

REQUEST FOR PROPOSAL

Request for Proposal

Disclaimer & Confidentiality Notice

Disclaimer

All information contained in this RFP Document provided / clarified is in good interest and faith. This is not an agreement and this is not an offer or invitation to enter into an agreement of any kind with any party.

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

Intimation of discrepancy, if any, should be given to the specified office immediately. If no intimation is received by this office by the date mentioned in the document, it shall be deemed that the RFP document is complete in all respects and firms submitting their bids are satisfied that the RFP document is complete in all respects.

Madhya Pradesh State Electronics Corporation Limited, Bhopal (hereafter referred to as “MPSEDC”) reserve the right to reject any or all of the applications submitted in response to this RFP document at any stage without assigning any reasons whatsoever. MPSEDC, Bhopal also reserves right to withhold or withdraw the process at any stage with intimation to all who have submitted their bids in response to this RFP document.

MPSEDC, Bhopal, reserves the right to change/ modify/ amend any or all of the provisions of this RFP document without assigning any reason. Any such change would be communicated to the bidders by posting it on the website of MP Tenders. Neither MPSEDC, Bhopal nor their employees and associates will have any liability to any prospective Bidder interested to apply or any other person under the law of contract to the principles or resolution or unjust enrichment or otherwise for any loss, expense or damage which may raise from or be incurred or suffered in connection with anything contained in this RFP document, any matter deemed to form part of this RFP document, the award of the Assignment, the information and any other information supplied by or on behalf of MPSEDC, Bhopal or their employees and Bidder or otherwise arising in any way from the selection process for the Assignment.

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

Contents

- Disclaimer
- Notice for Inviting Tender (NIT)
- Abbreviations & Definitions
- 1 Schedule of RFP
- 2 Background Information
 - 2.1. About MPSEDC
 - 2.2. RFP Background
- 3 Pre-Qualification/Eligibility Criteria
- 4 Technical Evaluation Criteria
- 5 Overall Evaluation
 - 5.1 Selection Method
 - 5.2 Determination of Responsiveness
 - 5.3 Non-material Non-conformities in Bids
 - 5.4 Tabulation of Technical Bids
- 6 Scope of Work

- 6.1 WhatsApp Business API
- 6.2 Development of Chatbot Solution
- 6.3 Chatbot Builder
- 6.4 Migration and Maintenance of existing Chatbots and WhatsApp Business Accounts
- 6.5 Solution Specification
- 7 Payment Terms, Schedule, Milestone and Timelines
- 7.1 Payment Terms
- 7.2 Payment Schedule
- 7.3 Milestone & Timelines
- 7.4 Review and Monitoring of Agency's Work
- 8 Service Level Agreements (SLA)
- 8.1 Implementation and Migration Phase:
- 8.2 Operation Phase:
- 8.2.1 Definitions
- 8.2.2 Service Level Requirements for WhatsApp Business API services
- 8.2.3 Downtime calculation for WhatsApp Business API services

8.2.4 Penalty for Non-Availability/Downtime of Service/Application

Table of Contents

Disclaimer & Confidentiality Notice	
8.2.4. Penalty for Non-Availability/Downtime of Service/Application	8.2.4
Abbreviations & Definitions	
Notice Inviting Tender	
14.1. Annexure - 1: Pre-Bid Queries Format	14.1
14.2. Annexure - 2: Bid Cover Letter	14.2
14.3. Annexure - 3: Checklist for Eligibility / Qualification Criteria Compliance	14.3
14.4. Annexure - 4: Bidders Experience of Providing WhatsApp Business & Chatbot Solution	14.4
14.5. Annexure - 5: Agency/ Company information	14.5
14.6. Annexure - 6: FINANCIAL PROPOSAL FORMAT	14.6
14.6.1. Annexure 6.1 – Financial Bid Covering Letter:	14.6.1
14.6.2. Annexure – 6.2 – Financial Bid Form:	14.6.2
14.6.3. Financial Bid (Use for L1 Calculation):	14.6.3
14.6.4. Development and Migration Cost (A):	14.6.4
14.6.5. Operations and Maintenance Cost (B):	14.6.5
Schedule & Key Dates	
Project Profile & Background	
2.1. About MPSEDC	2.1
2.2. RFP Background	2.2

Instructions to Bidders	
Pre-Bid Meeting & Clarifications	
9.1. Earnest Money Deposit (EMD)	9.1
9.2. Performance Security	9.2
9.3. Sale of Bidding/ Tender Documents	9.3
9.4. Pre-bid Meeting/ Clarifications	9.4
9.5. Changes in the Bidding Document	9.5
9.6. Period of Validity of Bids	9.6
Preparation of Bids	
10.2. Cost & Language of Bidding	10.2
10.3. Alternative/ Multiple Bids	10.3
10.4. Instructions for Online Bid Submission	10.4
Submission of Bids	
10.1. Proposal Submission	10.1
Opening of Bids	
11.22. Confidential Information	11.22
11.23. Verification of Eligibility Documents by MPSEDC	11.23
11.24. Issuance of Work Order under Rate Contract	11.24
11.1. Proposal Evaluation	11.1
11.2. Preliminary Evaluation	11.2
11.3. Technical Evaluation	11.3
11.4. Evaluation of Financial Proposal	11.4
11.5. Selection Method	11.5
11.6. Execution of Proposal/Disqualification	11.6
11.7. Information and Publication of Award	11.7
11.8. MPSEDC's Right to Accept OR Reject any OR All Proposals	11.8
11.9. Selection of Agency	11.9
11.10. Late Proposal	11.10
11.11. Cancellation of Tender Process	11.11
11.12. Interference with Tender Process	11.12
11.13. Debarment from Bidding	11.13
11.14. Monitoring of Contract	11.14
11.15. Corrupt/Fraudulent Practices	11.15
11.16. Sub-Contracting	11.16
11.17. Withdrawal, Substitution, and Modification of Bids	11.17
11.18. Clarification of Bids	11.18
11.19. Information and publication of award	11.19

11.20. Procuring entity's right to accept or reject any or all Bids	11.20
11.21. Execution of agreement	11.21
11.22. Confidential Information	11.22
11.23. Verification of Eligibility Documents by MPSEDC	11.23
11.24. Issuance of Work Order under Rate Contract	11.24
Pre-Qualification / Eligibility Criteria	
Technical Evaluation Criteria	
Overall Evaluation Method	
5.1. Selection Method	5.1
5.2. Determination of Responsiveness	5.2
5.3. Non-material Non-conformities in Bids	5.3
5.4. Tabulation of Technical Bids	5.4
Scope of Work / Terms of Reference	
6.1. WhatsApp Business API	6.1
6.2. Development of Chatbot Solution	6.2
6.3. Chatbot Builder	6.3
6.4. Migration and Maintenance of existing Chatbots and WhatsApp Business Accounts	6.4
6.5. Solution Specification	6.5
Technical Specifications	
SLA, Service Levels & Penalties	
8.1. Implementation and Migration Phase:	8.1
8.2. Operation Phase:	8.2
8.2.1. Definitions	8.2.1
8.2.2. Service Level Requirements for WhatsApp Business API services	8.2.2
8.2.3. Downtime calculation for WhatsApp Business API services	8.2.3
8.2.4. Penalty for Non-Availability/Downtime of Service/Application	8.2.4
Contract Period & Payment Terms	
7.1. Payment Terms	7.1
7.2. Payment Schedule	7.2
7.3. Milestone & Timelines	7.3
7.4. Review and Monitoring of Agency's Work	7.4
General Conditions of Contract	
12.1. Signing of Contract	12.1
12.2. Execution of agreement	12.2
12.3. Failure to agree with the "Terms and Conditions" of the Tender	12.3
12.4. Contract Documents	12.4
12.5. Governing Law	12.5

12.6. Recoveries from Agency	12.6
12.7. Taxes & Duties	12.7
12.8. Copyright	12.8
12.9. Force Majeure	12.9
12.10. Termination	12.10
12.11. Termination for Default	12.11
12.12. Termination for Insolvency	12.12
12.13. Termination for Convenience	12.13
12.14. Settlement of Disputes	12.14
12.15. Other Conditions	12.15
12.16. Limitation of Liability	12.16
12.17. Liquidated Damages	12.17
12.18. Exit Management on Contract Completion/Termination:	12.18
12.1. Signing of Contract	12.1
12.2. Execution of agreement	12.2
12.3. Failure to agree with the “Terms and Conditions” of the Tender	12.3
12.4. Contract Documents	12.4
12.5. Governing Law	12.5
12.6. Recoveries from Agency	12.6
12.7. Taxes & Duties	12.7
12.8. Copyright	12.8
12.9. Force Majeure	12.9
12.10. Termination	12.10
12.11. Termination for Default	12.11
12.12. Termination for Insolvency	12.12
12.13. Termination for Convenience	12.13
12.14. Settlement of Disputes	12.14
12.15. Other Conditions	12.15
12.16. Limitation of Liability	12.16
12.17. Liquidated Damages	12.17
12.18. Exit Management on Contract Completion/Termination:	12.18
Special Conditions of Contract	
13.1. Period of Contract	13.1
13.1. Period of Contract	13.1
Forms & Formats	
14.1. Annexure - 1: Pre-Bid Queries Format	14.1
14.2. Annexure - 2: Bid Cover Letter	14.2

14.3. Annexure - 3: Checklist for Eligibility / Qualification Criteria Compliance	14.3
14.4. Annexure - 4: Bidders Experience of Providing WhatsApp Business & Chatbot Solution	14.4
14.5. Annexure - 5: Agency/ Company information	14.5
14.6. Annexure - 6: FINANCIAL PROPOSAL FORMAT	14.6
14.6.1. Annexure 6.1 – Financial Bid Covering Letter:	14.6.1
14.6.2. Annexure – 6.2 – Financial Bid Form:	14.6.2
14.6.3. Financial Bid (Use for L1 Calculation):	14.6.3
14.6.4. Development and Migration Cost (A):	14.6.4
14.6.5. Operations and Maintenance Cost (B):	14.6.5
14.6.6. Messaging Charges (C):	14.6.6
14.7. Annexure - 7: Self-Declaration	14.7
14.8. Annexure - 8: CA Certificate format for Turnover (Indicative Format)	14.8
14.9. Annexure -9: Technical Capability – Chat Bot Builder Features (Indicative Format)	14.9
14.10. Annexure-10: Probable grounds of rejection or non-consideration of submitted document in bid	14.10
14.11. Annexure - 11: CA Certificate for Project Status (Indicative Format)	14.11

Abbreviations & Definitions

Authorized Signatory	The proposer's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective agency.
Bidder/ Legal Entity	Entity bidding as a response to this RFP
MPSEDC	Madhya Pradesh State Electronics Corporation Limited
Competent Authority	An authority or officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement. Project Director, MPSEDC in this RFP document.
RFP	Request for Proposal
Day	A calendar day as per GoMP/ GoI.
GoI/ GoMP	Govt. of India/ Govt. of Madhya Pradesh
Committee	Committee formed by the Madhya Pradesh State Electronics Development Corporation Limited for the purposes of processing and evaluation of this bid
Services	The work to be performed by the agency pursuant to the selection by MPSEDC and to the contract to be signed by the parties in pursuance of any specific assignment awarded to them by MPSEDC
INR	Indian Rupee
IT	Information Technology
IPR	Intellectual Property Rights means any and all copyright, moral rights, trademark, patent and other intellectual and proprietary rights, title and interest, world-wide, whether vested, contingent or future, including without limitation all economic rights and all exclusive rights to reproduce, fix, adapt, modify, translate, create, derivative works form, manufacture, introduce into circulation, publish, distribute, sell, license, sublicense, transfer, rent, lease, transmit or

Authorized Signatory	The proposer's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective agency.
	provide access electronically, broadcast, display, enter into computer memory or otherwise use any portion or copy in whole or in part, in any form, directly or indirectly, or to authorize or assign others to do so.
MPSEDC	Madhya Pradesh State Electronics Development Corporation Limited
NIT	Notice Inviting Tender
Notification	A notification published in the Official Gazette
PAN	Permanent Account Number
GST	Goods and Service Tax
EPF	Employee Provident Fund
Effective date	The date from which the contract comes into force and effect
PC	Procurement/ Purchase Committee
Proposal	A formal offer made in pursuance of an invitation by MPSEDC and includes any tender, proposal or quotation
Proposer	Any person/ agency/ company/ contractor/ supplier/ agency participating in the procurement/ RFP process with the procurement entity

Service Provider/Agency	Any Firm / agency/ company/ contractor/ supplier participating in the procurement/ RFP process with the procurement entity
Tender Process	The process of procurement extending from the issue of invitation to proposals till the award of the procurement contract or cancellation of the Tender Process, as the case may be
EMD	Earnest Money Deposit
PBG	Performance Bank Guarantee
LoI	Letter of Intent
WO/ PO	Work Order/ Purchase Order
MN	Mobile Number
UAT	User Acceptance Testing
RBI	Reserve Bank of India

Notice Inviting Tender

ANNEXURES

14.1 Annexure - 1: Pre-Bid Queries Format

14.2 Annexure - 2: Bid Cover Letter

14.3 Annexure - 3: Checklist for Eligibility / Qualification Criteria Compliance

14.4 Annexure - 4: Bidders Experience of Providing WhatsApp Business & Chatbot Solution

14.5 Annexure - 5: Agency/ Company information

14.6 Annexure - 6: FINANCIAL PROPOSAL FORMAT

14.6.1 Annexure 6.1 – Financial Bid Covering Letter:

14.6.2 Annexure – 6.2 – Financial Bid Form:

14.6.3 Financial Bid (Use for L1 Calculation):

14.6.4 Development and Migration Cost (A):

14.6.5 Operations and Maintenance Cost (B):

Notice for Inviting Tender (NIT)

MPSEDC/Tech/2024/583 Bhopal, Date: 05/10/2024

MPSEDC invites proposals from suitable agencies for Selection of Agency for Rate Contract to Provide WhatsApp Business Services & Chatbot Solution.

For detail scope of work and other terms and conditions, please refer the tender document available at <https://mptenders.gov.in>. Interested Agencies who qualify as per the criteria mentioned in the tender document, may submit their proposals online through the <https://mptenders.gov.in> only latest by 28/10/2024 till 3.00 PM.

Any updated, corrigendum, addendum etc. shall be made available only at MP Tenders portal.

(Project Director) MPSEDC, BHOPAL

Schedule & Key Dates

Schedule of RFP

1	Tender No.	MPSEDC/Tech/2024/583
2	Nature of Work	Selection of Agency for Rate Contract to Provide WhatsApp Business Services & Chatbot Solution to MPSEDC
3	Proposals Invited by	Project Director, Madhya Pradesh State Electronics Development Corporation Address: State IT Centre, 47-A, Arera Hills, Bhopal. Ph: 0755-2518305
4	Date of issue of RFP document	05/10/2024
5	Last date for submission of written queries for clarifications to:	09/10/2024
6	Pre-bid Conference Date and Location	10/10/2024 at 03:00 PM, through following Online Meeting “ https://meet.google.com/mts-azsh-quo “ and at Madhya Pradesh State Electronics Development Corporation Address: State IT Centre, 47-A, Arera Hills, Bhopal. Ph: 0755-2518305
7	Start Date for Submission of Proposals	From 15/10/2024 at 10:30 AM

1	Tender No.	MPSEDC/Tech/2024/583
8	Last Date for Submission of Proposals	28/10/2024 till 3:00 PM
9	Date of Opening of PQ cum Technical Bid	29/10/2024 at 3:00 PM
10	Date of Opening of Financial Proposals	Will be communicated to the bidders shortlisted for financial proposal.
11	Place of Submission & Opening of Proposals	Online on https://mptenders.gov.in/
12	Address for Communication	2nd Floor, MPSEDC, State IT Centre, 47-A, Arera Hills, Bhopal. Email: whatsappservice@mp.gov.in
13	Websites for downloading Tender Document, Corrigendum's, Addendums etc.	https://mptenders.gov.in/
14	Cost of Document	Rs. 1000/- (non-refundable) along with the e-Procurement Processing fees (to be paid online on mptenders portal)
15	EMD	Rs. 33 Lacs (Rupees Thirty Three Lacs) to be paid online on mptenders portal
16	Performance Security	3% of Contract Value
17	Proposal's Validity	180 days from the Proposal's submission date.

- MPSEDC reserves all the rights to cancel the process and reject any or all of the proposals at any time.
- No contractual obligation whatsoever does arise from the Tender document/process unless and until a formal contract is signed and executed between MPSEDC and the successful proposers.
- MPSEDC disclaims any factual or other errors in the tender document (the onus is purely on the individual proposers to verify such information) and the information provided therein are intended only to help the proposers to prepare a logical proposal.

Project Profile & Background

Background Information

2.1 About MPSEDC

MPSEDC is the agency of the state working towards promotion & implementation of IT and e-Governance. It is the single-point of access to any IT business opportunity in Madhya Pradesh and encourages various players in the field of IT to come forward and invest in the state of Madhya Pradesh. MPSEDC is committed to generate IT business for the public/private sector with a mandate from the Government to develop IT in the state. This includes opportunities for software development, supply of hardware & peripherals, networking and connectivity, web applications, e-commerce, IT training and an entire gamut of direct and indirect IT businesses, to promote use of IT and ITES in various Departments, Corporations, Companies, Societies, Boards etc. of Government of Madhya Pradesh. The scope would include Consultancy, Software Development, Hardware/Software procurement, Training, Testing, Networking, Recruitment of IT professionals and development of specified areas as Hardware and Software Technology Parks. The Corporation is also involved in emerging areas in the field of Information Technology.

2.2 RFP Background

In the modern era of digital governance, it is imperative for government bodies to employ innovative and efficient methods to engage with citizens. WhatsApp has emerged as a popular and convenient platform for communication. The Madhya Pradesh State Electronics Development Corporation (MPSEDC) recognizes the potential of WhatsApp to enhance government-citizen interactions, improve service delivery, and effectively disseminate information. The primary goal of this project is to leverage WhatsApp to create a direct and accessible channel for citizens to engage with the government.

MPSEDC is actively working towards the promotion and implementation of IT and e-Governance initiatives across the state and serving as the nodal agency to providing WhatsApp services to government departments and organizations. Currently, MPSEDC is currently providing WhatsApp services to 26 departments and organizations, however this number may expand or decrease depending upon the requirement

The selected bidder will be responsible for providing all specified services and updates as outlined in the documents and Scope of Work to MPSEDC for its clientele, including Central and State Government departments, organizations, trusts, and other entities.

Instructions to Bidders

Instruction to Bidders

- 9.1 Earnest Money Deposit (EMD)
- 9.2 Performance Security
- 9.3 Sale of Bidding/ Tender Documents
- 9.4 Pre-bid Meeting/ Clarifications
- 9.5 Changes in the Bidding Document
- 9.6 Period of Validity of Bids

Registration

- I. Bidders are required to enrol on the MP e-Tender module of the Central Public Procurement Portal (URL: <https://mptenders.gov.in/nicgep/app>) by clicking on the link “Online bidder Enrolment” on the MP TENDERS Portal which is free of charge.
- II. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- III. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the MP TENDERS Portal.
- IV. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- V. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- VI. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

Searching for Tender Documents

- There are various search options built in the MP TENDERS Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search

parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the MP TENDERS Portal.

- Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the MP TENDERS Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

Pre-Bid Meeting & Clarifications

Instruction to Bidders

9.1 Earnest Money Deposit (EMD)

- a) The bidder shall submit Earnest Money Deposit (EMD) of an amount as mentioned in section 1 -Schedule of RFP, which shall be deposited online during the submission of the tender on e-Procurement portal.
- b) Unsuccessful bidder's EMD will be released within 30 working days of issuing of work order or signing of agreement with successful agencies.
- c) The successful bidder's EMD will be returned after submission of performance security.
- d) The EMD may be forfeited in the following cases:
 - i. If a bidder withdraws his proposal or increases his quoted prices during the period of proposal validity or its extended period, if any; or
 - ii. In the case of a successful bidder, if it fails within the specified time limit to sign the agreement.

9.2 Performance Security

- a) The successful agencies who are eligible to empanel with MPSEDC under this engagement shall submit a Performance Guarantee of an amount as mentioned below in the form of Performance Bank Guarantee (PBG) for the engagement period plus 60 days. All charges with respect to the Performance Security shall be borne by the bidder.
- b) The selected agencies are required to submit the Performance bank guarantee of the amount as mentioned in schedule of RFP along with the signed agreement.
- c) The Performance Security shall be returned 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 security.
- d) This security may be invoked on violation of any of the conditions given below:
 - i. Bidder is not able to deliver services as per SLA.
 - ii. The bidder or his employee is involved in any unlawful activity during its engagement with MPSEDC.
 - iii. If the Bidder is non-responsive to the requirements raised by MPSEDC for consecutive 3 times.

9.3 Sale of Bidding/ Tender Documents

- a) The sale of bidding documents shall be commenced from the date of publication of NIT and shall be stopped one day prior to the date of opening of Bid. The complete bidding document shall be placed on the e-Procurement portal. The prospective bidders shall be permitted to download the bidding document from the websites and pay its price while submitting the Bid to the procuring entity.

9.4 Pre-bid Meeting/ Clarifications

Any prospective proposer may, in writing, seek clarifications from MPSEDC in respect of the RFP document.

- a) A pre-bid meeting shall also be scheduled by MPSEDC as per the details mentioned in the RFP and to clarify doubts of potential proposers in respect of the RFP.
- b) The prospective bidder requiring any clarification on the tender shall contact MPSEDC through email by sending their queries at whatsappservice@mp.gov.in in the format as per Annexure - 1.
- c) MPSEDC will provide clarifications to only those queries which would be received as specified in “Schedule of RFP”. All future correspondence/corrigendum shall be published on <https://mptenders.gov.in/>.

9.5 Changes in the Bidding Document

- a) At any time, prior to the deadline for submission of Bids, the procuring entity may for any reason, whether on its own initiative or as a result of a request for clarification by a bidder, modify the bidding documents by issuing an addendum in accordance with the provisions below.
- b) In case, any modification is made to the bidding document or any clarification is issued which materially affects the terms contained in the bidding document, the procuring entity shall publish such modification or clarification in the same manner as the publication of the initial bidding document.
- c) In case, a clarification or modification is issued to the bidding document, the procuring entity may, prior to the last date for submission of Bids, extend such time limit in order to allow the bidders sufficient time to take into account the clarification or modification, as the case may be, while submitting their Bids.
- d) Any bidder, who has submitted his Bid in response to the original invitation, shall have the opportunity to modify or re-submit it, as the case may be, within the period of time originally allotted or such extended time as may be allowed for submission of Bids, when changes are made to the bidding document by the procuring entity; provided that the Bid last submitted or the Bid as modified by the bidder shall be considered for evaluation.
- e) Any corrigendum issued in this regard shall be uploaded on <https://mptenders.gov.in>.

9.6 Period of Validity of Bids

The proposals submitted by bidders shall be valid for a period of 180 days from the date of submission of the proposal. On completion of the validity period, in case required, MPSEDC would

solicit the bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing by post or email.

Assistance to Bidders

- Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- Any queries relating to the process of online bid submission or queries relating to MP TENDERS Portal in general may be directed to the 24x7 MP TENDERS Portal Helpdesk.

Preparation of Bids

PQ cum Technical Proposal –

The PQ cum Technical Proposal shall contain the following information:

- i. Covering letter as per Annexure-2
- ii. Checklist for Pre-Qualification & Technical Evaluation Criteria Compliance in Annexure-3
- iii. Project details as per Annexure-4
- iv. Organization & Official contact details as per Annexure-5
- v. Self-declaration as per Annexure – 7

- vi. CA Certificate for turnover as per Annexure – 8
- vii. Any additional information or document that the bidder may think fit but not included elsewhere in the proposal, which will help MPSEDC to assess the capabilities of the Agency.

Note:

- 1. The PQ cum Technical Proposal shall not include any financial proposal information. If mentioned, the proposal shall be rejected.
- 2. During PQ cum technical evaluation, clarification on already submitted documents may be sought by MPSEDC, through written communication, to which the bidder should respond within the timelines given.

Financial Proposal -

- i. After verifying the eligibility criteria, MPSEDC shall notify the shortlisted bidders indicating the date, time and place for financial proposal opening. The Financial bid of eligible Bidders shall be opened in the presence of Bidders /authorized representatives who choose to attend.
- ii. The Financial bid shall be submitted in the format given on <https://mptenders.gov.in> as per Annexure - 6 and should not have any deviations, restrictive statements, etc. therein. Otherwise, such proposal is liable to be rejected at the sole discretion of MPSEDC.
- iii. All the prices shall be entered in Indian Rupees ONLY (% values are not allowed).
- iv. If any difference in the figures or words is found, then the value in words shall prevail.
- v. In case any bidder has failed to quote for any/all the items in the Financial Bid Formats, the bid submitted by that bidder will be rejected and its EMD will be forfeited.
- vi. Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted figures will be entertained after the proposals are submitted to MPSEDC

10.2 Cost & Language of Bidding

- a) The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the procuring entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- b) The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the procuring entity, shall be written only in English Language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English/ Hindi language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

10.3 Alternative/ Multiple Bids

Alternative/ Multiple Bids shall not be considered at all.

10.4 Instructions for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the MP TENDERS Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the MP TENDERS Portal, prepare their bids in accordance with the requirements and submitting their bids online on the MP TENDERS Portal.

More information useful for submitting online bids on the MP TENDERS Portal may be obtained at: <https://mptenders.gov.in/nicgep/app>

- Bidder should take into account any corrigendum published on the tender document before submitting their bids.

- Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid. Also any conditional bid shall be liable to be rejected.
- Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Submission of Bids

Submission of Proposal

- 10.1 Proposal Submission
- 10.2 Cost & Language of Bidding
- 10.3 Alternative/ Multiple Bids
- 10.4 Instructions for Online Bid Submission

Submission of Proposal

10.1 Proposal Submission

The proposal shall be submitted as per the schedule given in the “Schedule of RFP”. The PQ cum Technical Proposal and Financial Proposal shall be submitted online on MP Tender portal separately as follows under the specified areas as follows:

Part 1: PQ cum Technical Proposal Part 2: Financial Proposal

- Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to

be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

- The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

- All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

Opening of Bids

Opening of Proposals

- 11.1 Proposal Evaluation
- 11.2 Preliminary Evaluation
- 11.3 Technical Evaluation
- 11.4 Evaluation of Financial Proposal
- 11.5 Selection Method
- 11.6 Execution of Proposal/Disqualification
- 11.7 Information and Publication of Award
- 11.8 MPSEDC's Right to Accept OR Reject any OR All Proposals
- 11.9 Selection of Agency
- 11.10 Late Proposal
- 11.11 Cancellation of Tender Process
- 11.12 Interference with Tender Process
- 11.13 Debarment from Bidding
- 11.14 Monitoring of Contract
- 11.15 Corrupt/Fraudulent Practices
- 11.16 Sub-Contracting
- 11.17 Withdrawal, Substitution, and Modification of Bids
- 11.18 Clarification of Bids
- 11.19 Information and publication of award
- 11.20 Procuring entity's right to accept or reject any or all Bids
- 11.21 Execution of agreement

11.22 Confidential Information

11.23 Verification of Eligibility Documents by MPSEDC

11.24 Issuance of Work Order under Rate Contract

Opening of Proposals

- Initially the PQ cum technical proposal containing “Part 1: PQ cum Technical Proposal “shall be opened online in the first instance in the presence of representatives of the bidders at the time and place as mentioned in the Section – 1 “Schedule of RFP”.
- Bids would be evaluation with respect to Eligibility criteria’s. The bidders who would be found to be eligible, shall be evaluated as per the technical evaluation criteria’s.
- Financial proposal of only those bidders, whose proposals qualify after PQ cum technical evaluation, will be opened through online portal at MPSEDC in the presence of the bidder’s representative subsequently for further evaluation as per “Schedule of RFP”.
- One authorized representative of each of the bidders would be permitted to be present at the time of aforementioned opening of the proposal.

11.1 Proposal Evaluation

11.2 Preliminary Evaluation

- I. MPSEDC will constitute a Proposal evaluation committee to evaluate the responses of the bidders. The Proposal evaluation committee constituted by MPSEDC shall conduct a preliminary scrutiny of the opened Proposals to assess the prima-facie responsiveness and ensure that the: -
 - a. Proposal is as per the requirements listed in the RFP document.
 - b. Proposal is valid for the period, specified in the RFP document.
- II. The Proposal Evaluation Committee constituted by the MPSEDC shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
- III. The decision of the Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of evaluation with the Committee.
- IV. The Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.
- V. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP. No enquiry shall be made by the bidder(s) during the course of evaluation of the tender, after opening of proposal, till final decision is conveyed to the successful bidder(s).
- VI. However, the Committee/its authorized representative and MPSEDC Bhopal can make any enquiry/ seek clarification on submitted documents from the bidders, which the bidders must furnish within the stipulated time else the bids of such defaulting bidders will be rejected.

11.3 Technical Evaluation

- I. Technical evaluation will be carried out only for those bidders who qualifies the Pre-qualification stage. The Technical evaluation will be carried on the parameters/criteria mentioned in this RFP document.
- II. The bidders are required to furnish documents to establish their eligibility (indicating the reference page number in the proposal against the proof submitted) for each of the items given in “Eligibility Criteria” of this RFP. Relevant portions in the documents should be highlighted. If a proposal is not accompanied with all necessary documents, it may be summarily rejected.
- III. Undertaking for subsequent submission of any of the eligibility documents will not be entertained. However, MPSEDC reserves the right to seek fresh set of documents or seek clarifications on the already submitted documents.
- IV. Upon verification, evaluation/assessment, if in case, any information furnished by the bidder is found to be false / incorrect, their proposal will be summarily rejected and no correspondence on the same shall be entertained.

- V. Submission of false/forged documents will lead to forfeiture of EMD and blacklisting of agency for a minimum period of 3 years from participating in MPSEDC tenders.
- VI. Financial proposal evaluation will be done only for those bidders who have been found to be in compliance with the PQ cum Technical Evaluation.

11.4 Evaluation of Financial Proposal

- The Financial Proposal of only those bidders who qualify the PQ cum Technical Evaluation will be opened on a specified date and time to be intimated to the respective bidders by MPSEDC, and the same will be evaluated by a duly constituted Committee.
- The financial bid shall include all duties, levies, taxes except for GST, which shall be payable as per extra on the basis of the prevailing tax rates.
- If there is any discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and will be considered for further calculations.
- if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to clause (iii) above.

11.5 Selection Method

- The Bidder will be selected on Lowest Cost (L1) basis.
- The Bidder who has submitted the lowest commercial Bid shall be selected as the L1 and shall be called for further process leading to the award of the assignment.
- In the event of two or more Lowest Cost (L1) bids (a Tie Situation), the selection will be based on the bidder with the highest mark in the "Technical Score (TS)" according to the Technical evaluation criteria. Moreover, if the bidders have the same technical score, the selection will then be determined by the bidder with the highest average financial turnover for the last three financial years, calculated in accordance with the PQ clause.
- In case the L1 fails to sign the agreement then MPSEDC reserves the right to roll out the offer to the L2 and subsequent Bidders in the order of sequence at L1 Price.
- MPSEDC reserves the right to empanel other qualified Bidders at L1 Rate. However, the preference would be given to the L1 Bidder.
- MPSEDC maintains a waiting list of eligible bidders for a duration of 6 months who qualify the PQ cum Technical Evaluation. In the event that the L1 bidder is unable to provide the specified services outlined in the RFP or is separated or terminated for any reason within this period, MPSEDC retains the authority to consider the L2 bidder. The eligible bidder on the waiting list will then have the chance to be selected by MPSEDC at L1 rates. Selection among the eligible bidders on the waiting list will follow the order of L3, L4, and so forth.

11.6 Execution of Proposal/Disqualification

MPSEDC may exclude or disqualify a proposal if:

- The information submitted, concerning the qualifications of the proposer, was false or constituted a misrepresentation; or
- The information submitted, concerning the qualifications of the proposer, was materially inaccurate or incomplete; and
- The proposer is not qualified as per pre-qualification/ eligibility criteria mentioned in the bidding document;
- IV. The proposal materially departs from the requirements specified in the proposal or it contains false information;
- V. The proposer submitting the proposal, his agent or any one acting on his behalf, gave or agreed to give, to any officer or employee of the MPSEDC or other governmental authority a gratification in any form or any other thing

of value so as to unduly influence the Tender Process;

- VI. A proposer, in the opinion of the MPSEDC, has a conflict of interest materially affecting fair competition.
- VII. A proposal shall be excluded/ disqualified as soon as the cause for its exclusion/disqualification is discovered.
- VIII. Any attempt by a bidder to influence MPSEDC in the evaluation of the proposal or contract award decisions may result in the rejection of its proposal.

11.7 Information and Publication of Award

Information of award of contract shall be communicated to all participating proposers through MP Tender portal.

11.8 MPSEDC's Right to Accept OR Reject any OR All Proposals

MPSEDC reserves the right to accept or reject any proposals, and to annul (cancel) the RFP process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the proposers.

11.9 Selection of Agency

MPSEDC will sign the engagement agreement with the successful bidder(s) for the period stated in the RFP document.

11.10 Late Proposal

Proposal submitted after due date and time shall not be accepted.

11.11 Cancellation of Tender Process

- I. If any bidding process has been cancelled, it shall not be reopened but it shall not prevent MPSEDC from initiating a new proposal process for the same subject matter of procurement, if required.
- II. MPSEDC may, for reasons to be recorded in writing, cancel the process of procurement initiated by it at any time prior to the acceptance of the successful proposals; or after the successful proposal is accepted in accordance with below:
 - a. If a proposer is convicted of any offence under the prevailing law, MPSEDC may:
 - i. Cancel the relevant Tender Process if the proposal of the convicted proposer has been declared as successful but no procurement contract has been entered into;
 - ii. Rescind the relevant contract or forfeit the payment of all or a part of the contract value if the procurement contract has been entered into between MPSEDC and the convicted proposer.

b. If it determines that the bidder recommended for award or on whom the contract / award has already been placed has engaged in corrupt or fraudulent practices in competing for the contract/award in question.

The decision of MPSEDC to cancel the procurement and reasons for such decision shall be immediately communicated to all proposers that participated in the tender process.

11.12 Interference with Tender Process

For a proposer who withdraws from the tender process after opening of financial proposal / withdraws from the tender process after being declared the successful proposer / fails to enter into contract after being declared the successful proposer / fails to provide performance security or any other document or security required in terms of the bidding documents after being declared the successful proposer, without valid grounds, shall, in addition to the recourse available in the bidding document or the contract, EMD submitted will be forfeited.

11.13 Debarment from Bidding

- I. If MPSEDC finds that a proposer has breached the code of integrity prescribed in the RFP, it may debar the proposer for a period of three years.

- II. Where the entire proposal security or the entire performance security or any substitute thereof, as the case may be, of a proposer has been forfeiture by MPSEDC in respect of any tender process or procurement contract, the proposer may be debarred from participating in any tender process undertaken by MPSEDC for a period of three years.
- III. MPSEDC, as the case may be, shall not debar a proposer under this section unless such proposer has been given a reasonable opportunity of being heard.

11.14 Monitoring of Contract

If delay in delivery of service is observed, a performance notice would be given to the selected proposer to speed up the delivery. Any change in the constitution of the agency etc. shall be notified forth with by the contractor in writing to MPSEDC within thirty days of such change. Such change shall not relieve the agency, from any liability under the contract.

The selected proposer shall not assign or sub-let his contract or any substantial part thereof to any other agency.

11.15 Corrupt/Fraudulent Practices

- I. MPSEDC requires that the bidders under this tender shall observe the highest standards of ethics during the execution of such contracts. In pursuance of this policy, MPSEDC defines the terms set forth as follows:
 - a. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the award of the contract, in contract execution;

b. "Fraudulent practice" means a misrepresentation of facts in order to influence award of contract or an execution of a contract to the detriment of MPSEDC, and includes collusive practice among bidders (prior to or after proposal submission) to deprive MPSEDC of the benefits of the free and open competition.

II. In the event of corrupt practice and fraudulence, in addition to penal action as per the terms and conditions of the contract, legal action may also be initiated against the concerned. Apart from termination of contract, MPSEDC may also forfeit the PBG submitted by the bidder.

III. MPSEDC will suspend the award of contract if prima-facie it is established that the bidder had engaged in corrupt or fraudulent practices in competing for the contract in question.

IV. MPSEDC will declare a bidder ineligible after giving opportunity of being heard, either indefinitely or for a stated period of time, to be awarded a contract, if at any time it is found that the bidder has engaged in corrupt and fraudulent practices in competing for, or in executing, this contract.

11.16 Sub-Contracting

The proposer shall not assign or sub-let his contract or any substantial part thereof to any other agency.

11.17 Withdrawal, Substitution, and Modification of Bids

- If permitted on e-Procurement portal, a Bidder may withdraw its Bid or re-submit its Bid (technical and/ or financial cover) as per the instructions/ procedure mentioned at e-Procurement website under the section "Bidder's Manual Kit".
- Bids withdrawn shall not be opened and processes further.

11.18 Clarification of Bids

- To assist in the examination, evaluation, comparison and qualification of the Bids, the bid evaluation committee may, at its discretion, ask any bidder for a clarification regarding its Bid.
- Any clarification submitted by a bidder with regard to its Bid that is not in response to a request by the committee shall not be considered.

- No substantive change to qualification information or to a submission, including changes aimed at making an unqualified bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.

11.19 Information and publication of award

Information of award of contract shall be communicated to all participating bidders and published on the respective website(s) as specified in NIT.

11.20 Procuring entity's right to accept or reject any or all Bids

The Procuring entity reserves the right to accept or reject any Bid, and to annul (cancel) the bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the bidders.

11.21 Execution of agreement

- a) A procurement contract shall come into force from the date on which the contract/ agreement is signed.
- b) The successful bidder shall sign the procurement contract within 15 days from the date on which the letter of acceptance or letter of intent is dispatched to the successful bidder.
- c) If the bidder, who's Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required performance security within specified period, the procuring entity shall take action against the successful bidder as per the provisions of the bidding document and Act. The procuring entity may, in such case, cancel the procurement process or if it deems fit, offer for acceptance the rates of lowest or most advantageous bidder to the next lowest or most advantageous bidder, in accordance with the criteria and procedures set out in the bidding document.
- d) The bidder will be required to execute the agreement on a non-judicial stamp of specified value at its cost and to be purchase from anywhere in Madhya Pradesh only.

11.22 Confidential Information

The RFP contains information proprietary to MPSEDC. MPSEDC requires the recipients of this RFP to maintain its contents in the same confidence as their own confidential information and refrain from reproducing it in whole or in part without the written permission of MPSEDC.

MPSEDC will not return the proposal/responses to the RFP received. The information provided by the bidder(s) will be held in confidence and will be used for the purpose of evaluation of proposal.

11.23 Verification of Eligibility Documents by MPSEDC

MPSEDC reserves right to verify all statements, information and documents submitted by the bidder in response to the tender document. The bidder shall, when so required by MPSEDC, make available all such information, evidence, and documents as may be necessary for such verifications. Any such verification or lack of verification by MPSEDC shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of MPSEDC thereunder. If any statement, information, and document submitted by the bidder is found to be false, manipulated or forged during verification process, strict action shall be taken.

11.24 Issuance of Work Order under Rate Contract

The procedure for issuance of Work Order to empanelled and rate contract firms shall be defined in Administrative Order to be issued by MPSEDC. However, the rate contract does not guarantee the bidder to receive any minimum / committed number of work order (/s) from MPSEDC.

Pre-Qualification / Eligibility Criteria

A proposer participating in the tender process shall possess the following minimum pre-qualification/ eligibility criteria.

SN		Basic	Specific Requirements	Documents Required
		Requirement		
1	Legal Entity		The Bidder shall be a legally registered entity in India and shall have been in operation for at least three years as on date of bid submission Consortiums or Joint Ventures are not allowed.	Certificates of incorporation or Registration Certificates
2	Financial Turnover		Average annual turnover of the bidder shall be at least Rs 65 Crores in India during last three financial years i.e. for the year ending March 31, 2021-22, 2022- 23, and 2023-24 as per audited financial statements.	CA Certificate along with UDIN clearly defining the turnover as per illustrative format given in Annexure - 8 along with Audited Financial Statements (Balance sheet & Profit & Loss statement) In case the financial statements for FY 2023-24 are not audited, then provisionally certified financial statements by chartered accountant can be provided Note – If the values mentioned in the submitted certificate do not match or are not available on the UDIN portal, the values available on the UDIN portal will take precedence, and further decisions will be made in accordance with the RFP.
3	Authorized Business Partner		The bidder should be official WhatsApp Business Solution Provider.	A valid Business/Channel partner certificate/Agreement from WhatsApp
4	Bidders Experience		The Bidder must have undertaken at least 3 (three) project(s) of providing services of WhatsApp Business API integration and Chatbot Solution in India with an order value of minimum Rs. 02 (Two) Crore each	Related work orders/ Agreements/ Purchase Order along with duly sealed signed certificate from end Client for such work. (email communication/ testimonials etc. would not be considered) OR

Provided that assignment shall not be of the period prior to 1st April 2020 and must have undertaken for any of the following: a. State or Central Government OR b. State or Central PSU OR c. Scheduled Commercial Banks (as per RBI's latest notification) OR d. Public/Private Limited Companies/LLP	Related Work orders/ Agreements/ Purchase Order along with Certificate from the Chartered Accountant with UDIN (with required details as mentioned in indicative format given in Annexure 11) (email communication/ testimonials etc. would not be considered) Note: a. Atleast any one of the above document should clearly define the value of the order. b. The ongoing projects can be considered if the bidder has received minimum payment of Rs. 2 crore for providing services of WhatsApp Business API integration and Chatbot Solution in India , which should be clearly substantiated by Duly sealed signed certificate from end Client for such work; or Certificate from the Chartered Accountant with UDIN (with required details as mentioned in indicative format given in Annexure 11) c. In the case of Public Limited, Private Limited/LLP clients, the provided experience or client certificate may be verified through META/WhatsApp, and only verified credentials will be considered. Additionally, for the project value to be considered, it must be supported by a Chartered Accountant certificate with a UDIN. An indicative CA certificate format is provided in Annexure – 11 d. Project details to be enclosed as per Annexure 4 given. e. If the values mentioned in the submitted certificate do not match or are not available on the UDIN
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			portal, the values available on the UDIN portal will take precedence, and further decisions will be made in accordance with the RFP.
5	Technical Capability	The bidder should have the Chatbot Builder feature via Graphical User Interface and accessible online where user should be able to build conversational chatbot directly without any kind of manual assistance from bidder. Also the chatbot developed can be later integrated with WhatsApp business, website or application.	In this regard, a duly sealed signed certificate from any end Client endorsing such work is required to be submitted as mentioned in indicative format given in Annexure - 9) Additionally, bidder needs to submit an undertaking for the comprehensive set of features offered via Chatbot Builder. (email communication/ testimonials etc. would not be considered)
4	Statutory Registrations	Shall have been registered with: - 1. GST 2. PAN	Registration copy of such valid certificates shall be enclosed as proof. Note: For a non-proprietorship firm, the PAN provided must be associated with the organization, whereas for a proprietorship firm, the provided PAN should belong to the sole proprietor
5	Mandatory Undertaking	The bidder must not be under blacklisting status by any Central/State Government department, Corporation, Board, MP State PSU, or Semi-Government organization at the time of bid submission.	An undertaking to this effect should be submitted on its letter head as per Annexure - 7: Self-Declaration

- Consortium of any mode is not allowed.
- Interested Bidders are advised to study this RFP document carefully before submitting their proposal in response to this RFP notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications. This RFP document is not transferable.
- Proposals of bidders which do not conform to all the above eligibility criteria will not be considered for technical evaluation and shall be summarily rejected without any separate notice or assigning any reason whatsoever.

Technical Evaluation Criteria

Technical evaluation will be carried out only for those bidders who qualifies the Pre-qualification stage. The Technical evaluation will be carried on the below parameters: (Bidder needs to fill the checklist given in Annexure 3)

S/N	Criteria	Evaluation Criteria	Documents required	Maximum Marks
1.	Turnover Average annual turnover of the bidder shall be at least Rs 65 Crores in India during last three financial years i.e. for the year ending March 31, 2021-22, 2022-23, and 2023-24 as per audited financial statements.	Turnover INR 65 to 100 Crores = 15 marks Above 100 upto 150 Crores = 25 marks More than INR 150 Crores = 30 marks	As per PQ Criteria no. 2 (Turnover)	30
2.	Technical Capability: Bidders Experience of undertaken assignments (Project type as per point no.4 of "Pre-Qualification Eligibility Criteria")	Assignment(s) of a value not less than Rs. 2.00 crore each: 3 to 4 Projects: 15 Marks 5 to 6 Projects: 20 marks 7 Projects or more: 30 Marks Projects should of same nature (as per point no. 4 of PQ Criteria)	As per PQ Criteria no. 4 (Technical Capability)	30

S/N	Criteria	Evaluation Criteria	Documents required	Maximum Marks
3.	Technical Capability: Value of relevant projects/Assignments undertaken (Project type as per point no. 4 of "Pre-Qualification Eligibility Criteria")	Value of one single largest assignment 2 to 3 Crores – 15 marks Above 3 upto 5 Crores – 20 Marks Above 5 crores – 30 Marks Projects should of same nature (as per point no. 4 of PQ Criteria)	As per PQ Criteria no. 4 (Technical Capability)	30
4.	Certifications: Certificate of: 1. ISO 9000/9001 family (2015 or Later Revision) 2. ISO 27000/27001 family (2013 or Latest Revision)	One Certification: 5 marks Two Certifications: 10 marks	Copy of valid certification as on bid submission date	10
Total Marks				100

The minimum technical score (TS) required to be qualified is: 60 marks

Bidders, whose bids are responsive, based on minimum qualification criteria / documents as in Pre-Qualification Criteria and score the required marks in the Technical Evaluation Criteria as above would be considered technically qualified. Price Bids of such technically qualified Bidders alone shall further be opened.

Overall Evaluation Method

Overall Evaluation

5.1 Selection Method

- The Bids received will be evaluated using L1 (Least Cost) Criteria.
- Bidders scoring more than or equal to the cut off marks in the Technical Evaluation will be eligible for commercial bid opening.
- In the event of two or more Lowest Cost (L1) bids (a Tie Situation), the selection will be based on the bidder with the highest mark in the "Technical Score (TS)" according to the Technical evaluation criteria. Moreover, if the bidders have the same technical score, the selection will then be determined by the bidder with the highest average financial turnover for the last three financial years, calculated in accordance with the PQ clause

5.2 Determination of Responsiveness

- The bid evaluation committee shall determine the responsiveness of a Bid on the basis of bidding document and the provisions of pre-qualification/ eligibility criteria of the bidding document.
- A responsive Bid is one that meets the requirements of the bidding document without any material deviation, reservation, or omission where: -
- "deviation" is a departure from the requirements specified in the bidding document;
- "reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
- "Omission" is the failure to submit part or all the information or documentation required in the bidding document.
- A material deviation, reservation, or omission is one that,
- if accepted, shall: -

- affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or
- limits in any substantial way, inconsistent with the bidding documents, the procuring entity's rights, or the bidder's obligations under the proposed contract; or
- if rectified, shall unfairly affect the competitive position of other bidders presenting responsive Bids.

d. The bid evaluation committee shall examine the technical aspects of the Bid in particular, to confirm that all requirements of bidding document have been met without any material deviation, reservation, or omission.

e. The procuring entity shall regard a Bid as responsive if it conforms to all requirements set out in the bidding document, or it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions, and other requirements set out in the bidding document, or if it contains errors or oversights that can be corrected without touching on the substance of the Bid.

5.3 Non-material Non-conformities in Bids

- The bid evaluation committee may waive any non-conformities in the Bid that do not constitute a material deviation, reservation or omission, the Bid shall be deemed to be substantially responsive.
- The bid evaluation committee may request the bidder to submit the necessary information or document within a reasonable period. Failure of the bidder to comply with the request may result evaluation based on submitted bid documents only.
- The bid evaluation committee may rectify non-material nonconformities or omissions based on the information or documentation received from the bidder under (b) above.

5.4 Tabulation of Technical Bids

- Technical Bids shall be tabulated by the bid evaluation committee in the form of a comparative statement to evaluate the qualification of the bidders against the criteria for qualification set out in the bidding document.
- The members of bid evaluation committee shall give their recommendations below the table as to which of the bidders have been found to be qualified in evaluation of Technical Bids and sign it.

The bidders who qualified in the technical evaluation shall be informed about the date, time, and place of opening of their financial Bids.

Scope of Work / Terms of Reference

Scope of Work

The selected Agency shall provide WhatsApp business service and chatbot solution for a period of 24 months including, but not limited to the following activities:

S#	Activity
1.	WhatsApp Business API
2.	Development of Chatbot Solution
3.	Chatbot Builder
4.	Migration and Maintenance of existing Chatbots and WhatsApp Business Accounts

6.1 WhatsApp Business API

- 1. Set up verified WhatsApp Business accounts of MPSEDC and other Govt. Department of Madhya Pradesh.

- 2. Providing a console to send WhatsApp notification / messages to registered/non-registered users of application developed by MPSEDC.
- 3. Providing an API to send WhatsApp notification / messages to registered/non-registered users of web application developed by MPSEDC.
- 4. The bidder is required to furnish an API for verifying user registration on WhatsApp once the necessary functionality is made available by WhatsApp/Meta, without involving any additional cost to MPSEDC.
- 5. Providing console to respond to messages received over WhatsApp.
- 6. Implement opt-in campaign for taking consumers consent for sending messages to their WhatsApp accounts. Bidder must implement opt-in campaign through various communication mechanisms like missed calls, message, email, QR code etc, existing MPSEDC channels shall be used for SMS & Email services.
- 7. Implement an automated process of sending documents like Bills, Certificate, User Manual and other notifications (due date reminders, payment receipts, notices etc.) to consumer WhatsApp accounts by integrating with various software system developed by MPSEDC which are hosted in State Data Center or with any cloud service provider.
- 8. Implement the sending of WhatsApp messages in both Hindi and English languages. The messaging framework should have the capability to send messages in various media formats supported by WhatsApp, and the file size limit should not be less than the permissible limit set by WhatsApp.
- 9. Provide web interface to MPSEDC and its user department (clients of MPSEDC) for sending WhatsApp notifications/messages to consumers.
- 10. Provide web interface/dashboard to view/download summary and detailed MIS report of sent/received/Messages Info i.e. “Delivered & Read” WhatsApp messages. This interface should be capable to provide consolidated details/reports of all WhatsApp accounts as well as individual account wise details/reports to state admin. To individual user their account details/reports should be made available.
- 11. Bidder shall also offer integration of existing Chatbot developed by MPSEDC with WhatsApp, these Chatbot can be self-hosted at MPSEDC or can also be available in any cloud platform services like – AWS-Lex, Google-Dialog Flow, Azure Bot, etc.
- 12. The successful bidder is accountable for migrating the existing chatbot, with the option to integrate or replace it. The proposed migration process is to be outlined by the successful bidder.
- 13. Bidder shall also offer API for integration of Chatbot with payment gateways, receipt gateways, ASBA, enterprise level work flows and with other third party gateways.
- 14. The bidder shall also provide an API for login services and OTP authentication through WhatsApp, to be utilized by a web application or mobile app developed by MPSEDC or any third party service provider.
- 15. Bidder shall also offer API for Voice to Text conversion in WhatsApp business account.
- 16. Often, promotional messages related to government schemes for citizen services are incorrectly categorized as marketing messages. The bidder is required to offer content improvement support to reframe such messages and appropriately categorize them under the Service/Utility category.
- 17. The bidder is responsible for furnishing any new APIs developed by META/WhatsApp throughout the entire project duration, including but not limited to AI services and other development-related features introduced by META/WhatsApp.

6.2 Development of Chatbot Solution

- 1. Design, develop and customize and implement state of art chatbot solution, after careful requirement analysis, in line with modern software development practices (SDLC), hereafter referred as chatbot, capable of auto-answering customer/user queries related to General Information, Tracking Status of an Application, Receipts, Bill, Payments, Registration, Complaints etc.

- 2. Chatbot will help customer/user with their queries related to viewing of Tracking of application Status, Payment Receipts, Registration of complaints, knowing application's status, knowing the eligibility etc.
 - 3. Chatbot shall offer an interactive dialog interface for engaging customer/user in a chatbot session. In order to start conversation, chatbot shall send an interactive list of options related to different operational areas of application utility like welcome message, how to get started etc. Chatbot response shall be based on organizational knowledge base or information retrieved from various MPSEDC Software Solutions, Call Center etc.
 - 4. The Chatbot will automatically analyze the User Request, extract relevant activities and respond to the user. The response can be predefined text, a text retrieved from a knowledge base that contain different answers, a contextualized piece of information based on data the user has provided, data stored in enterprise systems, the result of an action that the chatbot performed by interacting with one or more backend application, a disambiguating question that helps the chatbot to correctly understand the user's request.
 - 5. Chatbot must use machine learning and Natural Language Processing (NLP) algorithms to train itself with variety of questions asked by consumers.
 - 6. A bidder shall help MPSEDC in creating a comprehensive knowledge base of frequently asked questions on chatbot platform.
 - 7. Chatbot needs to be integrated with services/facilities available on MPSEDC's portal, Web Applications, CRM, other applications, etc.
 - 8. Chatbot needs to be flexible to incorporate new services/facilities.
9. The Bidder shall handover all the chat bot process flow and other relevant documents to MPSEDC after completion of development period.
10. The hosting of the Chatbot builder application can take place either at the MPSEDC Data Centre or at MeitY empanelled CSPs (Cloud Service Providers). However, the bidder is responsible for covering the costs associated with hosting the application on the cloud
11. Apart from WhatsApp, bidder shall deploy chatbot solution on various MPSEDC projects, web portal, mobile app or other web applications as and when directed to do so, without any additional cost to purchaser.
12. The bidder shall provide proper Knowledge Transfer regarding development of Chatbot application to MPSEDC IT Team.
13. Bidder shall provide necessary and sufficient training to MPSEDC's team before go-live of chatbot solution, to manage application(s) and related activities.
14. Any license cost required incurred to host or develop chatbot application to be borne by the bidder itself.
15. The chat bot developed by the bidder should also continue to work even after the end of contract period with or without the requirement of taking technical support from bidder

6.3 Chatbot Builder

The Chatbot Builder feature should offer a graphical user interface where MPSEDC's teams can design and deploy chatbot as per their requirement along with the functions set of functions.

Chatbot Builder Features

S#	Feature	Detail functionality
1	User Management	The chatbot builder to offer access to multiple users at MPSEDC's team via offering separate credential for every user
2	Conversation	This feature should help defining chat flow hence it should directly map to different conversations a user can do on chat. This should also help in organizing the complete chatbot logic in meaningful component.

S#	Feature	Detail functionality
3	Properties	Properties are like custom fields. Properties help you store all the data associated with any user. The chatbot builder should support properties of type: Text, Number, Decimal, Date/Time, Phone Number, Email, Boolean, Location, Complex Objects.
4	Branching	The chatbot builder should be able to personalize the bot flow with different branches for different users. Branching helps you take decision based on user input. User can branch a conversation using any property. With branching we can make conversations as personalized as per our requirement.
5	Modular Blocks	A conversation consists of different blocks. Each block can perform one action like send message, set property, sync to CRM etc.
6	Send Message/User Input	Send Message Block should help us in composing message of different types - Text, Button, Gallery, List, Location, Quick Reply / Suggestions etc. We can use any property while composing a message to make it more personalized. It should also let us take user input and validate them. This also contain some advance features like User Typing Control, Skip Question, Customized Help/Error Message, Max Tries etc.
7	Delay/Typing	This feature should allow you to put delay in between message and also send typing indicator
8	Context Memory	The Chatbot builder should support context memory where bots store intelligent context and runs conversations based on this context. This will help to provide ideal customer chat experience
9	Starting Rules	Starting Rule should help us in defining rules for conversation matching. We can define Exact Match, Partially Match, Regex & AI based rules
10	Set Properties	This should allow us to set property values and should support complex mathematical operations and data expressions
11	Rest API	This should allow us to make Rest API calls
12	Email/SMS	This should allow us to send email or SMS to end user
13	Sync Application	The Chatbot builder should offer real time integration with us different web application
14	Assign to Human	This allows us to pass any user / lead to you support agents. The bot should stop for these users
15	Templates	This allows us to reuse messages and conversations
16	Custom Code	If there is something we still can't do, then we can write a small piece of code. Custom Code block supports multiple languages like Java, Python or C#.

The bidder should also ensure the following requirements for chat bot builder solution.

- A proper training should be given to the technical team at MPSEDC using Online platform, in-person or by providing reference material.

6.4 Migration and Maintenance of existing Chatbots and WhatsApp Business Accounts

This section outlines the procedures and responsibilities related to the transition and ongoing upkeep of current chatbots and WhatsApp Business accounts.

Migration Process

The selected agency is tasked with facilitating the seamless migration of existing chatbots and WhatsApp Business accounts. This involves the careful transfer of data, configurations, and associated settings from the current service provider to the new provider. The migration process should be executed with minimal disruption to ensure continuity of services.

The selected agency is obligated to:

- a) Coordinate with the current service provider for a smooth transition, ensuring that all necessary information is transferred securely.
- b) Verify the integrity and completeness of the migrated data, including chat histories and media.
- c) Implement any required configurations to guarantee the proper functioning of chatbots and WhatsApp Business accounts within the new environment

Maintenance of Chatbots and WhatsApp Business Accounts

Following the migration, the selected agency assumes responsibility for the ongoing maintenance of all chatbots and WhatsApp Business accounts. This includes regular monitoring, troubleshooting, and addressing any issues that may arise to ensure optimal performance. Additionally, the bidder should stay informed about updates and improvements in the field of chatbot technology and WhatsApp Business solutions, implementing relevant enhancements to enhance the functionality and efficiency of the deployed systems.

Reporting

The selected bidder is required to provide regular reports to the department/organizations, detailing the status of migrated chatbots and WhatsApp Business accounts. These reports should encompass performance metrics, issue resolutions, and any proposed improvements or optimizations.

Compliance and Security

Throughout the migration and maintenance phases, the selected agency must adhere to all relevant data protection and security regulations. Strict compliance with privacy standards and the safeguarding of sensitive information within chatbot interactions and WhatsApp communications are paramount.

6.5 Solution Specification

The proposed solution can also be hosted at MPSEDC Data Centre apart from bidder Data Centre. The proposed solution must support the following specification/features:

Technical Specifications

Dashboard

- View daily/weekly/monthly count of messages sent or received through WhatsApp for each WhatsApp business account
- Show count of messages with delivered, read, and failed status.
- Show count of currently active WhatsApp conversation with chatbot and human agent.
- Show system utilization in terms of CPU, RAM and network utilization.

User/Client Management for Chatbot

- Ability to add/delete/update user/Client accounts.
- Ability for admin to monitor agent conversation with consumers.
- Ability to suspend/activate the account and reactivate the account or subaccount as needed.

Case Management

- Ability to create cases for queries, complaints and service requests
- Ability to assign case with rule based criteria
- Ability to view and edit case details
- Ability to search solution for case in previous cases

- Ability to auto-escalate case
- Ability to integrate workflow with case management for automatic case alert, notification and escalation
- Ability to use multichannel communication for case management (email, mobile, self-service, social media) through external APIs
- Ability to assign case level tasks/activities to other users
- Ability to create and track child cases
- Ability to auto-close case
- Ability to reopen case
- Ability to authenticate customer through OTP (SMS)

Feedback Management

- Capture consumer feedback at the end of conversation.
- Capturing case feedback through email/SMS etc.
- Conducting scheduled feedback from customers
- Conduct Feedback Analysis through charts and dashboards

Knowledge Management

- Ability to create a knowledge database with Articles, Documents & Images
- Ability to search knowledge database using key words
- Ability to define approval workflow for artefacts creation/modification
- Ability to attach KM artefacts to cases

Reporting

- Ability to view and download outgoing traffic report containing messages sent with delivery status, read status and day wise traffic trend.
- Ability to view and download incoming traffic report containing all conversation messages received or sent to the consumer.
- Ability to view and download report to search conversation with mobile number and fetch the log to analyze content for troubleshooting and measuring efficiency of chatbot solution.
- All the reports related to SLA Monitoring should be available and can also be exported in .xls file
- All the reports related to SLA Monitoring and service delivery shall be provided on daily basis on designated mails.

Encryption and Security

- Ability to encrypt WhatsApp messages exchanged between MPSEDC and consumers.
- Chatbot should comply with all the guidelines issued by MEITY/MP Govt./Govt. of India and other regulatory authority from time to time at no additional cost.
- Bidder should not disclose any information in WhatsApp messages or data generated through chatbot solution with any third party.

Integration

- Provide WhatsApp business API for sending WhatsApp messages using standard communication protocols and data formats.
- Ability to integrate and retrieve data from applications running in MPSEDC.

- 24x7 Listening to log and capture customer conversation data
- Bidder shall provide API / Webservice to run a pre check of users mobile numbers registered on WhatsApp.

Testing

Bidder shall provide test plan, test methodology, test cases, carry out testing on separate test and development environment and submit test reports along with analysis and corrective measures for comprehensive and sufficient testing of functional, system and integration aspects of application(s) in initial and subsequent stages of development and deployment.

Classification and Sentiment Analysis

- Runs ML and AI based analytics on captured conversation data to figure out and store:
- Identify customer sentiment and severity
- Classify data as per categories: Request, Complaint, Compliment, Miscellaneous or custom category
- Identify the topic (keyword) of conversation
- Identify conversation attributes that help system know if it is part of an on-going conversation
- Identify misclassified data
- Identify data moved into manual category
- Support for multiple languages

Conversation Live Stream

- Display real-time conversations
- Display user profile: id (mobile number, name, account number etc.)
- Display conversation/ post attributes: Request, Complaint etc.
- Display thread of customer conversation
- Provision an agent response (manual text type) on the conversation
- Display misclassified conversation and option to mark right classification
- Display manual category conversation and option to mark new classification

Instant Response

Support for sending contextual and rule based instant response to the consumer within time duration as specified in SLA.

Rule based automatic routing of conversations using latest AI and ML techniques

- Ability to define rules for conversation routing
- Multiple level rule support for different categories of routing
- Execution of rules and auto routing to relevant departments

WhatsApp Web Page

Create a custom landing page within WhatsApp that showcases products, and services which users can access it directly from chats.

WhatsApp Flow

Create user experiences right within their chat box, without the need for users to visit an external website or download another app.

WhatsApp Developer Portal

Provide access and support related to the central hub for developers to access resources, documentation, tools, and APIs of developer portal typically includes: API documentation, Software Development Kits (SDKs, Code samples, Tutorials, Reference materials

Note 1: If META does not provide any of the specified features listed above, the bidder must independently procure the required functionality as a service and deliver it to MPSEDC at no additional cost to MPSEDC

Note 2: As Madhya Pradesh is a Hindi dominated State and official language is also Hindi Therefore Bidder should ensure that the tech support resources provided to MPSEDC and its client departments are efficient in Hindi.

SLA, Service Levels & Penalties

Service Level Agreements (SLA)

8.1 Implementation and Migration Phase:

- a) If the agency fails to complete any milestone within the time period (s) specified in clause 7.3, MPSEDC may without prejudice to its other remedies under the Agreement, levy as Penalties, Rs. 10,000 for each week or part thereof of delay, until actual delivery of performance.
- b) In the event that an agency is unable to successfully finalize the development and implementation of a Dynamic/Complex Chatbot Solution (requiring development efforts) within the agreed-upon time frame(s) or man-hour allocation, MPSEDC reserves the right, without affecting any other remedies outlined in the Agreement, to impose penalties equivalent to 0.5% of the total Man hour cost initially specified for the development and deployment per week of delay."
- c) Above penalties will be capped for maximum of 10% of total estimated contract value after which, MPSEDC may terminate the Agreement/Contract and the Performance Bank Guarantee may be forfeited.
- d) Penalty for delay in creation of WhatsApp Business Accounts will be applicable in instances where delays are solely attributable to the selected bidder. The selected bidder is accountable for any delays in the process of creating WhatsApp Business Accounts and will incur penalties as specified in the agreement. These penalties aim to ensure timely and efficient execution of account creation activities, with the selected bidder being held responsible for any undue delays within their control.

8.2 Operation Phase:

8.2.1 Definitions

- a) "Availability" means the time for which the services and facilities are available for conducting operations on the MPSeDC system including application and associated infrastructure.
- b) "Incident" refers to any event / abnormalities and disruption in the functioning of the WhatsApp Business API services that may lead to disruption in normal operations such as – sending/ receiving of messages as per the scheduled campaign plans.

8.2.2 Service Level Requirements for WhatsApp Business API services

- a) Uptime Requirements –Selected bidder is required to provide a minimum overall uptime of 99.00% for WhatsApp Business API services. The uptime shall be calculated on quarterly basis during the entire project by MPSeDC.
- b) Planned Down Time: For any major up-gradation, etc., MPSeDC, at its sole discretion, may allow the Selected bidder a planned downtime, which would not be added to the SLA downtime.

8.2.3 Downtime calculation for WhatsApp Business API services

- a) SLA Downtime would start from the 15 minutes after the date and time of reporting of problem to Selected bidder's SPOC/ Helpdesk or as automatically identified by MPSeDC whichever is earlier.
- b) Service outage due to uncontrolled conditions like natural calamity or law and order situations shall not be counted under the downtime. However, the Selected bidder shall submit appropriate justification/ documentation in this regard.
- c) For any downtime, MPSeDC support team shall issue a ticket to the support team of Selected bidder through email/phone/verbal conversation. Initial 15 minutes from the time of ticket raise shall not be covered under the SLA. After this, the downtime shall be covered under the SLA and will be the part of penalty calculation.

8.2.4 Penalty for Non-Availability/Downtime of Service/Application

Sr. No.	Measurement Parameter	Downtime in a Quarter	Penalty
1	Number of hours the WhatsApp Business API services/WhatsApp Communication Management solution is	>=0 but <2 Hours	No Penalty
2		>=2 but <8 Hours	1 % of applicable quarterly payment for FMS
3		>=8 but <16 Hours	2 % of applicable quarterly payment for FMS

Sr. No.	Measurement Parameter	Downtime in a Quarter	Penalty
4	non-functional/ non-accessible/ non-available/ non-responsive in each case of outage	>=16 but <24 Hours	5% of applicable quarterly payment for FMS
5	>=24 but <48 Hours	7.5% of applicable quarterly payment for FMS	
6	>=48 Hours	10% of applicable quarterly payment for FMS	
The penalty shall be calculated above the permissible downtime hours (downtime for maintenance or other reasons as approved by MPSeDC).		In case of service outage beyond 48 hours, additional penalty of 0.5% shall be applicable for every further 3 hours of service unavailability.	

- a) The MPSeDC also reserves the right to invoke the Performance Security furnished by the Selected Agency at the time of signing the Contract with the MPSeDC, if for any reason stated in the Contract document, the Contract of the Selected Agency is terminated.
- b) The maximum penalty for the operational phase in each quarter to be capped subject to 20% of the quarterly payments at any point during the contract.
- c) In a situation where the total penalty in a quarter exceeds 15% of the quarterly payments for that quarter, and the such situation continued for three consecutive quarters, it would be considered as a major default and such a default would give the right to MPSeDC to terminate the contract and forfeit the performance bank guarantee

Contract Period & Payment Terms

Payment Terms, Schedule, Milestone and Timelines

The overall period of the engagement of the Agency shall be Twenty-Four (24) Months as defined in the section timelines. Payment terms for complete Agency services with milestones and timelines are shown below:

7.1 Payment Terms

- I. Invoices shall have to be raised to MPSEDC on quarterly basis along with supporting documents. Payments shall be subject to deductions of any amount for which the agency is liable as per the penalty clause of this RFP document. Further, all payments shall be made subject to deduction of TDS (Tax Deduction at Source) as per the applicable Acts & Laws.
- II. Charges for WhatsApp Messages are payable solely for messages that are successfully delivered.
- III. MPSEDC reserves the rights to authenticate/verify the consumption of WhatsApp Messages in the MPSEDC Accounts from META/WhatsApp.
- IV. The charges for Facility Management Services (FMS) pertaining to WhatsApp accounts that are either created or migrated within the course of a month will be calculated and invoiced on a prorated basis. This implies that the charges will be proportionate to the duration of the month during which the account creation or migration occurred.
- V. Payment would be made in Indian Rupees only
- VI. Due payments shall be made promptly by the MPSEDC, generally within forty-five (45) days after submission of an invoice or request for payment by the supplier/ selected bidder, and the MPSEDC has accepted it.

7.2 Payment Schedule

Payment will be done as per mentioned milestone and upon submission of the progress reports detailed in 'Scope of Work'. The payment shall be released to the agency on quarterly basis on receipt of request, based on work achievement and satisfactory performance during operation phase. The agency will be asked to submit monthly work achievement on Scope of Work as mentioned in this document for assessment by MPSEDC.

Payments will be made to the Agency, after raising invoice post milestone achievement, in line with the table mentioned below:

Payment Schedule	Payment Schedule	Payment Schedule	Payment Schedule	Payment Schedule
S#	Group	Activity	Payment Schedule	Payment Milestone
1	Development and Migration Cost (Refer Section 14.6.4)	Charges for development and deployment of Dynamic/complex Chatbot Solution where development efforts required	70% of total component cost paid on quarterly basis	On successful delivery and UAT
			30% of total component cost paid on quarterly basis	Successful completion of Three months (90 Days) from the date of solution Go-Live
		Migration cost of existing Chatbots / WhatsApp business accounts	100% of Migration cost paid after successful migration and UAT of all existing WhatsApp business accounts transfer from existing agency to selected agency	On successful Migration and UAT of Chatbots / WhatsApp business accounts

Payment Schedule	Payment Schedule	Payment Schedule	Payment Schedule	Payment Schedule
2	Operations and Maintenance Cost (Refer Section 14.6.5)	FMS charges for maintenance of Active WhatsApp Account & Chatbot Solutions.	100% of Monthly Charges paid on quarterly basis for successfully activated/created accounts.	On Successful verification of Reports and SLAs by MPSEDC's designated competent authority.
3	Messaging Charges (Refer Section 14.6.6)	Charges for WhatsApp Messages Conversations	100% of total Messaging Cost as described in price bid shall be paid on quarterly basis.	The verification of notification/messages successfully delivered will be conducted through META/WhatsApp, in conjunction with the successful validation of reports and SLAs by the designated competent authority at MPSEDC.

Note: In case the existing agency shall be re-selected as successful agency for providing WhatsApp Business & Chatbot Solution then the discovered cost associated with migration activity shall not be payable.

7.3 Milestone & Timelines

The milestone & timeline is divided into 3 Phase:

- I. Implementation Phase: During this phase, agency shall be responsible for setting up the team and shall include Entire setup of the core platform, integrating this platform with department's platform / applications, Infrastructure establishment, Resource training, dashboard and other set up including UAT.
- II. Migration Phase: During this phase, agency shall be responsible for migrating the existing Chatbots / WhatsApp business accounts as outlined in the scope of work defined in the section 6 of the RFP
- III. Operation Phase: The Operation phase shall start after the completion of Implementation phase. During this phase the agency shall start their operation towards delivering their services as per the scope of work defined in the section 6 of the RFP.

The Bidder is expected to adhere to these timelines stipulated below. however, Bidder can complete the below mentioned tasks before the scheduled timelines. Non-compliance to these timelines by the Bidder would lead to Liquidated Damages as stated in this RFP:

SI No.	Key Activities (Milestone)	Timelines (In Calendar days)
01.	Date of Signing Agreement	T0
I.	Implementation Phase (T1):	
II.	Inception Report; kick off Meeting (Can be arranged through VC)	T0 + 1 Week
III.	Preparation & Submission of detailed plan of action	T0 + 2 Weeks
IV.	Entire setup of the core platform, integrating this platform with department's platform / applications, Infrastructure establishment, Resource training, dashboard and other set up	T0 + 3 Weeks
	UAT and Go-Live	T0 + 04 Weeks
02.	Migration Phase (T2):	
III.	Migrating of existing Chatbots / WhatsApp business accounts	T0 + 6 Weeks
IV.	Submission of successful migration of existing Chatbots / WhatsApp business accounts and verification of Reports by MPSEDC's designated competent authority	T0 + 8 Weeks

SI No.	Key Activities (Milestone)	Timelines (In Calendar days)
03.	Operations Phase (T3):	
I.	Start of operations for a period of 24 months	T0+24 Months
ii.	WhatsApp Business Account Creation and validation including green tic	Within a period of 10 days from the date of request

Monthly progress Reports (MPRs) to be submitted every month indicating the activities completed / ongoing / remaining as against the scheduled tasks / activities. Communication can be done through official email, which would suffice requirements of serving notice

Risk Purchase: In case, the Agency is unable to implement the solution within the given timelines and the project implementation duration extends beyond the project duration, in such case, MPSEDC reserves the rights to get the remaining part of the project delivered at the cost of the Agency, if the delay is beyond the permissible threshold level as defined by MPSEDC.

7.4 Review and Monitoring of Agency's Work

The Agency's work will be monitored by designated authority as decided by MPSEDC. The authority shall regularly review and monitor the performance of the Agency. The Agency is also required to submit the weekly progress in connection to the Milestones as mentioned in this RFP.

General Conditions of Contract

General Terms and Conditions of Proposal & Contract

12.1 Signing of Contract

12.2 Execution of agreement

12.3 Failure to agree with the "Terms and Conditions" of the Tender

12.4 Contract Documents

12.5 Governing Law

12.6 Recoveries from Agency

12.7 Taxes & Duties

12.8 Copyright

12.9 Force Majeure

12.10 Termination

12.11 Termination for Default

12.12 Termination for Insolvency

12.13 Termination for Convenience

12.14 Settlement of Disputes

12.15 Other Conditions

12.16 Limitation of Liability

12.17 Liquidated Damages

12.18 Exit Management on Contract Completion/Termination:

General Terms and Conditions of Proposal & Contract

Proposers should read these conditions carefully and comply strictly while sending their proposal.

Note: The proposer shall be deemed to have carefully examined the conditions of the services to be rendered. If the proposer has any doubts as to the meaning of any portion of these conditions, he shall, before submitting the proposal and signing the contract refer the same to MPSEDC and get clarifications.

12.1 Signing of Contract

The successful bidder(s) shall execute an agreement within 15 days from the date of issuance of Letter of Intent (LoI) (or work order if LoI is not issued) with MPSEDC. In addition to terms and conditions being mentioned hereunder, all terms and conditions of the tender and corrigendum issued shall also be applicable for the contract.

12.2 Execution of agreement

During the term of contract, the selected agency(ies) will work closely with MPSEDC and will perform the activities as per the scope of work. In case of poor performance, non-responsiveness or unjustified & repeated delays in sharing of relevant profiles of eligible candidates, MPSEDC shall terminate the agreement. In this case, the performance security shall be forfeited.

12.3 Failure to agree with the “Terms and Conditions” of the Tender

Failure of the successful bidder to agree with the Terms & Conditions of the contract shall constitute sufficient grounds for the annulment of the proposal or the award. In such circumstances, MPSEDC would reject the proposal and forfeit the EMD as specified in the document.

12.4 Contract Documents

Subject to the order of precedence set forth in the agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

12.5 Governing Law

The Contract shall be governed by and interpreted in accordance with the laws of the State of Madhya Pradesh prevalent during & at the time of signing of contract. The courts in Bhopal shall have the jurisdiction.

12.6 Recoveries from Agency

- Recovery of penalties shall be made ordinarily from bills.
- MPSEDC shall withhold amount to the extent of shortcomings of the delivery of services unless these are completed as per the SLA. In case of failure to withhold the amount, it shall be recovered from dues of the agency and performance security deposit available with MPSEDC. The balance, if any, shall be demanded from the Selected Agency(ies) and when recovery is not possible, MPSEDC shall take recourse to law in force.

12.7 Taxes & Duties

- GST, if applicable, shall not be included in the proposal price and shall be paid by MPSEDC separately on prevailing rates. All other taxes, duties, license fee and levies shall be including in the proposal price.
- TDS, if applicable for any tax, shall be done as per law in force at the time of execution of the contract.
- If any tax exemptions, reductions, allowances or privileges may be available to the successful/ selected proposer / agency, the agency shall use its best efforts to benefit from any such tax savings to the maximum allowable extent, without any negative impact on MPSEDC and the contract.

12.8 Copyright

The copyright in all materials containing data and information furnished to the Purchaser by the selected agency(ies) herein, as part of responsibility within scope of this contract, shall remain vested in MPSEDC.

12.9 Force Majeure

- Notwithstanding the provisions of conditions of contract, the successful bidder shall not be liable for forfeiture of its performance security or termination for default, if and to the extent that its' delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
- For purpose of this clause, Force Majeure means an event beyond the control of the successful bidder and not involving the successful bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to acts of MPSEDC either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- If a Force Majeure situation arises, the successful bidder shall promptly notify MPSEDC in writing of such conditions and the cause thereof. Unless otherwise directed by MPSEDC in writing, the successful bidder shall continue to perform its obligations under the contract as

far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

12.10 Termination

12.11 Termination for Default

- MPSEDC may, without prejudice to any other remedy for breach of contract, by written 60 days' notice of default sent to the selected agency(ies), terminate the contract in whole or part if the selected agency(ies) fails to deliver any or all of the systems within the period(s) specified in the contract, or within any extension thereof granted by the Purchaser pursuant to conditions of contract clause or if the successful bidder fails to perform any other obligation(s) under the Contract.
- In the event that MPSEDC terminates the Contract in whole or in part, pursuant to the conditions of contract clause, it may procure, upon such terms and in such manner, as it deems appropriate, systems or services similar to those undelivered and the selected agency(ies) shall be liable to pay MPSEDC for any excess costs for such similar systems or services. However, selected agency(ies) shall continue the performance of the Contract to the extent not terminated.

12.12 Termination for Insolvency

MPSEDC may at any time terminate the Contract by giving a written notice of at least 60 days to the selected proposer, if the selected proposer becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the selected proposer, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to MPSEDC.

12.13 Termination for Convenience

MPSEDC, by 60 days' written notice sent to the selected agency(ies), may terminate the contract, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for MPSEDC's convenience, the extent to which performance of the selected agency(ies) under the contract is terminated and the date upon which such termination becomes effective. However, any undisputed payment to the invoices of the task accomplished by selected agency(ies) would be paid by MPSEDC.

12.14 Settlement of Disputes

If any dispute of any kind whatsoever arise between MPSEDC and the successful bidder in connection with or arising out of the contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference by mutual consultation an appeal may be filed to the Principal Secretary / Secretary, Government of Madhya Pradesh, Department of Science & Technology. If still unresolved then the dispute would be

resolved as per MP Madhyastham Adhikaran Act, 1985. The place of arbitration shall be Bhopal and all legal disputes are subject to the jurisdiction of courts at Bhopal.

12.15 Other Conditions

- I. The selected agency(ies) shall bear the expenses regarding delivery of services.
- II. The selected agency(ies) shall not, under any circumstances, revise the rates already approved for services. Any request for an increase in the rates will not be entertained under any circumstances during the contract period.
- III. The selected agency(ies) shall execute the whole work in strict accordance with guidelines of MPSEDC.
- IV. MPSEDC shall reserve the right to make any alterations in or additions to the original scope of work on mutually agreed terms. Any additional work which the bidder may be directed to do in the manner specified above as part of the work shall be carried out by the bidder on the same conditions in all respects on which he agreed to do the main work and at the same rates as specified by MPSEDC.
- V. Any publicity by the bidder in which the name of MPSEDC is to be used shall be done only with the explicit written permission of MPSEDC.
- VI. In the event of any material breach of the terms of the Agreement, the Party in breach shall cure the breach within 30 days of notice. In the event the breach is not cured within stipulated time the affected party may terminate the Agreement by giving notice in writing to the other Party and client shall pay all dues payable for the services rendered till the effective date of termination

12.16 Limitation of Liability

Except in cases of gross negligence or willful misconduct: -

- I. Neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the selected agency to pay liquidated damages to MPSEDC; and
- II. The aggregate liability of the selected agency to MPSEDC, whether under the Contract, or otherwise, shall not exceed the amount specified in the Contract.
- III. The maximum aggregate liability of the selected agency shall not exceed the annual bill value or average annual bill value in case one year is not completed.

12.17 Liquidated Damages

Time is the essence of the Agreement and the delivery dates are binding on the Empanelled Agency. In the event of delay or any gross negligence in implementation of the project, for causes solely attributable to the Empanelled Agency, in meeting the deliverables, MPSEDC shall be entitled at its option to recover from the Empanelled Agency as agreed, liquidated damages, a sum of 0.5% of the value of the deliverable which suffered delay or gross negligence for each

completed week or part thereof subject to a limit of 10% of the total contract value. This right to claim any liquidated damages shall be without prejudice to other rights and remedies available to MPSEDC under the contract and law.

12.18 Exit Management on Contract Completion/Termination:

- I. Upon completion of the contract period or upon termination of the agreement for any reasons, the agency shall comply with the following:
 - a. Notify to MPSEDC forthwith the particulars of all Project Assets;
 - b. Deliver forthwith actual or constructive possession of the project, writings and documents as may be required by MPSEDC, for fully and effectively divesting the agency of all of the rights, title and interest of the agency in the Project and conveying the Project.
- II. Subject to clause (1) of exit management, upon completion of the contract period or upon termination of the agreement, the agency shall comply and conform to the following requirements in respect of the project:
 - a. All project assets including the hardware, software, documentation and any other infrastructure shall have been renewed and cured of all defects and deficiencies as necessary so that the project is compliant with the specifications and standards set forth in the RFP, agreement and any other amendments made during the contract period;
 - b. The agency delivers relevant records and reports pertaining to the project and its operation, and maintenance including all operation and maintenance records and manuals pertaining thereto and complete as on the contract completion date;
 - c. The agency executes such documents and other writings as MPSEDC may reasonably require to convey, divest and assign all the rights, title and interest of the agency in the project free from all encumbrances absolutely and free of any charge or tax to MPSEDC, or its nominee;
 - d. The agency complies with all other requirements as may be prescribed under applicable laws to complete the assignment of all the rights, title and interest of the agency in the project free from all encumbrances absolutely and free of any charge or tax to MPSEDC or its nominee.
- III. Not earlier than 3 months before the expiry of the contract period but not later than 30 (thirty) days before such expiry, or in the event of earlier termination of the contract, immediately upon but not later than 15 days from the date of issue of Termination Notice, the authorized person as nominated by MPSEDC shall verify, in the presence of a representative of the agency, compliance by the agency with the requirements set forth in relation to the project for determining the compliance therewith. If party finds any shortcomings in the requirements, it shall notify the other of the same and the agency shall rectify the same at its cost.

Special Conditions of Contract

Special Terms and Conditions of Tender & Contract

13.1 Period of Contract

Special Terms and Conditions of Tender & Contract

13.1 Period of Contract

- I. Contract will be signed with the successful bidder initially for a period of 2 (Two) years. Based on the requirement of MPSEDC and performance of the agencies, the Contract can be further extended by one (1) years on half yearly basis (Six Months), on same terms and conditions as specified in bid documents.
- II. During the entire period of contract, if the successful bidder is terminated as an Authorized Business Partner from META/WhatsApp, MPSEDC will also terminate the services contract. Additionally, the performance bank

guarantee, along with any outstanding dues of the successful bidder, will be forfeited.

Forms & Formats

ANNEXURES

14.1 Annexure - 1: Pre-Bid Queries Format

{To be filled by the bidder}

Name of the Agency:

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

Name of Person	Designation	Email-ID(s)	Contact Number	Address for Correspondence
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Query / Clarification Sought:

Sr. No.	RFP Page No.	RFP Clause No.	Clause Details	Query/ Suggestion/ Clarification
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Note: - Queries must be submitted in the prescribed format only (.XLS/ .XLSX). Queries not submitted in the prescribed format will not be considered/ responded at all by MPSEDC.

Pre-Proposal queries shall be sent at the e-mail address mentioned in the RFP, and 24 hours before Pre-bid meeting. Queries submitted post that may not be entertained.

14.2 Annexure - 2: Bid Cover Letter

{To be submitted on the letter head of the bidder}

To, Project Director, Madhya Pradesh State Electronics Development Corporation (MPSEDC) State IT Centre, 47-A, Arera Hills, Bhopal 462011

Dear Sir,

We, the undersigned, offer Proposal for _____ (RFP) in accordance with your RFP dated We are hereby submitting our proposal as per the requirements mentioned in the RFP.

We hereby declare that:

- i. All the information and statements made in this proposal are true and we accept that any misinterpretation or misrepresentation contained in this proposal may lead to our disqualification by the Client.
- ii. We meet the eligibility requirements as stated in this RFP and we confirm our understanding of our obligation to abide by the policy in regard to corrupt and fraudulent practices.
- iii. Our proposal is binding upon us and subject to any modifications/ amendments MPSEDC made before the date of submission.
- iv. We understand that the Client is not bound to accept any proposal that the Client receives.

Thanking you,

Authorized Signature {In full and initials with Seal}: Name and Title of Signatory: Name of Bidder (Agency/ Company's name): In the capacity of: Address: Contact information (phone and e-mail): Date& Time:_____ Place:_____

14.3 Annexure - 3: Checklist for Eligibility / Qualification Criteria Compliance

Checklist for Pre-Qualification Evaluation Criteria Compliance

SN	Basic Requirement	Specific Requirements	Documents Required	Ref. Page No. of Document submitted by Bidder
1	<<PQ Criteria 1>>	<<PQ Criteria 1>>	<<PQ Criteria 1>>	<< Mention Certificate/ Project name along with page no. in the bid >>
2	<<PQ Criteria 2>>	<<PQ Criteria 2>>	<<PQ Criteria 2>>	<< Mention Certificate/ Project name along with page no. in the bid >>
3	<<PQ Criteria 3>>	<<PQ Criteria 3>>	<<PQ Criteria 3>>	<< Mention Certificate/ Project name along with page no. in the bid >>

Note: Kindly use separate row for each PQ criteria.

Checklist for Technical Evaluation Criteria Compliance

Note – Bidders should enclosed require number, of projects / credentials for marking system

SN	Criteria	Documents Required	Details/ Name of the Project	Ref. Page No. of Document submitted by Bidder
1	<<TQ Criteria 1>>	<<TQ Criteria 1>>	<< Kindly fill the details >>	<< Mention Certificate/ Project name along with page no. in the bid >>
2	<<TQ Criteria 2>>	<<TQ Criteria 2>>	<< Kindly fill the details >>	<< Mention Certificate/ Project name along with page no. in the bid >>
3				
4				

Note: Kindly use separate row for each TQ criteria.

14.4 Annexure - 4: Bidders Experience of Providing WhatsApp Business & Chatbot Solution

(Please see Clause No. 3 of Eligibility Criteria)

(To be filled by bidder on its letterhead)

S. No	Item	Details
1	Name of Organization where services are provided	
1.1	Type of Organization (State/Central Govt Dept/ PSU/Corporation)	
1.2	Duration of Contract	
1.3	Value of Contract (INR)	
1.4	Name, Title & Address of the Client who can be contacted	
1.5	Short Description of Scope of work	

Note:

- Work Order/ Contract copy to be attached along with this format (Mandatory requirement)
- In case of more number of organizations this format may be prepared in separate /landscape sheet.
- This should be attached along with the eligibility criteria documents

14.5 Annexure - 5: Agency/ Company information

Following are the particulars of our organization:

S. No.	Description	Details (To be filled by the bidder)
1	Name of the bidder	
2	Regional official address (in Madhya Pradesh, if any)	
3	Phone No. and Fax No.	
4	Registered Headquarters Address	
5	Phone No. and Fax No.	
6	Web Site Address	
7	Details of Agency's Registration (Please enclose copy of the registration document)	
8	Name of Registration Authority	
9	Registration Number and Year of Registration	
10	EPF Registration Number	
11	Goods and Service Tax Registration No.	
12	Permanent Account Number (PAN)	

Note: Separate sheets and additional details may be attached wherever necessary

14.6 Annexure - 6: FINANCIAL PROPOSAL FORMAT

14.6.1 Annexure 6.1 – Financial Bid Covering Letter:

(Please note - This format is only to be submitted in Financial Bid available on MP Tender portal (www.mptenders.gov.in). No copies of filled financial bid shall be submitted with PQ cum Technical bid; else the bid shall be rejected.)

To,

14.6.2 Annexure – 6.2 – Financial Bid Form:

This is to be submitted only under the financial bid cover at e-tendering portal.

Name of the Bidder:

Address:

We submit herewith the Financial Proposal for the assignment proposed by MPSEDC:

14.6.3 Financial Bid (Use for L1 Calculation):

S#		Particulars		Total INR Cost	In Words	
				(Exclusive of GST)		
	1		2	3		4
(A)		Development & Migration Cost Grand Total (14.6.4)				

S#		Particulars			Total INR Cost		In Words		
(B)		Operations and Maintenance Cost Grand Total (14.6.5)							
(C)		Messaging Charges Grand Total (14.6.6)							
(D)		Total Amount							

14.6.4 Development and Migration Cost (A):

S#	Particulars	Unit		Estimated	INR Unit Price	Total INR Cost
				Quantity	(Exclusive	(Exclusive of
				(Approx.)	of GST)	GST)
					(To be quoted	
					by the bidder)	
				A	B	C = A*B
1	Charges for development and deployment of Dynamic/complex Chatbot Solution where development efforts required	Per Man Hours		300		
2	Migration cost of existing Chatbots / WhatsApp business accounts from existing agency	Per Account		40		
	Grand Total of "C" (In Figures)					
	Grand Total of "C" (in Words)					

14.6.5 Operations and Maintenance Cost (B):

S#	Particulars	Unit	Estimated Quantity (Approx.)	INR Unit Price (Exclusive of GST) (To be quoted by the bidder)	Total INR Cost for 2 Years (24 Months) (Exclusive of GST)
			A	B	C = A*B*24
1	FMS charges for maintenance of WhatsApp Account & Chatbot solutions	Monthly Per Account	100		
	Grand Total of "C" (In Figures)				
	Grand Total of "C" (in Words)				

14.6.6 Messaging Charges (C):

S#	Particulars	Unit	Estimated Quantity Per Year (Approx.)	Unit Cost per Conversation in INR inclusive of all taxes, duties, etc. except GST (To be quoted by the bidder)	Total INR Cost for 2 Year (Exclusive of GST)
			A	B	$C = (A*B)*2$
1	Charges for WhatsApp Message in Marketing Category	Per Conversation	1,00,00,000		
2	Charges for WhatsApp Message in Authentication Category	Per Conversation	2,00,00,000		
3	Charges for WhatsApp Message in Service Category	Per Conversation	8,00,00,000		
4	Charges for WhatsApp Message in Utility Category	Per Conversation	8,00,00,000		
	Grand Total of "C" (In Figures)				
	Grand Total of "C" (in Words)				

- The highlighted portion shall only be filled by the bidder.
- The Total Amount (D) in table 14.6.3 (Financial Bid) shall be evaluated for L1 Calculation. In case the existing service provider discovers as L1 bidder, then for normalization of bid, the L2 bidders quoted price for "Migration cost of existing Chatbots / WhatsApp business accounts from existing agency" in table "14.6.4 Development and Migration Cost (A)" shall be subtracted from the Total Amount (D) in table 14.6.3 (Financial Bid) quoted by L2 bidder to discover the normalised Total Cost, considering that migration cost shall not be payable to existing service provider therefore existing service provider will quote Nil (Zero) value for migration of existing Chatbots / WhatsApp business account.
- The Bidder is required to quote prices inclusive of cost of incidental services, applicable taxes and duties, exclusive of GST which shall be paid extra as per the prevailing rates.
- Bidder shall provide all the prices as per the prescribed format with a maximum of 2 decimal places. Bidder shall not leave any field Blank OR with Negative value quoted against any value above shall lead to rejection of proposal.
- Quantities in column [A] are tentative and normative for bid assessment, actual quantities may vary subject to prevailing conditions and public response, therefore MPSEDC cannot be asked/expected for guaranteed procurement of mentioned quantities and billing will be done on actual usage/procurement which is purely based on the other departments/clients requirement.
- Charges for WhatsApp Messages are payable solely for messages that are successfully delivered
- The term 'Per Conversation' in the financial bid refers to the 24-hour session under the current META/WhatsApp pricing policy and will be applicable in accordance to any changes in the prevailing META/WhatsApp pricing policy.
- The Payment for the aforesaid quoted value shall be paid in accordance with clause of 'Payment Terms'.

- After expiry of Period of Contract, period can be extended as per mutual consent of parties at the rates and period as negotiated, and agreed. MPSEDC reserves the right to seek telescopic reduction in price(s) with increase in demand of quantities or otherwise (e.g. the then prevailing market rates).
- In the course of the contract period, if META/WhatsApp introduces a new messaging category or a specialized category for the Government sector, the discount or premium on the Unit Cost per Conversation for these new or specialized categories will be determined based on the average discount or premium percentage quoted for existing service categories in the financial bid. This percentage will be calculated using the quoted rates in the financial bid and the prevailing META/WhatsApp rates as of the bid submission deadline (Last Date for Submission of Proposals) Additionally, if META/WhatsApp offers specialized rates to the Government sector for existing service categories during the contract period, the applicable unit cost per conversation will be the lower of either the specialized rates for the Government sector or the rates quoted in the financial bid.

11. During the contract period, if META/WhatsApp reduces the unit cost per conversation for any service category by 15% or more, MPSEDC reserves the right to request a proportional reduction in the prices quoted for those service categories in the financial bid, corresponding to the percentage decrease made by META/WhatsApp for the respective service category. The prevailing META/WhatsApp rates as of the bid submission deadline (Last Date for Submission of Proposals) will be used to determine the percentage of price reduction.

14.7 Annexure - 7: Self-Declaration

{To be submitted on the letter head of the bidder}

To, Date: Project Director Madhya Pradesh State Electronics Development Corporation (MPSEDC) State IT Centre, 47-A, Arera Hills, Bhopal 462011

In response to the Tender Ref. No. _____ dated _____ for providing WhatsApp Business & Chatbot Solution to MPSEDC, as an Owner/ Partner/ Director/ Auth. Sign. of _____, I/ We hereby declare that presently our Company/ agency _____, at the time of bidding:

- i. Possess the necessary resources and competence required by the Bidding Document issued by the MPSEDC;
- ii. Have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
- iii. is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT.
- iv. Does not have any previous transgressions with any entity in India or any other country during the last three years.
- v. Does not have any debarment or blacklisting by any other govt. department/organization/ society.
- vi. Is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons;
- vii. Does not have, and our directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the Tender Process, or not have been otherwise disqualified pursuant to debarment proceedings;
- viii. Does not have a conflict of interest as mentioned in the bidding document which materially affects the fair competition.
- ix. Will comply with the code of integrity as specified in the bidding document.
- x. We hereby accept all terms and conditions given in the RFP document.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable Act and Rules thereto prescribed by GoMP, my/ our security may be forfeiture in full and our proposal, to the extent accepted, may be cancelled.

Thanking you,

Authorized Signature {In full and initials with Seal}: Name and Title of Signatory: Name of Bidder (Agency/ Company's name): In the capacity of: Address: Contact information (phone and e-mail): Date & Time Place:

14.8 Annexure - 8: CA Certificate format for Turnover (Indicative Format)

To, {Procuring entity}, _____,

Sub: Certificate regarding Turnover in India during last three financial years i.e. for the year ending March 31, 2021-22, 2022-23, and 2023-24 as per audited financial statements.

Dear Sir, We have examined the books of account and other relevant records of <<Bidder's Name & registered Address>> based on such examination and according to the information and explanation given to us, and best of our knowledge and belief, we hereby certify the details given below for Financial years:

S#	Financial Year	Annual Turnover in India
01	2021-22	
02	2022-23	
03	2023-24	
	Total	
	Average Turnover of these three F/Y	

For and on behalf of (Chartered Accountants) Firm Registration No Membership No.....
UDIN No..... Place.....
Date:.....

14.9 Annexure -9: Technical Capability – Chat Bot Builder Features (Indicative Format)

Client Certificate

This is to certify that, M/s.....having its registered office at has been given the Work order/Purchase order/Letter of intent foras per following details:

S#	Particulars	Details
1	WO/PO/ LOI No & Date	
2	Contract Period (Start Date – End Date)	
3	Project Status On-Going/Completed	
4	Chat Bot Builder provided (Yes/No)	
5	Chat Bot Builder provided through third party (Yes/No)	

S#	Particulars	Details
6	Chat Bot Builder Features A. Graphical User Interface (Yes/No) B. Accessible online where user should be able to build conversational chatbot directly without any kind of manual assistance from bidder (Yes/No) C. Developed Chat Bot can be later integrated with WhatsApp business, website or application. (Yes/No) D. Other Features..... E. F.	

This certificate is issued on the request of vendor for the purpose of applying for the similar project elsewhere

Competent Authority (Client) (Seal & Signature)

14.10 Annexure-10: Probable grounds of rejection or non-consideration of submitted document in bid

The bid would be liable to rejected on following grounds, if the appropriate documents are not submitted along with the bid:

- a. Non-payment of tender processing fees and online EMD while submitting the bid.
- b. For Financial Turnover criteria – Both the documents shall be submitted viz CA certificate for relevant turnover & Audited Financial Statements (B/S & P/L). Non-submission of anyone document may lead to rejection of bid.
- c. No mention of UDIN on CA certificate and/or certificate is not signed on CA letterhead or grossly deviating from the given format.
- d. If the date mention in the CA certificate is later then UDIN
- e. For Technical Capability criteria
- 1. Non submission of WO/PO/Agreement along with Client Certificate/CA Certificate
- 2. For ongoing projects - Non submission of WO/PO/Agreement along with Client Certificate/ CA certificate for payment received.
- 3. No mention of amount on any one of the aforesaid documents.
- f. Mandatory undertaking of blacklisting not submitted as requisite.
- g. The bidders are required to quote for each line item in financial bid. If any bidder does not quote any rate in respect of any categories, the bid will be rejected.
- h. Submission of Financial bid in technical bid documents.
- i. Non-filling of the required formats as given in the annexures.
- j. Non submission of the document that is mentioned under the eligibility criteria and technical evaluation criteria.
- k. Non submission of any other document that is required, as mentioned in respective section of the RFP.

14.11 Annexure - 11: CA Certificate for Project Status (Indicative Format)

Project Status Certificate

Sub: Certificate Regarding Project Status:

Dear Sir, We have examined the books of account and other relevant records of <<Bidder's Name & registered Address>> based on such examination and according to the information and explanation given to us, and best of our knowledge and belief, we hereby certify the details given below:

S#	Particulars	Details
1	WO/PO/ LOI No & Date	
2	Contract Period (Start Date – End Date)	

S#	Particulars	Details
3	Project Status On-Going/Completed	
4	Brief description of the project	
5	Total value of the Project	
6	Total Payment received for the Project	

For and on behalf of (Chartered Accountants) Firm Registration No Membership No.....
UDIN No..... Place.....
Date:.....