Request for Proposal
(Short Term Tender)
For

SELECTION OF TELECOM SERVICE PROVIDER FOR PROVIDING ON-NET AND OFF-NET CALL SERVICES THROUGH SS7/ SIP (PRI) FOR CHIEF MINISTER HELPLINE IN THE STATE OF UTTAR PRADESH

Tender Ref. No: UPDESCO/CMH/2017/03

Uttar Pradesh Development Systems Corporation Ltd.

Uptron building, Gomti Nagar, Lucknow
Tel: 0522-2307803
E-mail: mdupdesco.up@gmail.com
Tender Website: http://etender.up.nic.in
# TABLE OF CONTENTS

Section A: TENDER NOTICE ................................................................................................................. 5

Section B: Terms and Definitions ......................................................................................................... 6

Section I: Invitation for Bids ................................................................................................................. 8
  1.1. Issuer ........................................................................................................................................... 8
  1.2. Issuer Address of the RFP ......................................................................................................... 8
  1.3. Amendment of RFP Document ................................................................................................. 8
  1.4. Bidder Queries / Clarifications on RFP ................................................................................... 9

Section II: Eligibility Criteria .............................................................................................................. 10

Section III: Introduction and Project Details ....................................................................................... 12
  3.1. Introduction .............................................................................................................................. 12
      3.1.1 About UPDESCO ................................................................................................................ 12
      3.1.2 Project background ............................................................................................................. 12
      3.1.3 Vision .................................................................................................................................. 13
      3.1.4 Mission ............................................................................................................................... 13
      3.1.5 Envisaged Benefits of Uttar Pradesh Chief Minister Helpline .......................................... 14
      3.1.6 Objective of the RFP ......................................................................................................... 14

Section IV. Scope of Work ................................................................................................................... 15
  4.1 Scope of Work ............................................................................................................................. 15
  4.2 Operating Hours .......................................................................................................................... 16
  4.3 Change in number of SS7/ SIP (PRI) lines ............................................................................... 16
  4.4 Project Timelines ....................................................................................................................... 16

Section V: Instruction to Bidders ......................................................................................................... 17
  5. Instruction to Bidders .................................................................................................................... 17
      5.1. General Instructions ............................................................................................................... 17
      5.2. Procedure for Submission of Bids ....................................................................................... 18
      5.3. Authentication of Bid .......................................................................................................... 20
      5.4. Validation of interlineations in Bid ..................................................................................... 20
      5.5. Cost of Bidding .................................................................................................................... 20
5.6. Bid Currencies ............................................................................................................. 20
5.7. General Guidelines and Documents Comprising the Bids .................................................. 20
5.8. Bid Validity Period ........................................................................................................ 21
5.9. Modification and Withdrawal of Bids ........................................................................... 22
5.10. The rights of the UPDESCO/ GoUP .......................................................................... 22
5.11. Conditions on the content of the proposal .................................................................. 23
5.12. Non-Conforming Proposals ....................................................................................... 24
5.13. Late bids ..................................................................................................................... 24
5.14. Conflict of Interest ..................................................................................................... 24
5.15. Disqualification of Bids/Proposals .............................................................................. 24
5.16. Black listing ................................................................................................................. 26
5.17. Authenticity of the Information and Right of Verification ........................................... 26
5.18. Correspondence .......................................................................................................... 26
5.19. Consortium .................................................................................................................. 26
5.20. Arithmetic Discrepancy ............................................................................................... 26

Section VI: Proposal Evaluation ......................................................................................... 27

6. Proposal Evaluation ......................................................................................................... 27
6.1. Bid Opening Session .................................................................................................... 27
6.2. Proposal Evaluation Process ....................................................................................... 27
6.3. Assessment of Qualification/Eligibility ....................................................................... 28
6.4. Financial Bid Opening .................................................................................................. 28
6.5. Final Score Evaluation .................................................................................................. 28
6.6. Negotiation .................................................................................................................... 28
6.7. Correction of errors ....................................................................................................... 29
6.8. Notification of Award and signing the agreement ......................................................... 29
6.9. Performance Bank Guarantee ...................................................................................... 29

Section VII: General Conditions of Agreement ............................................................. 31

7. General Conditions of Agreement ............................................................................... 31
7.1. Form of Agreement ...................................................................................................... 31
7.2. Statutory Requirements ............................................................................................... 34
7.3. Force Majeure ............................................................................................................... 34
7.4 Patents, Successful bidder’s Liability & Compliance of Regulations .................................................. 35
7.5 Settlement of Disputes-Disputes Resolution Mechanism ................................................................. 35
   7.5.1 Amicable Settlement .................................................................................................................. 35
   7.5.2 Arbitration ................................................................................................................................ 35
   7.5.3 Adjudication by Regulator Authority or Commission ............................................................... 36
   7.5.4 Arbitration Decision ................................................................................................................. 36
   7.5.5 Arbitration Expenses ................................................................................................................. 36
7.6 Limitation of Liability ....................................................................................................................... 36
7.7 Termination ...................................................................................................................................... 36
7.8 Consequences of Termination ......................................................................................................... 38
7.9 Exit management ............................................................................................................................. 38
7.10 Payment Terms ............................................................................................................................... 38
7.11 Changes in the Applicable Laws related to Taxes & Duties .......................................................... 39
7.12 Service level Agreement ................................................................................................................. 39
7.13 Confidentiality ............................................................................................................................... 39
7.14 Project Duration ............................................................................................................................. 40
### Section A: TENDER NOTICE

**TENDER NOTICE**

Invitation to Bid for Selection of Telecom Service Provider for Providing On-Net and Off-Net Call Services through SS7/ SIP (PRI) for Chief Minister Helpline in the State of Uttar Pradesh

1. **Tender inviting Authority Designation and Address**
   - Managing Director, Uttar Pradesh Development Systems Corporation Limited, 2nd Floor, UTRON Building, Near Gomti Barrage, Gomti Nagar, Lucknow, UP, 226010.

2. a) **Name of the Work**
   - Selection of Telecom Service Provider for Providing On-Net and Off-Net Call Services through SS7/ SIP (PRI) for Chief Minister Helpline in the State of Uttar Pradesh

   b) **Tender reference**
   - UPDESCO/CMH/2017/03

3. **Tender documents availability**
   - The e-bid document shall be available on e-tender portal [http://etender.up.nic.in](http://etender.up.nic.in) on 06/01/2018 at 1600 hours. Interested bidders may download the e-bid document, corrigendum and clarifications from the e-tender portal.

4. **Tender Fee**
   - INR 5,000/- in the form of Demand Draft of only Nationalised/ Scheduled Banks, drawn in favour of “Uttar Pradesh Development Systems Corporation Limited” payable at Lucknow.

5. **Earnest Money Deposit (EMD)**
   - INR 8,00,000/- (Rupees Eight lacs only) of only Nationalised/ Scheduled Banks, drawn in the form of Bank Guarantee in favour of “Managing Director, Uttar Pradesh Development Systems Corporation Limited” payable at Lucknow or in the form of Demand Draft of only Nationalised/ Scheduled Banks, drawn in favour of “Uttar Pradesh Development Systems Corporation Limited” payable at Lucknow. The payment of INR 8,00,000/- (Rupees Eight lacs only) can also be made by RTGS transfer as per following details:
     - A/C Holder: UP Development System Corpn Ltd
     - Bank : Indian Overseas Bank
     - Branch: Lucknow Main Branch
     - S/B A/c No: 02070100041138
     - IFSC: IOBA0000207

6. **Last Date for receiving queries/clarifications**
   - 08/01/2018 at 1800 hours

7. **Due Date, Time and Place of submission of Tender**
   - 11/01/2018 at 1600 hours
   - The e-Bids shall be submitted online only on e-Tender portal [http://etender.up.nic.in](http://etender.up.nic.in).

8. **Due Date, Time and Place of Tender opening**
   - 11/01/2018 at 1700 hours
   - Venue: e-Suvidha Conference Hall, Utrion Building, Gomti Nagar, Lucknow

9. **Financial Bid opening**
   - To be communicated to the qualified Bidders at the later stage

1. **Eligibility Criteria:** Please refer to the Request for Proposal.
2. **Two Bid System i.e.** Stage-1 Qualification Bid; Stage-2 Financial Bid.
3. **Tenders received after due date and time will be summarily rejected.**
4. **Contact Phone nos.** 0522-2307803
5. **Email:** mdupdesco.up@gmail.com
6. **URL:** [http://etender.up.nic.in](http://etender.up.nic.in)

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**Managing Director, Uttar Pradesh Development Systems Corporation Limited**

**Tender Ref. UPDESCO/CMH/2017/03**

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Uttar Pradesh Development Systems Corporation Limited
## Section B: Terms and Definitions

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Terms</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Department</td>
<td>IT &amp; Electronics Department, Government of Uttar Pradesh</td>
</tr>
<tr>
<td>2.</td>
<td>CM Helpline</td>
<td>Chief Minister Helpline shall be established to provide robust helpline system which will solve citizens’ grievances at their doorstep in a time-bound manner</td>
</tr>
<tr>
<td>3.</td>
<td>Call Centre Agency</td>
<td>Consortium of Network Techlab (I) Pvt. Limited and Surevin BPO Services Ltd.</td>
</tr>
<tr>
<td>4.</td>
<td>eBid</td>
<td>Qualification proposal and the financial proposal submitted by the Bidder</td>
</tr>
<tr>
<td>5.</td>
<td>The Contract</td>
<td>The agreement entered into between UPDESCO and the selected Call Centre Agency and TSP, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein</td>
</tr>
<tr>
<td>6.</td>
<td>Bidder</td>
<td>The entity submitting bid as a response to this RFP. The Bidder shall mean an Individual Company registered under the Companies Act 1956 or Partnership Act 1932 or LLP act 2008</td>
</tr>
</tbody>
</table>

### Acronyms

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Terms</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>7.</td>
<td>ACD</td>
<td>Automatic call distributor</td>
</tr>
<tr>
<td>8.</td>
<td>ACR</td>
<td>Abandoned Call rate</td>
</tr>
<tr>
<td>9.</td>
<td>AHT</td>
<td>Average Handle Time</td>
</tr>
<tr>
<td>10.</td>
<td>App</td>
<td>Mobile Application for Chief Minister Helpline for citizens</td>
</tr>
<tr>
<td>11.</td>
<td>ASA</td>
<td>Average Speed of Answer</td>
</tr>
<tr>
<td>12.</td>
<td>G2C</td>
<td>Government to Citizen</td>
</tr>
<tr>
<td>13.</td>
<td>GoI</td>
<td>Government of India</td>
</tr>
<tr>
<td>14.</td>
<td>GoUP</td>
<td>Government of Uttar Pradesh</td>
</tr>
<tr>
<td>15.</td>
<td>IGRS</td>
<td>Integrated Grievance Redressal System</td>
</tr>
<tr>
<td>16.</td>
<td>L1</td>
<td>Qualified bidder with lowest commercial bid</td>
</tr>
<tr>
<td>17.</td>
<td>MIS</td>
<td>Management Information System</td>
</tr>
<tr>
<td>18.</td>
<td>NIC</td>
<td>National Informatics Center</td>
</tr>
<tr>
<td>19.</td>
<td>PBG</td>
<td>Performance Bank Guarantee</td>
</tr>
<tr>
<td>20.</td>
<td>PRI</td>
<td>Primary Rate Interface</td>
</tr>
<tr>
<td>S.No.</td>
<td>Terms</td>
<td>Definition</td>
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<tr>
<td>-------</td>
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<tr>
<td>21.</td>
<td>RFP</td>
<td>Request for Proposal / Tender document</td>
</tr>
<tr>
<td>22.</td>
<td>RFP</td>
<td>Request for Proposal</td>
</tr>
<tr>
<td>23.</td>
<td>SS7</td>
<td>Signaling System 7. SS7 and PRI are largely similar. SS7 is more powerful and core to the network.</td>
</tr>
<tr>
<td>24.</td>
<td>SIP</td>
<td>Session Initiation Protocol. SIP and PRI are largely similar. SIP is more powerful and core to the network.</td>
</tr>
<tr>
<td>25.</td>
<td>SLA</td>
<td>Service Level Agreement</td>
</tr>
<tr>
<td>26.</td>
<td>SOP</td>
<td>Standard Operating Procedure</td>
</tr>
<tr>
<td>27.</td>
<td>TAT</td>
<td>Turn Around Time</td>
</tr>
<tr>
<td>28.</td>
<td>TC</td>
<td>Tender Committee</td>
</tr>
<tr>
<td>29.</td>
<td>TSP</td>
<td>Telecom Service Provider</td>
</tr>
<tr>
<td>30.</td>
<td>UPDESCO</td>
<td>Uttar Pradesh Development Systems Corporation, UP</td>
</tr>
</tbody>
</table>
Section I: Invitation for Bids

Uttar Pradesh Development Systems Corporation Limited on behalf of Government of Uttar Pradesh invites bids (vide eBid Reference no: UPDESCO/CMH/2017/03) for “Selection of Telecom Service Provider for Providing On-Net and Off-Net Call Services through SS7/ SIP (PRI) for Chief Minister Helpline in the State of Uttar Pradesh”.

The Bidder(s) are advised to study the RFP carefully. Submission of Bids shall be deemed to have been done after careful study and examination of the RFP with full understanding of its implications. This section provides general information about issuer, important dates, addresses and the overall qualification criteria for the Bidders.

1.1. Issuer
Uttar Pradesh Development Systems Corporation Limited has decided to select a Telecom Service Provider for Providing On-Net and Off-Net Call Services for Chief Minister Helpline in the State of Uttar Pradesh. The scope of work and requirement for this project are specified in this RFP.

1.2. Issuer Address of the RFP
Managing Director,
Uttar Pradesh Development Systems Corporation Limited, 2nd Floor,
UPTRON Building, Near Gomti Barrage,
Gomti Nagar, Lucknow, UP, 226010
Phone: 0522-2307803
E-mail: mdupdesco.up@gmail.com

Any proposal received by UPDESCO after the deadline for submission of proposals mentioned in the Key Events & Dates mentioned in the RFP will be rejected by the e-tender portal. UPDESCO shall not be responsible for any postal delay or non-receipt/non-delivery of the documents. No further correspondence on the subject will be entertained.

1.3. Amendment of RFP Document
At any time prior to the deadline for submission of eBids, the UPDESCO/ GoUP may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the e-tender document by amendments. Such amendments shall be posted/ uploaded on the eTender portal http://etender.up.nic.in through corrigendum and shall form an integral part of the eBid documents. The relevant clauses of the eTender documents shall be treated as amended accordingly, in terms of corrigendum(s).

It shall be the sole responsibility of the prospective Bidders to check the eTender portal http://etender.up.nic.in regularly for any amendment in the eBid document. In case of failure to get the amendments (if any), the UPDESCO/ GoUP shall not be responsible for any negligence on part of the Bidder.
In order to allow prospective Bidders a reasonable time to consider the amendment in preparing their eBids, UPDESCO/ GoUP at its discretion, may extend the deadline for the submission of eBids. Such extensions shall be posted/up-loaded on the eTender portal http://etender.up.nic.in

1.4. Bidder Queries / Clarifications on RFP
The prospective Bidders shall submit their queries/ suggestions in writing not later than date and time on the email ID mentioned in the RFP. The subject line of the communication for pre-bid queries shall be “Pre-bid query – Selection of Telecom Service Provider for Providing On-Net and Off-Net Call Services through SS7/ SIP (PRI) for Chief Minister Helpline in the State of Uttar Pradesh”. The queries must be sent in an excel sheet/word as per the format specified below:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Page No.</th>
<th>Section</th>
<th>Sub-section</th>
<th>Details</th>
<th>Clarification required</th>
</tr>
</thead>
</table>

The queries not adhering the above mentioned format will not entertained.
Section II: Eligibility Criteria

1. The RFP intends to consider only those organizations that have the requisite capability and competency, expertise in telecom sector to address the requirements of this project -and to provide the proposed services.

2. The bids of only those bidders who meet the eligibility criteria will be evaluated further.

3. The financial bids will not be considered for opening for those bidders who fail to meet eligibility criteria.

4. The following criteria are prescribed as eligibility criteria for bidders interested in undertaking the proposed project. Over and above the eligibility conditions, the bidder must also possess the technical know-how and the financial wherewithal that would be required to successfully provide the services for the entire period of the contract.

5. The invitation to bid is open to all bidders who qualify the eligibility criteria given below.

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Criteria</th>
<th>Supporting Document</th>
</tr>
</thead>
</table>
| 1.    | The bidder should be a corporate telecom service provider in India registered under the Companies Act 1956 or Partnership Act 1932 or LLP act 2008 having capacity to provide applications/services as given in this tender document. Bidder should have valid license to operate as telecom service provider and license should be valid till 31 Dec 2022. | a) Certificate of Incorporation  
b) Memorandum of Association  
c) Articles of Association  
d) Copy of valid license, validity of license |
| 2.    | The Bidder should have minimum average Annual Turnover of INR 100 Crores in financial years (FY 14-15, FY 15-16 and FY 16-17) | a) Audited Profit and Loss Statement and Balance sheets.  
OR  
b) Chartered Account or Statutory Auditor Certificate |
<p>| 3.    | The bidder must have provided at-least 3 PRIs each in 3 call centre projects | Work Order/ Client Certificate/ Agreement/ Letter of Intent |
| 4.    | The bidder should have minimum 1.5 Crore Customer Base in Uttar Pradesh. | Certificate from Authorised Signatory |</p>
<table>
<thead>
<tr>
<th>S.No.</th>
<th>Criteria</th>
<th>Supporting Document</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.</td>
<td>The bidder should not be black listed by any State Government, Central Government or any other Public Sector undertaking as on the date of Bid Submission.</td>
<td>An undertaking to this effect should be submitted by the Authorized signatory of the bidder on its letter head.</td>
</tr>
<tr>
<td>6.</td>
<td>There should not be any incidence in past of initiation of bankruptcy or winding proceedings or any legal action for violation of any government rules/regulations against the bidder.</td>
<td>An undertaking to this effect should be submitted by the Authorized signatory of the bidder on its letter head.</td>
</tr>
<tr>
<td>7.</td>
<td>The Authorized Signatory signing the Bid on behalf of the Bidder should be duly authorized by Competent Authority to sign the Bid and the Contract/Agreement on its behalf</td>
<td>Power of Attorney/ Board Resolution</td>
</tr>
<tr>
<td>8.</td>
<td>The Bidder should have valid GSTIN</td>
<td>Copy of GSTIN</td>
</tr>
</tbody>
</table>

Any Bid failing to meet any of the above stated qualification criteria shall be summarily rejected and will not be considered for Financial Evaluation.

**Change in Qualification Criteria**

If there is a change in the status of the Bidder with reference to any of the qualification criteria specified above, during the bid process till the award of the project, the Bidder should immediately bring the same to the notice of UPDESCO/ GoUP.
Section III: Introduction and Project Details

3.1. Introduction

3.1.1 About UPDESCO

UPDESCO is a premier Public Sector Undertaking of Government of Uttar Pradesh (GoUP). It was set-up in March, 1977 under the administrative control of Planning Department. In 1999, it was brought under the Department of Information Technology & Electronics (IT&E), GoUP.

UPDESCO provides system’s back-up to Government and Non-Government Organizations (NGOs). It identifies and estimates the magnitude of problems and suggests the best possible method of improvement.

Information Technology (IT) and IT enabled Services (ITeS) are the core strength of this Public Sector Undertaking (PSU). UPDESCO is a State Nodal Agency for providing services related to IT and ITeS. Its domain ranges from procurement and supply of Computer Hardware, Software, Training, Consultancy and Human Resources to erection and commissioning of Solar Systems, Smart City, etc.

UPDESCO is a State Registrar for Aadhaar (UIDAI), Government of India (GoI) for 36 districts of UP. It also provides evaluation, appraisal, monitoring and project formulation services for Rural Development and its related activities.

Over the years, UPDESCO has completed numerous assignments, valued at several million rupees. It was instrumental in setting up almost all the MeitY funded core infrastructure projects such as UP State Data Center (SDC), Common Service Center (CSC), State Service Delivery Gateway (SSDG), etc. It still operates and maintains State Data Center.

Uttar Pradesh Development Systems Corporation Limited, Lucknow, Uttar Pradesh is the nodal agency for GoUP for Uttar Pradesh Chief Minister Helpline Project.

3.1.2 Project background

1. Chief Minister Helpline is one of the major initiatives taken by Government of Uttar Pradesh for grievance redressal of its citizens. IT shall provide an additional channel for citizens to register their complaints on IGRS (Jansunwai) by dialling a toll free number 1076.

2. Under the project, a 500 seater (extendable to 1000 seats) call center operating primarily during 7AM to 11 PM, seven days a week, is being set up at Cyber Tower, Gomti Nagar (near Indira Gandhi Pratishthan).

3. RFP reference No. UPDESCO/ CMH/2017/01 was floated for Selection of Call Centre Agency for establishment & operation of Chief Minister Helpline in the State of Uttar Pradesh and subsequently consortium of Network Techlab (I) Private Limited and Surevin BPO Services Limited has been selected as the Call Center Agency.

4. The helpline shall be single point of contact for residents of Uttar Pradesh for:
   a) Grievance redressal
b) Information
c) Demand
d) Suggestions

5. The demand and suggestion calls shall be registered and routed to respective departments for planning and decision making. Information of various governmental schemes shall be imparted through the call center.

6. Following matters shall not be catered by the Chief Minister Helpline:
   a) Court related / Sub-judice matters
   b) Grievance against other State/Central/Foreign Government
   c) Grievances of government employees concerning their service matters
   d) Right to Information (RTI) Matters

7. The routing of complaints within IGRS, an application developed by NIC, is being modified to make it more efficient and effective.

8. Once the complaint is registered, it would be directly assigned to the lowest level official (Level 1) responsible for complaint redressal with a stipulated time frame for redressal. The concerned official shall receive an SMS notification and shall be able to view and update the complaint on IGRS. The mapping of department wise Level 1 to Level 4 official mapping in IGRS is under way.

9. In case the grievance is wrongly assigned, the grievance will be assigned back to Chief Minister Helpline centre. Departmental Nodal Officials/ Subject Matter Experts shall review the grievance and re-assign it to the Correct Department and Level 1 officer.

10. After the official resolves the issue, he would update the log marking the complaint as “Partial Close”.

11. The outbound function of the call center of the Helpline shall make feedback call of all the “Partial Close” complaint. The complaints with positive feedback shall be “Satisfactorily Closed”.

12. In case of negative feedback, complaint shall again assigned to L1 officer ONCE with Half the time allotted earlier. If negative feedback is received for the second time or the complaint is not “partially closed” within the stipulated timeframe, the complaint shall be escalated to his senior in departmental hierarchy (Level 2).

13. Senior Govt. officials shall have dashboard for monitoring performance of districts/ departments/ officials under their office.

14. If the complaint is found to be out of the purview of CM Helpline, Level 3 and Level 4 officials shall have the authority to “Special Close”. If the complaint is found to be a demand, the complaint may be “special closed” and a demand request may be raised with proper referencing.

15. The Chief Minister Helpline shall be equipped with extensive reporting capabilities to generate various performance reports to provide a holistic view of grievances redressal mechanism. This will enable Government of Uttar Pradesh to achieve better quality of services to resident citizens.

3.1.3 Vision

Chief Minister Helpline is an effort to hear citizen’s grievances at their doorstep & effectively redress them in a time bound manner.

3.1.4 Mission

Chief Minister Helpline shall work towards improving and monitoring of citizen complaint redressal by various level officials of State Government.
3.1.5 Envisaged Benefits of Uttar Pradesh Chief Minister Helpline

Some of the benefits envisaged with successful implementation of UP Chief Minister Helpline are:

1. Traceable citizens’ complaints
2. Easy movement of complaints to concerned officials
3. Proper disposal of complaints
4. Timely resolution of the complaints registered
5. Satisfied and content citizens

3.1.6 Objective of the RFP

The objective of the RFP is to select Telecom Service Provider (TSP) for Providing On-Net and Off-Net Call Services for Chief Minister Helpline in the State of Uttar Pradesh.
Section IV. Scope of Work

4.1 Scope of Work

Telecom Service Provider (TSP) shall provide Onnet & Offnet call services to the CM Helpline System for a period of three years extendable annually for two years on same terms and conditions. Extension will be on sole discretion of UPDESCO/GoUP.

The TSP shall provide services, including, but not limited to:

1. At least 25 SS7/SIP (PRI) links for inbound (toll free) and 10 SS7/SIP (PRI) links for outbound are to be operationalised at CM Helpline Call Center at Cyber Tower, Gomti Nagar (near Indira Gandhi Pratisthan). Number of SS7/SIP (PRI) links may be modified as per Section 4.3. Single drop is required initially. However, additional Drops may be sought as per project requirement. SIP would be preferred.
2. In case of shifting or expansion to another location of Helpline, the same shall be separately discussed and decided.
3. Keeping in view the importance of CM Helpline, all the CM Helpline links/numbers shall be kept in “not to be barred” list by the TSP.
4. Link with other TSP also for toll free number 1076 for all inbound (toll free) calls. Letter from Government of India for 1076 (Short Code) is available on [http://www.dot.gov.in/sites/default/files/1076%20Short%20code1.pdf?download=1](http://www.dot.gov.in/sites/default/files/1076%20Short%20code1.pdf?download=1)
5. All Inbound (toll free) Calls to be directed on toll free number 1076. A Toll free Number (1800-XXX-XXXX) shall be masked with 1076.
6. Security and privacy aspects to be taken care of.
7. The service should be able to provide full functionality and high scalability.
8. The SS7/SIP (PRI) links are to be terminated at the switch at call center location i.e. Cyber Tower, Vibhuti Khand, Gomti Nagar, Lucknow.
9. Service areas include setup, installation and maintenance of all hardware including incoming & outgoing SS7/SIP (PRI) links & software component. It also includes manpower services, if any.
10. Redundant hardware to be provided.
11. Conference call facility shall be provided for which no additional payment shall be paid. Helpline numbers 100, 1090, 102, 108 etc. shall also be accepted by CM Helpline. Such calls will be transferred to the respective helplines and the Call Center Executive may need to take the caller and the respective helpline executive on conference call for this purpose.

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Type of Services</th>
<th>Brief Detail</th>
</tr>
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<tbody>
<tr>
<td></td>
<td><strong>Mandatory Features Required</strong></td>
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</tr>
<tr>
<td>1.</td>
<td>On net Calling for inbound (toll free) &amp; outbound calls on per second basis</td>
<td>Average per second cost for on net inbound (toll free) &amp; outbound call</td>
</tr>
<tr>
<td>2.</td>
<td>Offnet Calling for inbound (toll free) &amp; outbound calls on per second basis</td>
<td>Average per second cost for off net inbound (toll free) &amp; outbound call</td>
</tr>
</tbody>
</table>
The Helpline is estimated to receive more than 80,000 calls per day and more than 55,000 outbound calls to be made per day, however, the numbers are subject to vary.

4.2 Operating Hours

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Campaign</th>
<th>Prime Working Hours</th>
<th>Non-Prime Working Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Inbound</td>
<td>7AM – 11PM</td>
<td>11PM -7AM</td>
</tr>
<tr>
<td>2.</td>
<td>Outbound</td>
<td>7AM – 11PM</td>
<td>11PM – 7AM</td>
</tr>
</tbody>
</table>

The Chief Minister Helpline shall be operational for 7 days a week.

4.3 Change in number of SS7/SIP (PRI) lines

UPDESCO / GoUP or CCA may ask TSP to increase/decrease number of the SS7/ SIP (PRI) as per requirement based on call volume and past trend analysis with notice of 3 days. There will not be any increase/decrease of the charges quoted by the Bidder under this RFP. The number of inbound (toll free) and outbound SS7/ SIP (PRI) links shall not be reduced to below 25 and 10 respectively. The decision of UPDESCO in this regard shall be final & binding to the TSP. The payment to the TSP shall be done accordingly.

4.4 Project Timelines

The TSP shall have to operationalize the required SS7/ SIP (PRI) links within 7 seven days of issuance of Letter of Intent (LoI).
Section V: Instruction to Bidders

5. Instruction to Bidders

5.1. General Instructions

1. The Bidders should submit their bids online only in the Submission module of e-Procurement Tender website [http://etender.up.nic.in](http://etender.up.nic.in).

2. The Bids shall be submitted only from the Bid Submission start date till the Bid Submission end date and time given in the e-tender. Therefore, Bidders are advised to submit the Bids well advance in time.

3. The proposal and all correspondence and documents shall be written in English. In case of accompanying literature or brochures etc. being in a language other than English, a certified translation should accompany the documents as a part of the RFP. All proposals and accompanying documentation will become the property of UPDESCO and will not be returned.

4. The bidders should submit their e-Bid considering the server time displayed in the e-Procurement website. This server time is the time by which the e-Bid submission activity will be allowed till the permissible time on the last/end date of submission indicated in the e-tender schedule.

5. Once the e-Bid submission date and time is over, the bidders cannot submit their e-Bid. The bidders shall only be held responsible for any delay and whatsoever reason in submission of e-Bid.

6. Qualification Bids will be electronically opened on date and time as mentioned in the RFP. The opening of financial bids shall be intimated later to all the qualified bidders.

7. UPDESCO may, at its discretion extend this deadline for submission of e-Bid by amending the e-Bid document, in which case all rights and obligations of the UPDESCO and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

8. The server time indicated in the Bid Management window on the e-Procurement website [http://etender.up.nic.in](http://etender.up.nic.in) will be the time by which the e-Bid submission activity will be allowed till the permissible date and time scheduled in the e-tender. Once the e-Bid submission date and time is over, the bidder cannot submit the e-Bid. Bidder has to start the Bid Submission well in advance so that the submission process passes off smoothly. The bidder will only be held responsible if his/her e-Bid is not submitted in time due to any of his/her problems/faults, for whatsoever reason, during e-Bid submission process.

9. At any point of time, a bidder can withdraw his/her e-Bid submitted online before the bid submission end date and time. For withdrawing, the bidder should first log in using his/ her Login Id and Password and subsequently by his/her Digital Signature Certificate on the e-Procurement website [http://etender.up.nic.in](http://etender.up.nic.in). The bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the bids submitted by the bidder will be displayed. Click "View" to see the details of the e-Bid to be withdrawn. After selecting the "Bid Withdrawal" option, the bidder has to click "Yes" to the message "Do you want to withdraw this bid?" displayed in the Bid Information window for the selected bid. The bidder also has to enter the bid Withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit"
button. The bidder has to confirm again by pressing "Ok" button before finally withdrawing his/her selected e-Bid.

10. The bidder has to request the UPDESCO with a letter, attaching the proof of withdrawal and submission of e-Bid security/EMD in the office of UPDESCO, to return back the e-Bid security/EMD as per the manual procedure.

11. No e-Bid may be withdrawn in the interval between the deadline for submission of e-Bids and the expiration of period of e-Bid validity. Withdrawal of an e-Bid during this interval may result in the bidder’s forfeiture of his/her e-Bid security

12. The bidder can re-submit his/her e-Bid as and when required till the e-Bid submission end date and time. The e-Bid submitted earlier will be replaced by the new one. The payment made by the bidder earlier will be used for revised e-Bid and the new e-Bid submission summary generated after the successful submission of the revised e-Bid will be considered for evaluation purposes. For resubmission, the bidder should first log in using his/her Login Id and Password and subsequently by his/her Digital Signature Certificate on the e-Procurement website http://etender.up.nic.in. The bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the bids submitted by the bidder will be displayed. Click "View" to see the details of the e-Bid to be resubmitted. After selecting the "Bid Resubmission" option, click "Encrypt & Upload" to upload the revised e-Bid documents by following the methodology provided above

13. The bidders can submit their revised e-Bids as many times as possible by uploading their e-Bid documents within the scheduled date & time for submission of e-Bids.

14. No e-Bid can be resubmitted subsequently after the deadline for submission of e-Bids.

5.2. Procedure for Submission of Bids

Submission of Bids shall be in accordance with the instructions mentioned below:

1. For participating in e-Bid through the e-tendering system, it is necessary for the bidders to be the registered users of the e-Procurement website http://etender.up.nic.in. The bidders must obtain a User Login Id and Password by registering themselves with U.P. Electronics Corporation Limited, Lucknow if they have not done so previously for registration.

2. In addition to the normal registration, the bidder has to register with his/her Digital Signature Certificate (DSC) in the e-tendering system and subsequently he/she will be allowed to carry out his/her e-Bid submission activities. Registering the Digital Signature Certificate (DSC) is a one-time activity. Before proceeding to register his/her DSC, the bidder should first log on to the e-tendering system using the User Login option on the home page with the Login Id and Password with which he/she has registered as per clause 1 above.

3. For successful registration of DSC on e-Procurement website http://etender.up.nic.in the bidder must ensure that he/she should possess Class-2/Class-3 DSC issued by any certifying authorities approved by Controller of Certifying Authorities, Government of India, as the e-Procurement website http://etender.up.nic.in is presently accepting DSCs issued by these authorities only. The bidder can obtain User Login Id and perform DSC registration exercise as described in clauses 1 and 2 above even before e-Bid submission date starts. The Corporation shall not be held responsible if
the bidder tries to submit his/her e-Bid at the last moment before end date of submission but could not submit due to DSC registration problem.

4. **The Bidder shall be required to use own Digital Signature while uploading its Bid. The Bidder shall be required to upload the Bid using its Digital Signature only. Failure to comply or usage of Digital signature of other firm shall be liable for rejection of the Bid.**

5. The bidder can search for active tenders through "Search Active tenders" link, select a tender in which he/she is interested in and then move it to ‘My Tenders’ folder using the options available in the e-Bid Submission menu. After selecting and viewing the tender, for which the bidder intends to e-Bid, from "My Tenders" folder, the bidder can place his/her e-Bid by clicking "Pay Offline" option available at the end of the view tender details form. Before this, the bidder should download the e-tender document and Price Schedule/ Bill of Quantity (BOQ) and study them carefully. The bidder should keep all the documents ready as per the requirements of e-tender document in the PDF format except the Price Schedule/Bill of Quantity (BOQ), which should be in the XLS format (Excel sheet).

6. After clicking the ‘Pay Offline’ option, the bidder will be redirected to the Terms and Conditions page. The bidder should read the Terms & Conditions before proceeding to fill in the details, the bidder should click "Encrypt & Upload" option given in the offline payment details form so that "Bid Document Preparation and Submission" window appears to upload the documents as per Technical (Qualification details, e-Bid Form and Technical Specification details) and financial (e-Bid Form and Price Schedule/BOQ) schedules/packets given in the tender details. The details of the Demand Draft or any other accepted instrument which is to be physically sent in original before opening of technical e-Bid, should tally with the details available in the scanned copy and the data entered during e-Bid submission time otherwise the e-Bid submitted will not be accepted.

7. Next the bidder should upload the Technical e-Bid documents for, Qualification details, e-Bid Form as per Technical Specification details and Price Schedule/BOQ of e-tender document. Before uploading, the bidder has to select the relevant Digital Signature Certificate. He may be prompted to enter the Digital Signature Certificate password, if necessary. For uploading, the bidder should click "Browse" button against each document label in Technical and Financial schedules/packets and then upload the relevant PDF/XLS files already prepared and stored in the bidder's computer. The required documents for each document label of Technical (Qualification details, e-Bid Form and Technical Specification details etc.) and financial (e-Bid Form and Price Schedule/BOQ etc.) schedules/packets can be clubbed together to make single different files for each label.

8. The bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. During the above process, the e-Bid documents are digitally signed using the DSC of the bidder and then the documents are encrypted/locked electronically with the DSC’s of the bid openers to ensure that the e-Bid documents are protected, stored and opened by concerned bid openers only.

9. After successful submission of e-Bid document, a page giving the summary of e-Bid submission will be displayed confirming end of e-Bid submission process. The bidder can take a printout of the bid summary using the "Print" option available in the window as an acknowledgement for future reference.
5.3. Authentication of Bid
The Bid shall be typed in indelible ink. It shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Agreement. All pages of the Bid, shall be initiated and stamped by the person or persons signing the Bid.

5.4. Validation of interlineations in Bid
The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initiated by the person or persons signing the Bid.

5.5. Cost of Bidding
The Bidder is responsible for all costs incurred in connection with participation in this 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 UPDESCO to facilitate the evaluation process, and in negotiating a definitive Service Agreement and all such activities related to the Bid process. This RFP does not commit UPDESCO to award a Contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award of contract for implementation of Project.

5.6. Bid Currencies
Price shall be quoted in INR

5.7. General Guidelines and Documents Comprising the Bids
Qualification Bid/Proposal
1. The bidder must fully understand the scope of work section of this RFP. The bidders are expected to examine, understand and comply with all the instructions, formats, terms & conditions, solution, service requirements and other information in the RFP documents before submitting the bids. Failure to furnish all the 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 the proposal of the bidder.
2. The bidder is expected to bid for the project with a complete understanding that, all services listed in this RFP need to be fulfilled while executing the project
3. UPDESCO retains the right of the final say in the proposed solution in terms of the scope of the project, in terms of the services and deliverables the UPDESCO expects from the project, as listed in this RFP.
4. The proposal must be direct, concise, and complete. Any information not directly relevant to this RFP should not be included in the proposal. The Tender Committee will evaluate bidder’s proposal based upon its clarity and the correctness of its response to the requirements of the project as outlined in this RFP.
5. The proposal should be properly numbered, with each page signed and stamped.
Proposal must contain the following scanned documents:

I. Copy of EMD & Tender Fee
II. All the formats and documents mentioned in this RFP.

Original Copy of the Bank Guarantee (EMD) and Tender Fee is to be submitted at the UPDESCO office before the bid opening date and time.

Financial Bid

The bidder is expected to cost for the complete project required to meet the requirements of the UPDESCO as per this RFP. Prices shall be quoted entirely in Indian Rupees. The cost of any delay in execution of the project will be borne by the bidder.

The quoted price must be submitted in the form of BOQ available on e-tender website in PDF format along with the Proposal. The BOQ format has been specified in Annexure 7 of this RFP for reference only. It is mandatory to provide the financial quote in BOQ only. No other Document shall be entertained.

The bidder shall be required to provide the financial quotes as per below table

Ref: Submission of Proposal against RFP Reference No. UPDESCO/CMH/2017/03

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Particulars</th>
<th>Cost (in Paisa) [exclusive of tax]</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.</td>
<td>B.</td>
<td>C.</td>
</tr>
<tr>
<td>1.</td>
<td>On net Calling for inbound (toll free) per second basis</td>
<td>C&lt;sub&gt;1&lt;/sub&gt;</td>
</tr>
<tr>
<td>2.</td>
<td>On net Calling for outbound calls on per second basis</td>
<td>C&lt;sub&gt;2&lt;/sub&gt;</td>
</tr>
<tr>
<td>3.</td>
<td>Offnet Calling for inbound (toll free) on per second basis</td>
<td>C&lt;sub&gt;3&lt;/sub&gt;</td>
</tr>
<tr>
<td>4.</td>
<td>Offnet Calling for outbound calls on per second basis</td>
<td>C&lt;sub&gt;4&lt;/sub&gt;</td>
</tr>
<tr>
<td></td>
<td>Overall Cost (C)</td>
<td>(C&lt;sub&gt;1&lt;/sub&gt; + C&lt;sub&gt;3&lt;/sub&gt;)*0.75 + (C&lt;sub&gt;2&lt;/sub&gt; + C&lt;sub&gt;4&lt;/sub&gt;)*0.25</td>
</tr>
</tbody>
</table>

5.8. Bid Validity Period

The proposals shall be valid for a period of Six (6) calendar months from the date of submission of Bids. A proposal valid for a shorter period may be rejected as non-responsive. On completion of the validity period, unless the Bidder withdraws his proposal in writing, it will be deemed to be valid until such time that the Bidder formally (in writing) withdraws his proposal.

In exceptional circumstances, at its discretion, UPDESCO/ GoUP may solicit the Bidder’s consent for an extension of the validity period. The request and the responses thereto shall be made through email.
5.9. Modification and Withdrawal of Bids
No proposal may be modified / withdrawn in the interval between the deadline for submission of proposals and the expiration of the validity period specified by the bidder on the proposal form. In case the bidder wishes to withdraw the Bid after the date of opening of the bids he may do so, but the EMD of the Bidder shall be forfeited.

5.10. The rights of the UPDESCO/ GoUP

1. Rights of the content of proposals
a) All proposals and accompanying documentation submitted as the bids against this RFP, once opened will become the property of the UPDESCO and will not be returned.
b) The information provided by the bidder, like the names of the customers of the bidder or any proprietary information about the bidder etc. will be treated as confidential information, unless asked to disclose by the orders of the court of law or the Information Commission (under the RTI Act)
c) The UPDESCO/ GoUP is not restricted in its rights to use or disclose any or all of the information contained in the proposal, and can do so without compensation to the bidder. The UPDESCO/ GoUP shall not be bound by any language in the proposal indicating the confidentiality of the proposal or any other restriction on its use or disclosure.
d) The UPDESCO/ GoUP has the right to use the services of external experts to evaluate the Proposal by the bidders and share the content of the proposal either partially or completely with the experts for evaluation

2. Right to Terminate the Process

a) UPDESCO/ GoUP reserves the right to accept or reject any proposal, and to annul the bidding process and reject all proposals 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 actions taken by UPDESCO/ GoUP.
b) UPDESCO/ GoUP may terminate the bidding process at any time and without assigning any reason. UPDESCO/ GoUP makes no commitments, express or implied, that this process will result in a business transaction with anyone.
c) This RFP does not constitute an offer by UPDESCO/ GoUP. The bidder’s participation in this process may result in UPDESCO/ GoUP selecting the bidder to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by UPDESCO/ GoUP to execute a contract or to continue negotiations. UPDESCO/ GoUP may terminate negotiations at any time without assigning any reason.

3. Amendment of Request for Proposal - At any time prior to the deadline for submission of proposals, UPDESCO/ GoUP, for any reason, may modify the RFP by amendment notified by publishing on e-tendering portal https://etender.up.nic.in. UPDESCO/ GoUP, at its discretion, may extend the deadline for the submission of proposals.
4. Supplemental Information to the Request for Proposals - If UPDESCO/ GoUP deems appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of provisions of this RFP, it may issue supplements to this RFP. Any such supplement shall be deemed to be incorporated by this reference into this RFP.

5. Additional Conditions:
   a. This RFP does not commit UPDESCO/ GoUP to award a contract or to engage in negotiations. Further, no bidder is entitled for any claims for cost incurred in making the proposal cost may be incurred in anticipation of award of contract.
   b. Timing and sequence of events resulting from this RFP shall ultimately be determined by UPDESCO/ GoUP.
   c. No oral conversations or agreements with any official, agent, or employee of UPDESCO/ GoUP shall affect or modify any terms of this RFP, and any alleged oral agreement or arrangement made by a bidder with any department, agency, official or employee of UPDESCO/ GoUP shall be superseded by the definitive agreement that results from this RFP process. Oral communications by UPDESCO/ GoUP to bidders shall not be considered binding on UPDESCO/ GoUP, nor shall any written materials provided by any person other than the authorized representative of UPDESCO/ GoUP.
   d. Neither the bidder nor any of bidder’s representatives shall have any claims whatsoever against UPDESCO/ GoUP or any of their respective officials, Helpline executives, or employees arising out of or relating to this RFP or these procedures (other arising under a definitive service agreement with the bidder in accordance with the terms thereof).
   e. This RFP does not commit UPDESCO/ GoUP to enter into an agreement or similar undertaking with the bidder or any other organization and UPDESCO/ GoUP shall have the right to reject or accept any proposal or offer, or any part thereof (e.g., any component of any proposed solution) for any reason whatsoever.
   f. UPDESCO/ GoUP may choose not to proceed with any bidder with respect to one or more categories of services/requirements outlined in this RFP; and can choose to suspend the project or to issue a new RFP for this project that would supersede and replace this RFP. No claims can be raised by the bidder for compensation of the expenses incurred to respond to the RFP in whichever case.
   g. No oral communication by either party will be recognized as official communication or a commitment. The only permitted mode of communication by either party will be through email id of the respective authorized persons and only those communication will be considered as commitments.

5.11. Conditions on the content of the proposal

1. Language of Proposals - The proposals, all correspondence and documents should be in English.

2. Validity of the information
   a. If the information submitted by the bidder during the RFP process is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the bidding process or any time during the tenure of the contract, including the extension period if any, UPDESCO/ GoUP has the right to terminate the contract and initiate penal action against the bidder.
b. In case of such termination and penal actions, UPDESCO/ GoUP shall reserve the right to seek penalty to cover the cost of damages including the cost of implementation and opportunity loss due to time spent on implementation.

3. Overly Elaborate Proposals - Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are considered undesirable and may be construed as an indication of the bidder’s lack of cost consciousness. UPDESCO/ GoUP’s interest is in the quality and responsiveness of the proposal.

5.12. Non-Conforming Proposals
Any proposal may be construed as a non-conforming proposal and ineligible for consideration if it does not comply with the requirements of this RFP. Without limiting generality of the foregoing, the failure to comply with the qualification requirements, and acknowledgment of receipt of amendments, will be causes for holding proposals non-conforming.

5.13. Late bids
   a. Bids received after the due date and the specified time for any reason whatsoever, shall not be entertained and will be rejected without opening.
   
   b. UPDESCO/ GoUP may, in exceptional circumstances and at its discretion, extend the deadline for submission of proposals by publishing on the website.
   
   c. Obligations of the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

5.14. Conflict of Interest
The bidder shall furnish an affirmative statement as to the absence of, actual or potential conflict of interest on the part of the bidder due to prior, current, or proposed contracts, engagements, or affiliations with UPDESCO/ GoUP. Additionally, such disclosure shall address any and all potential elements, which would adversely impact the ability of the bidder to complete the requirements as given in the RFP.

5.15. Disqualification of Bids/Proposals
The proposal submitted by the bidder is liable to be disqualified under the following cases. Each of the conditions laid down here are equally important, as indicated by the consequence of the violation of the condition, which is disqualification of the entire proposal of the bidder.

Violation of the qualification process
   a) Financial Proposal is submitted along with the qualification proposal
   b) The price information, the pricing policy or pricing mechanisms or any document/information/file indicative of the financial aspects of the proposal are either fully or partially enclosed or are part of the qualification Proposal
   c) Bidders may specifically note that while processing the Bid documents, if it comes to UPDESCO/ GoUP’s 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 Bid then the bidders so involved are liable to be disqualified for this contract
d) In case any one party submits multiple Bids, the bidders are likely to be disqualified, unless additional Bids are withdrawn.
e) Declaration that Bidder is neither convicted nor criminal case is pending against it before any court of competent jurisdiction.

**Non-compliance to the conditions of the bidding process**

a) The Bid documents are not signed, stamped and submitted as per guidelines of the RFP
b) The required Tender Fee & EMD has not been paid as per the guidelines.
c) The Bid validity period is shorter than the required period
d) The Bid is not submitted in accordance with this document
e) During validity of the Bid, or its extended period, if any, the bidder increases its quoted prices
f) The bidder qualifies the Bid with its own conditions which contradicts the terms and conditions of the RFP or the draft contract
g) Bid is received in incomplete form
h) Bid is not accompanied by all requisite documents duly signed and stamped

**Non responsive Content of the proposal**

a) Information submitted in Qualification bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any
b) The deliverables as given in the Qualification solution should be in consonance with the Financial Proposal. Any deviations in the final deliverables between Qualification and Financial proposals shall make the Bid unresponsive and may lead to disqualification of the Bid

**Inability to respond in accordance with the bidding guidelines**

a) Bidder fails to deposit the Performance Bank Guarantee or fails to enter into a contract within 15 days of the date of notice of award of contract or within such extended period, as may be specified by UPDESCO/GoUP.

**Fraudulent and corrupt practice**

Bidder tries to influence the proposal evaluation process by unfair/unlawful/corrupt/fraudulent means at any point of time during the bid process Defines, for the purposes of this provision, the terms set forth below as follows:

a) “corrupt” practice means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
b) “fraudulent” practice means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the UPDESCO, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the UPDESCO of the benefits of free and open competition;
c) “Unfair trade” practices means supply of goods (computer hardware, software, printers, networking equipment, etc.) or services different from what is mentioned in the bid documents, and includes change of parts/components, use of refurbished/repaired/substandard/ duplicate parts instead of genuine new parts or change the specifications and/or make of the company for which the supply order was given by UPDESCO
d) “Collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, inclusive of cartelization wherein rival companies cooperate for their mutual
benefit for gaining an unfair market advantage.

Consequences of disqualification
a) If a bid or a proposal is disqualified, the bidder will not be eligible to participate in the bidding process initiated by this RFP.
b) If the proposal/bid is disqualified, it will not be processed further and the same will be communicated to the bidder through email/fax. No further correspondence from the bidder with UPDESCO/ GoUP will be entertained.
c) Documents submitted as a part of the proposal and which have not been opened will be returned to the bidder.
d) Documents submitted as a part of the proposal and which have been opened at the time of disqualification will not be returned to the bidder.

5.16. Black listing
If the disqualification is for the reasons of fraudulent or corrupt practice, UPDESCO/ GoUP has the right to initiate action to black list the bidder as per the provisions of the relevant acts/rules.

5.17. Authenticity of the Information and Right of Verification
1. UPDESCO/ GoUP reserves the right to verify all statements, information and documents submitted by the bidder in response to this RFP for the purpose of prequalification. Any such verification or lack of such verification by UPDESCO/ GoUP shall not relieve the respondent of its obligations or liabilities hereunder nor will it affect any rights of UPDESCO/ GoUP there under.
2. In case it is found during the evaluation of the responses or at any time during the subsequent procurement process or before signing of the contract or after its execution and during the period of project execution resulting out of the contract thereof, that one or more of the pre-qualification conditions have not been met by the respondent, or the respondent has made material misrepresentation or has given any materially incorrect or false information, the respondent shall be disqualified forthwith & shall be liable for suitable action deemed necessary by the UPDESCO/GoUP.

5.18. Correspondence
All correspondence shall be done directly with the bidder and correspondence through Agents will not be entertained.

5.19. Consortium
Consortium is not allowed.

5.20. Arithmetic Discrepancy
If there is an arithmetic discrepancy in the financial bid, the UPDESCO may rectify the same.
Section VI: Proposal Evaluation

6. Proposal Evaluation

6.1 Bid Opening Session

The bids will be opened on the specified date, time and address in the presence of bidders’ representatives attending the Bid opening sessions. In the event of the specified date of bid opening being declared a holiday for UPDESCO/GoUP, the Bids shall be opened at the same time and location on the next working day. UPDESCO/GoUP will go ahead with bid opening, even if the authorized representatives of the bidders abstain from these bid opening sessions.

Opening of Financial Proposal – The financial bids of only those bidders who have met the eligibility criteria as mentioned in the RFP.

6.2 Proposal Evaluation Process

1. Proposals will be evaluated by a Tender Committee (TC) appointed by GoUP.
2. GoUP has the right to appoint any individual / organization as an expert member of this committee as long as the particular person does not have any conflict of interest in the bidding/evaluation process.
3. GoUP has the right to share the contents of the proposals or bids with the experts or consultants appointed for the purpose of evaluation of the bids, as the case may be.
4. Evaluations of bids will be only on the basis of information provided by the bidders in the proposals, or any additional information provided by the bidders against specific requests for clarifications requested by UPDESCO during the evaluation process.
5. The TSP shall be selected by the Tender Committee on L1 basis.
6. During the time of the evaluation of the Qualification bid or/and Financial Bids, UPDESCO may seek clarifications from the bidder on specific items in the bids submitted by them. All such clarifications will be sent to the contact persons indicated in the proposal either by email or mail.
7. The primary role of clarifications in the evaluation process is to clarify ambiguities and uncertainties arising out of the evaluation of the bid documents. The clarifications provide the opportunity for UPDESCO/GoUP to state its requirements clearly and for the bidder to more clearly state its proposal.
8. The bidder has the option to respond or not respond to these queries. If the bidder fails to respond within the stipulated time period, UPDESCO has the right to make assumptions on the Qualification or/and Financial Bids submitted by the bidder and if such assumptions lead to disqualification of the Qualification or/and Financial Bids, UPDESCO is not accountable for these omissions.
9. All the responses to the clarifications will be part of the Qualification Proposal of the respective bidders, and if the clarifications are in variance with the earlier information in the proposal, the information provided in later stages will be the part of the contract for implementation between bidder and UPDESCO/GoUP.
10. Evaluation of the bids will be done in the following sequence:
   a. Scrutiny of Tender fee & EMD and adherence to general guidelines
   b. Evaluation of Qualification/Eligibility
   c. Evaluation of Financial proposal
6.3 Assessment of Qualification/Eligibility

The following activities will be carried out as the first step in the Qualification bid evaluation process:
1. Scrutiny of the tender Fee & EMD.
2. Only those bids for which Tender fee & EMD has been submitted will be processed further.
3. Assessment of the eligibility against the conditions listed in the RFP and compliance of the responses as per the respective formats listed in Annexures

NOTE: Bidders who comply on the above listed parameters will be eligible for financial evaluation.

6.4 Financial Bid Opening

The financial bids of only those bidders who meet the eligibility criteria will be considered for financial evaluation. The Financial Bids will be opened by Tender Committee [TC] appointed by UPDESCO/ GoUP, in the presence of Bidders’ representatives who choose to attend the Financial Bid opening on date and time to be communicated to all the qualified Bidders. The Bidder’s representatives who are present shall sign an attendance sheet evincing their attendance. The name of Bidder, Bid Prices etc. shall be announced at the meeting.

6.5 Final Score Evaluation

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Particulars</th>
<th>Cost (in Paisa) [exclusive of tax]</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.</td>
<td>B.</td>
<td>C.</td>
</tr>
<tr>
<td>1.</td>
<td>On net Calling for inbound (toll free) per second basis</td>
<td>C1</td>
</tr>
<tr>
<td>2.</td>
<td>On net Calling for outbound calls on per second basis</td>
<td>C2</td>
</tr>
<tr>
<td>3.</td>
<td>Offnet Calling for inbound (toll free) on per second basis</td>
<td>C3</td>
</tr>
<tr>
<td>4.</td>
<td>Offnet Calling for outbound calls on per second basis</td>
<td>C4</td>
</tr>
<tr>
<td></td>
<td><strong>Overall Cost (C)</strong></td>
<td>*(C1 + C3)*0.75 + *(C2 + C4)*0.25</td>
</tr>
</tbody>
</table>

Note: The number of inbound call seconds and outbound call seconds are estimated to be in ratio of 3:1

The Bidders should note that overall cost (C) shall include all the services that are required to be provided as per the Scope of work of this RFP for successful operations of CM Helpline.

The bidder meeting the eligibility criteria with lowest financial bid (L1) i.e. lowest Overall Cost (C) shall be selected by the Tender Committee as the Telecom Service Provider (TSP).

6.6 Negotiation

There would be no post RFP negotiations. However, negotiations may be undertaken with L1 bidder under exceptional circumstances.
6.7 Correction of errors
1. Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in
the quoted price will be entertained after the proposals are opened. All corrections, if any, should
be performed before submission, failing which the figures for such items may not be considered.

2. Arithmetic errors in proposals will be corrected as follows:
In case of discrepancy between the amounts mentioned in figures and in words, the amount in
words shall govern. The amount stated in the proposal form, adjusted in accordance with the above
procedure, shall be considered as binding, unless it causes the overall proposal price to rise, in
which case the overall proposal price shall govern.

6.8 Notification of Award and signing the agreement
1. UPDESCO will notify CCA about the L1 Bidder selected as TSP along with TSP’s quoted rates. The
CCA in turn shall issue the “Letter of Intent”, to the successful bidder in writing or by facsimile or
e-mail, that their proposal has been accepted and under consideration for signing a contract.

2. The successful bidder who has been issued with a letter of intent is expected to furnish a
Performance Bank Guarantee (PBG) for an amount equal to 5% of Off-net inbound (Toll free) and
Outbound call minutes for 3 year considering 80,000 inbound calls and 55,000 outbound calls per
day with inbound call duration of 200 seconds and outbound call duration of 100 sec. This
Performance Bank Guarantee has to be from any Nationalised/ Scheduled bank.

3. In case of major increase in ofnet call quantity, UPDESCO may take the actuals into account and
take PBG equal to 5% of actual value.

4. The agreement will come into force only upon the bidder furnishing the Performance Bank
Guarantee in 15 days and signing of the agreement.

5. If the successful bidder fails to furnish the Performance Bank Guarantee, within the specified period
and subject to specified conditions, UPDESCO/GoUP / CCA (with UPDESCO approval) has the right
to withdraw the notification of award and next qualified bidder shall be awarded the project
matching the L-1 price or go for retendering. The decision of UPDESCO shall be final in this regard.

6. If the successful bidder tries to alter the Financial Proposal or the Qualification Proposals, with
something which were not part of the proposals and which are in variance with the basic spirit and
letters of the proposals, while signing the contract, UPDESCO/GoUP / CCA (with UPDESCO approval)
has the right to withdraw the notification of award and the bidder will forgo the EMD furnished
during the bidding process.

7. Failure of the successful bidder to agree with the Terms and Conditions of the RFP, the terms as put
forward by UPDESCO/GoUP/CCA and/or the failure to present the Performance Bank Guarantee
within the stipulated period and/or non-fulfilment of the condition of executing a contract by the
successful bidder shall constitute sufficient grounds for the annulment of the award, and forfeiture
of EMD. In such an event UPDESCO/GoUP / CCA (with UPDESCO approval) may award the contract
to the next best value bidder matching the L1 price or call for new proposals.

8. Expenses for the agreement: The incidental expenses of execution of agreement/contract shall be
borne by the successful bidder.

6.9 Performance Bank Guarantee
1. The successful bidder shall at their own expenses deposit with UPDESCO/ GoUP in the name of
“Uttar Pradesh Development Systems Corporation Limited” , along with agreement, an
unconditional and irrevocable Performance Bank Guarantee (PBG) from a nationalized/ scheduled
bank acceptable to UPDESCO/ GoUP payable on demand, for the due performance and fulfilment of the contract(s) by the bidder.

2. This Performance Bank Guarantee will be for an amount as mentioned in Section 6.8 and should be valid 3 months beyond the contract period. All incidental charges whatsoever such as premium, commission etc. with respect to the performance bank guarantee shall be borne by the bidder.

3. Subject to the terms and conditions in the Performance Bank Guarantee, The Performance Bank Guarantee may be discharged/ returned by UPDESCO/ GoUP upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the performance bank guarantee.

4. In case, Bidder contract is extended for 2 years (1 year each), the bidder shall extend the PBG accordingly.

5. In the event of the TSP being unable to service the contract(s) for whatever reason, UPDESCO/ GoUP would invoke the PBG on recommendation of CCA. UPDESCO may invoke the PBG by taking cognizance of TSP not being able to service the contract. Notwithstanding and without prejudice to any rights whatsoever of UPDESCO/ GoUP under the contract in the matter, the proceeds of the PBG shall be payable to UPDESCO/ GoUP as compensation for any loss resulting from the bidder’s failure to perform/comply with its obligations under the contract. UPDESCO/ GoUP shall notify the bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the bidder is in default.

6. UPDESCO/ GoUP shall also be entitled to make recoveries from the bidder’s bills, Performance Bank Guarantee, or from any other amount due to bidder, the equivalent value of any payment made to bidder due to inadvertence, error, collusion, misconstruction or misstatement.
Section VII: General Conditions of Agreement

7. General Conditions of Agreement

7.1 Form of Agreement

CONTRACT FORM

This AGREEMENT (hereinafter called the “Agreement”) is made on the ___Day of ________, 201_, between

________________ having its office at __________________________ the selected Telecom Service Provider,
(hereinafter referred to as “TSP” which term or expression, unless repugnant to the context or meaning thereof, include its successors and permitted assigns and substitutes) of the First Part

and

M/s Network Techlab India Private Limited having its office at 41, Sarvodaya Industrial Estate, Mahakali Caves Road, Opposite Paper Box, Andheri (E), Mumbai – 400093, the Prime Bidder of the consortium,
(hereinafter referred to as "Prime Bidder" which term or expression, unless repugnant to the context or meaning thereof, include its successors and permitted assigns and substitutes) of the Second Part.

and

M/s Surevin BPO Services Limited having its office at 40, Mandakini Housing Society, Kolar Road, Bhopal, Madhya Pradesh, 462041, the second member of the consortium, (hereinafter referred to as “Second Member” or “Surevin” which term or expression, unless repugnant to the context or meaning thereof, include its successors and permitted assigns and substitutes) of the Third Part

and

Uttar Pradesh Development Systems Corporation Limited having its office at 2nd Floor, UPTRON Building, Near Gomti Barrage, Gomti Nagar, Lucknow (hereinafter referred to as "UPDESCO" which term or expression, unless excluded or repugnant to the subject or context, shall mean and include its successors-in office and assignees) of the Fourth Part

WHEREAS

a) The consortium of Prime Bidder and Surevin, hereinafter referred to as “Consortium”, has been selected as the Call Centre Agency (CCA) for establishment and operation of UP Chief Minister Helpline based on the selection criteria mentioned in the RFP (Request for Proposal) reference No. UPDESCO/CMH/2017/01.

b) UPDESCO intends to select TSP for UP Chief Minister Helpline involving the complete Scope of Work described in the RFP (Request for Proposal) reference No. UPDESCO/CMH/2017/03.

c) UPDESCO undertook the selection of TSP adopting an open tender route for Selection of
Telecom Service Provider for Providing On-Net and Off-Net Call Services through SS7/ SIP (PRI) for Chief Minister Helpline in the State of Uttar Pradesh.

d) UPDESCO intends to accord to the TSP the right to undertake the Project on the terms and conditions set forth in the Agreement;

e) The TSP has submitted the financial quote as per below table:

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Particulars</th>
<th>Cost (in Paisa) [exclusive of tax]</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.</td>
<td>B.</td>
<td>C.</td>
</tr>
<tr>
<td>1.</td>
<td>On net Calling for inbound (toll free) per second basis</td>
<td>$C_1$</td>
</tr>
<tr>
<td>2.</td>
<td>On net Calling for outbound calls on per second basis</td>
<td>$C_2$</td>
</tr>
<tr>
<td>3.</td>
<td>Offnet Calling for inbound (toll free) on per second basis</td>
<td>$C_3$</td>
</tr>
<tr>
<td>4.</td>
<td>Offnet Calling for outbound calls on per second basis</td>
<td>$C_4$</td>
</tr>
</tbody>
</table>

| Overall Cost (C) | \((C_1 + C_3) \times 0.75 + (C_2 + C_4) \times 0.25\) |

f) The parties agree that for establishment & operation of UP Chief Minister Helpline as per the terms of the Agreement, the TSP shall be paid by the CCA as per the payment schedule detailed in the RFP. UPDESCO/ GoUP shall reimburse the amount to CCA as per actuals.

NOW, THEREFORE, IT IS HEREBY AGREED between the parties as follows:

1. The following documents attached hereto shall be deemed to form an integral part of the Agreement:

   a) Request for Proposal (RFP) ref no. ______ dated ______ total number of pages__

   b) Corrigendum to aforementioned RFP____

   c) Agreement

   d) LoI Dated____

   e) Annexures to the Agreement

2. The mutual rights and obligations of the "UPDESCO" and the “Call Centre Agency” and “TSP” shall be as set forth in the Agreement, in particular:

   a) "UPDESCO” shall make payments to the “Call Centre Agency” in accordance with the provisions of the Agreement.

   b) The payment to TSP shall be done on monthly basis by CCA. CCA will make payment of the amount after deducting penalty amount as per assessment of SLA performance.

   c) The TSP and CCA shall closely work for the successful implementation and operation of CM
Helpline while UPDESCO shall play the role of an observer. All the key decisions shall be approved by UPDESCO.

d) UPDESCO shall facilitate resolution of all disputes between CCA and TSP related to servicing of the contract.
e) The CCA shall recommend UPDESCO to invoke the Performance bank Guarantee in the event of TSP being unable to service the contract(s) for whatever reason.
f) If UPDESCO/GoUP suffers any loss or damage on account of any breach in the stipulation of the Agreement by the TSP or any shortfall in the performance or in meeting the performances guaranteed as per the RFP and the Agreement, the TSP undertakes to promptly make good such loss or damages caused to UPDESCO/GoUP on its demand without any demur or contest.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written.

In presence of

(Witnesses)
(i) __________________________
   (Signature)
   (Name & Designation)

(ii) __________________________
    (Signature)
    (Name & Designation)

Signed by

For and on behalf of TSP

Signature & Seal: __________________________
Name: __________________________
Designation: __________________________

(Witnesses)
(i) __________________________
   (Signature)
   (Name & Designation)

(ii) __________________________
    (Signature)
    (Name & Designation)

For and on behalf of Prime Bidder
M/s Network Techlab India Private Limited

Signature & Seal: __________________________
Name: __________________________
Designation: __________________________
7.2 Statutory Requirements

During the tenure of the Agreement nothing shall be done by the TSP in contravention of any law, act and/or rules/regulations, there under or any amendment thereof governing inter-alia customs, stowaways, foreign exchange etc. and shall keep UPDESCO/ GoUP indemnified in this regard.

7.3 Force Majeure

CCA, with approval of UPDESCO/ GoUP, may grant an extension of time limit set for the completion of the work in case the timely completion of the work is delayed by force majeure beyond the TSP control, subject to what is stated in the following sub paragraphs and to the procedures detailed there in being followed. Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, flood, storms etc.), acts of states, the direct and indirect consequences of wars (declared or un-declared), hostilities, national emergencies, civil commotion and strikes (only those which exceed a duration of ten continuous days) at successful Bidder’s workplace/factory. The TSP’s right to an extension of the time limit for completion of the work in above-mentioned cases is subject to the following procedures.

- That within 10 days after the occurrence of a case of force Majeure but before the expiry of the stipulated date of completion, the TSP informs CCA in writing with a notification to UPDESCO/
GoUP about the occurrence of Force Majeure Condition and that the TSP considers itself entitled to an extension of the time limit.

- That the TSP produces evidence of the date of occurrence and the duration of the force majeure in an adequate manner by means of documents drawn up by responsible authorities.
- That the TSP proves that the said conditions have actually been interfered with the carrying out of the contract.
- That the TSP proves that the delay occurred is not due to his own action or lack of action.

Apart from the extension of the time limit, force majeure does not entitle the TSP to any relaxation or to any compensation of damage or loss suffered.

7.4 Patents, Successful bidder’s Liability & Compliance of Regulations

1. TSP shall protect and fully indemnify CCA and UPDESCO/ GoUP from any claims for infringement of patents, copyright, trademark, license violation or the like.

2. TSP shall also protect and fully indemnify CCA and UPDESCO/ GoUP from any claims from any person(s) or bodies/ companies etc. for any act of commission or omission while executing the order.

3. TSP shall be responsible for compliance with all requirements under the laws and shall protect and indemnify completely CCA and UPDESCO/ GoUP from any claims / penalties arising out of any infringements.

7.5 Settlement of Disputes-Disputes Resolution Mechanism

7.5.1 Amicable Settlement

Performance of the Agreement is governed by the terms and conditions of the agreement. In case a dispute arises between the parties regarding any matter under the agreement, any Party of the agreement may send a written Notice of Dispute to the other party. The TSP and CCA shall closely work for the successful implementation and operation of CM Helpline. All the key decisions shall be approved by UPDESCO. UPDESCO shall facilitate for amicable settlement of disputes between CCA and TSP.

The Party receiving the written Notice of Dispute will respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, Section 7.5.2 shall become applicable. Parties not directly involved in the dispute shall also be notified by the concerned parties.

7.5.2 Arbitration

a. Any dispute or difference whatsoever arising between the parties to the Agreement out of or relating to the construction, meaning, scope, operation or effect of the Agreement or validity of the breach thereof, which cannot be resolved through negotiation process, shall be referred to the sole Arbitrator. Additional Chief Secretary/ Principal Secretary (IT & Electronics), GoUP or an officer nominated by him shall be the Arbitrator to the parties. The Provision of Arbitration and Conciliation Act 1996 shall apply. The Arbitration shall be held in Lucknow, India.
b. Subject to the above, the Courts at Lucknow only shall have jurisdiction in this matter.

7.5.3 **Adjudication by Regulator Authority or Commission**

In the event of constitution of a statutory Regulatory authority or Commission appointed by GoUP with powers to adjudicate upon disputes between TSP, CCA and UPDESCO, all disputes arising after such constitution shall instead of reference to arbitration under Section 7.5.2, be adjudicated upon by such Regulatory Authority or Commission in accordance with the Applicable Law and all references to Dispute Resolution Procedure shall be construed accordingly. For the avoidance of doubt, the parties hereto agree that the adjudication hereunder shall not be final and binding until an appeal against such adjudication has been decided by an appellate tribunal or High Court, as the case may be, or no such appeal has been preferred within the time specified in the Applicable Law.

7.5.4 **Arbitration Decision**

The decision of the Arbitrator shall be final and binding upon all parties.

7.5.5 **Arbitration Expenses**

The expenses of the arbitrator as determined by the arbitrator shall be borne by the TSP. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall state the reasons for the award.

*The provisions of Dispute Resolution clause shall survive termination.*

7.6 **Limitation of Liability**

The maximum aggregate liability of TSP shall not exceed the Contract value.

7.7 **Termination**

a. **By CCA:**

CCA (with approval of UPDESCO/ GoUP) may terminate this Agreement in case of the occurrence of any of the events specified in paragraphs (i) through (ix) of this Section 7.7 (a). In such an occurrence CCA (with approval of UPDESCO/ GoUP) shall give a not less than thirty (30) days’ written notice of termination to the TSP, and forty five (45) days’ in case of the event referred to in (viii).

i. If the TSP fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Section 7.7 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as UPDESCO/ GoUP may have subsequently approved in writing. If 20% penalty has been levied on TSP three months during contract period shall also be considered as failure to remedy its obligations.

ii. If the TSP becomes insolvent or goes into liquidation or receivership whether compulsory or voluntary. Conversely if CCA/ UPDESCO apprehends a similar event regarding the TSP, it can exercise the right of termination in the manner stated hereinabove.

iii. If the TSP fails to comply with any final decision reached as a result of arbitration proceedings.

iv. If the TSP, in the judgement of CCA and/ or UPDESCO, has engaged in corrupt or fraudulent practices in competing for or in executing this Agreement.
v. If the TSP submits to CCA false statement which has a material effect on the rights, obligations or interests of CCA and/or UPDESCO.
vi. If the TSP places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to CCA.

vii. If the TSP fails to provide the quality services as envisaged under this Agreement.

viii. If, as the result of Force Majeure, the TSP is unable to perform a material portion of the services for a period of not less than forty five (45) days.

ix. If UPDESCO, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

CCA shall keep UPDESCO/ GoUP informed and take necessary approvals from UPDESCO/ GoUP accordingly. CCA reserves the right to terminate the Agreement in case TSP gets blacklisted by any Ministry/Department of Government of India or State Governments during the course of the project or if TSP is convicted in a legal/tax evasion case or on account of any other legal misconduct of the TSP.

b. On termination of this Agreement for any reason, the SLAs shall automatically terminate forthwith except those that are specified to operate on termination of Agreement and UPDESCO will decide the appropriate course of action.

c. By the TSP
The TSP (with approval from UPDESCO/ GoUP) may terminate this Agreement, by not less than sixty (60) days' written notice to CCA with notification to UPDESCO/ GoUP, in case of the occurrence of any of the events specified in paragraphs (i) through (iv) of this Clause:

i. If CCA fails to pay any money due to the TSP pursuant to this Agreement and not subject to dispute pursuant to this Agreement hereof within sixty (60) days (or such longer period as the TSP may have subsequently approved in writing).

ii. If, as the result of Force Majeure, the TSP is unable to perform a material portion of the services for a period of not less than forty five (45) days.

iii. If CCA fails to comply with any final decision reached as a result of arbitration pursuant to this Agreement.

iv. If CCA is in material breach of its obligations pursuant to this Agreement and has not remedied the same within thirty (30) days (or such longer period as the TSP may have subsequently approved in writing) following the receipt by CCA of the TSP’s notice specifying such breach.

d. Payment upon Termination:
Upon termination of this Agreement pursuant to Section 7.7 hereof, CCA shall make the following payments to the TSP:

i. If the Agreement is terminated pursuant to Section 7.7 (a) (viii, ix) or 7.7 (e), payment due pursuant to Payment Schedule hereof for services satisfactorily performed prior to the effective date of termination,

ii. If the Agreement is terminated pursuant to Section 7.7 (a) (i) to (vii), the TSP shall not be entitled to receive any payments upon termination of the Agreement. Under such circumstances, upon termination, UPDESCO may also impose liquidated damages which shall not be more than the contract value. The TSP will be required to pay any such liquidated damages UPDESCO/ GoUP within 30 days of termination date.
e. **Disputes about Events of Termination:**
If either Party disputes whether an event specified in paragraphs (i) through (vii) of Section 7.7(a) or in Section 7.7(e) hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter for Arbitration as per Section 7.5.2, and this Agreement shall not be terminated on account of such event except in accordance with the terms of resulting arbitral award.

### 7.8 Consequences of Termination

In the event, CCA or the TSP, with approval of UPDESCO/ GoUP, terminates this Agreement then depending on the event of default, compensation will be decided in accordance with Section 7.7, Section 7.10 including other aspects such as cost of selection of alternate TSP, penalties, payments etc. Upon termination of this Agreement, the Parties will comply with the Exit Management as contained in Section 7.9 of the Agreement.

### 7.9 Exit management

a. The exit management period starts, in case of expiry of Agreement, 30 days prior to the date when the Agreement comes to an end or in case of termination of Agreement, on the date when notice of termination is sent to the TSP. The exit management period ends on the date agreed upon by TSP and CCA, with approval of UPDESCO/ GoUP or 2 months after the beginning of the exit management period, whichever is earlier.

b. The TSP shall comply with all other requirements as may be prescribed under Applicable Laws to complete the assignment of all the rights, title and interest of the TSP free from all Encumbrances absolutely and free of any charge or tax to CCA or UPDESCO/GoUP or its nominee.

c. On request by CCA (with approval from UPDESCO/ GoUP), the TSP shall effect such assignments CCA may require in favour of the CM Helpline project, in relation to any equipment, maintenance or warranty service provision contract between TSP and third party lessors, Agencies, and which are related to the services and reasonably necessary for the carrying out of replacement of services by CCA.

d. The responsibility shall lie with the TSP for the smooth transition of services during the exit management period. The responsibility of the existing TSP shall only cease upon the satisfaction of CCA (with approval from UPDESCO/GoUP).

e. CCA shall be entitled to serve notice in writing, with approval from UPDESCO/GoUP, to the TSP to provide CCA, UPDESCO/GoUP or its nominated agencies with a complete and up-to-date list of the assets within 30 days of such notice.

f. That on the expiry of this clause, the TSP and any individual assigned for the performance of the services under this clause shall handover or cause to be handed over all confidential information and all other related material in its possession to CCA/ UPDESCO/GoUP.

### 7.10 Payment Terms

The payment to TSP shall be done on monthly basis by CCA based on the invoice submitted by TSP to CCA. CCA will make payment to TSP after deducting penalty amount, if any, as per CCA’s assessment of TSP’s SLA performance, taxes and duties etc. as applicable.

The payment shall be made to TSP within 7 working days on receipt of invoice by CCA. The payment
made by CCA shall be reimbursed by UPDESCO/ GoUP as per actuals based on invoice submitted by CCA to UPDESCO/ GoUP.

7.11 Changes in the Applicable Laws related to Taxes & Duties

If, after the date of issuance of Letter of Intent (LoI), there is any change in the Applicable Laws of India/ GoUP with respect to taxes and duties, then the same shall be paid as per actuals.

7.12 Service level Agreement

<table>
<thead>
<tr>
<th>Services Offered</th>
<th>Service level</th>
<th>Penalties</th>
</tr>
</thead>
<tbody>
<tr>
<td>Uptime of Services</td>
<td>Uptime of the services mentioned in tender / agreement should meet level of 99%</td>
<td>A. For mentioned service levels, if service level falls below the defined criteria then it will attract a penalty of 1% of monthly invoice amount for every percentage of downtime till 95%</td>
</tr>
</tbody>
</table>
|                                |                                                                               | B. For mentioned service levels, if service level falls below 95% then it will attract an additional penalty of 2% of monthly invoice for every percentage of downtime. e.g. If uptime is 90%, the penalty calculation shall be as follows: A. 4% penalty for 99%-95% B. 10% (5*2) for 95%-90% Total penalty: 14%
| Deployment of services including hardware and installation | The telecom service provider will be required to start the services within 1 week of issuance of LoI | Any delay beyond the specified time limit will attract a penalty of Rs. 5,000 every day. |
| Switch Level Rejection         | Daily reports for Switch level rejection for FTD (For The Day) and MTD (Month till date) to be provided by the end of next day | Every Deviation will cause of penalty for Rs 1000 per incident |

The total penalty payable under any/all of the clauses shall be limited to 20% of the value of the Invoice against value of the services provided in rupees per month.

7.13 Confidentiality

a. The TSP shall not misuse any Information including the name or the logo of Government of Uttar Pradesh.

b. The TSP shall not disclose any information related to CM Helpline project. In case, information is to be disclosed in the interest of the project, TSP may do so with prior written consent of UPDESCO/GoUP through CCA.

c. The TSP shall do everything reasonably possible to preserve the confidentiality of the Information.
d. The TSP shall notify UPDESCO through CCA promptly if it is aware of any disclosure of the Information other than as permitted by this Agreement or with the authority of UPDESCO/GoUP.

e. The TSP shall be liable to fully recompense UPDESCO/ GoUP for any loss arising from breach of confidentiality. UPDESCO reserves the right to adopt legal proceedings, civil or criminal, against the TSP in relation to a dispute arising out of breach of obligation by the TSP under this clause. CCA shall inform UPDESCO/ GoUP on occurrence of such event.

The TSP shall not use any information which might have come to its knowledge in whatever manner during the discharge of its obligation under the Agreement for any purpose except strictly for discharging his obligation under the Agreement and no more.

7.14 Project Duration

The project duration shall be of three years extendable annually for two years on same terms and conditions.
Annexure(s)  Annexure I - VII
Annexures

1. QUALIFICATION PROPOSAL COVERING LETTER

[Date]

To,
Managing Director,
Uttar Pradesh Development Systems Corporation Ltd.,
2nd Floor, UPTRON Building,
Near Gomti Barrage, Gomti Nagar, Lucknow, UP.

Ref: Request for Proposal (RFP): Bid for ‘Selection of Telecom Service Provider for Providing On-Net and Off-Net Call Services through SS7/ SIP (PRI) for Chief Minister Helpline in the State of Uttar Pradesh

Dear Sir,

Having examined the bid document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Implementation services as required and outlined in the RFP.

We attach hereto the qualification bid response as required by the bid document, which constitutes our proposal.
We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the short listing process or unduly favours our company in the short listing process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so, for the aforesaid project.

We undertake, if our proposal is accepted, to provide all the services put forward in this RFP or such features as may subsequently be mutually agreed between us and UPDESCO/GoUP or its appointed representatives.

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 six months 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 UPDESCO.

We confirm that the information contained in this proposal or any part thereof, including its exhibits and other documents and instruments delivered or to be delivered to the UPDESCO/ GoUP 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 UPDESCO/ GoUP 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 of the products/ service specified
in the bid response without assigning any reason whatsoever.

We confirm to adhere to Central Vigilance Commission (CVC) guidelines, the policy laid down in the financial handbook of Govt. of UP and relevant Government orders issued time to time.

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

Dated this Day of 201_

(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.
2. GENERAL INFORMATION ABOUT THE BIDDER

<table>
<thead>
<tr>
<th>Details of the Bidder (Company)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Name of the Bidder</td>
<td></td>
</tr>
<tr>
<td>2. Address of the Bidder</td>
<td></td>
</tr>
<tr>
<td>3. Status of the Company (Public Ltd/Pvt. Ltd)</td>
<td>Date:</td>
</tr>
<tr>
<td>4. Details of Incorporation of the Company</td>
<td>Ref. #</td>
</tr>
<tr>
<td>5. Details of Commencement of Business</td>
<td>Date:</td>
</tr>
<tr>
<td>6. Valid Sales tax registration no.</td>
<td></td>
</tr>
<tr>
<td>7. Valid Service tax registration no.</td>
<td></td>
</tr>
<tr>
<td>8. Permanent Account Number (PAN)</td>
<td></td>
</tr>
<tr>
<td>9. GST Identification Number</td>
<td></td>
</tr>
<tr>
<td>10. Name &amp; Designation of the contact person to whom all references shall be made regarding this RFP</td>
<td></td>
</tr>
<tr>
<td>11. Telephone No. (with STD Code)</td>
<td>Mobile Number</td>
</tr>
<tr>
<td>12. E-Mail of the contact person:</td>
<td></td>
</tr>
<tr>
<td>13. Fax No. (with STD Code)</td>
<td></td>
</tr>
<tr>
<td>14. Website</td>
<td></td>
</tr>
</tbody>
</table>
3. **FINANCIAL INFORMATION**

1.1. **Annual Turnover of the Bidder**

<table>
<thead>
<tr>
<th>Financial Year 2016-17</th>
<th>Financial Year 2015-16</th>
<th>Financial Year 2014-15</th>
<th>Page number where the details are provided</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1.2. **Net Worth of the Bidder**

<table>
<thead>
<tr>
<th>Net Worth of the Bidder (Amount INR Crores)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Financial Year 2016-17</td>
</tr>
<tr>
<td>------------------------</td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

1.3. **Net Profit of the Bidder**

<table>
<thead>
<tr>
<th>Net Profit of the Bidder (Amount INR Crores)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Financial Year 2016-17</td>
</tr>
<tr>
<td>------------------------</td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>
4. DECLARATION REGARDING BLACKLISTING

[Letter Head]

[Date]

To,
Managing Director,
Uttar Pradesh Development Systems Corporation Ltd.,
2nd Floor, UPTRON Building, Near Gomti Barrage,
Gomti Nagar, Lucknow, UP.

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP Document [No._____________] regarding Selection of Telecom Service Provider for Providing On-Net and Off-Net Call Services through SS7/ SIP (PRI) for Chief Minister Helpline in the State of Uttar Pradesh. I hereby declare that,

A. My company has not been debarred / black listed by any Ministry/Board of Government of India or State Government. I further certify that I am competent officer in my Company to make this declaration.

B. My company is neither convicted nor any criminal case pending against it before any court of competent jurisdiction.

Yours faithfully,

(Signature of the Bidder)
Printed Name
Designation
Seal
Date:
Business Address:
5. **BANK GUARANTEE TOWARDS BID SECURITY**

**BID BOND**

Reference No. __________________ Date __________________

Bank Guarantee No. ________________________________________________

To,

Managing Director,
Uttar Pradesh Development Systems Corporation Ltd.,
2nd Floor, UPTRON Building, Near Gomti Barrage,
Gomti Nagar, Lucknow, UP.

Whereas................................. (Here in after called "the Bidder") has submitted its Bid dated......
(Date) in response to the Tender No: ................... for **Selection of Telecom Service Provider for Providing**
**On-Net and Off-Net Call Services through SS7/ SIP (PRI) for Chief Minister Helpline in the State of Uttar Pradesh**
(here in after called "the Bid")

KNOW ALL MEN by these presents that We ................... ........................ having our registered office
at........................ (Hereinafter called the "Bank") are bound to Uttar Pradesh Development Systems
Corporation, UP (hereinafter called "UPDESCO") in the sum of ................ for which payment well and
truly to be made to the said UPDESCO itself, its successors and assignees by these presents.

The conditions of these obligations are:

1. If the Bidder withdraws its Bid during the period of Bid validity or
2. If the Bidder, having been notified of the acceptance of its bid by UPDESCO during the period of Bid validity:
   1. Fails or refuses to execute the Agreement form if required; or
   2. Fails or refuses to furnish the performance security, in accordance with the Bid requirement

We undertake to pay UPDESCO up to the above amount upon receipt of its first written demand, without
UPDESCO having to substantiate its demand, provided that in its demand UPDESCO will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to (Date) and any demand in respect thereof should reach the Bank not later than the above date.

Date ______________________

Place ______________________ Signature ______________________

Witness ______________________ Printed Name ______________________

(Bank’s common seal)
6. BANKS GUARANTEE TOWARDS PERFORMANCE SECURITY

Ref No .................................................. Bank Guarantee No

Dated: ......................

IN consideration of the Governor of Uttar Pradesh (hereinafter called "the Government") having agreed; to exempt ......................... (hereinafter called "the said Company") from the demand, under the terms and conditions of an Agreement, dated ............... made between ............. and ............. for ................................................................. (Hereinafter called "the said Agreement"), of security deposit for the due fulfillment by the said Company of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. ................ ........................................... (Rupees ......................... only) we, (indicate name of the Bank) (hereinafter referred to as "the Bank") at the request / Company/, do hereby undertake to pay to the Government an amount not exceeding Rs. ................ against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Company of any of the terms or conditions contained in the said Agreement.

2. ________________________________________ We (indicate name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said Company of any of the terms or conditions contained in the said Agreement or by reason of the Company failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. ________

3. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the Company in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Company shall have no claim against us for making such payment.

4. ________________________________________ We, (indicate name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or filed office/ Department certifies that the terms and conditions of the said Agreement, have been fully and properly carried out by the said Company and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the We shall be discharged from all liability under this guarantee thereafter.

5. We, (indicate name of the Bank) further agree with the State Government that the State Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Company from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said Company and to for bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Company or for any forbearance, act or commission on the part of the Government or any indulgence by the Government to the said Company or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provisions, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Company.

7. We, (indicate name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

    Dated the __________ day of __________
    For ______________________
    (Indicate the name of Bank).

Instructions for furnishing Bank Guarantee

1. The Bank Guarantee by Indian Bidders will be given on non-judicial stamp paper as per stamp duty applicable at the place from where the purchase Agreement has been placed. The non-judicial stamp paper should be in name of the issuing bank.

2. The expiry date as mentioned in the RFP (RFP Ref No. UPDESCO/CMH/2017/03) should be arrived at by adding 60 days to the Agreement completion date unless otherwise specified in the Bidding documents.

    The Bank Guarantee by Indian Bidders will be given from Nationalized/ Scheduled Commercial Bank only.
7. **FORMAT FOR THE FINANCIAL PROPOSAL**

The bidder shall be required to provide the financial quotes as per the below table.

Ref: Submission of Proposal against your RFP Reference No. UPDESCO/CMH/2017/03

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Particulars</th>
<th>Cost (in Paisa) [exclusive of tax]</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>On net Calling for inbound (toll free) per second basis</td>
<td>$C_1$</td>
</tr>
<tr>
<td>6.</td>
<td>On net Calling for outbound calls on per second basis</td>
<td>$C_2$</td>
</tr>
<tr>
<td>7.</td>
<td>Offnet Calling for inbound (toll free) on per second basis</td>
<td>$C_3$</td>
</tr>
<tr>
<td>8.</td>
<td>Offnet Calling for outbound calls on per second basis</td>
<td>$C_4$</td>
</tr>
</tbody>
</table>

**Overall Cost (C)**

\[
(C_1 + C_3) \times 0.75 + (C_2 + C_4) \times 0.25
\]