicative list of deliverables and timelines for Service Provider

S.No.	Milestone / Deliverable	Timelines
1	Project Inception Report	To+ 4 weeks
2	Project Implementation Plan	To+ 8 weeks
3	SOPs for Control Room	To+ 10 weeks
4	SOPs for Human Resources	To+ 14 weeks
5	SOPs for Services (all 30 Services)	To+ 22 weeks
6	Establish Dynamic Market Place Engine	To+ 24 weeks
7	<p>1st Monthly Progress Report</p> <p>(Then next Monthly Progress Report will be published 1 month or 4 weeks later than 1st report; i.e. 2nd on T1+ 08 weeks, 3rd on T1+ 12 weeks and so on)</p> <p>These reports will have details of the services calls logged, completed, nature of the call, complains, revenue collected. The format of the report is to be finalized and approved by BMC</p>	T1+ 4 weeks
8	Rollout of 5 Core Service (as per Annexure 2)	T1
9	Rollout of 25 Non - Core Service (as per Annexure 2)	T1+ 48 weeks
Managing regular operations for Mayor Express as per the agreed and approved implementation plan with BMC. – After Go Live		
Submission of revenue collected from Domestic Services (both Core and Non – Core as per the definition provided in Clause 7 and Annexure – 2 of this RFP) delivered in the name of “Mayor Express” to BMC account on Weekly basis. – After Go Live		

Note:

- **To** is the First day of team onboard (14 days after the date of signing of the contract) i.e. start of the project.
- **T1** is the date of start of operations after Go – Live based on the agreed and approved Implementation Plan with BMC.
- **T1** will be decided based on the mutual agreement of BSCDCL and the Service Provider. It will be after the required approval of the Implementation plan, all Core and Non-Core Services SOPs by BMC, and after the establishing of Dynamic Market Engine is complete as per satisfaction of BMC.
- The Service Provider can plan to roll out all the required services as per Annexure – 2 as per the timeline mentioned.
- The Selected Service Provider may rollout services in the market for doing business before the mentioned timeline as per its plan.

7. Payment Terms

- Monthly Payment for 5 Core Services: BMC will pay Service Provider on monthly basis. The fees to be charged by the Service Provider for provision of services in terms of the services delivered in one month. It will be simple calculation – rate agreed with BMC * number of services delivered per month for 5 Core Services.
- In case of the 25 Non-Core services, Service Provider will share 3% of revenue collected for these services with BMC.
- Service Provider will be responsible for collecting the complete revenue collected by doing the services provided from end customers.
- The Service Provider will ensure timely deposit of the amount of revenue collected for Core – Services in the account of BMC defined by BMC (Weekly once). In case of failure of the deposit of the amount in BMC account, payment for a particular month will be put on hold until next actual deposit.
- The Service Provider will ensure timely deposit of the amount of revenue share collected from Additional work from Core – Services and Non – Core Services in the account of BMC defined by BMC (Weekly once). In case of failure of the deposit of the amount in BMC account, payment for a particular month will be put on hold until next actual deposit (as per annexure – 2)
- In case of delay of deposit of the revenue collected in BMC account for more than 1 month by Service Provider, penalty upto 5% of the minimum assured payment for 6 months may be deducted from next monthly payment based on BMC decision.
- Minimum Call Assurance - The BMC assures the successful bidder the payment of a minimum of 100 calls per day at the rate quoted by it in the tender document after the Go - Live. This minimum call assurance will be provided to the Service Provider for 6 (six) months. After which BMC may decide on its own to extend the minimum call assurance for another 3 (three) months provided Service Provider hasn't reached

minimum calls threshold. After 9 (nine) months, no more extensions will be provided on minimum call assurance.

8. Reporting Structure

The Service Provider shall report to Commissioner, BMC or a person authorized for this project by the Commissioner.

9. Facilities to be made available by the BMC

- BMC will help Service Provider for integration of Call Center with Control Room. Call Center will provide a routing channel to divert all the calls to the Control Room of the Service Provider, provided there is no reselling of the call as per DoT guidelines
- BMC will help Service Provider to get integration of Bhopal+ mobile and web application. Bhopal + will provide User Interface (UI) only. Design requirements for all the required forms on Bhopal+ for Mayor Express will be provided by the selected Service Provider. Bhopal + team will do the required develop for the interface accordingly after due approval from BMC. All the data which will be shown on “Bhopal +” pertaining to Mayor Express will be responsibility of the selected Service Provider.

10. Eligibility Criteria

The bidder must possess the requisite experience, strength and capability in providing the services necessary to meet the requirements as described in the tender documents. The bidder must also possess the technical know-how and the financial wherewithal that would be required for successfully providing services sought by the BMC, for the entire period of the contract. The bids must be complete in all respect and should cover the entire scope of work as stipulated in the Tender document. Bidders may bid either as a lone bidder or in a consortium (limited to 2 members – Lead partner and one consortium member)

The invitation to proposal is open to all bidders who qualify the eligibility criteria as given below:

Pre-Qualification Criteria

S. No.	Basic Requirement	Specific Requirements	Documents Required
1	Bidder Company	The bidder company should be - Registered in India under companies Act 1956 or a firm registered under the Partnership Act 1932 or Limited Liability Act 2008	- Certificate of Registration as Company or Firm registered in India - PAN Certificate (in case of Consortium relevant certificates will be required for both the

			partners)
2	Blacklisting	The bidder should not have been black listed or conflict of activities by any State Government, Central Government or any other Public Sector undertaking or a Corporation or any other Autonomous Organization of Central or State Government for breach of Contractual Conditions as on bid calling date. Self-Certificate declaring that the bidder is not black listed to be enclosed.	Self-Declaration (duly signed by the authorized signatory). (in case of Consortium relevant certificates will be required for both the partners)
3	Authorized Representative from Bidder	A Power of Attorney or Copy of Board resolution in the name of the person signing the bid.	Original Power of attorney or Board resolution copy (in case of Consortium relevant certificates will be required for both the partners)
4	EMD	The bidder should furnish, as part of its proposal, an Earnest Money Deposit (EMD) of INR 50 Thousand.	Start-ups will be exempted from EMD, if Service Provider is able to furnish proof of being a Start-up as per Government of India norms.
5	Consortium Agreement	Valid only in case of Consortium	Copy of Consortium Agreement on the Stamp paper of Rs. 100 /- In Case of Consortium, Lead bidder would be required to submit consortium agreement with clear definition of revenue sharing and roles and responsibilities

Note: - Only those bidders who meet the pre-qualification criteria specified above will be eligible to respond to this TENDER. The bidder's pre-qualification proposal shall contain the relevant information & supporting documents to substantiate the eligibility of the bidder vis-à-vis the pre-qualification criteria.

11. Technical Evaluation Criterion

Bidders who meet the pre-qualifications/eligibility requirements would be considered as qualified to move to the next stage of Technical and Financial evaluations. Project Evaluation Committee (PEC) will evaluate the Technical Proposals of the Pre-Qualified bidders as per the following criteria. Bidders who score 50 or above shall only be considered for financial bid opening and evaluation.

SNO	Criteria	Maximum marks	Break-up of marks	Required eligible document
1	Company Profile		15	
A	Average annual turnover of the company in last 1 years (Turnover in Rs. Crores)	More than Rs. 5 Cr : 15 marks More than Rs. 0.5 Cr less than Rs 5 Cr crore : 10 marks Less than or equal to Rs. 0.5 crore : 05 marks	15	Extracts from the audited Balance sheet and Profit & Loss; OR Certificate from the statutory auditor (in case of Consortium turnover certificate of either of the partners is allowed)
2	RELEVANT PAST EXPERIENCE		20	(in case of Consortium Experience of either of the partners is allowed)
A	The bidder should have experience of working with at least 01 project with similar requirements of managing operations of similar services including providing such "services on online platform" or "providing skilled man power" or "call center / helpdesk" or "managing similar operations", in India during last 5 years	04 Projects:- 20 Marks 03 Projects:- 15 Marks 02 Projects:- 10 Marks 01 Project:- 5 Marks	20	Work Order or Agreement or Completion certificates of the cited projects.

3	CVs of the Key Personal Note: - CV to be submitted in the format provided in Annexure 3 of this RFP - Educational Qualification (15% Marks) - Number of years of experience (15% Marks) - Experience relevant to requirements under terms of reference (70% Marks)		25	(in case of Consortium Key Personal CVs of either of the partners is allowed)
A	Programme Manager		10	
B	Operations Manager (2 CVs)	2 CVs to be submitted ; each giving 2.5 Marks	5	
C	HR Manager		5	
D	Finance Manager		5	
4	Solution Presentation and Demonstration		40	
A	Approach and Methodology Some of the parameters to be evaluated shall include: <ul style="list-style-type: none"> Service Provider must state in details the components / services (with functionality) in its scope that are required for delivery of domestic services across the city. Service Provider must submit, an approach and methodology. Along with bid Service Provider must submit sample documents (as templates) in respect of documents to be delivered by Service Provider for all the stages of project life cycle as described at TOR of this RFP and documents that are otherwise needed during various stages of execution of various towers of project in reference. 		20	A comprehensive note to be provided in the proposal
B	Technical Presentation Service Provider to make a presentation on highlighting their understanding on the project based on the <ul style="list-style-type: none"> requirements / scope of work, staff deployment plans, draft project plan, draft IT Strategy Approach Strategies for increasing calls for service requests. proposed relevant key ICT Initiatives for Control Room, Dynamic Market Place Engine and Field Staff Tracking 		20	It will be conducted based on the schedule mentioned in this RFP
	Total		100	

12. Evaluation of Commercial Bid

In the second stage, the financial evaluation will be carried out as per the eligible bid which have qualified technically. Each Financial Proposal will be assigned a financial score (SF) as specified in below.

For financial evaluation, the total cost indicated in the Financial Proposal as specified in Annexure - I, will be considered.

The BMC will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfil its obligations as per the TOR within the total quoted price shall be that of the Service Provider. The lowest Financial Proposal (FM) will be given a financial score (SF) of 100 points. The financial scores of other Proposals will be computed as follows:

$$S_F = 100 \times F_M/F$$

(F = amount of Financial Proposal)

13. Combined and Final Evaluation

Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows:

$$S = S_T \times T_w + S_F \times F_w$$

Where S is the combined score, and T_w and F_w are weights assigned to Technical Proposal and Financial Proposal, which shall be **0.80** and **0.20** respectively.

The Selected Service Provider shall be the first ranked Service Provider (having the highest combined score). The second ranked Service Provider shall be kept in reserve and may be invited for negotiations in case the first ranked Service Provider withdraws, or fails to comply with the requirements specified in the RFP as the case may be.

14. Instruction to Service Providers

14.1 General

- While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Service Provider must form their own Conclusions about the consulting services required. Service Provider and recipients of this TENDER May wish to consult their own legal advisers in relation to this TENDER.
- All information supplied by Service Provider may be treated as contractually binding on the Service Provider, on successful award of the assignment by the Bhopal Municipal Corporation on the basis of this TENDER.

- No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the Bhopal Municipal Corporation. Any notification of preferred bidder status by the Bhopal Municipal Corporation shall not give rise to any enforceable rights by the Service Provider. The Bhopal Municipal Corporation may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the Bhopal Municipal Corporation.
- This TENDER supersedes and replaces any previous public documentation & Communications, and Service Provider should place no reliance on such communications.
- BMC reserves the right to revise the timelines for submission of bid or issue any clarification/ corrigendum as deemed necessary
- Consortium is allowed in this bid limited upto two (2) members only including lead bidder (1 Lead Bidder + 1 Consortium Partner)
- Service Provider is required to adhere to the conditions mentioned in RFP.
- BMC Encourage Start-ups who are willing to setup their foot in Bhopal to participate in this tender.
- In future based on the opportunity available in the market, if Service Provider wants to participate in similar kind of engagement with some other Government / Private Organization or Body, in that case the Service Provider will be bound to pay royalty fees (5% of the total revenue from the new opportunity on monthly basis) to BMC. This royalty fees will be required to be paid to BMC and will be decided between both the parties after the Service Provider receives LOA or LOI or agreement from the other Government / Private Organization or Body. The value of the royalty fees will be decided on mutual agreement between both the parties.

14.2 Compliant Tenders / Completeness of Response

Service Providers are advised to study all instructions, forms, terms, requirements and other bidders are advised to study all instructions, forms, requirements, appendices and other information in the TENDER documents carefully. Online submission of the bid / proposal shall be deemed to have been done after careful study and examination of the TENDER document with full understanding of its implications

Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Service Provider must:

- Comply with all requirements as set out within this TENDER.
- Include all supporting documentations specified in this TENDER
- Key Requirement of the Bid

14.3 Right to Terminate the Process

Bhopal Municipal Corporation (BMC), may terminate the TENDER process at any time and without assigning any reason. BMC make no commitments, express or implied, that this process will result in a business transaction with anyone.

This TENDER does not constitute an offer by (BMC), The bidder's participation in this process may result (BMC), selecting the bidder to engage towards execution of the contract.

14.4 Tender Fees

Tender documents can be downloaded from website www.mpeproc.gov.in . However, the tender document of those bidder shall be acceptable who have made online payment for the tender documents fee of Rs. 10,000/- (Rupees TenThousand only) + processing fee as applicable (non-refundable) to be paid online through the e Procurement portal (website www.mpeproc.gov.in), without which bids will not be accepted.

Service and gateway charges shall be borne by the bidders.

14.5 Earnest Money Deposit (EMD)

EMD of Rs.50,000 (Rupees Fifty Thousand only) needs to be submitted by the Service Provider in the form of online payment through eproc portal using credit/debit cards, NeFT/RTGS / Demand Draft / Banker's Cheque /Fixed deposit of any nationalized /Scheduled bank in the name of Commissioner, Bhopal Municipal Corporation

EMD of all unsuccessful Service Provider would be refunded by BMC within 60 Days of the bidder being notified as being unsuccessful.

EMD amount is interest free and will be refunded to the unsuccessful bidders without any accrued interest on it.

The EMD may be forfeited:

- If a Service Provider withdraws its bid during the period of bid validity.
- In case of a successful Service Provider, if the bidder fails to sign the contract in accordance with this TENDER.

EMD will be exempted for the start-ups, provided Start-Ups furnish their proof of being a Start-Up as per norms of Government of India.

EMD Payment -online through neft/rtgs

14.6 Preparation and Submission of Proposal

14.6.1 Submission of Responses

The Service Provider shall submit their Proposals electronically on the portal: www.mpeproc.gov.in . For participation in e-tendering, it is mandatory for prospective bidders to get registered 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.

14.6.2 Proposal Preparation Costs

The Service Provider shall be responsible for all costs incurred in connection with participation in the TENDER process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by BMC to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process. BMC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

14.6.3 Language

The Proposal should be filled by the Service Provider in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the documents, the English translation shall govern.

14.6.4 Evaluation Process

BMC will constitute a Proposal Evaluation Committee to evaluate the responses of the bidders. The Proposal Evaluation Committee constituted by the BMC shall evaluate the responses to the TENDER and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.

The decision of the Proposal Evaluation Committee in the evaluation of responses to the TENDER shall be final. No correspondence will be entertained outside the process of evaluation with the Committee.

The Proposal Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals.

The Proposal Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.

Each of the responses shall be evaluated as per the criteria and requirements specified in his TENDER.

14.7 Bid Validity

The offer submitted by the Bidders should be valid for minimum period of 180 days from the date of opening of Tender.

14.8 Non Responsive Proposal

Initial Bid scrutiny will be held and incomplete details as given below will be treated as non-responsive, If Proposals;

- Are not submitted in as specified in the TENDER document.
- Received without the Letter of Authorization (Power of Attorney).
- Are found with suppression of details.
- With incomplete information, subjective, conditional offers and partial offers submitted.
- Submitted without the documents requested in the checklist.
- Have non-compliance of any of the clauses stipulated in the TENDER.
- With lesser validity period.

All responsive Bids will be considered for further processing as below-

Proposal evaluation Committee will prepare a list of responsive bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by a Committee according to the Evaluation process define in this TENDER document. The decision of the Committee will be final in this regard.

14.9 Modification and withdrawal of Bids

The Service Provider is allowed to modify or withdraw its submitted proposal online any time prior to the last date and time prescribed for receipt of bids, by giving a written notice to the BMC.

Subsequent to the last date for receipt of bids, no modification of bids shall be allowed online.

14.10 Proposal Forms

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

For all other cases, the Service Provider shall design a form to hold the required information.

BMC shall not be bound by any printed conditions or provisions in the Bidder's Proposal.

14.11 Contacting the BMC

Any effort by a Service Provider to influence the proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the proposal.

Service Provider shall not approach BMC officers after office hours and/or outside BMC office premises, from the time of the proposal opening till the time the Contract is awarded.

Contact Person Name: AK Nanda

Contact Person Email ID: aknandace@gmail.com

Contact Person Mobile Number: +919424499884

14.12 Opening of Proposal

An online opening of the Technical Proposals will be conducted as followed. The procedure for online opening of Technical Proposals can be seen at www.mpeproc.gov.in

Sequence of online Bid is as follows:

- EMD
- Technical
- Commercial
- Deciding Award of Contract

The BMC reserves the right to ask for a technical elaboration/clarification in the form of a technical presentation from the Service Provider on the already submitted Technical Proposal at any point of time before opening the Commercial Proposal. The Service Provider shall furnish the required information to BMC and its appointed representative on the date asked for, at no cost to the BMC. The BMC may at its discretion, visit the office of the Service Provider any-time before the signing of Agreement.

BMC shall inform those Service Provider whose proposals did not meet the eligibility criteria or were considered non-responsive, informing that their Commercial Proposals will be returned unopened after completing the selection process. BMC shall simultaneously notify those Bidders who qualify for the Evaluation process as described in this Tender Document, informing the date and time set for opening of Commercial Proposals. The notification may be sent by mail or fax.

The Service Provider's name, the Proposal Price, the total amount of each proposal and other such details as the Tendering BMC may consider appropriate, will be announced and recorded by the BMC at the opening of bid.

BMC shall inform those Service Providers whose proposals are accepted via issuance of Letter of Acceptance (LoA) in duplicate copy. Bidder shall acknowledge the LoA and return the duplicate copy duly sealed and signed, within seven days from the issue of LoA by BMC.

After acceptance of LoA, Performance Security shall be deposited as specified in this document for signing an Agreement with BMC.

14.13 Execution of Agreement

After acknowledgement of the LoA by the selected Service Provider, a performance security of 10% of minimum contract value for 6 months (that is quote*100 Calls*(365/2) days – for example if the quoted price by Service Provider is INR 100/-, then 10% of 100*100*(365/2) which is equal to INR 1,82,500 /-) has to be deposited in the form of Bank Guarantee / Demand Draft / Banker's Cheque /Fixed deposit of any nationalized /Scheduled bank in the name of Commissioner, Bhopal Municipal Corporation in the name of The Commissioner, Bhopal Municipal Corporation, till the completion of the project and shall sign the Agreement with in Twenty one days from the issue of LoA.

14.14 Duration of Contract

The duration of the contract awarded through this tender document shall be 5 years (Five Years) from data of signing of the agreement.

14.15 Local Conditions

Each Service Provider is expected to become fully acquainted with the local conditions and factors, which may affect the performance of the contract and /or the cost.

The Service Provider is expected to know all conditions and factors, which may have any effect on the execution of the contract after issue of letter of Award as described in the bidding document. The BMC shall not entertain any request for clarification from the Bidder regarding such local conditions.

It is the Service Provider's responsibility that such factors have been properly investigated and considered before submitting the proposal. No claim, what-so-ever, including that for financial adjustment to the contract awarded under the bidding document will be entertained by the BMC. Neither any change in the time schedule of the contract nor any financial adjustments arising there-of shall be permitted by the BMC on account of failure of the Bidder to know the local laws / conditions.

14.16 Proprietary Data

All documents, reports and other information provided by BMC or submitted by the Service Provider to BMC shall remain or become the property of the BMC. The Service Provider, as the case may be, are to treat all information as strictly confidential. BMC will not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Service Provider to BMC in relation to the project shall be the property of BMC.

However, the Service Provider shall protect the intellectual property that they own or control (e.g., general professional experience, tools or third-party software) and that is reflected in deliverables. The Service Provider shall specifically preserve the right to use the methodology or the material underlying it for other engagements, as long as Service Provider do not use or disclose BMC confidential or pre-existing proprietary information.

14.17 Reporting and Monitoring

14.17.1 Reporting

Suitable reporting software should be available to generate standard report formats to measure/ verify various SLAs, for monitoring the performance of Call handling agents, etc, and

- It should be possible to generate performance statistic such as average speed of answer, average queuing time, peak busy hour calls etc.

- It should also be capable of generating customized reports/ MIS including graphical reports as per BMC's requirement.
- Reports should also be available in web-enabled format & should be configurable to be mailed to a defined mailing list.

System should be able to generate reports based on time period, type of service request/ queries/ demand/ analysis, area-wise, repeat request or complaints analysis, call response and waiting time, disposal rate through ICT Systems and agents, lost calls, system/ position log on-off or breakdowns, hourly call details, outbound report, complaints pending for more than 2/ 3/ 5/ 7 days, monthly MIS, SLA reports, number of agents logged in, longest call waiting, number of calls waiting, abandoned call percentage for the day, week and month, and any other report as per BMC's requirement.

- To suggest other report formats that could be useful for managing Control Room operations, apart from the reports requested by BMC.
- To provide for flexible report formats, in xls, txt or any other user-friendly structure including graphics depending on the request of the BMC from time to time.
- Reports should be available remotely also in BMC through electronic means like web based access with password security and emails etc. The report should include latest data, if the authorized report seeker does not specify period.
- To develop and implement requisite application for hosting/ updating of other information (i.e. information not available in BMC's backend systems, like FAQ, service details etc.) in its system as well as on website notified by BMC.

14.17.2 Monitoring

A facility should be available for BMC's monitoring team, external & internal auditors to periodically inspect the functioning of Call Center. The monitoring team should be able to access all sub-systems/ servers, records in respect of Information Technology, security measures including Data & Software Back-ups, firewalls, anti-virus software updates etc. Additionally,

- BMC may also deploy tools to monitor performance of various systems to rule out any possibility of tampering the data, which may have an effect on billing of the Vendor.
- It should be possible to remotely monitor performance on all SLAs/ KPIs and also of all the applications provided by the system i.e. real-time ACD statistics, calls in queue, number of agents logged in, number of agents abandoned answered calls, query of the call logs of a particular customer etc. by designated Call Center Coordinator or Call Center in-charge.

14.18 Service Level Agreement

The purpose of this Service Level Agreement (hereinafter called SLA) is to clearly define the levels of service which shall be provided by the Service Provider to End

Customer and BMC for the duration of the contract. The SLA is intended to establish a clear set of measurable parameters against which the performance of the Service Provider can be measured.

The Service Provider and BMC shall maintain a monthly contact to monitor the performance of the services being provided by the Service Provider.

The Service Provider agrees to the following SLA parameters while providing services to the customers/ callers through the established BMC Call Center. The SLAs shall be monitored periodically and non-adherence of these SLAs is bound to attract penalties as described in the following Clauses. However, the penalties shall be applicable only after the 2nd (Second) month of the operation of Service Provider Control Room.

14.18.1 Service Level Agreement Parameters for Control Room

A System Uptime

System Uptime implies that services are fully available as per the approved implementation plan and system is not down for any reason wherein system refers to the Hardware, Software & Voice infrastructure of the Control Room. It will be calculated based on the following formula:

System Uptime: $\text{Total down time (in minutes) / Total service time in a month i.e. No. of working days (in a month) * 12 (hours per day) * 60 (minutes per hour)}$

The service window will be as per system down time should be captured by the IT systems at the Control Room monthly. The System Uptime value for the month is required to be $\geq 99.7\%$.

S. No.	System uptime value for month	Penalty
1.	$\geq 99.7\%$	Nil
2.	$\geq 95\%$ but $< 99.7\%$	2.0% of monthly billed amount (for Core Services)
3.	$\geq 90\%$ but $< 95\%$	5.0% of monthly billed amount (for Core Services)
4.	$< 90\%$ but $> 80\%$	10.0% of monthly billed amount (for Core Services)

5.	<80%	15.0% of monthly billed amount (for Core Services)
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B Call Pick Up Ratio

If the call pick-up ratio is less than 90%, the following penalties are applicable:

S.No	Percentage of calls attended	Penalty
1.	> 90% calls attended within 30 seconds	Nil
2.	85%-90% calls attended within 30 seconds	3% of monthly billed value (for Core Services)
3.	< 85% calls attended within 30 seconds	5% of monthly billed value (for Core Services)

C Call abandon rate

This measures the percentage of calls that requested for an agent but got disconnected before being answered by an agent i.e. the percentage of calls that were abandoned by the customers after they have selected the IVR and waited for the agent to pick up.

S.No	Calls unanswered by agents	Penalty
1.	< 5%	Nil
2.	Between 5%-10%	5% of monthly bill value (for Core Services)
3.	>10%	10% of monthly bill value (for Core Services)

14.18.2 Functional SLAs

- Service provider will provide the requested services within 24 hrs of receiving the request in their control room system.

- Service Provider will ensure that Skilled Field Force is hired after due verification
- Service Provider will system integration is done with Aadhar and CCTNS system
- Service Provider will adhere to the timelines mentioned in RFP
- Service Provider will adhere to the payment model and revenue share model as explained in RFP.

14.18.3 Operational SLAs

- Service Provider will ensure that Skilled Field Force profiles are created in the system and quarterly updated will verification status from Aadhar and CCTNS system. Profiles of skilled field force will show the last verified status online.
- Service Provider will adhere to the processes and quality measures for service and delivery as mentioned in SOPs approved by BMC.
- Service Provider will maintain the profiles of Skilled Field Force. So that it's visible to end customer.
- Service Provider will maintain the feedback received of the Skilled Field Force and ratings as per those feedbacks online. So that it's visible to end customer.
- Service Provider will update contact information of the Skilled Field Force after every 3 months.

14.19 Key Performance Parameters

Similar to SLAs defined in the following sections, there are other critical performance parameters that shall be tracked on a regular basis to evaluate the Call Center's performance. BMC reserves the right to include any of these Key Performance Indicators (KPIs) as part of the SLAs from a future date in consultation with the Vendor.

Unlike SLAs, these KPIs shall not be linked to commercial penalties, but the Vendor is expected to maintain and ensure that its performance on these parameters is acceptable. In the daily, monthly and quarterly review meetings BMC and Vendor shall jointly take decisions regarding acceptable performance required on different KPIs. If the Vendor fails to meet these expectations over an extended period of time (3 months), then BMC would have the right to terminate the contract with the Vendor.

The important KPIs are listed as follows:

14.19.1 Accuracy of Service Request logging by operators

The objective is to measure the accuracy with which call handling executives register customer requests / complaints. The requests that have been captured incorrectly by the Call Handling operators make it difficult to resolve the same. BMC would like to ensure that no more than 5% of requests / complaints are incorrectly captured. The requests / complains that are marked with a wrong tag shall be used to calculate the percentage of incorrect requests / complains lodged by the Call Center.

14.19.2 Average call handling time by agents

Its objective is to ascertain average talk time taken by an agent in satisfying the customer while maintaining the required quality of content & presentation. Measurement of talk time duration will start from the moment the agent picks up the call till end of conversation. The same shall be reviewed after 1 month from the date of go-live of project.

14.19.3 First time resolution of calls

This refers to the percentage of calls resolved the first time, without the need for escalation to other groups or BMC. The agent is expected to resolve the issue or answer the question during the first contact i.e. while user is still on the telephone to report the call.

14.20 Review of SLA Parameters

The SLA design is based on the scope of services and operational aspects of Service Provider. Due to evolving nature of the proposed project, a review of SLAs will be conducted at the end of three months from the date of go-live of the Service Provider. The purpose of this review is to reassess the SLAs based on the first three months' call volumes. BMC, after thorough analysis of the monthly statistics monitored as per the above mentioned SLA parameters, may consider revision of the SLA parameters and update this agreement. And if the revision occurs, then the revised SLAs would be final and binding for the rest of the term of the contract.

14.21 Commencement Completion and Termination of Agreement

14.21.1 Effectiveness of Agreement

This Agreement shall come into force and effect on the date of this Agreement (the "**Effective Date**").

14.21.2 Commencement of Services

The Service Provider shall commence the Services within a period of 7 (seven) days from the Effective Date, unless otherwise agreed by the Parties.

14.21.3 Termination of Agreement for failure to commence Services

If the Service Provider does not commence the Services within the period specified in Clause 14.21.2 above, the BMC may, by not less than 2 (two) weeks' notice to the Service Provider, declare this Agreement to be null and void, and in the event of such a declaration, the Bid Security of the Service Provider shall stand forfeited.

14.21.4 Expiry of Agreement

Unless terminated earlier pursuant to Clauses 14.21.3 or 14.21.9 hereof, this Agreement shall, unless extended by the Parties by mutual consent, expire upon the earlier of (i) expiry of a period of 90 (ninety) days after the delivery of the final deliverable to the BMC; and (ii) the expiry of [1 (one) year] from the Effective Date. Upon Termination, the BMC shall make payments of all amounts due to the Service Provider hereunder.

14.21.5 Entire Agreement

This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Service Provider arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Agreement.

Without prejudice to the generality of the provisions of above Clause, on matters not covered by this Agreement, the provisions of RFP shall apply.

14.21.6 Modification of Agreement

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties.

14.21.7 Force Majeure

1 Definition

- (a) For the purposes of this Agreement, "**Force Majeure**" means an event which is beyond the reasonable control of a Party, and which makes a Party's

performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2 No breach of Agreement

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

3 Measures to be taken

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

4 Extension of time

Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

5 Payments

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to be reimbursed for Additional Costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period.

6 Consultation

Not later than 30 (thirty) days after the Service Provider has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

14.21.8 Suspension of Agreement

The BMC may, by written notice of suspension to the Service Provider, suspend all payments to the Service Provider hereunder if the Service Provider shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Service Provider to remedy such breach or failure within a period not exceeding 30 (thirty) days after receipt by the Service Provider of such notice of suspension.

14.21.9 Termination of Agreement

1 By the BMC

The BMC may, by not less than 30 (thirty) days' written notice of termination to the Service Provider, such notice to be given after the occurrence of any of the events specified in this Clause, terminate this Agreement if:

- (a) the Service Provider fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 14.21.8 hereinabove, within 30 (thirty) days of receipt of such notice of suspension or within such further period as the BMC may have subsequently granted in writing;
- (b) the Service Provider becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- (c) the Service Provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;
- (d) the Service Provider submits to the BMC a statement which has a material effect on the rights, obligations or interests of the BMC and which the Service Provider knows to be false;

- (e) any document, information, data or statement submitted by the Service Provider in its Proposals, based on which the Service Provider was considered eligible or successful, is found to be false, incorrect or misleading;
- (f) as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- (g) the BMC, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

2 By the Service Provider

The Service Provider may, by not less than 30 (thirty) days' written notice to the BMC, such notice to be given after the occurrence of any of the events specified in this Clause, terminate this Agreement if:

- (a) the BMC fails to pay any money due to the Service Provider pursuant to this Agreement and not subject to dispute pursuant to Clause 9 hereof within 45 (forty five) days after receiving written notice from the Service Provider that such payment is overdue;
- (b) the BMC is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 45 (forty five) days (or such longer period as the Service Provider may have subsequently granted in writing) following the receipt by the BMC of the Service Provider's notice specifying such breach;
- (c) as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- (d) the BMC fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof.

3 Cessation of rights and obligations

Upon termination of this Agreement pursuant to Clauses 14.21.3 or 14.21.9 hereof, or upon expiration of this Agreement pursuant to Clause 14.21.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survive such Termination; (ii) the obligation of confidentiality set forth in Clause 14.23 hereof; (iii) the Service Provider's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 14.17, as relate to the Service Provider's Services provided under this Agreement; and (iv) any right or remedy which a Party may have under this Agreement or the Applicable Law.

4 Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 14.21.9.1 or 14.21.9.2 hereof, the Service Provider shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a

close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Service Provider and equipment and materials furnished by the BMC, the Service Provider shall proceed as provided respectively by Clauses 14.24 and 14.28 hereof.

5 Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 14.21.9.1 or 14.21.9.2 hereof, the BMC shall make the following payments to the Service Provider (after offsetting against these payments any amount that may be due from the Service Provider to the BMC):

- (i) remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the date of termination;
- (ii) reimbursable expenditures pursuant to Clause 6 hereof for expenditures actually incurred prior to the date of termination; and
- (iii) except in the case of termination pursuant to sub-clauses (a) through (e) of Clause 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Agreement including the cost of the return travel of the Service Provider's personnel.

6 Disputes about Events of Termination

If either Party disputes whether an event specified in Clause 14.21.9.1 or in Clause 14.21.9.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 9 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

14.22 Conflict of Interest

1 The Service Provider shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.

2 Prohibition of conflicting activities

Neither the Service Provider nor its Personnel shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;
- (b) after the termination of this Agreement, such other activities as may be specified in the Agreement; or
- (c) at any time, such other activities as have been specified in the RFP as Conflict of Interest.

3 Service Provider not to benefit from commissions, discounts, etc.

The remuneration of the Service Provider pursuant to Clause 6 hereof shall constitute the Service Provider's sole remuneration in connection with this Agreement or the Services and the Service Provider shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations hereunder, and the Service Provider shall use its best efforts to ensure that any Personnel, similarly shall not receive any such additional remuneration.

4 The Service Provider and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "**Prohibited Practices**"). Notwithstanding anything to the contrary contained in this Agreement, the BMC shall be entitled to terminate this Agreement forthwith by a communication in writing to the Service Provider, without being liable in any manner whatsoever to the Service Provider, if it determines that the Service Provider has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the BMC shall forfeit and appropriate the performance security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the BMC towards, *inter alia*, the time, cost and effort of the BMC, without prejudice to the BMC's any other rights or remedy hereunder or in law.

5 Without prejudice to the rights of the BMC under Clause 14.22.4 above and the other rights and remedies which the BMC may have under this Agreement, if the Service Provider is found by the BMC to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Service Provider shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the Service Provider is found by the BMC to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.

6 For the purposes of Clauses 14.22.4 and 14.22.5, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) "**corrupt practice**" means (i) the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the BMC who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the BMC, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any

manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser the BMC in relation to any matter concerning the Project;

- (b) **"fraudulent practice"** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) **"coercive practice"** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the BMC under this Agreement;
- (d) **"undesirable practice"** means (i) establishing contact with any person connected with or employed or engaged by the BMC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) **"restrictive practice"** means forming a cartel or arriving at any understanding or arrangement among Service Providers with the objective of restricting or manipulating a full and fair competition in the Selection Process.

14.23 Confidentiality

The Service Provider, and the Personnel of them 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 the BMC to the Service Provider, and the Personnel; any information provided by or relating to the BMC, its technology, technical processes, business affairs or finances or any information relating to the BMC's employees, officers or other professionals or suppliers, customers, or contractors of the BMC; and any other information which the Service Provider 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 the BMC.

Notwithstanding the aforesaid, the Service Provider, and the Personnel of them may disclose Confidential Information to the extent that such Confidential Information:

- (i) was in the public domain prior to its delivery to the Service Provider, and the Personnel of them or becomes a part of the public knowledge from a source other than the Service Provider, and the Personnel of them;

- (ii) was obtained from a third party with no known duty to maintain its confidentiality;
- (iii) is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Service Provider, and the Personnel of them shall give the BMC, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and
- (iv) is provided to the professional advisers, agents, auditors or representatives of the Service Provider or Personnel of them, as is reasonable under the circumstances; provided, however, that the Service Provider or Personnel of them, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

14.24 Liability of the Service Provider

- 1 The Service Provider's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.
- 2 The Service Provider shall, subject to the limitation specified in Clause 14.24.3, be liable to the BMC for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.
- 3 The Parties hereto agree that the Service Provider or any person or firm acting on behalf of the Service Provider in carrying out the Services, shall not be liable to the BMC:
 - (i) for any indirect or consequential loss or damage; and
 - (ii) for any direct loss or damage or claims connected with this Agreement (including negligence or willful misconduct) that exceeds the Agreement Value set forth in Clause 6.1.2 of this Agreement
- 4 This limitation of liability specified in Clause 14.24.3 shall not affect the Service Provider's liability, if any, for damage to Third Parties caused by the Service Provider or any person or firm acting on behalf of the Service Provider in carrying out the Services subject, however, to a limit equal to 3 (three) times the Agreement Value.

14.25 Liquidated Damages and Penalties

14.25.1 Performance Security

- 1 The BMC shall retain by way of performance security (the "**Performance Security**"), 10% (Ten per cent) of all the agreement value, to be appropriated against breach of this Agreement or for recovery of liquidated damages as specified in Clause 14.25.1.2 The balance remaining out of the Performance Security shall be returned to the Service Provider at the end of 3 (three) months after the expiry of this Agreement pursuant to

Clause 14.21.4 hereof. For the avoidance of doubt, the parties hereto expressly agree that in addition to appropriation of the amounts withheld hereunder, in the event of any default requiring the appropriation of further amounts comprising the Performance Security, the BMC may make deductions from any subsequent payments due and payable to the Service Provider hereunder, as if it is appropriating the Performance Security in accordance with the provisions of this Agreement.

- 2 The Service Provider may, in lieu of retention of the amounts as referred to in Clause 14.25.1.1 above, furnish a Bank Guarantee substantially.

14.25.2 Liquidated Damages

- 1 Liquidated Damages for error/variation

In case any error or variation is detected in the reports submitted by the Service Provider and such error or variation is the result of negligence or lack of due diligence on the part of the Service Provider, the consequential damages thereof shall be quantified by the BMC in a reasonable manner and recovered from the Service Provider by way of deemed liquidated damages, subject to a maximum of 05% (five per cent) of the Agreement Value.

- 2 Liquidated Damages for delay

In case of delay in submission of deliverables beyond two weeks from due date of submission of deliverable, liquidated damages not exceeding an amount equal to 0.5% of agreement value, subject to a maximum of 5% (five percent) payment will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Service Provider, suitable extension of time shall be granted.

- 3 Encashment and appropriation of Performance Security

The BMC shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Service Provider in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause.

14.25.3 Penalty for deficiency in Services

In addition to the liquidated damages not amounting to penalty, as specified in Clause 14.25.2, warning may be issued to the Service Provider for minor deficiencies on its part. In the case of significant deficiencies due an act of fraudulent and corrupt behavior on the part of the Service Provider causing adverse effect on the Project or on the reputation of the BMC, other penal action including debarring for a specified period may also be initiated as per policy of the BMC.

14.25.4 Indemnity

The Service Provider shall, subject to the provisions of the Agreement, indemnify the BMC, for an amount not exceeding the value of the Agreement, for any direct loss or damage that is caused due to any deficiency in Services.

The Service Provider will be held responsible for managing all the issues related or raised by Skilled Force on the field or its Staff. BMC shall not be held accountable for any action of the permanent or contractual staff of the Service Provider.

The Service Provider will be held accountable for any reputational loss to BMC.

14.26 Fairness and Good Faith

14.26.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realization of the objectives of this Agreement.

14.26.2 Operation of the Agreement

The Parties recognise that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration in accordance with Clause 14.27 hereof.

14.27 Settlement of Disputes

14.27.1 Amicable settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

14.27.2 Dispute resolution

- 1 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 set forth in Clause 14.27.3.
- 2 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.

14.27.3 Conciliation

In the event of any Dispute between the Parties, either Party may call upon [Secretary, Department] and the Chairman of the Board of Directors of the Service Provider or a substitute thereof for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 14.27.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 14.27.4.

14.27.4 Arbitration

- 1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 14.27.3, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with Clause 14.27.4.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the "**Rules**"), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The place of such arbitration shall be Bhopal, Madhya Pradesh where the BMC has its headquarters and the language of arbitration proceedings shall be English.
- 2 There shall be [a sole arbitrator whose appointment] / [an Arbitral Tribunal of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.
- 3 The arbitrators shall make a reasoned award (the "**Award**"). Any Award made in any arbitration held pursuant to this Clause 14.27 shall be final and binding on the Parties as from the date it is made, and the Service Provider and the BMC agree and undertake to carry out such Award without delay.
- 4 The Service Provider and the BMC agree that an Award may be enforced against the Service Provider and/or the BMC, as the case may be, and their respective assets wherever situated.
- 5 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

14.28 Exit Management

1. Upon completion of contract period or upon termination of the agreement for any reasons, the Service Provider shall comply with the following:
 - Notify to the Commissioner, BMC forthwith the particulars of all Project Assets
 - Deliver forthwith actual or constructive possession of the BMC project fee and clear of all Encumbrances and execute such deeds, writings and documents as may be required by the BMC fully and effectively divesting the Service Provider of all the rights, title and interest of the Service Provider of all the rights, title and interest of the Service Provider in the BMC project
 - Comply with the Divestment requirements set out except in case if Termination of this Agreement is due to BMC event of default, in case of Termination due to BMC event of default, the Service Provider shall have implemented the maintenance schedule as well as any repairs pointed out by BMC in its Operations & Maintenance Inspection Report prior to date Termination Notice. In case of Termination due to Force Majeure Event, the Divestment requirements shall be agreed between BMC and the Service Provider.
 - Pay all transfer costs and stamp duty applicable on hand back of project assets except in case the project is being transferred due to BMC of default or expiry of Contract period where as BMC shall be responsible for transfer costs and stamp duty, if any. For clarification of doubt, transfer costs in this clause relate to taxes and duties applicable at transfer of BMC project, if any.
 - All assets related the BMC project have to be returned in good working condition; except for those assets which are property of the Service Provider.
 - Shall provide handholding support for a period of 30 days to the new identified Service provider
2. Subject to clause 1 of exit management, upon completion of the contract period or upon termination of the agreement, the Service Provider shall comply and conform to the following Divestment requirements in respect of BMC project.
 - All the project Assets including the hardware, software, documentation and any other infrastructure shall have been renewed and curved out of all defects and deficiencies as necessary so that the BMC project is compliant with Specifications and Standards set forth in the RFP, Agreement and any other amendments made during the contract period
 - The Service Provider delivers relevant records and reports pertaining to the BMC project and its design, engineering, operation and maintenance including all operation and maintenance records including training material and manuals pertaining thereto and complete as on the Divestment Date

- The Service Provider executes such deeds of conveyance, documents and other writings as the BMC reasonably require to convey, divest and assign all the rights, title and interest of the Service Provider in the BMC project free from all Encumbrances absolutely and free of any charge or tax to the BMC or its nominee
- The Service Provider complies with all other requirements as may be prescribed under applicable laws to complete the divestment and assignment of all the right, title and interest of the Service Provider in the BMC project free from all Encumbrances absolutely and free of any charge or tax to BMC or its nominee

3. Not earlier than 3 (Three) months before the expiry of the contract period but not later than 30 (Thirty) days before such expiry, or in the event of earlier termination of the contract, immediately upon but not later than 15 (Fifteen) days from the date of issue of termination notice, BMC shall verify, in the presence of a representative of the Service Provider, compliance by the Service Provider with the divestment requirements set forth in relation to the BMC project and , if required, cause appropriate tests to be carried out at Service Provider's cost for determining the compliance therewith. If either party finds any shortcomings in divestment requirements, it shall notify the other of the same and the Service Provider shall rectify the same at its cost.

4. Upon the Service Provider conforming to all divestment requirements and handing over actual or constructive possession of the BMC project to BMC or a person nominated by BMC in this regard, BMC shall issue a certificate substantially, which will have the effect of constituting evidence of divestment of all rights, title and lien in the BMC project by the Service Provider and their vesting in BMC project pursuant hereto. Issue of such Certificate shall not be unreasonably withheld by BMC. The divestment of all rights, title and lien in the BMC project shall be deemed to be complete on the date when all the divestment requirements have been fulfilled or the Certificate has been issued, whichever is earlier, it being expressly agreed that any defect or deficiency in any divestment requirement shall not in any manner be construed or interpreted as restricting the exercise of any rights by BMC or its nominee on or in respect of the BMC project on the footing as if all divestment requirements have been complied with by the Service Provider.

All other terms and conditions are unaltered

14.29 Change in composition of the Consortium

- 1 Where the Bidder is a Consortium, change in composition of the Consortium may be permitted by the BMC during the Bid Stage, only where:
 - (a) **the Lead Member continues to be the Lead Member of the Consortium;**
 - (b) the substitute is at least equal, in terms of Technical Capacity or Financial Capacity, to the Consortium Member who is sought to be substituted and the modified Consortium shall continue to meet the pre-qualification and short-listing criteria for Applicants; and

- (c) the new Member(s) expressly adopt(s) the Application already made on behalf of the Consortium as if it were a party to it originally, and is not an Applicant/Member/ Associate of any other Consortium bidding for this Project.**
- 2 Approval for change in the composition of a Consortium shall be at the sole discretion of the BMC and must be approved by the BMC in writing. The Bidder must submit its application for change in composition of the Consortium no later than 15 (fifteen) days prior to the Bid Due Date.
 - 3 The modified/ reconstituted Consortium shall submit a revised Consortium Agreement and a Power of Attorney, prior to the Bid Due Date.
 - 4 The option of change in composition of the Consortium which is available under Clause 1 may be exercised by any Bidder who is either a Consortium or a single entity. In the case of a single entity Bidder adding a Consortium Member at the Bid Stage, the single entity Bidder shall be the Lead Member of the Consortium. Provided, however, that no member of such Consortium shall be a Bidder or the member of a Consortium which has been pre-qualified.

14.30 Change in Ownership

- 1 By submitting the Bid, the Service Provider acknowledges that it was pre-qualified and short-listed on the basis of Technical Capacity and Financial Capacity of those of its Consortium Members who shall, until the 2nd (second) anniversary of the date of commercial operation of the Project, hold equity share capital representing not less than: (i) 26% (twenty six per cent) of the subscribed and paid-up equity of the Agreement; and (ii) 5% (five per cent) of the Total Project Cost specified in the Agreement. The Service Provider further acknowledges and agrees that the aforesaid obligation shall be the minimum, and shall be in addition to such other obligations as may be contained in the Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the Agreement, be deemed to be a breach of the Agreement and dealt with as such thereunder. For the avoidance of doubt, the provisions of this Clause 14.30.1 shall apply only when the Bidder is a Consortium.
- 2.3.2 By submitting the Bid, the Bidder shall also be deemed to have acknowledged and agreed that in the event of a change in control of a Consortium Member or an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of short-listing and pre-qualification under and in accordance with the RFP, the Bidder shall be deemed to have knowledge of the same and shall be required to inform the BMC forthwith along with all relevant particulars about the same and the BMC may, in its sole discretion, disqualify the Bidder or withdraw the LOA from the Selected Bidder, as the case may be. In the event such change in control occurs after signing of the Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed to be a breach of the Agreement, and the same shall be liable to be terminated without the BMC being liable

in any manner whatsoever to the Service Provider. In such an event, notwithstanding anything to the contrary contained in the Agreement, the BMC shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the BMC under the Bidding Documents and/ or the Agreement or otherwise.

Annexure 1: Financial Bid Format**To,****The Commissioner,****Bhopal Municipal Corporation (BMC),****Mata Mandir, Harshwardhan Complex,****Bhopal- 462003. Madhya Pradesh**

Dear Sir/Madam,

I/We<name of the bidder> hereby submit our financial bid for the “**Implementation and Operation of Digital Platform for “Mayor Express” in the City of Bhopal**” as mentioned in the Tender document within the time specified and in accordance with Terms and Conditions as well as Scope of work. The rates (exclusive of service taxes) are quoted in the prescribed format given below:

Total Cost of Ownership

S. No.	Commercial Bid Line Item	Total cost in Figures	Total amount in words
1	Lumpsum Fees for servicing single Call at any day of the year		
2	Lumpsum Fees for servicing minimum assured calls per day (as per Clause 7) <i>S.No 1 of Total Cost of Ownership table of Annexure 1 *100</i>		
3	Lumpsum Fees for servicing minimum assured calls for 6 months (as per Clause 7) <i>S.No 1 of Total Cost of Ownership table of Annexure 1 *100*365</i>		

Note:

- The value quoted in S.No 3 of Total Cost of Ownership Table provided in Annexure 1 of this RFP will be treated as input for Financial Evaluation (F); as per Clause number 12 of this RFP and will be treated as input for Bid Evaluation Purpose.
- The value quoted in S.No 3 of Total Cost of Ownership Table provided in Annexure 1 of this RFP will be treated as Agreement value

- All expenses related to travelling, lodging, boarding and other expenses have to be borne by the Bidder.
- Taxes as applicable at the time of invoicing shall be considered. Any changes (upward or downward) in the taxes/duties shall be accordingly revised at the time of actual payments and paid. Service Tax & Cess will be paid by BMC as per the norms defined by Government of India at the time of actual payment
- The Price quoted above will be treated as price of visit for only 5 core services. For the other 25 Non – Core Services prices will be defined in the SOPs created by Service Provider and approved by BMC. Definition of services provided in Annexure 2.
- For 25 Non – Core Services 3% of the amount collected from end customers as fees will be shared as revenue with BSCDCL from the Service Provider. Definition of services provided in Annexure 2.
- The BMC may provide multiple extensions to the Service Provider on the same terms and conditions under original agreement after completion of 5 Years upon satisfactory performance.
- After initial term of 12 months of operations after Go-Live, rates for the Core Services (as quoted in Financial Bid) shall be revised @ 10% per annum annually.

Annexure 2: Definition and list of Core and Non – Core Services

Core Service:

Following are the points describing Core Services:

- These are the set of services out of which some of being offered by BMC as of now in "Mayor Express".
- These are the high priority services which are required to be rolled out in operations within 6 months of start of the project.
- These are the services for which the Service Provider will be required to deposit the visiting charges to the BMC, and BMC will pay the selected service provider amount equal to the price quoted by him.
- The Service Provider is required to create a proper SOP document for such services containing the process to be followed in such services, kinds of jobs within services, quality of service SLAs, delivery SLAs, charges for additional work, feedback mechanism, MIS reporting mechanism, monitoring mechanism, etc.
- Separate SOP is required for each service and is required to be approved by BMC as per the timeline
- Currently BMC is charging end customer Rs. 200/- for the first visit of such services, and Rs. 100/- for the second visit for the same purpose. It is advised that the Service Provider Skilled Force personnel in the field should try to finish the required job in the first visit.
- These visit charges mentioned in above clause are only for the visit maximum upto 2 hours, with includes no additional cost for any new procurement required for replacement of broken or unsable items to be done during the visit. This cost of procurement of any new item will be bourne by the end customer.
- In case end customer requests skilled personnel in the field of additional work based on his performance after 2 hours of standard visit. Then in such scenario, end customer will be charged for the additional work as per the SOP approved by BMC for such kind of services. The service provider will share 3% of the total revenue collected from the end customer with BMC.
- In case if job requested by the end customer is more time consuming that 2 hours, then its charge will be as per the SOP approved by BMC. In such case the service provider will share 3% of the total revenue collected from the end customer with BMC. It will be treated as additional work out of the standard job as described in the clause above.
- The Service Provider will be required to adhere to the SOP approved by BMC in all the conditions while delivering the service.
- The Service Provider will be responsible for the quality of service delivered.
- The Service Provider will be responsible for all the miss conduct of the Skilled Field Force while on duty.
- The Service Provider will be responsible for catering to the required training needs of such Core Services skills in case skilled field force.
- The Service Provider will be held accountable for any action while delivering the core services to end customers.

Non – Core Services:

Following are the points describing Non – Core Services:

- These are the set of services which are required to be rolled out by the Service Provider after Core Services.
- These are good to have citizen domestic services, but the Service Provider is required to provide SOPs of minimum 25 Non- Core Services as mentioned in the table below as per the timelines defined in the RFP.
- The Service Provider will be required to roll out these 25 non – core services within 18 months (1.5 years of Go-live).
- The Service Provider at his own wish can add more Non- Core Services after or before Go-Live in the list. But the Service Provider will be required to submit SOP of each service for due approval. Only after that BMC will provide the permission of launching the new Non-Core Service.
- The Service Provider is required to create a proper SOP document for such services containing the process to be followed in such services, kinds of jobs within services, quality of service SLAs, delivery SLAs, different charges for the different kinds of the jobs, expected revenue sharing amount per job in the service with BMC, charges for additional work, feedback mechanism, MIS reporting mechanism, monitoring mechanism, etc.
- Separate SOP is required for each service and is required to be approved by BMC as per the timeline. The Service Provider will be required to adhere to the SOP approved by BMC in all the conditions while delivering the service.
- In Non-Core Services the service provider will share 3% of the total revenue collected from the end customer with BMC.
- The Service Provider will be responsible for the quality of service delivered.
- The Service Provider will be responsible for all the miss conduct of the Skilled Field Force while on duty.
- The Service Provider will be responsible for catering to the required training needs of such Non- Core Services skills in case skilled field force.
- The Service Provider will be held accountable for any action while delivering the non-core services to end customers.

Top 30 Services	
5 Core Services (to be rolled on Go-Live)	
1. Carpenter	4. Gardner
2. Driver	5. Plumber
3. Electrician	
Next 24 Services (to be rolled out in 12 Months after Go-Live)	
1. Accountant	13. Mason
2. Air Conditioner Servicing	14. Nurse
3. Baby Sitter	15. Painter
4. Beautician	16. Party Entertainer
5. Car Cleaner	17. Personal Trainer
6. Cook	18. Pest Control
7. Dish Washer	19. Pet Worker
8. Domestic Maid	20. Photographer
9. Electricity Generators	21. Physiotherapist
10. House Cleaning	22. Tutor
11. Labour	23. Vehicle Break Down Support
12. Laundry	24. Yoga Trainer
	25. Dietician

Annexure 3: CV of the Key Personnel

Curriculum Vitae (CV) of Key Personnel

1. Proposed Position:[For each position of key professional separate form will be prepared]:

2. Name of Firm:[Insert name of firm proposing the staff]:

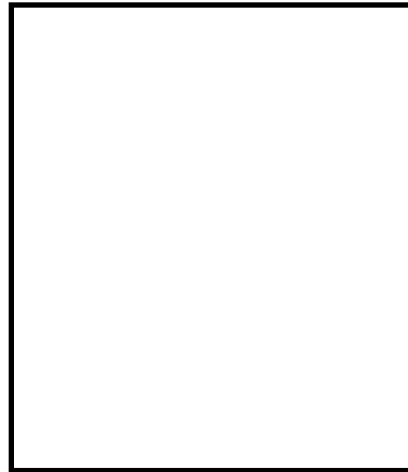
3. Name of Staff:[Insert full name]:

4. Brief Profile of Proposed Staff: [Provide summary of proposed staff experience, qualifications and achievements in no more than 250 words]

5. Date of Birth:

6. Nationality:

Photo



7. Education:[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:

8. Membership of Professional Associations:

9. Other Training:

10. Countries of Work Experience:[List countries where staff has worked in the last ten years]:

11. Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:

12. Employment Record:[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

From [Year]:

To [Year]:

Employer:

Positions held:

13. Detailed Tasks Assigned: [List all tasks to be performed under this Assignment]

14. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned [Among the Assignment/jobs in which the staff has been involved, indicate the following information for those Assignment/jobs that best illustrate staff capability to handle the tasks listed under point 12.]

Name of Assignment or project:

Employer:

Year:

Location:

Main project features:

Positions held:

Activities performed:

(Signature and name of the authorized signatory of the Service Provider)

Note:

1. Use separate form for each Key Personnel.
2. Each page of the CV to have scanned or original signature of the Key Personal but it is required countersigned by Authorized Signatory in original.
3. Each Key Expert CV shall not exceed 5 pages.