

**Request for Proposal (RFP)**  
for  
**Engagement of TPA for Online Examinations**  
of  
**Professional Examination Board, MP**  
**(NIT No.: 70/2017)**

**MP Professional Examination Board,**  
**Chayan Bhawan, Main Road No.1, Chinar Park (East), Bhopal – 462011**  
**Phone No: 0755-2578801-04**  
**Website: [www.vyapam.nic.in](http://www.vyapam.nic.in)**

**Dated: 12/10/ 2017**

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## ACRONYMS

RFP	Request for Proposal
CBT	Computer Based Test
CBE	Computer Based Examination
BG	Bank Guarantee
EMD	Earnest Money Deposit
IA	Implementing Agency
SLA	Service Level Agreement
MOU	Memorandum of Understanding
PMC	Project Management Committee
DB	Database
ICT	Information Communication Technology
SMS	Short Messaging Service
MP	Madhya Pradesh
RTI	Right To Information
GUI	Graphic User Interface
DST	Department of Science & Technology
PQ	Pre-Qualification
PAN	Permanent Account Number
VAT	Value Added Tax

**Request for Proposal (RFP) for**  
**Engagement of TPA for Online Examinations of**  
**Professional Examination Board, MP**

MP Professional Examination Board invites proposals from qualified, reputed and experienced agencies for the Engagement of TPA for Online Examinations of Professional Examination Board, MP. The RFP document is available on the website of PEB ([www.vyapam.nic.in](http://www.vyapam.nic.in)) and State E-Procurement Portal ([www.mpeproc.gov.in](http://www.mpeproc.gov.in)). Interested bidders who qualify as per the criteria mentioned in the RFP document, may submit their proposals through e- tendering latest by **06/11/2017** till 05:30 PM on eProcurement Website ([www.mpeproc.gov.in](http://www.mpeproc.gov.in)). Bidders are required to pay Rs. 1,000/- online on the eProcurement Portal to purchase Tender Document.

**Director**  
**Professional Examination Board**  
**Bhopal**

## **DISCLAIMER**

All information contained in this **Request for Proposal (RFP)** provided/clarified is in the good interest and faith. Though, adequate care has been taken in the preparation of the RFP document, the interested agencies shall satisfy themselves that the document is complete in all respects. The information published in this document is not intended to be exhaustive. Interested Bidders are required to make their own enquiries and assumptions wherever required.

**Professional Examination Board (PEB)** reserves the right to reject any or all of the proposals submitted in response to the RFP document at any stage without assigning any reasons whatsoever. PEB also reserves right to withhold or withdraw the process at any stage with intimation to all who have submitted their proposals in response to the RFP. PEB reserves the right to change/ modify/ amend any or all of the provisions of the RFP document without assigning any reason. Any such change would be communicated to the bidders by posting it on the website of PEB ([www.vyapam.nic.in](http://www.vyapam.nic.in)) and/or MP eProcurement Website (<https://mpeproc.gov.in>).

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

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

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## 2 Background

The Professional Examination Board (PEB) is a self-financed, autonomous incorporated body of State Government of Madhya Pradesh to conduct entrance, recruitment and eligibility examinations for various state level departments, colleges, etc. in the state.

PEB conducts around 30 exams yearly and over 20 lakh candidates participate in these exams.

PEB conducts the Computer Based examinations in multiple shifts with multiple set of question papers. It is estimated that around 30,000 seats for computer based exam as per defined standards, are available in Madhya Pradesh. Exams, where participants are less than 30,000, can be conducted in single shift but where participants are more than 30,000, PEB conducts the same in multiple shifts with multiple set of question papers.

Recently, PEB has taken concrete steps towards adopting ICT based advanced technologies for automation of the processes and Computer Based Testing System. This includes backend automation, candidate registration, online application, computer based examination system etc. Currently PEB conducts CBT in 13 to 18 cities with 100 to 150 CBT centres covering approximately 30,000 candidates in one shift. Computer Based Examination IT infrastructure also includes approximately 200 local servers at exam centres, 8 Servers at State Data Center. PEB also intends to expand the number of Test Centres to reach remote areas, i.e. at least one Test Centre in each district headquarters.

Considering sensitivity, confidentiality and criticality of the information involved in examination process and to ensure adequate security, integrity checks and performance parameters; it is required to hire services of a Third Party for doing an independent validation and performance check for the Computer Based Examination System as well as back end exam related processes.

Technical and commercial bids (to be submitted separately) are invited from bidders for the aforesaid job as per the terms and conditions mentioned hereunder.

However PEB does not guarantee to accept or move into agreement for any/all the proposals, if the solution does not seem to satisfy the core requirement towards conduct of audit of Computer Based Examination System and Bank-end automation systems for PEB.



### 3 Objectives

The broad objectives of having TPA are to ensure that:

- The operations, management and control processes of Online Examinations are adequate and functioning as intended and as per SLA.
- Administrative control of data and its confidentiality, security and privacy is with the PEB de-jure and de-facto.
- Significant managerial, and operating information is accurate, reliable, and timely.
- Interaction with the various stakeholders occurs as needed.
- Risks are appropriately identified and managed by regular follow-up with concerned stakeholders.
- The actions of IA for Online Examinations are in compliance with laid down policies, standards, procedures, and applicable laws and regulations.
- Quality and continuous improvement are fostered in the CBT processes.

### 4 Clarifications

PEB will host a Pre-Bid Meeting as per the schedule given in this RFP. All those who have obtained bidding document can participate in pre-bid meeting to seek clarification on the bid if any. Bidders shall submit their queries in writing in prescribed format at Annexure 1, as per the stipulated timelines through email ([vyapam@mp.nic.in](mailto:vyapam@mp.nic.in) and [jointcontroller.peb@nic.in](mailto:jointcontroller.peb@nic.in)). Only queries/clarifications submitted in written will be considered.

## 5 Time Schedule of various Tender related events

Item	Description
Bid calling Date	16/10/2017
Pre-Bid Meeting	27/10/2017 at 3:00 PM in Conference Room, Professional Examination Board, Board
Last Date and Time for Bid Submission	06/11/2017 upto 5:30 PM Online on <a href="http://www.mpeproc.gov.in">www.mpeproc.gov.in</a>
Opening Date and time of Pre-Qualification Bid	07/11/2017 at 12:30 PM in Conference Room, Professional Examination Board, Board
Opening Date of Technical Bids	Would be communicated to pre-qualified bidders
Commercial bid opening date and time	Would be communicated to technically qualified bidders
Tender Fee	Rs. 1000 payable online on e-Tendering Portal <a href="http://www.mpeproc.gov.in">www.mpeproc.gov.in</a>
Earnest Money Deposit (EMD)	<b>Rs. Ten Lakh only</b> to be submitted online at E-Procurement portal before opening of bid.
Bid Validity Period	180 days from the date of opening of bid.
EMD Validity Period	180 days from the date of Bid Submission
Performance Guarantee Value	Demand Draft or Bank Guarantee of <b>10% of bid value</b> to be submitted by successful bidder before signing of Agreement
Performance Guarantee validity period	6 Months beyond the contract period

## 6 RFP Structure

This RFP is meant to invite proposals from interested agencies capable of delivering the services described herein. Section 7 describes scope of work, desired solution, standards & specifications as well as other requirements (functional, operational and technical) of the project.

## 7 Scope of Work

This section describes the broad scope of work and deliverables that the TPA shall carry out for a period of three years from the date of appointment by PEB.

## 7.1 Audit Activities

To ensure the consistency and comparability of the audit on a regular basis, the TPA must establish an audit methodology in discussion with PEB and would need to study following-

1. The contract signed between PEB and its service providers/IAs for conducting the Online Examinations & application portal and Question Authoring agencies.
2. Procedures and practices of PEB related to exam process
3. Information/ Data security standards and practices of PEB and major service providers. Relevant government orders, regulations, case laws.
4. Create a framework and procedure for carrying out the audit. In cases of significant non-compliance, establish a mechanism (assessment, review, reporting and follow-up) to resolve audit observations.
5. Prepare various templates required to be filled in by the various stakeholders involved in the audit process.
6. Prepare audit plan including stated audit areas and controls.
7. List out various reports and submission frequency. The Audit work to be done quarterly for core IT infrastructure and twice in a year for all Exam Centres.
8. The TPA would be required to do Audit activities at least 10% centres per examination.
9. As few of the exam centres can be changed depending upon the availability, so it is required from TPA to perform Audit activities for newly added/changed exam centres.
10. The auditor shall scrutinize current / prevalent security practices of the organization and provide/suggest an action plan to address the gaps found.
11. The main thrust for the audit shall be the exams conducted by organization. For the sake of audit, all the exam activities from the inception of exam, it's execution to its conclusion are to be covered.
12. The focus shall be not only the technical domain (with stress on the exam data security, integrity and confidentiality at all points validated against prevalent information security standards like ISO 270001 etc. ) but people, protocols, process and back office tasks for the exam activity.
13. The action plan and inputs as suggested should be scalable, practically implementable / executable and agreeable to the organization.
14. The audit activity shall be carried out at a frequency as mentioned in delivery schedule with detailed reports on actionable items and action plan as agreed and approved by the organization.

**PEB shall be providing all the IT Infrastructure details required for the purpose of Audit Activities to TPA as and when needed.**

## 7.2 PEB IT Infrastructure Audit

1. Evaluate effectiveness of security awareness and training quarterly for stakeholders. PEB shall be providing the list of stakeholders.
2. Identifying high risk assets, Network IP, Applications and IP etc.
3. Identify security flaws in applications and IT systems and recommend workable and practical solutions.
4. Recommend and suggest security tools as per the current industry standard with threat intelligence feeds (if applicable) to improve detection capabilities.
5. Regular review of monitoring practices for high risk assets and IP for cyber threats.
6. Review/stimulate possible intrusion attacks and suggest remedial practices.
7. TPA would review audit trails are enabled and logged if any incident happens.
8. Recommend security measures to PEB to proactively prevent cyber fraud.
9. Review and recommended with a view that root cause analysis can be performed, and post incident investigation abilities in a trustable manner.
10. Review readiness, availability and arrangements of audit trails and necessary records, data and information for forensic purposes.
11. Perform analytics and review to determine possible cyber-attacks.
12. Review situational awareness and preparedness around third parties as it relates to cyber security.
13. TPA shall undertake audit for physical and IT infrastructure including verification of completeness of inventory and asset bill of material for Online Examinations.
14. TPA would define and audit the control points for inventory audit at the PEB/State Data Center.
15. TPA shall appraise the PEB about the health of the components through reports indicating the capacity utilization and corresponding scalability requirements.
16. TPA shall also cover obsolescence of the physical & IT infrastructure. The audit report shall provide details of the infrastructure components that are due for obsolescence and provide recommendations for upgrade / refresh of infrastructure components and plan for disposal of obsolete infrastructure components.

## 7.3 Examinations Operations, Process and Control Audit and Completeness Certification

- a. Audit and Certification of Core Exam Application, Web Portal, Mobile App and Back-end Exam Process Automation System, offline Processes, Application Capture and Web Hosting done by Implementation Agencies.
- b. Overall review and technical and functional verification to provide Audit Completion Certification.

## 7.4 SLA Monitoring Audit

The TPA would perform SLA audit every quarter to review and monitor the performance with reference to the SLA between System Integrator and PEB and overall conduct of Online Examination. Subsequently, TPA would carry out the following tasks:

- a. TPA audit would include preparation of templates for reports to be submitted by IA to TPA/PEB and report to be submitted by the TPA to PEB. TPA shall also tabulate measurable parameters as defined in the respective SLA's.
- b. TPA shall proactively convey to the stakeholders any concerns based on the configuration of or information generated through the system.
- c. TPA shall review the SLA performance on a quarterly basis and compute penalty for SLA non-compliance on the payment to be paid to the SIA in line with the agreed SLAs and payment terms & conditions. For bigger exams where more than 10 lakh Test Admit Cards are issued, separate audit has to be conducted.
- d. TPA shall review the helpdesk procedures established by the SIA and submit a Quarterly Report with recommendations to PEB.
- e. TPA must ensure that the SIA's Helpdesk for online examination is implemented in line with ITIL leading practices for service delivery.

## 7.5 Information Security Audit

1. Analyse impact on the business based on previous incidents and predictive modelling.
2. Review risks arising due to employee misuse of Exam Conduction rules and regulations/guidelines.
3. TPA shall review the effectiveness of various policies, guidelines, regulations, and other documents already created by PEB e.g. Information security policy, data protection policy and provide recommendations to the PEB so as to ensure integrity, confidentiality and availability of information and resources.
4. TPA would review the security measures followed by the SIAs to ensure that the applications being hosted are free of vulnerabilities.
5. Industry standard Vulnerability Assessment, Penetration Testing and Black Box testing.
6. Evaluation and prioritization of potential risks.
7. VA/PT tools should be non-intrusive and non-destructive. The tool, test schedule and potential impact to be approved by PEB before deployment.

## 7.6 Review of Preparedness for ISO 27001 Certification

This should cover the following activities:

1. PEB intends to go for ISO 27001 certification for ICT infrastructure already with in scope of selected bidder (TPA) for audit. Selected bidder (TPA) team will be responsible for the review of policies and procedures prepared by PEB or its nominated agency. TPA will be responsible to review and provide necessary guidance, inputs and recommendation to PEB for ISO 27001 certification as internal auditor. TPA also will be responsible to review necessary policies, procedures and documents for achieving the certification and accompanying PEB representatives in ISO audits of certification body.
2. Once ISO 27001 certification achieved by PEB for ICT infrastructure, TPA will be responsible to make necessary changes in 'TPA audit procedures' and perform review as per frequency defined of security audit in this RFP, and responsible to highlight gaps against applicable Information Security Policies of PEB.

## 7.7 Single Point of Contact

The successful Bidder shall appoint a single point of contact with whom PEB will deal for any activity pertaining to the requirements of this RFP.

## 7.8 Manpower Deployment

The TPA has to deploy dedicated skilled manpower at PEB as mentioned below along with required auditing tools, equipment and facilities to carry out the scope of work and its deliverables as mentioned in this RFP. The manpower deployed at PEB would be first screened by PEB, and then will be deployed exclusively for the PEB and cannot be shared by the TPA for other purposes. In the event of non-availability of the committed manpower on account of attrition or other cause, the TPA must inform the same in writing to PEB with a suitable replacement person with equivalent qualification and experience as per below table. The replacement must be done within 10 working days of vacancy.

Sl. No.	Profile	Experience	Number	Qualifications	Remarks
1.	Project Manager (PM)	8+ Years	1	B.E./B.Tech/MCA + (Preferably MBA) with experience in Project Management; Certification in Project Management (PMP/CISSP/CISM/ Prince2) is desirable.	Completely responsible for Third Party Auditing

2.	IT Auditor (Process and Security)	5+ Years	2	BE/B.Tech/MCA and CCNA/CCNP (desired) with any one certifications (CISA/CISSP/ITIL v3/ ISO27001LA/ISO 20000) and prior experience of IT/Network Audit, Enterprise level NMS & Helpdesk Management tools	To assist the Project Manager in undertaking the Technical Audit.
3.	Functional Auditor	8+ Years (preferably experience of government organization or exam conducting agencies)	1	Postgraduate and having knowledge of government auditing standards and procedures, laws, rules and regulations etc.	To assist the Project Manager in undertaking the Audit.

Depending upon the requirement of the project deliverables, the successful vendor will be expected to deploy suitable resources.

## 8 Instructions to the Bidders

### 8.1 Definitions

In this Bid Document, following terms shall be interpreted as indicated:

- **“Solution”** means study, plan, design, develop, customize, install and implement agreed framework
- **“Successful Bidder”** means the bidder who has submitted most suitable bid proposal as per bid evaluation committee and who has awarded the work as Implementation Agency.
- **“Implementation Agency”** means the successful Bidder who signs the contract with PEB for study, design, develop and maintain the solution deployed under the Project.
- **“PEB”** means Professional Examination Board, Govt. of MP.
- **“Services”** means the services delivered to the Stakeholders of the project by the Implementation Agency.
- **“Confidential Information”** means all information including Project Data (whether in written, oral, electronic or other format) which relates to the technical, financial and business affairs, customers, Bidders, products, developments, operations, processes, data, trade secrets, design rights, know-how and personnel in connection with this Bid Document.
- **“Project Data”** means all proprietary data of project generated out of project

operations and transactions, documents and related information including but not restricted to user data which the Bidder obtains, possesses or processes in the context of providing the services.

- **“Deliverables”** means the products and services agreed to be delivered by the Successful Bidder in pursuance of the agreement as defined more elaborately in Scope of work.
- **“State Government”** means the Government of Madhya Pradesh.
- **“Contract Value”** is the bid value which means the price accepted by the PEB as per Price Schedule.

## 8.2 Address for Communication

Any queries or communication related to bid must be addressed to the following office at the address given below:

**Director  
Professional Examination Board  
Chayan Bhawan, Main Road No.1,  
Chinar Park (East), Bhopal – 462011**

## 8.3 Clarification on the Bid Document

1. PEB reserves the right not to respond to any/all queries raised or clarifications sought if, in their opinion and at their sole discretion, they consider that it would be inappropriate to do so or do not find any merit in it.
2. Response on the Pre-bid queries and amendments (if any) would be uploaded on the website [www.mpeproc.gov.in](http://www.mpeproc.gov.in) and [www.vyapam.gov.in](http://www.vyapam.gov.in). Bidders are advised to regularly visit the websites for updates.

## 8.4 Amendment of Bid Document by PEB

1. At any time prior to the deadline for the submission of Bids, the PEB may, for any reason, whether on its own or in response to a clarification requested for by a prospective Bidder, modify the Bid Document by way of amendment(s).
2. In order to allow reasonable time to the prospective Bidders for taking into account such amendment(s), in the preparation of their Bids, the PEB, at its discretion, may extend the deadline for the submission of Bids, any time.
3. All the amendments/corrigendum (if any) would be uploaded on the website as mentioned above. Bidders are advised to regularly visit the website for updates.



## 8.5 Pre-Qualification Criteria

Sr. No.	Eligibility Criteria	Supporting Document to be submitted in Envelope "A" of Bid
1	The Bidder must be a legally registered entity in India and which is in operations in India since last Five (5) years as on bid calling date.	Certificate of Incorporation/ Registration by the bidder.
2	The bidder should have average annual turnover of minimum Rs. 100 crores or more in last 3 financial years (2014-15, 2015-16 & 2016-17).	Copy of Audited Balance Sheet & Profit & Loss a/c of last 3 financial years (2014-15, 2015-16 & 2016-17)
3	The bidder should be a profit (profit after tax) making company in the last financial year i.e. 2016-17	Supporting financial statements to be submitted
4	The bidder should have successfully executed at least 03 Projects of Third Party Audit with any reputed Private Company / Government Agency / Department / Exam Conducting Bodies in past 3 years.	Work Order and Completion Certificate/Execution Report for each project.
5	Permanent Account Number (PAN) number along with certified copy	Copy of the certificate
6	Service Tax and VAT Certification of the bidder	Copy of Service Tax and VAT Certificate from Department
7	The bidder should not be presently blacklisted by any State/Central Government / Department.	Self-declaration as per Annexure 8

## 8.6 General instructions

1. While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, bidders must form their own conclusions about the solution needed to meet the requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to RFP.
2. All information supplied by Bidders shall be treated as contractually binding on the Bidders. On successful award of the assignment by PEB, the same information shall be the basis of the contract.
3. This Tender supersedes and replaces any previous public documentation & communications, and bidders should place no reliance on such communications.
4. PEB reserves the right to postpone or cancel scheduled Tender opening at any time.
5. The Tender would be led only by the bidder to whom the Tender document fee receipt has been issued and cannot be transferred to any other entity.
6. Each bidder shall submit only one Proposal. The bidder who submits more than one Proposal will be disqualified.
7. For interpretation of any clause in the Bid Document or Contract Agreement the interpretation of the Bid Evaluation Committee shall be final and binding on the Bidder.

## 8.7 Proposal Presentation

Bidder is expected to examine all instructions, forms, terms and requirements in the RFP document and prepare the proposal accordingly. Failure to furnish all the information required by the RFP document or submission of a proposal not substantially responsive to the RFP document in any respect may result in the rejection of proposal. The proposals should be submitted in three parts as mentioned in the following sections:-

### PRE QUALIFICATION

Along with other documents, following documents shall be a part of Pre-qualification:-

1. Bid Form on the bidder's letter-head as per **Annexure 2 and 3**.
3. An authorization letter for granting authority to the person for signing the proposal as per **Annexure 7**.
4. Certificate of Incorporation if any or relevant registration documents.
5. Audited annual financial results (balance sheet and profit & loss statements) of the bidder for the last three financial years i.e.2014-15, 2015-16 and 2016-17.
6. Copy of Work orders/Completion Certificates as mentioned in the bid form.
7. Client Reference list (similar domain as per the requirements in this RFP).
8. Undertaking for not being blacklisted by any State / Central Govt. by the bidder as per **Annexure 8**.
9. Permanent Account Number (PAN) from Income Tax authorities of bidder along with certified photocopy.
10. GST (as applicable) Details of bidder.
11. Other documents as mentioned in the Eligibility Criteria section under each assignment.

### TECHNICAL PROPOSAL

Technical Bid shall be submitted along with covering letter as per **Annexure 4**. The technical Bid should contain a detailed description of the proposed solution. It should articulate in detail, as to how the Bidder's Solution and Framework suggested meets the requirements specified in the Bid. The Technical Bid must not contain any pricing information. Any information submitted, additional to the required response should be marked as 'Supplementary' and will be furnished as separate section. If the Bidder wishes to propose additional services (or enhanced levels of services) beyond the scope of this Bid, the

proposal must include a description of such services as a separate attachment to the Bid. The technical Bid should entail the details of Tasks to be performed as per detailed scope of work.

For the Technical proposal, the bidders are advised to submit a copy of their technical presentation in PDF Format. Purpose of this presentation is to facilitate committee members to effectively comprehend the proposed solution, bidder's capability, additional offerings and compliance on technical evaluation parameters. The presentation should be in following format:

1. Introduction of Bidder (3-5 Slides)
2. Experience of similar engagement / service offering (3-5 Slides)
3. Detail of any proprietary / in-house tools developed by bidder for service offering (3-5 Slides)
4. Strategy for Audit Activities for PEB as per ISO 27001 (2-4 Slides)
5. Strategy for Manpower Deployment for the Engagement (1-2 Slides)
6. Strategy for Review of Training, Knowledge Management & Upscaling practices of PEB staff towards achieving ISO 27001 certification, implementation and maintenance (3-5 Slides)
7. Strength and Capability of Bidder with respect to similar Audits (3-5 Slides)
8. Offerings additional to RFP Scope, if any. (2-3 Slides)
9. Final words (1-2 Slides)

## COMMERCIAL PROPOSAL

- 1 The commercial proposals should be submitted as per the format of Commercial Bid given at **Annexure 6**. Adherence to the prescribed format and terms as mentioned in this RFP must strictly be followed. Any deviation or any condition written in the financial except mentioned in the prescribed format, will result in disqualification of bid.
- 2 Unless expressly indicated, Bidder shall not include any technical information regarding the services in the commercial Bid. Additional information may be submitted to accompany the proposal. In submitting additional information, it should be marked as supplemental to the required response. Prices shall be quoted entirely in Indian Rupees and must include all applicable taxes and levies, except Service Tax.
- 3 The Bidder is required to ensure that the service offering quoted is as per prescribed specifications and standard.

- 4 The Bidders are required to quote their best prices, inclusive of all taxes, levies, freight, forwarding, handling, insurance, inland transportation, local costs etc. incidental to the delivery of goods and services to their final destination.
- 5 The rates offered by the Bidder should be firm and free from all escalations. Prices quoted by the Bidder shall be fixed during Bidder's performance of the Contract and shall not be subject to variation on any account. A Bid submitted with a price adjustment/variation provision will be treated as non-responsive and rejected, pursuant to Clause of Preliminary examination mentioned in this bid document.

### 8.8 Language of Bid

The Bid prepared by the Bidder, the correspondences as well as all the document relating to the Bid exchanged between the Bidder and the PEB, shall be in English language. Supporting documents and printed literature furnished by the Bidder may be in some other language, provided, they are accompanied by an accurate translation of the relevant passages in English.

### 8.9 Authorized Signatory on Behalf of Bidder

The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority, having the Authorization Certificate (**Annexure 7**) from the competent authority of the respective Bidding firm.

### 8.10 Compliance & Completeness of Response

Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP document carefully. Submission of bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications. The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the bidder's risk and may result in rejection of its bid proposal and forfeiture of the bid EMD. The RFP Document is not transferable to any other bidder.

## 9 Bid Security (EMD) & Security Deposit

1. The bidder shall furnish a bid security (EMD) of Rs. **10, 00,000 (Ten Lakh only)**.
2. The Bid Security (EMD) shall be in Indian Rupees and shall be in form of online payment at e-procurement portal.

3. The EMD shall be valid for at least 180 days from the date of submission of proposal. No interest shall be payable on Bid Security under any circumstances.
4. The EMD of all the bidders shall be discharged by PEB after the signing of agreement with Successful Bidder.
5. The Bid security will be forfeited at the discretion of PEB on account of one or more of the following reasons:
  - 5.1. Bidder withdraws its Proposal during the period of proposal validity
  - 5.2. Bidder does not respond to requests for clarification of its proposal.
  - 5.3. Bidder is found to canvass, influence or attempt to influence in any manner the qualification or selection process, including without limitation, by offering bribes or other illegal gratification.
  - 5.4. Bidder submitted false or misleading documents/credentials for the purpose getting unethical advantage in evaluation process.
  - 5.5. In case of a successful Bidder, the said Bidder fails-to sign the Agreement in time.
6. Successful bidder shall submit Bank Guarantee or DD as Performance Bank Guarantee equivalent to **10% of bid value**.
7. Performance Bank Guarantee shall be valid for a period of 6 months beyond the date of completion of all contractual obligations of successful bidder.
8. After the completion of all contractual obligations, security deposit will be returned to the successful bidder within 90 days.

## 10 Bid Submission

1. Bids must be direct, concise, and complete. Any information not directly relevant to this RFP should be omitted. Purchaser shall evaluate the bid based on its clarity and the correctness of its response to the requirements of the project as outlined in this RFP.
2. The bids shall be submitted online on <https://www.mpeproc.gov.in> as per the formats given below.

### 10.1 Format of Submission

#### 1. EMD (Online submission):

EMD payment to be made online by the bidder at MP eProcurement Portal.

#### 2. EN-01 Pre-qualification (Online Submission):

The PDF file should be titled as “**Pre-qualification Bid –Engagement of TPA for Online Examinations of PEB**” should contain following documents:

- a. Scanned Copy of Online Payment being submitted as EMD
- b. Annexure – 2 : Bid Covering Letter
- c. Annexure – 3 : Bid Form
- d. Annexure – 5 : Bid Security Form
- e. Annexure – 7 : Bidder's Authorization Letter
- f. Annexure – 8 : Self Declaration on Non-blacklisting
- g. Credentials/Documents as mentioned in Pre-qualification criteria and as required to fulfil eligibility criteria

### **3. EN-02 Technical Bid (Online Submission):**

The PDF file should be titled as “**Technical Bid –Engagement of TPA for Online Examinations of PEB**” should contain Technical Proposal. Technical bid should be submitted along with Technical Bid Covering letter as per **Annexure 4**. The following are essential components of technical proposal. (Technical proposal should not have more than 40 pages):

1. Brief about Bidder
2. Experience in TPA Domain
3. Key Resource facts / Manpower available with bidder (ISO 27001 SMEs)
4. Understanding of the PEB Requirement
5. Proposed Solution
  - a. Detailed description of solution
  - b. Suitability and compliance with PEB requirements
  - c. Customization Strategy
  - d. Instances of similar usage in other agencies/projects.
  - e. Benchmarking of the service offering (if any)
6. Manpower Deployment Strategy
7. Training and Change Management strategy for PEB
8. Key Deliverables (along with example deliverables, where possible).
9. SLA Tracking
10. Risk Identification Strategies and Recommendation for Mitigation
11. Exit Management

### **4. EN-03 Financial Bid:**

The PDF file titled as “**Financial Bid –Engagement of TPA for Online Examinations of PEB**” has to be uploaded electronically as per **Annexure 8**. Prices shall be quoted entirely in Indian Rupees and must include all applicable taxes and levies, except Service Tax. In case of discrepancy between amount given in words and figures, the details given in words shall prevail.

## 10.2 Bid Validity

All the bids must be valid for a period of 180 days from the last date of submission of the RFP for execution of Contract Agreement. However, the quoted rates should be valid for an initial/ extended period of the contract from the effective date of the Contract Agreement. No request will be considered for price revision during the contract period.

## 11 PEB's right to terminate the process

PEB may terminate the RFP process at any time and without assigning any reason. PEB makes no commitments, express or implied, that this process will result in a business transaction with anyone. This RFP does not constitute an offer by PEB.

## 12 Disqualification of bids

PEB may at its sole discretion and at any time during the processing of tender, disqualify any bidder from the tendering process if the bidder has:

1. Submitted the tender after the prescribed date and time of submission of bids.
2. Made misleading or false representations in the forms, statements and attachments submitted.
3. If found to have a record of poor performance such as abandoning works, not properly completing the contract, inordinately delaying completion, being involved in litigation or financial failures, etc.
4. Submitted bid document, which is not accompanied by required documentation and Earnest Money Deposit (EMD) or non-responsiveness.
5. Failed to provide clarifications related thereto, when sought.
6. Bidders who are found to canvass, influence or attempt to influence in any manner the qualification or selection process, including without limitation, by offering bribes or other illegal gratification, shall be disqualified from the process at any stage.
7. The bid is not submitted in accordance with this document.
8. The firm is not meeting eligibility criteria as mentioned in this RFP
9. Bidder has submitted condition bid.
10. Bidder has submitted more than one bid. This will cause disqualification of all bids submitted by such bidders.
11. Bidders may specifically note that while processing the tender documents, if it comes to knowledge expressly or implied, that some bidders may have compounded in any manner whatsoever or otherwise joined to form a cartel resulting in delay / holding up the processing of tender then the bidders so involved are liable to be disqualified for this contract as well as for a further period of two years from participation in any of

the tenders floated by any department of Govt. of MP. It is also clarified that if need arises then PEB would go in for appointment of outside party(s) to undertake the work under the captioned tender.

### 13 PEBs Rights to Accept/Reject any or all Proposals

PEB reserves the right to accept or reject any proposal, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for PEB's action.

### 14 Bid Evaluation

1. Bids will be evaluated by Bid Evaluation Committee constituted by PEB.
2. The decision of the Bid Evaluation Committee regarding evaluation shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the committee.
3. If there is a discrepancy between words and figures, the amount in words shall prevail.
4. The Bid Evaluation Committee may conduct clarification meetings with each or any bidder to discuss any matters, technical or otherwise.
5. Bid document shall be evaluated as per the following steps:

#### 14.1 Preliminary Examination

1. A three-stage procedure will be adopted for evaluation of bid proposals, with the pre-qualification being completed followed by the technical evaluation and thereafter financial proposals being opened and compared.
2. Preliminary examination shall involve assessment of Offline Envelop of EMD and EN-01 as specified above. The submitted documents shall be examined to determine whether the bidder meets the eligibility criteria, completeness of the bid, whether the documents have been properly signed by the authorized signatory and whether the bids are generally in order.
3. PEB reserves the right to seek information/clarifications from the bidders. Any bids found to be non-responsive for any reason or not meeting the minimum levels of eligibility criteria specified in the various sections of this Tender Document shall be rejected and not included for further consideration.
4. Bid Evaluation Committee may waive any minor infirmity or non-conformity or irregularity in a Bid which does not constitute a material deviation, provided such a



waiver does not prejudice or affect the relative ranking of any Bidder.

5. Prior to the detailed evaluation, the Evaluation Committee will determine the substantial responsiveness of each Bid to the bidding documents. For purpose of these clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the bid documents without material deviations.
6. If the Evaluation Committee determines that a Bid is materially deviating from the prescribed terms and conditions, then the matter may be referred at higher level to decide whether the deviations of the Bid are material or not. Decision of the Evaluation Committee regarding this shall be final and binding.
7. The Committee's determination of a Bid's responsiveness shall be based on the contents of the Bid itself without recourse to extrinsic evidence.
8. If there is any difference in interpretation of RFP Terms, Bid Evaluation Committee's interpretation will be final and applied on all the bids. Bidders are advised to seek clarification on such RFP terms, if any, during pre-bid meeting or ask same in written in pre-bid clarification response.

#### 14.2 Technical Evaluation

1. Technical bids shall be opened only for the bidders who qualify pre-qualification criteria and submitted all the documents and details in prescribed format up to satisfaction level of Bid Evaluation Committee.
2. An intimation will be given to all the bidders before opening of technical bid.
3. The committee will evaluate technical bid on the ground of scope of services mentioned in the RFP.
4. The committee may seek further clarification, if required, from the bidders for the purpose of technical evaluation.
5. If a Technical Bid is determined as not substantially responsive, the PEB will reject it and in such a case Commercial Bid will not be opened.
6. The committee will invite each of qualified bidders to make a presentation at a date, time and location decided by PEB. The purpose of such presentations would be to allow the Bidders to present their proposed solutions to the committee and the key points in their Bids.
7. Solution, strategies, offerings and compliances presented in the form of technical presentation will become essential part of Services Agreement to be signed with the successful bidder.

### 14.2.1 Criteria for Evaluation and Comparison of Technical Bids

The technical proposal will be evaluated using the following criteria:

Sr. No.	Technical Parameter – Checklist (Must submit Documentary evidence for each parameter)	Maximum Marks
1	<p>The bidder should have average annual turnover of Rs. 50 Crores or more in last 3 financial years (2014-15, 2015-16 &amp; 2016-17)</p> <ul style="list-style-type: none"> <li>• 100 Crore or more (consolidated for last 3 years) = 05 Marks</li> <li>• 200 Crore or more (consolidated for last 3 years) = 10 Marks</li> <li>• 500 Crore or more (consolidated for last 3 years) = 15 Marks</li> </ul>	15
2	<p>The bidder should have successfully completed 03 Projects of similar nature of reputed Private or Government Agencies/ Departments/ Exam Conducting Bodies.</p> <ul style="list-style-type: none"> <li>• 3 or more Projects = 05 Marks</li> <li>• or more Projects = 10 Marks</li> <li>• 10 or more Projects = 20 Marks</li> </ul>	20
3	<p>The bidder should have experience of at least 03years or more in the field of similar services</p> <ul style="list-style-type: none"> <li>• Experience of 3 Years or more in the Domain = 05 Marks</li> <li>• Experience of 7 Years or more in the Domain = 10 Marks</li> <li>• Experience of 10 Years or more in the Domain = 15 Marks</li> </ul>	15
4	<p>Experienced and skilled professionals having certifications (e.g. ISO 27001 (Lead Auditor), CISA, CISSP, and CISM)</p> <ul style="list-style-type: none"> <li>• Less Than 10SMEs = 0 Marks</li> <li>• 10 SMEs or More = 05 Marks</li> <li>• 50 SMEs or More = 10 Marks</li> <li>• 100 SMEs or More = 20 Marks</li> </ul>	20
5	<p>Technical Presentation</p> <ol style="list-style-type: none"> <li>1. Brief about Bidder (2-3 slides)</li> <li>2. Experience in TPA (2-3 slides)</li> <li>3. Key Resource facts / Manpower available with bidder as SMEs / Consultants (2-3 slides)</li> <li>4. Understanding of the PEB Requirement (2-3 slides)</li> <li>5. Proposed Solution and Roadmap for PEB (4-5 slides)               <ol style="list-style-type: none"> <li>a. Detailed description of solution</li> <li>b. Suitability and compliance with PEB requirements</li> </ol> </li> </ol>	30

	<ul style="list-style-type: none"> <li>c. Customization Strategy</li> <li>d. Instances of similar usage in other agencies/projects.</li> <li>e. Benchmarking of the service offering (if any)</li> <li>f. Certifying Agency for ISO-27001 Certification</li> </ul> <ul style="list-style-type: none"> <li>6. Manpower Deployment Strategy (1-2 slides)</li> <li>7. Training and Change Management strategy for PEB (1-2 slides)</li> <li>8. Key Deliverables (along with example deliverables, where possible) (3-4 slides)</li> <li>9. Risk Identification Strategies and Recommendation for Mitigation (2-3 slides)</li> <li>10. Exit Management (1-2 slides)</li> <li>11. Final Words (2 slides)</li> </ul>	
	Total	100

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

The commercial bids of only those bidders, who have scored at least 60 marks in technical bid evaluation process, will be considered for commercial bid evaluation.

### 14.3 Opening and Comparison of Commercial Bids

1. The Commercial Bids will be opened by Financial Evaluation Committee constituted by PEB, in the presence of Bidders' representatives (Maximum two for each bidder) who choose to be present during opening. The Bidder's representatives who are present shall sign a register evidencing their attendance. It is not mandatory for bidders to attend the bid opening.
2. The Commercial Bid of only technically qualified bidders will be opened. Those technically qualified bidders shall be termed as substantially Responsive. The decision of the PEB in this regard shall be final.
3. The Commercial Bids will be opened and compared (after the technical evaluation is completed) for those Bidders whose technical bids reach the minimum threshold standards (i.e. 60 marks).
4. Bidder quoting "Lowest Bid Value" will be considered for selection.
5. PEB reserves the right not to award the contract to the bidder lowest quoting bid value without assigning any reasons thereof.

#### 14.4 Commercial Bid Rejection Criteria

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

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

### 15 Selection of Bidder

After successful evaluation of bids, PEB (through its bid evaluation committee) will identify best suitable proposal/bid and forward same to Director, PEB with necessary recommendations. Notification of award will be issued by PEB to the successful bidder.

#### 15.1 Notification of Award to the Bidder

Before the expiry of the period of validity of the proposal, the PEB shall notify the successful Bidder in writing by registered letter or by fax, that its bid has been accepted. The Bidder shall acknowledge in writing receipt of the notification of award and will send his acceptance to enter into agreement within seven (7) days.

#### 15.2 Right to Vary Activities at the time of Award

The PEB shall have the right to make any alterations, omissions, additions or subtractions in items, their quantities at the time of award of contract. PEB will give such intimation to the successful Bidder, and additional cost/deduction in the Bid prices, based on the price schedule submitted by him, will be worked out with the Bidder.

#### 15.3 Award of Contract

Contract will be awarded by PEB to the responsive Bidder whose Bid conforms to the requirements and represents the best value to the project, price and other factors considered.

#### 15.4 Signing of Contract

The signing of agreement will amount to award of contract and bidder will initiate the execution of the work as specified in the contract/agreement. If the bidder refuses to accept the award within one week and disinclines / or neglects the signing the contract agreement and does not offer to sign the agreement immediately after one week of receipt of letter of intent and does not sign the contract agreement within a fortnight, the PEB may forfeit the bid security of the bidder. The incidental expenses of execution of agreement / contract shall be borne by the successful bidder.

### 15.5 Discharge of Bid Security

Upon successful signing of the agreement, PEB shall promptly request the Bidder to provide performance security. On receipt of the performance security, the bid security will be released by PEB.

### 15.6 Performance Security

1. Within 15 days of notification of award, the Selected Bidder shall furnish performance security of **10% of the total contract value**, valid up to 42 months from the date of award of contract.
2. The proceeds of the performance security shall be payable to the PEB as compensation for any loss (es) resulting from the failure of the Bidder to meet its obligations under the Contract.
3. The performance security shall be furnished in the form of an unconditional and irrevocable Bank Guarantee/DD of **10% of the total contract value**, in a form and manner acceptable to the PEB which would remain valid until such time and be renewable as may be stipulated by the PEB.

### 15.7 Use of Contract Documents and Information

1. The bidder shall not, without prior written consent of PEB, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the PEB in connection therewith, to any person other than a person employed by the bidder. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance of the contract.
2. Any document, other than the contract itself, shall remain the property of the PEB and shall be returned (in all copies) to the PEB on completion of the selected bidder's performance under the contract, if so required by the bidder.

### 15.8 PEB Right to Use Alternate Service Provider

By signing the contract for TPA, PEB does not provide an exclusive right to the selected service provider. During the contract period with service provider, PEB reserves the right to enter into agreement with other service provider, if a need arises to engage an alternative service provider. This decision would however be taken by PEB, only in case of a specific need and situation arising where it feels that services provided by single service provider may not sufficient to meet its quality or timeline or delivery obligations, or the method/scope of conduct of examination is altered in any way which necessitates change to the very process of the contract.

## 16 Delivery Schedule:

Delivery schedule for Audit activities are as follows:

S. No	Audit Area	Deliverables	Periodicity
1	Audit Activities	Audit framework, Audit plan, Assessment framework related procedures and templates incorporating following but not limited to : <ul style="list-style-type: none"> <li>- Audit Assessment parameters.</li> <li>- Tabulation of measurable parameters for SLA Audit,</li> <li>- Ensure mapping of the SLA conditions and limits onto SLA Monitoring tool,</li> <li>- Template of reports and data collection formats,</li> <li>- Ensure that SLA monitoring tool's reports are not tampered.</li> <li>- Feedback report about various policies, guidelines, standards and regulations that PEB is following in order to ensure confidentiality, integrity and availability of data.</li> </ul>	Once (subject to annual review) every year it would be reviewed internally and need to be updated for new checkpoints etc.
2	PEB IT Infrastructure Audit	Hardware, software, antivirus, OS, LAN, Firewall, Networking devices etc. Inventory audit report including executive summary, checklist and compliance	Six Monthly
3	Operations , Processes and Control Audit	Audit report including but not limited to following checkpoints related to processes followed by the Sis for its deliverables : SI team, skills, change management procedures, IT Infrastructure operations – hardware, software and backup procedures, EPAS processes, antivirus measures, trainings, network and security administration, performance monitoring, capacity utilization, web security, documentation related to applications hosted etc.  The audit report shall also emphasize specifically	Six monthly

		the efficacy of incident management and asset management.	
4.	SLA Audit	Quarterly SLA audit report: The Audit report should include all the SLA parameters as agreed by SIs, its conformance/deviation to the SLA and recommend penalties for the SIs for its payments. The audit will be conducted for all SLA with vendors except confidential work	Quarterly
5	IT Security Audit	IT Security Audit reports including but not limited to following checkpoints/controls : <ul style="list-style-type: none"> <li>- Vulnerability assessment and penetration testing.</li> <li>- Evaluation and prioritization of potential risks, estimated cost to affect remedies.</li> <li>- VA/PT tools should be non-intrusive and non-destructive. The tool, test schedule and potential impact to be approved by PEB before deployment.</li> </ul>	Quarterly

## 17 Service Level Agreement and Penalty for Default in Delivery

The SLA parameters shall be measured on a weekly/monthly/ quarterly basis as per the individual SLA parameter requirements, through appropriate SLA Measurement tools provided by the selected vendor for the purpose. The Service Levels shall be reviewed on quarterly basis by PEB after taking the advice of the selected vendor. Changes in SLA would be made by PEB after consultation with the selected vendor.

Sr. No.	Service Levels	Severity	Penalty
1.	In case the services not completed within the benchmarked period mentioned in Delivery Schedule or any extended period (in writing) by PEB	Critical	A penalty would be imposed at the rate of 1% of Invoice value, for every deliverable every delayed week, subject to maximum of 40% of invoice value for the Quarterly Payments.

2.	Meetings will be called to discuss about desired / expected reports / deliverables and quality of the reports. In case of non-satisfactory performance or poor quality of report	Critical	An additional penalty of up to 5% of the invoice value can be imposed.
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Once the additional 40% penalty is being imposed as above during the period of contract, PEB may consider termination of the contract and forfeiture of Performance Bank Guarantee.

## 18 General Terms and Conditions

### 17.1 Applicable Law

The contract shall be interpreted in accordance with the laws of the Government of India and the Government of Madhya Pradesh.

### 17.2 Termination

#### 17.2.1 Termination for Default

1. PEB without prejudice to any other course of action, for breach of contract, by written notice of 30 days to the TPA, can terminate the agreement in whole or in part, if:
  - a. The TPA fails to perform any or all of the obligations within the time period(s) specified in the agreement or any extension thereof granted, by Competent Authority from PEB.
  - b. The quality of the delivery of various tasks is not up to the satisfaction of the PEB.
  - c. The TPA fails to perform any other obligation under the agreement.
2. In the event of the Competent Authority terminating the contract in whole or in part, pursuant to clause above, the PEB may procure at TPA's risk and cost upon such terms and in such a manner as it deems appropriate, services similar to those remaining undelivered. The TPA shall be liable to pay for any excess costs incurred by the Competent Authority for such procurement at his risk and cost. However, the IA shall continue with the performance of the contract to the extent not terminated.
3. The TPA shall stop the performance of the contract from the effective date of termination and hand over all the reports studies etc. to PEB for which payment has



been made. No consequential damages shall be payable to the TPA in the event of termination.

4. In case of termination of contract as mentioned in Clause above, Bank Guarantee furnished by the TPA by way of Performance Security shall stand forfeited.

### **17.2.2 Termination for Convenience**

PEB, by prior written notice sent to the TPA at least one month in advance, may terminate the contract, in whole or in part thereof, at any time for its convenience. The notice of termination shall specify that termination is for the PEB's convenience and also the extent to which performance of the IA under the contract is terminated, and the date on which such termination becomes effective. No consequential damages will be payable to the IA in the event of such termination. However Upon such termination, IA shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by IA as are permitted by the PEB.

### **17.2.3 Termination for Insolvency**

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

## **17.3 Corrupt or Fraudulent Practices**

1. PEB requires that the TPA must observe the highest standard of ethics during the performance and execution of this contract. For this purpose the following definitions of unethical behaviour will be assumed :
  - a. "Corrupt practice" means offering, giving, receiving or soliciting of anything in value or favour to influence the action of a public official in contract executions,
  - b. "Fraudulent practice" means misrepresentation of facts in order to influence execution of a contract to the detriment of the interests of the PEB.
2. In case of any Bidder being found to be indulging in unethical practices, PEB may terminate the contract and take legal action against TPA as well as recover amount of liquidated damage. PEB may also declare the TPA Blacklisted either indefinitely or for a stated period of time, for bidding in future works.

## 17.4 Data Protection

1. In the course of providing the services, the IA may be compiling, processing and storing proprietary data relating to the users. The IA is responsible for complying with its respective obligations under the applicable data protection laws and regulations governing the proprietary Data.
2. The IA is required to follow the best practices for the data security regarding data made available to them.
3. The IA shall not transfer any Data unless otherwise authorized by the Competent Authority of PEB in this regard.

## 17.5 Confidentiality

1. IA will come into possession of confidential public records. IA shall maintain the highest level of secrecy, confidentiality and privacy with regard thereto. IA would be required to sign a Non-Disclosure Agreement with PEB as per format prescribed in **Annexure 9**.
2. Additionally, the IA shall keep confidential all the details and information with regard to the Project, including systems, facilities, operations, management and maintenance of the systems, during the course of assignment.
3. PEB shall retain all rights to prevent, stop and if required take the necessary punitive action against the IA regarding any forbidden disclosure.
4. The IA shall ensure that all its employees execute individual nondisclosure agreements, which have been duly approved by PEB with respect to this Project.
5. The IA shall ensure that none of the staff / question paper setter / moderator which are involved in setting up of question for PEB are involved in any coaching/guidance for any examination/recruitment related to PEB.
6. The aforesaid provisions shall not apply to the information:
  - a. Already in the public domain;
  - b. That has been received from a third party who had the right to disclose the aforesaid information;
  - c. Disclosed to the public due to a court order.

## 17.6 Force Majeure

1. For purposes of this clause “Force Majeure” means an event beyond the control of the IA and not involving the IA’s fault or negligence and which was not foreseeable. Such events may include wars or revolutions, fires, floods, epidemics, quarantine restrictions

and freight embargoes. The decision of the PEB in consultation with the Dept. of Science and Technology, Government of M.P., regarding Force Majeure shall be final and binding on the IA.

2. Notwithstanding anything contained in the Bid Document, the IA shall not be liable for forfeiture of security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failures to perform its obligations under the agreement is the result of an event of Force Majeure.
3. If a Force Majeure situation arises, the IA shall promptly notify to the PEB in writing, of such conditions and the cause thereof. Unless otherwise directed by the PEB in writing, the IA shall continue to perform its obligations under the agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. PEB may terminate this agreement by giving a written notice of a minimum 30 days to the IA, if as a result of Force Majeure, the IA is unable to perform a material portion of the services for a period of more than 60 days.

### **17.7 Resolution of Disputes**

1. PEB and the IA shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute that may arise between them under or in connection with the Contract. If, after 30 days from the commencement of such informal negotiations, the PEB and the IA are unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism specified in the Clause below.
2. In all matters and disputes arising there under, the M.P. State Arbitration Tribunal shall be the sole arbitrator to decide the claim and its decision shall be final and binding on both the parties. However, during the period of doubt, disagreement or dispute, the IA shall ensure that the Project works in a normal way. Such doubts, disputes and disagreement shall not give any reason or freedom to the IA to interfere in or prevent normal functioning of the Project.

### **17.8 Local Conditions**

1. The TPA shall be deemed, to have exhaustively examined the Bid Document, to obtain all information and clarifications on all matters whatsoever, that might affect the

carrying out of the work and to have satisfied himself as to the adequacy of the Bid. The TPA is deemed to have known the scope, nature and magnitude of the work and as to all work he has to complete in accordance with the contracts, whatever be the defects, omissions or errors that may be found in the Bid document.

2. The TPA shall be deemed to have acquainted himself of Government of India's and Government of Madhya Pradesh taxes & duties, Laws, statutes, regulations, levies and other charges.
3. Any negligence or omission or failure on the part of the TPA in obtaining necessary and reliable information as stated above or on any other matter affecting the IA shall not relieve him from any risks or liabilities or the entire responsibility for completion of the work in accordance with the Bid Document

## 17.9 Notices

Any notice, request or consent required or permitted to be given or made in this contract shall be in writing. Any such notice/ request shall be deemed to have been given or made when delivered in person to the authorised representative of the party to whom the communication is addressed, or sent by registered mail or email to such party.

## 17.10 Limitation of Liabilities

The total cumulative liability of IA arising from or relating to this agreement shall not exceed the 5 times of Project Value (quoted by successful bidder in Commercial Bid) to be paid by PEB in this project, which gives rise to such liability; provided, however, that this limitation shall not apply to any liability for damages arising from wilful misconduct or indemnification against third party claims for infringement.

## 19 Payment

Payment shall be made against Invoices after necessary verification and due diligence by PEB. Successful bidder will also submit data and certifications for the relevant period along with the Invoice. All taxes deductible at source, if any, at the time of release of payments, shall be deducted at source as per current rate while making any payment. PEB would process the payment within 30 days of submission and verification of the submitted invoice to successful bidder.

Payment shall be made as given below.

<b>Fees Payable</b>	<b>Payment of taxes, levies, duties etc.</b>
<p>In 12 quarterly instalments for 3 years after the end of each quarter.</p> <p>Note: No Advance payment shall be made at any stage.</p>	<p>All taxes, levies, duties etc. prescribed by the State or, Central Government should be specified separately.</p> <p>Note: TDS will be deducted as per prevalent rates.</p>

20 Annexures

**ANNEXURE 1: REQUEST FOR CLARIFICATION FORM**

**Bid Reference:** Bid Proposal for Engagement of TPA for Online Examinations of PEB.

Name of the Company/Firm:

Name of Person(s) Representing the Company/Firm:

Name of Person	Designation	Email-ID(s)	Tel. Nos. & Fax Nos.

Company/Firm Contacts:

Contact Person(s)	Address for Correspondence	Email-ID(s)	Tel. Nos. & Fax Nos.

Query / Clarification Sought:

S.No.	RFP Page No.	RFP Clause No.	Clause Details	Query/ Suggestion/ Clarification

Date: \_\_\_\_\_

Place: \_\_\_\_\_

(Signature)

in the capacity of \_\_\_\_\_

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

*Note:* - Queries must be strictly submitted only in the prescribed format. Queries not submitted in the prescribed format will not be considered/ responded by the tendering authority.

## **ANNEXURE 2: BID COVERING LETTER**

### **(On the Letterhead of the Bidder)**

Date: [insert: date of bid]

To:

Director  
Professional Examination Board  
"ChayanBhawan", Main Road No.1,  
Chinar Park (East), Bhopal – 462011

**Subject: Submission of Bid Proposal for Engagement of TPA for Online Examinations of PEB.**

Dear Sir,

1. Having examined the RFP Documents, the receipt of which is hereby acknowledged, we, the undersigned, submit deliverables in full conformity with the said Bidding Documents.
2. We undertake, if our bid is accepted, to commence work as per the schedule and to achieve the Acceptance within the respective times stated in the RFP Documents.
3. We have read the terms and conditions of RFP and confirm that these are acceptable to us.
4. We further declare that bid is unconditional.
5. If our bid is accepted, we undertake to provide a Performance Security in the form and Amount, and within the times specified in the Bidding Documents.
6. We undertake that, in competing for (and, if the award is made to us, in executing) the above assignment, we will strictly observe the laws against fraud and corruption in force in India.
7. Until the formal final Contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding contract between us.

Dated this [insert: number] day of [insert: month], [insert: year]

Signed:

In the capacity of [insert: title of position]

Duly authorized to sign this bid for and on behalf of [insert: name of Bidder]

### ANNEXURE 3: BIDDER'S FORM

#### Bid Reference: Bid Proposal for Engagement of TPA for Online Examinations of PEB

##### 1) Addressed to: Director, MP Professional Examination Board

a.	Name of the Issuing Authority	Director, MP Professional Examination Board
b.	Address	Chayan Bhawan, Main Road No.1, Chinar Park (East), Bhopal – 462011

##### 2) RFP Reference

1.	Name of Bidder			
2.	Registered Office Address and Website			
3.	Year of Establishment			
4.	Type of Firm	Public Limited/Private Limited/ Proprietary/Partnership/Society/Other		
5.	Name of the authorized contact person of the Bidder			
6.	Telephone Number(s)			
7.	Email Address			
8.	Fax No.			
9.	Mobile no.			
11.	Year-wise financial turnover	2011-12	2012-13	2013-14



**3) Experience in same or similar projects completed**

S.No.	Name of the Department with address, Name of contact person and telephone numbers	Description of project	Responsibility or Role of the bidder in the project	Order Value (Rs)	Completion Date
1.					
2.					
3.					
4.					
5.					

(Please attach completion certificates from the concern department/company)

**4) Details of ongoing similar projects with status**

S.No.	Name of Department with address, Name of contact person and telephone numbers	Description of project	Responsibility or Role of the bidder in the project	Order Value (Rs)	Project Status
1.					
2.					
3.					
4.					

**5) Detail of black listing by any Central/State Government Department/Agency in India with reference to PQ Clause 9.**

Sr. No.	Particular	Bidder
1	Has the Bidder/Consortium Partner been ever black listed by any Centre/State government department/agency in India during last 5 years?	Yes/No
2	If yes, please attached detail of same and mention Page	

	No. in PQ Bid.	
3	If no, please provide Page No. where undertaking of Non-black listing is attached	

**6) Particulars of Authorization of the person signing these documents on behalf of the bidder.**

Sr. No.	Particular	Detail
1	Detail of authorized person to sign this bid document for this project.	Name
		Company
		Designation
		Address
		Phone No.
		Mobile No.
	Email Address	
2	Authorization given by	
3	Extent of liability covered under this Authority	
4	Page No. of PQ Bid where Original Authorization Certificate is attached.	

**8) The rates quoted are valid up to 180 days from the last date of bid submission. The validity / contract can be extended with mutual agreement.**

**9) Following documents are attached towards the proof of earnest money deposited.**

S.No.	Earnest Money Deposit through	Demand Draft/ BG Number	Dated	Drawn on Bank

10) We agree to abide by all the conditions mentioned in this Tender Notice issued by the Tendering Authority and also the further conditions of the said Tender Notice given in the attached sheets (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein).

11) We understand that re-produced/re-word-processed formats or Bidder's own formats for the price quotations will disqualify the Bidder.

12) We accept payment modality as mentioned in the bid document.

13) Technical Bid is duly filled and signed is enclosed in a separate envelope with this Tender form along with Terms & Conditions in token of acceptance.

14) Financial Bid of this Tender Document is enclosed in a separate envelope duly

RFP for Engagement of TPA for Online Examinations of Professional Examination Board, MP

signed and sealed.

15) An organization chart indicating the project Team organization as envisaged by the bidder for execution of this assignment to be given in the technical bid.

16) Detailed time schedule for various activities is given in the technical bid.

We believe and agree in good faith that the decision of Bid Evaluation Committee and Tendering Authority will be final and will be binding on us.

Dated:

Name of the Bidder:

Place:

Sign & Seal:

Note: Please add separate pages as Annexure, if required

## **ANNEXURE 4: TECHNICAL BID COVERING LETTER**

**Bid Reference: Bid Proposal for Engagement of Agency for ISO 27001 Certification for PEB**

To,

Director  
Professional Examination Board  
"ChayanBhawan" Main Road No.1,  
Chinar Park (East), Bhopal – 462011

**Subject: Submission of Technical Bid for Engagement of TPA for Online Examinations of PEB.**

Dear Sir,

Having examined the Bid document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the Professional services as required and outlined in the Bid for "**Engagement of TPA for Online Examinations of PEB**". To meet such requirements and provide such services as required are set out in the Bid document, we attach hereto the Bid technical response as required by the Bid document, which constitutes our proposal.

We undertake, if our proposal is accepted, we will obtain a performance security acceptable to PEB, for a sum of **10% of Contract Value**, for the due performance of the contract.

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

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

We agree that PEB is not bound to accept the lowest or any Bid response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/service specified in the Bid response without assigning any reason whatsoever. It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company/firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

The Technical Specifications are appended herewith. Dated this Day of <>

(Signature)

(In the capacity of).....

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

Seal/Stamp of bidder

Witness Signature:

Witness Name:

Witness Address:

CERTIFICATE AS TO AUTHORISED SIGNATORIES

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

Date:

Place:

Name and Designation with Seal

**ANNEXURE 5: BID SECURITY FORM**

Bid Reference: Bid Proposal for Engagement of TPA for Online Examinations of PEB

**PARTICULARS OF BID SECURITY**

1. Name of the Bank	
2. Name, Address, Tel. Nos. & Fax Nos. of Bank Branch Issuing the draft	
3. Code No. of Bank Branch	
4. Amount of Draft/Bank Guarantee	
6. Bank Draft No. and Date	
7. Valid up to (give date)	

Note: Demand Draft/Bank Guarantee of Bid Security as per Bid Document should be attached.

Date:

Place:

Name and Designation with Seal

**ANNEXURE 6: FORMAT FOR COMMERCIAL BID**

(To be submitted on bidder's letterhead)

Bid Reference: Bid Proposal for Engagement of TPA for Online Examinations of PEB

Date: .....

To,

Director  
Professional Examination Board  
"ChayanBhawan" Main Road No.1,  
Chinar Park (East), Bhopal – 462011

**Subject: Submission of Financial Bid for Engagement of TPA for Online Examinations of PEB**

Having examined the Bid Document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to Provide ISO 27001 Certification services to Professional Examination Board, Bhopal as per table below. To meet such requirements and to provide services as set out in the Bid document following is our quotation summarizing our commercial proposal. We understand that the rate card quoted can be compared in individual capacity by Professional Examination Board.

Particulars	Cost	Taxes	Total (Rs)
<b>Total Aggregated Cost in Figures</b>			
<b>Total Aggregated Cost in Words</b>			

We undertake that the aforesaid prices are inclusive of all taxes and duties as applicable.

We undertake, if our proposal is accepted, we will obtain a performance security issued by a nationalized bank in India / acceptable to PEB for a sum 10% of contract value, for the due performance of the contract.

We agree for unconditional acceptance of all the terms and conditions in the Bid document and also agree to abide by this Bid response for a period of 180 days from the

date fixed for Bid opening and it shall remain binding upon us, until within this period a formal contract is prepared and executed, this Bid response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us.

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

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

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

(Signature)

(In the capacity of).....

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

Seal/Stamp of bidder

CERTIFICATE AS TO AUTHORISED SIGNATORIES

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

Date:

Place:

Name and Designation with Seal



**ANNEXURE 7: FORMAT FOR BIDDER'S AUTHORIZATION LETTER**

Bid Reference: Bid Proposal for Engagement of TPA for Online Examinations of PEB

To,

Director  
Professional Examination Board  
"ChayanBhawan", Main Road No.1,  
Chinar Park (East), Bhopal – 462011

Subject: Authorization Certificate

<Bidder's Representative Name> ,<Designation> is hereby authorized to sign relevant documents on behalf of the company/firm in dealing with RFP for Engagement of TPA for Online Examinations of PEB as issued by you. He/She is also authorized to attend meetings, submit bid as may be required by you in the course of processing the above said Bid.

Thanking you, Authorized Signatory

<Bidder's Name> Seal

**ANNEXURE 8: SELF DECLARATION ON NON-BLACKLISTING**

Bid Reference: Bid Proposal for Engagement of TPA for Online Examinations of PEB

Date: \_\_\_\_\_

To,  
Director  
Professional Examination Board  
“ChayanBhawan” Main Road No.1,  
Chinar Park (East), Bhopal – 462011

**Subject:** Self Declaration with reference to our Bid Engagement of TPA for Online Examinations of PEB

In response to the Tender Engagement of TPA for Online Examinations of PEB, as an owner/partner/Director of ..... I/We hereby declare that our Company/firm is having unblemished past record and has not been declared blacklisted or ineligible for non-performance, corrupt or fraudulent practices either indefinitely or for a particular period of time in last 5 years by any State or Central Government Agency/department in India.

Name of the Bidder: -

Signature: -

Seal of the Organization: -

## ANNEXURE 9: NON-DISCLOSURE AGREEMENT

**THIS AGREEMENT** is made on the .....**BETWEEN:**

- (1) .....<<name of the department/Corporation/ Agency>>a .....<<type of organization>> having its registered office at ..... (hereinafter referred to as "**Disclosing Party**" which expressions shall unless repugnant to the context include its successors and assigns), and
- (2) .....<<name of the Service Provider Agency>>a .....<<type of organization>>having its registered office at ....., hereinafter referred to as "**Receiving Party**", which expressions shall unless repugnant to the context include its successors and assigns);

The Disclosing Party and the Receiving Party shall hereinafter jointly be referred to as the "**Parties**".

WHEREAS

The Disclosing Party is in possession of certain information defined hereunder as Confidential Information by virtue of an agreement signed between the parties on dated ..... for .....<<name of the project>>.

**NOW IT IS HEREBY AGREED** as follows:-

I. **Confidential Information**

For purposes of this Agreement, means all information to which the Receiving Party has access including but not restricted to ..... <<name of the project>>Project Data which relates to the technical, commercial and financial information, software in various stages of development, techniques, models, data, procedures, functions, customer names and other information related to customers, suppliers, products, developments, operations, processes, data, trade secrets, know-how and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party and all other information which may be disclosed by one Party or to which the other Party may be provided access by the disclosing Party or others in accordance with this Agreement, or which is generated as a result of, incidental to or in connection with the Business Purposes, which is not generally available to the public.

II. **Not Within Definition**

Notwithstanding any other provision of this Agreement, the Parties hereto acknowledge that Confidential Information shall not include any information that:-

- i. is, now or subsequently becomes public knowledge other than by breach of the provisions of this Agreement; or
- ii. is in the possession of the Party with the full right to disclose prior to its receipt from the Disclosing Party, as evidenced by written records; or
- iii. is independently received by the Receiving Party from a third party, with no restrictions on disclosure from such third party.
- iv. is independently developed by Receiving Party without reference to or based on Confidential Information of the Disclosing Party.

### **III. Obligation of Confidentiality**

The Receiving Party promises and agrees to receive and hold the Confidential Information in confidence. Without limiting the generality of the foregoing, the Receiving Party further promises and agrees:

- i. To protect and safeguard the Confidential Information against unauthorized use, publication or disclosure.
- ii. Not to, directly or indirectly, in any way, reveal, report, publish, disclose, transfer or otherwise use any of the Confidential Information except as specifically authorized by the Disclosing Party in accordance with this Non-Disclosure Agreement.
- iii. Not to use any Confidential Information to unfairly compete or obtain unfair advantage vis-a-vis Disclosing Party in any commercial activity.
- iv. To restrict access to the Confidential Information to those of its officers, directors, and employees who clearly need such access to carry out official duties towards Disclosing Party.
- v. To instruct each of the persons to whom it provides access to any of the Confidential Information, that such persons are strictly prohibited from making any use, publishing or otherwise disclosing to others, or permitting others to use for their benefit or to the detriment of the Disclosing Party, any of the Confidential Information, and, upon Request of the Disclosing Party, to provide the Disclosing Party with a copy of a written agreement to that effect signed by such persons.
- vi. To comply with any other reasonable security measures requested in writing by the Disclosing Party.
- vii. To not to enter into any communication involving disclosure of Confidential Information in any form with either the beneficiaries or the users of Software Application, without written consent of the Disclosing Party.

- viii. To not to disclose any names and their particulars to third parties without the written consent by the Disclosing party.
- ix. To pay liquidated and other damages recoverable under the clause 7 of this Agreement.

**IV. Property of the Parties**

All Confidential Information disclosed pursuant to this Agreement shall be and remain the property of the Disclosing Party. Nothing in this Agreement shall be construed as granting or conferring any rights whatsoever, whether expressly, impliedly or otherwise, in respect of the Confidential Information to the Receiving Party, and the Confidential Information will be used only for the purposes of this Agreement.

**V. Reporting Unauthorized Disclosure or Misuse of Confidential Information**

The Receiving Party shall immediately inform the Disclosing Party of any unauthorized use or disclosure, misappropriation or misuse by any person of any Confidential Information, upon the Receiving Party having notice or knowledge of the same.

**VI. Losses**

The Receiving Party agrees to indemnify the other Party against any and all losses, damages, claims, or expenses incurred or suffered by the other Party as a result of the Receiving Party's breach of this Agreement.

**VII. Remedies**

The Receiving Party understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of this Agreement may cause the Disclosing Party irreparable harm, the amount of which may be difficult to ascertain and, therefore, agrees that the Disclosing Party shall have the right to resort to civil & criminal remedies available under the law including the IT Act 2000 for taking action against the Receiving Party and/ or for an order restraining any such further disclosure or misappropriation and for such other relief as the Disclosing Party shall deem appropriate. Such right of the Disclosing Party shall be in addition to Remedies otherwise available to the Disclosing Party at law or in equity.

In the event of default or breach of the terms of this agreement the Receiving Party and all its officers found guilty of breach, shall be jointly & severally liable for action.

**VIII. Notices**

Any communication in connection with this Agreement must be in writing

and be delivered personally, or by registered mail receipt acknowledged, facsimile or e-mail (if receipt of the complete facsimile or electronic mail is confirmed in writing by the recipient) to the address set out at the beginning of this Agreement.

**IX. Term & Termination**

This Agreement shall commence on the date as written above. The Receiving Party's obligations with respect to the Confidential Information hereunder shall be co-terminus with the Agreement signed by the parties as referred above. However if after termination or expiration of the Agreement the Receiving Party remains in possession of any Confidential Information then the obligations under this Agreement and consequences of breach shall continue to remain in force till such information is in possession of the Receiving Party.

IN WITNESS WHEREOF the parties hereto have caused their duly authorized representatives to set their hands the day and year first above written.

**Signature on behalf of the .....<<name of the department/Corporation/ Agency>> (Disclosing Party)**

( \_\_\_\_\_ )

**Name:**

**Designation:**

**Signature on behalf of the .....<<name of Service Provider Agency>> (Receiving Party)**

( \_\_\_\_\_ )

**Name:**

**Designation:**

DATE:

WITNESSED BY:

Name

Address

Signature

1.

2.