



# Madhya Pradesh Public Service Commission

Residency Area, Indore (M.P.) 452001

E-2 NOV 2016

Vigyapti No. 11984/IT/2016

Indore, Dated 02/10/2016

## NOTICE INVITING TENDER

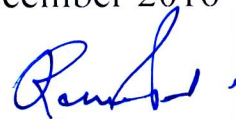
### **MPPSC invites bids for Digital/ Cyber Forensic/ Data Tempering Analysis of Examination Data**

This is to inform all interested I.T. consulting organizations that MPPSC invites agencies who have expertise and past experience in Digital/ Cyber Forensic/ Data Tempering Analysis.

Service agency having experience of handling such work may send their technical and commercial bids in sealed envelopes to MPPSC.

The detailed RFP document can be downloaded from MPPSC website <http://mppsc.com> & <http://mppsc.nic.in>.

The Last date for the receipt of the bids is 7 December 2016 by 3:00 P.M. Date, Time and venue of opening of Technical bids: 7 December 2016 by 4:00 P.M. at MPPSC Office, Residency area, Indore.

  
Secretary

# **REQUEST FOR PROPOSAL (RFP)**

## **FOR**

**Digital/ Cyber Forensic/ Data Tempering Analysis of Examination Data**



**Residency Area, Daly College Road, Indore, Madhya Pradesh 452001**

**Tel : (0731) 2702979; Fax : (0731) 2701079**

**Email: [secretarypsc-mp@nic.in](mailto:secretarypsc-mp@nic.in)**

**Website: [www.mppsc.com](http://www.mppsc.com)**

**Nov 2016**

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## ACRONYMS

|        |   |
|--------|---|
| BG     | Bank Guarantee  |
| DB     | Database  |
| BS     | Bid Security  |
| GoMP   | Government of Madhya Pradesh                                  |
| MPPSC  | Madhya Pradesh Public Service Commission                      |
| MAP_IT | Madhya Pradesh Agency for Promotion of Information Technology |
| ISO    | International Standard Organization                           |
| IT     | Information Technology  |
| IPR    | Intellectual Property Rights                                  |
| LP     | Lowest Price  |
| OP     | Offer Price   |
| OS     | Operating System  |
| OCR    | Optical Character Reader                                      |
| OMR    | Optical Mark Reader   |
| RFP    | Request for Proposal  |
| SPA    | Service Provider Agency                                       |
| SoP    | Standard Operating Procedure                                  |

## DISCLAIMER

This Request for Proposal (RFP) document is neither an agreement and nor is an offer to the prospective bidders. The purpose of this RFP document is to provide prospective bidders information that may be useful to them in the formulation of their bid for qualification pursuant to this RFP document. The assumptions, assessments, statements and information contained in this RFP document may not be complete, accurate, adequate or correct. Each bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP document and obtain independent advice from appropriate sources.

Information provided in this RFP document to the bidders is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Chairman MPPSC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Chairman MPPSC or its employees or representatives make no representation or warranty and shall have no liability to any bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP document.

The Chairman, MPPSC also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever, caused arising from reliance of any bidder upon the statements contained in this RFP document.

The Chairman, MPPSC may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP document.

The issue of this RFP document does not imply that the Chairman, MPPSC is bound to select and to appoint the Selected Bidder as Service Provider and the Chairman, MPPSC reserves the right to reject all or any of the bid without assigning any reason whatsoever.

The bidders shall bear all the costs associated with or relating to the preparation and submission of their bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Chairman, MPPSC or any other cost incurred in connection with or relating to its bid. All such costs and expenses will be borne by the bidders and the Chairman; MPPS shall not be liable in any manner, whatsoever, for the same or for any other costs or other expenses incurred by any bidder in preparation and submission of the bid, regardless of the conduct or outcome of the Bidding Process.



# REQUEST FOR PROPOSAL (RFP)

## DIGITAL/CYBER FORENSIC/ DATA TEMPERING ANALYSIS OF ENTIRE EXAM DATA

THIS RFP HAS THREE PARTS NAMELY -

**PART-I: INVITATION OF BID & BID PROCESSING**

**PART-II: AGREEMENT &**

**PART-III: TOR**

### PART-I: INVITATION OF BIDS & BID PROCESSING

#### 1.1 GENERAL

- 1.1.1 The Madhya Pradesh Public Service Commission invites sealed bids from suitable bidders to select experienced and capable Agency for **Digital/ Cyber Forensic/ Data Tempering Analysis of Examination Data** for Madhya Pradesh Public Service Commission up to 3:00 PM on 07 DEC 2016.
- 1.1.2 The bid can be submitted by hand in the office of MPPSC or by registered post. Bid submitted by ordinary post or courier services or by emails may be rejected summarily.
- 1.1.3 The agreement period shall be **Two Years**. The commission may provide data to the selected bidder during the period of agreement. The agreement may also be renewed subject to conditions specified for one more year.
- 1.1.4 RFP document may be downloaded from website <http://www.mppsc.com> or may be purchased from the office of the MPPSC Indore by paying its cost Rs. 1000/- (One thousand only) before last date of sale of Bid Document. Cost of RFP is non-refundable. If RFP document downloaded from website then a D.D. of Rs. 1000/- shall be submitted along with the bid.
- 1.1.5 Earnest money deposit or Bid Security Rs. 3,00,000/- (Three lakhs) payable by Demand draft issued by a nationalized or scheduled commercial bank in favor of the Secretary, MP Public Service Commission Indore, payable at its Indore branch and shall be submitted along with the bid.
- 1.1.6 The bidder shall quote the price to be charged by him for **Digital/ Cyber Forensic/ Data Tempering Analysis of Examination Data** per exam for different Number of Candidates in Examination.
- 1.1.7 Technical Bids (envelop1 and 2) shall be opened on the bid due date at 4:00 PM at the office of MPPSC Indore.

### 1.1.8 Time Schedule of various Tender related activities :-

| Event                                      | Description   |
|--|---|
| Bid calling date                           | 07 NOV 2016 MON   |
| Pre-bid Meeting                            | 22 NOV 2016 TUES  |
| Last date of sale/download of RFP document | 07 DEC 2016 WED till 1 P.M.   |
| Bid due date                               | 07 DEC 2016 WED till 3 p.m.   |
| Date of opening of envelop 1 and 2         | 07 DEC 2016 WED at 4 p.m.   |
| Date of Technical Presentation             | 15 DEC 2016 WED 11 P.M onwards                                      |
| Commercial bid opening date and time       | Would be communicated to shortlisted eligible bidders through email |
| Bid Security (EMD)                         | <b>Rs. 3,00,000/-</b> (Rupees Three Lakhs only)                     |
| Bid Validity Period                        | 90 days from the date of opening of bid.                            |
| Bid Security Validity Period               | 90 days from the date of opening of bid.                            |
| Performance Guarantee Value                | 10 Lakhs  |
| Performance Guarantee validity period      | 6 months after the stipulated date of completion of the Agreement   |

### 1.2 SCOPE OF WORK

Scope of work, duties and obligations of the Service Provider (the successful bidder shall be called Service Provider after agreement is executed) and obligations of the Madhya Pradesh Public Service Commission (hereinafter called Commission); have been given in *Terms of Reference (TOR)*.

### 1.3 ELIGIBILITY OF BIDDERS AND PRE-QUALIFICATION

- 1.3.1 The bidder may be proprietary firm, registered society, a firm or a corporate body or a consortium (one lead member and one more member) of companies firms or societies registered in India. However, no bidder entity or any of its members can be a member of another bidder entity.
- 1.3.2 The bidder shall not have a Conflict of Interest that affects the Bidding Process. Any bidder found to have a Conflict of Interest shall be disqualified. Whether a situation amounts to conflict of interest or not shall be determined by the **Chairman** MPPSC and his decision shall be final.
- 1.3.3 Any entity, which has been barred from participating in any project by the Central/State Government or any entity controlled by it and if the bar subsists as on the date of bid, would not be eligible to submit a bid.
- 1.3.4 The bidders should in the last 3 (three) years have neither punished or failed to perform any contract as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against him, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach of contract.

(RFP for Digital/Cyber Forensic Analysis of Post Examination Data)

- 1.3.5 The Bidder should not have any enquiry registered against him in any of the vigilance organization like CBI, EOW, SIT, STF, CVC etc and he will certify this by an affidavit.
- 1.3.6 No bidder shall be a member of another bidding entity.  
(In case of consortium each of member of consortium must satisfy individually above five conditions)

## **Qualification Criteria:**

### **Bidder must fulfill following condition of pre-qualification: Technical**

- 1.3.7 The bidder should be a company/ firm/registered society /or a consortium of companies firms or societies registered and working in India. The registered agency should be operating in India for a minimum of three years with an objective of offering relevant IT Solutions and Services. (In case of consortium each of member of consortium must be a company/ firm/society registered in India but at least one of them must be operating in India for minimum of three years)
- 1.3.8 The bidder should have average minimum annual turnover of Rs. **3 Crore** in IT related activities or Rs. **1 Crore** only in Digital Forensic and Cyber Forensic in last 3 financial years (13-14, 14-15 & 15-16). As documentary proof, Audited Balance Sheet and ITR Documents are to be submitted. In case F/Y 2015-16 Annual Reports are not prepared; a certificate of provisional financial figures duly certified by a Chartered Accountant is to be submitted. (In case of consortium this condition shall be satisfied jointly)
- 1.3.9 The bidder must have experience in **Digital/Cyber Forensic and/or Data Tempering Analysis** projects. The documentary evidence in form of work order/award of contract and completion of job with satisfaction certificate of client must be enclosed.
- 1.3.10 The bidder should have successfully completed at least **2 Digital/ Cyber Forensic/ Data Tempering Analysis** projects in Govt. Organizations, Semi Govt., Universities and Boards etc. in last 5 years. The documentary evidence in form of work order/award of contract and client satisfactory report must be enclosed.
- 1.3.11 The bidder should have his own developed software application or have ownership or Third Party Licensed software with valid permission of use for the period of agreement with MPPSC, which will be used for **Digital/ Cyber Forensic/ Data Tempering Analysis**.
- 1.3.12 The Bidder should preferably own all hardware and software used for **Digital/ Cyber Forensic/ Data Tempering Analysis**.
- 1.3.13 Bidder should preferably own the complete source code of the software being used for **Digital/ Cyber Forensic/ Data Tempering Analysis of Examination Data**.
- 1.3.14 Bidder should have certification a minimum of "ISO/IEC 27001:2013" is required.

- 1.3.15 Bidder should have in-house quality assurance group and a strong quality assurance system to do quality check of the data. Bidder should be able to substantiate the capability (as per format in Annexure 8).
- 1.3.16 The Bidder should have registration for Income Tax and Service Tax of concerned Departments.
- 1.3.17 In case of award of project, the bidder has to get registered in Madhya Pradesh for VAT and commercial tax.
- 1.3.18 All the eligibility criteria for the consortium will be evaluated on joint capacity of partners of consortium.

#### 1.4 BRIEF DESCRIPTION OF BIDDING PROCESS

- 1.4.1 The bidding process is divided in four stages for selection of the bidder for award of the project as follows:-
  - i) **Stage-1** At this stage the process involves checking of the fact whether the bidder has submitted draft for "Cost of RFP" and "Bid Security" as per clause 1.5 and 1.17
  - ii) **Stage -2** At this stage, only those bidders qualified as per Stage 1 will be further assessed on the technical parameters defined in this RFP as per clause 3.6
  - iii) **Stage -3** At this stage only those Bidders qualified as per Stage 2 will be called for presentation as per clause 3.7
  - iv) **Stage - 4** (Financial Bid) :Financial Bid of only those bidders qualified in Stage 3 will be opened on a pre-decided date and time as per clause 3.8

At the end of Stage 1, 2 and 3 the Chairman, MPPSC will notify the list of qualified bidders for next stage and in the end at Stage 4 will finally declare successful bidder.

- 1.4.2 The Bids received will be evaluated using minimum Qualifying Technical and Quality parameters of the proposed solution. Generally the bidder, who scores the Qualifying marks as per this document after evaluation, shall be the Selected Bidder for Commercial bidding.
- 1.4.3 Before submission of bids, bidders are invited to study the process of conduct of End to end question paper based online examination and to carry out at their own cost such studies as may be required for submitting their bids for award of the contract.
- 1.4.4 The RFP document including the Terms of Reference (TOR), the format of agreement, and other information pertaining / relevant to the **Digital/Cyber Forensic and/or Data Tempering Analysis** are enclosed along with the format of Technical Bid and Commercial Bid.
- 1.4.5 Bids are invited for the Conduct of **Digital/ Cyber Forensic/ Data Tempering Analysis of Examination Data** on the basis of the Process Fee Per Exam that would be payable to the bidder for the service provided as prescribed. The agreement period shall be for two years.

## **1.5 Purchase of RFP /download of RFP**

- 1.5.1 Interested bidders may purchase RFP document from office of MPPSC Indore by depositing its cost Rs. 1,000/- or download from website **www.mppsc.com**
- 1.5.2 The bidder who has downloaded the RFP document needs to deposit a demand draft of Rs. 1,000/- for the cost of the document along with the Bid.

## **1.6 NUMBER OF BIDS AND COST THEREOF**

- 1.6.1 The bidder shall submit only one bid. If more than one bid is submitted then the bidder shall not be invited for opening of Commercial bids and his Commercial bids shall not be opened.
- 1.6.2 The bidders shall bear all the costs associated with the preparation of their bids and their participation in the bid process. The Chairman, MPPSC or the commission will not be responsible or in any way liable for such costs, regardless of the outcome of the Bidding Process.

## **1.7 BID DUE DATE AND EXTENTION IN BID DUE DATE**

- 1.7.1 Bids should be submitted up to 07 DEC 2016 WED Till 3 P.M. (Bid Due Date), at the address provided communication address in this document and form as detailed in this RFP document.
- 1.7.2 The Chairman MPPSC may, at its sole discretion, extend the Bid Due Date issuing an amendment by publishing it on website.

## **1.8 LATE BIDS**

Bids received by the Chairman MPPSC after the specified time on the Bid Due Date shall not be eligible for consideration and shall be returned unopened.

## **1.9 WITHDRAWL OF BID**

The Bidder may be permitted by the Chairman one time, before Bid due date to withdraw or modify his bid after paying fee of Rs. 10,000/- at office of MPPSC Indore.

## **1.10 VERIFICATION OF INFORMATION**

Bidders are encouraged to submit their bids after assessing the manpower, hardware and other resource required in **Digital/Cyber Forensic and/or Data Tempering Analysis** of question paper based online examination. The assessment of actual cost will have to be made by the bidders themselves.

## **1.11 CLARIFICATIONS ON RFP DOCUMENT**

- 1.11.1 The Bidders, who need any clarification with regard to the RFP document from Chairman, MPPSC shall submit their queries by e-mail at email address [secretarypsc-mp@nic.in](mailto:secretarypsc-mp@nic.in) till 22 NOV 2016 Till 1 P.M. No queries after this date will be entertained.

- 1.11.2 The Chairman, MPPSC shall endeavor to respond to the questions raised or clarifications sought by the bidders. However, the Chairman, MPPSC reserves the right not to respond to any question or provide any clarification, at his sole discretion, and nothing in this clause shall be taken or read as compelling or requiring the Chairman, MPPSC to respond to any question or to provide any clarification.
- 1.11.3 All clarification with regard to the RFP document issued by the Chairman, MPPSC shall be uploaded at [www.mppsc.com](http://www.mppsc.com) for benefit of the bidders. The bidders are expected to keep themselves updated by viewing the website from time to time.
- 1.11.4 All the clarifications and interpretations issued by the Chairman, MPPSC shall deem to be part of the RFP document. Verbal clarifications and information given by the Chairman or its employees or representatives shall not in any way or manner be binding on the Chairman, MPPSC and Commission.

#### **1.12 PRE-BID CONFERENCE**

A Pre-Bid conference of the prospective bidders shall be convened at 22 NOV 2016 at 11:00 A.M. in Conference Room, MPPSC Indore-452001.

During the course of Pre-Bid conference, the prospective bidders will be free to seek clarifications and make suggestions for consideration of Chairman, MPPSC. Chairman, MPPSC shall subject to clause 1.11 endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process. Please note that no invitation will be sent to the bidder for pre-bid conference.

#### **1.13 AMENDMENT OF RFP DOCUMENT**

At any time prior to the deadline for submission of bid, the Chairman, MPPSC may in response to clarifications requested by a bidder, modify the RFP document by the issuance of amendment. Any amendment thus issued will be displayed on the website [www.mppsc.com](http://www.mppsc.com). In order to provide the bidders a reasonable time for taking the amendment into account, or for any other reason, the Chairman, MPPSC may, in its sole discretion, extend the Bid Due Date which will be published at the website.

#### **1.14 COMMUNICATION BETWEEN CHAIRMAN AND BIDDERS**

- 1.14.1 All communication from the Chairman to the Bidders generally will be made by uploading the same on the website [www.mppsc.com](http://www.mppsc.com) but Chairman MPPSC at his sole discretion may also communicate at e-mail given by the bidders.
- 1.14.2 All communication from the Bidders to the Chairman MPPSC must be sent at his email address [secretarypsc-mp@nic.in](mailto:secretarypsc-mp@nic.in) by email of the bidders

- 1.14.3 Save and except as provided in this RFP document, the Chairman shall not entertain any correspondence of any bidder in relation to the acceptance or rejection of any bid.

### **1.15 VALIDITY OF BIDS**

The bids shall be valid for a period of 90 (ninety) days from the Bid Due Date. The validity of bids may be extended by mutual consent of the respective bidders and the Chairman, MPPSC. In case of extension of Bid validity period, the Bid security period will also be extended accordingly. However, the quoted rates should be valid for the initial/ extended period. No request will be considered for price revision during this period

### **1.16 ACKNOWLEDGEMENT BY BIDDER**

It shall be deemed that by submitting the bid the bidder has:

- 1.16.1 Made a complete and careful study of the RFP document
- 1.16.2 Received all the relevant information from the Chairman , MPPSC
- 1.16.3 Noted that this RFP supersedes and replaces any previous public documentations and communications, and bidders should place no reliance on such communications.
- 1.16.4 Accepted the risk of inadequacy, error or mistake in the information provided in the RFP document or furnished by or on behalf of the Chairman MPPSC relating to any of the matters referred to in this RFP document; and agreed to be bound by the undertakings provided by it under and in terms hereof.
- 1.16.5 The Chairman MPPSC shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning with or relating to the RFP document or the Bidding Process, including any error or mistake therein or in any information or data given by the Chairman MPPSC.

### **1.17 BID SECURITY**

- 1.17.1 The bidder shall furnish as part of its bid, a Bid Security of Rs. 3,00,000/- (Three Lakhs) only in the form of a demand draft issued by any Nationalized or Scheduled Commercial Bank payable at its branch at Indore in favor of the "Secretary MPPSC" valid for 90 days from bid due date. No concessions/exception shall be considered in this regard.  
Note: The Bid Security of Rs. 3,00,000/- and cost of RFP Rs. 1,000/- are two separate requirements. The cost of RFP cannot be adjusted in Bid Security
- 1.17.2 The Commission, shall not be liable to pay any interest on the Bid Security and the same shall be interest free.
- 1.17.3 Bid, not accompanied by the Bid Security or not found in order, shall not be opened and returned to the bidder.
- 1.17.4 The Chairman MPPSC shall be entitled to forfeit and appropriate the Bid Security against genuine pre-estimated compensation / damages to the Commission, in any of the events specified in clause 1.17.5 herein below. The bidder, by  
(RFP for Digital/Cyber Forensic Analysis of Post Examination Data)

submitting its bid pursuant to this RFP document, shall be deemed to have acknowledged and confirmed that the Commission will suffer loss and damage on account of withdrawal of its bid or for any other default by the bidder during the bid validity period. No relaxation of any kind on Bid Security shall be given to any bidder.

1.17.5 Bid Security shall be forfeited and appropriated by the Chairman against genuine pre-estimated compensation and damages payable to the MPPSC for, inter alia, time, cost and effort of the MPPSC without prejudice to any other right or remedy that may be available to the Chairman hereunder or otherwise, under the following conditions:

- i If a bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice;
- ii If a bidder withdraws its bid after bid due date during the period of bid validity as specified in this RFP document and as extended by the bidder from time to time;
- iii If the selected bidder fails within the specified time limit to sign the agreement
- iv In case the agreement is terminated as per clause 6 of the Agreement

1.17.6 Bid Security of unsuccessful bidders will be refunded by the Commission, MPPSC, without any interest, on signing of Agreement with the Selected Bidder or when the Bidding Process is cancelled by the Chairman, MPPSC.

## **1.18 CONFIDENTIALITY**

Information relating to the exam data, clarification, evaluation and recommendation for the bidders shall not be disclosed to any person who is not officially concerned with the process or is not a trained professional advisor advising the Commission in relation to, or matters arising out of, or concerning the Bidding Process. The Chairman, MPPSC will treat all the information, submitted as part of the bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Chairman, MPPSC may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity.

## **PREPARATION AND SUBMISSION OF BID**

(RFP for Digital/Cyber Forensic Analysis of Post Examination Data)



## **2.1 LANGUAGE**

The bid and all the related correspondence and documents in relation to the Bidding Process shall be in English or Hindi language. Supporting documents and printed literature furnished by the bidder with the bid shall also be in Hindi or English. In case if any of the supporting literature /documents or their parts are not in English or Hindi then their accurate translation in Hindi or English must be attached.

## **2.2 BID PRICES**

The bidder shall express their bid prices (Process Fee) in Annexure 5 in Indian Rupees. The Prices quoted by the bidder shall remain fixed during the entire period of Agreement contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

## **2.3 DISCOUNTS, TAXES, DUTIES, LEVIES, FREIGHTS ETC**

The Bidders are informed that discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, will not be taken into account for evaluation purposes. The Bidders should also take into account all taxes, levies, freight, insurance etc. The price quoted should be inclusive of all Taxes, Duties, levies, freight; insurance other charges whatsoever.

Taxes, Duties, levies, freight, and insurance other charges whatsoever of any type, indicated separately, will not be taken into account for evaluation purposes.

## **2.4 PREPARATION AND SIGNING OF BID**

- 2.4.1 The bidder shall provide all the information sought under this RFP document. The Chairman MPPSC will evaluate only those bids that are received in the required formats and complete in all respects. Incomplete and /or conditional bids shall be liable to be rejected.
- 2.4.2 The bidder shall prepare technical bid together with original/ copies of documents required to be submitted along therewith pursuant to this RFP document.
- 2.4.3 The bid shall be typed and signed by the authorized signatory of the bidder who shall also initial each page. In case of published documents, only the cover page shall be initialed. All amendments made to the bid shall be initialed by the person signing the bid. The bid shall contain page number and shall be bound together.
- 2.4.4 Bids must be direct, concise, and complete. All information not directly relevant to this RFP should be omitted. Chairman MPPSC shall evaluate the bid based on its clarity and the correctness of its response to the requirements of the project as outlined in this RFP.

**The bids shall be submitted in the office of MPPSC, Indore as follows**

### **2.4.1 EN1 BID SECURITY AND COST OF RFP:**

(RFP for Digital/Cyber Forensic Analysis of Post Examination Data)

The first envelop numbered as “**Envelop # 1**” and labeled as “Bid Security & Cost of RFP for **Digital/ Cyber Forensic/ Data Tempering Analysis of Examination Data** for Madhya Pradesh Public Service Commission” shall contain following two drafts/documents

- 2.4.1.1 A **demand draft of Rs1000/-** (Rs. One Thousand) only of any nationalized or scheduled commercial bank payable at its local branch at Indore, in favour of the Secretary MPPSC or **receipt of purchase of RFP** document from office of MPPSC.
- 2.4.1.2 Bid Security of Rs. 3,00,000/- (Rs. Three Lakhs) only in the form of demand draft of any nationalized or scheduled commercial bank payable at its local branch at Indore in favour of the Secretary MPPSC.

#### **2.4.2 EN2 TECHNICAL BID: PRE-QUALIFICATION:**

The second envelop numbered as “**Envelop #2**” labeled as “Technical Bid: Pre-qualification for “**Digital/ Cyber Forensic/ Data Tempering Analysis of Examination Data** for Madhya Pradesh Public Service Commission” shall contain following documents to demonstrate eligibility criteria as listed in clause 1.3 and evaluation as per clause 3.6 of this RFP to the satisfaction of the Chairman MPPSC :

- 2.4.2.1 Annexure – 1 : Bid Form
- 2.4.2.2 Annexure – 2 : Bidder Profile
- 2.4.2.3 Annexure – 3 : Power of Attorney (In case of Consortium, it will be signed by all the members)
- 2.4.2.4 Annexure - 4: Experience for evaluation as per clause 3.6. The experience must be supported by completion/satisfaction certificate from the concerned clients.
- 2.4.2.5 Copy of Memorandum and Articles of Association in case of a corporate body, copy of partnership deed in case of a firm and copy of registration certificate in case of society; in case of consortium the MOU duly signed by each member along with Copy of Memorandum and Articles of Association in case of a corporate body, copy of partnership deed in case of a firm and copy of registration certificate in case of society as the case may be of each member of the consortium. MOU will also clearly name lead member.
- 2.4.2.6 Certificate of Incorporation if any or relevant registration documents

- 2.4.2.7 Copy of resolution of meeting of board of directors in case of company/ consent of partners in case of partnership firm/resolution of executive body in case of registered society to participate in the bidding process.
- 2.4.2.8 Audited annual financial results (balance sheet and profit & loss statements for 2013-14, 14-15, and 15-16) of the bidder for the last three financial years.
- 2.4.2.9 Client Reference list (similar domain as per the requirements in this RFP).
- 2.4.2.10 Live Registration of bidder for income tax, service tax. from concern authorities along with certified photocopies
- 2.4.2.11 RFP document and the annexures duly certified and self-attested on each page by the person signing the bid.
- 2.4.2.12 Duly notarized affidavit by the bidder that
  - (i) The information, certified copies of the documents supplied with the Bid and undertakings given / certificates attached are true and correct to the best of his/their knowledge and belief. If any information is subsequently, even after award of contract, is found to be incorrect, the Commission may cancel the award, forfeit his Performance Guarantee and debar him from submitting bid in future.
  - (ii) There is no enquiry pending against him in any of vigilance organization.

#### 2.4.3 EN3 TECHNICAL BID: PROJECT SOLUTION:

The third envelop numbered as “**Envelop #3**” labeled as “Technical Bid: Project Solution for **Digital/ Cyber Forensic/ Data Tempering Analysis of Examination Data** for Madhya Pradesh Public Service Commission” shall contain following documents:

The Technical Bid: Project Solution should contain a detailed description of how the Bidder will provide the required services outlined in this Bid. It should articulate in detail, as to how the Bidder’s Technical Solution meets the requirements specified in the Bid. The Technical Bid must not contain any pricing information.

Any information submitted additional to the required response should be marked as ‘Supplementary’ and will be furnished as separate section.

If the Bidder wishes to propose additional services (or enhanced levels of services) beyond the scope of this Bid, the proposal must include a description of such services as a separate attachment to the Bid.

The Project Solution should entail the details covering the following at the minimum (should not be more than 50 pages and hard copy of the PPT of 15 to 20 slides to be presented):

- a. Overview of the Proposed Solution that meets the requirements specified in the RFP
- b. Detail of ready to deploy (after customization) Product.
- c. Operational environment
- d. Implementation methodology, project plan and implementation schedule
- e. Project team structure and its members and their qualification/experience.
- f. Quality standards , assurance process and Quality and Security certification of the solution to be followed

- g. Key Deliverables (along with example of deliverables, where possible).
- h. Detail of Application Software solution used for Data Audit
- i. Detail of H/w and S/w used for **Digital/ Cyber Forensic/ Data Tempering Analysis of Examination Data** as per 3 in TOR
- j. Process of data handover to MPPSC after completion of **Digital/ Cyber Forensic/ Data Tempering Analysis of Examination Data**.

Bidders are advised to describe proposed solution covering all above mentioned points and Technical specifications as per TOR. Chairman MPPSC reserves the right to take appropriate action in this regard.

#### 2.4.4 EN-04 COMMERCIAL BID

The fourth Envelop numbered as “**Envelop #4**” and labeled as “**Commercial Bid for Digital/ Cyber Forensic/ Data Tempering Analysis of Examination Data** for Madhya Pradesh Public Service Commission” shall contain:-

Commercial Bid in **Annexure – 5**.

**Prices shall be quoted entirely in Indian Rupees inclusive of all applicable taxes and levies etc.** In case of discrepancy between amount given in words and figures, the details given in words shall prevail. The bid not submitted in prescribed format will be rejected.

#### 2.5 SEALING, MARKING OF ENVELOPES AND SUBMISSION OF BIDS

The above four sealed envelopes shall be kept in an outer sealed **fifth envelop** labeled as under:

*Bid for* “**Digital/Cyber Forensic and/or Data Tempering Analysis for Madhya Pradesh Public Service Commission**”

Each of the four and fifth envelope containing four envelopes shall be addressed to:

|   |
|---|
| <b>Communication Address:</b><br>The Chairman<br>Madhya Pradesh Public Service Commission<br>Gwalior Boarding House,<br>Daly College Road, Residency Area<br>Indore ( M.P) - 452001 |
| From,<br>Name and address of the Bidder with contact number   |

#### 2.6 COMPLIANCE & COMPLETENESS OF RESPONSE

(RFP for Digital/Cyber Forensic Analysis of Post Examination Data)

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

## **2.7 OPENING OF TECHNICAL BIDS**

The Chairman MPPSC or his authorized representatives shall open the technical bids (Envelop 1, 2) at 4:00 pm on the Bid opening date in the presence of the bidders who choose to attend.

## **EVALUATION PROCESS**

### **3.1 CLARIFICATIONS FROM BIDDERS FOR EVALUATION OF TECHNICAL BIDS**

- 3.1.1 If a bidder does not provide clarifications sought within the prescribed time, then his bid shall liable to be rejected. In case the bid is not rejected, the Chairman, MPPSC may proceed to evaluate the bid by construing the particulars requiring clarification to the best of his understanding, and the bidder shall be barred from subsequently questioning such interpretation of the Chairman, MPPSC.

### **3.2 EVALUATION OF TECHNICAL BIDS**

- 3.2.1 The Chairman, MPPSC will subsequently examine and evaluate bids in accordance with the eligibility criteria set forth in clause 1.3 and 3.6
- 3.2.2 Bidders are advised that pre-qualification of bidders will be entirely at the discretion of the Chairman, MPPSC. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or Selection will be given.
- 3.2.3 Any information contained in the technical bid shall not in any way be construed as binding on the Chairman, MPPSC or its successors or assigns, but shall be binding on the bidder.
- 3.2.4 The RFP would be led only by the bidder to whom the RFP document fee receipt has been issued and cannot be transferred to any other entity.
- 3.2.5 The Chairman, MPPSC reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all the bids without assigning any reason.

- 3.2.6 If any information furnished by the bidder is found to be incomplete or contained in formats other than those specified herein, the Chairman, MPPSC may, at his sole discretion, reject the bid.

### **3.3 BID OPENING COMMITTEE, BID EVALUATION COMMITTEE**

- 3.3.1 The Bid opening committee constituted by MPPSC shall open the Bid
- 3.3.2 The bid evaluation committee constituted by the Chairman MPPSC shall evaluate the bids. This may involve the representatives from field and/or other department's IT experts/assessment experts. The decision of the bid evaluation committee in the evaluation of the Technical bids shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the committee. The Chairman MPPSC at his sole discretion may constitute a different bid evaluation committee for Stage IV.

### **3.4 SHORTLISTING AND SELECTION OF BIDDER**

- 3.4.1 Bid evaluation process will have 4 stages.
- 3.4.2 Bid opening committee shall open envelop 1 and 2, as well as conduct Stage-I evaluation as per clause 3.5
- 3.4.3 Bid evaluation committee will conduct technical evaluation of Stage II and III.
- 3.4.4 The Bid evaluation committee at Stage-II will evaluate Bids as per technical parameters mentioned in clause 1.3 and 3.6 and compare the bids determined to be substantially responsive. It is bid evaluation committee's intent to select the proposal that is most responsive to the project needs and each proposal will be evaluated using the criteria and process outlined in this section.
- 3.4.5 The Bid evaluation committee at Stage-III will examine Project Solution proposed by the bidders with respect to compliance, completeness and suitability of the proposal to the project and only the bids which are in compliance to the requirements mentioned in the RFP shall be considered as technically qualified.
- 3.4.6 The evaluation shall be strictly based on the information and supporting documents provided by the bidders. It is the responsibility of the bidders to provide all supporting documents as listed in RFP necessary to fulfill the mandatory eligibility criteria.
- 3.4.7 Only the commercial bids of those bidders qualified in the technical evaluation (Stage II and III) shall be opened. Commercial bids of the other bidders will not be opened.
- 3.4.8 The Bids received will be evaluated on technical parameters mentioned in clause 1.3 and 3.6. After evaluation at Stage-I, Stage-II and Stage III, the Chairman, controller examination and technical committee will at Stage IV open Commercial bid of technically qualified bidders and decode them. After decoding Lowest Commercial Bid will be approved by the commission.

### 3.5 STAGE-I EVALUATION OF SUBMISSION OF BID SECURITY AND COST OF THE RFP

- 3.5.1 The bid opening committee will examine by opening envelop 1 whether the bidder has submitted both the Bid Security and the cost of the RFP document as prescribed in clause 1.5 and 1.17.
- 3.5.2 The envelop 2 of those bidders who have submitted both the cost of RFP document and Bid security, will be opened immediately
- 3.5.3 The envelop 2, of those bidders who have not submitted either the cost of RFP document or Bid security or both, will not be opened and the bids will summarily be rejected and will not be evaluated further.

### 3.6 STAGE-II EVALUATION OF PRE-QUALIFICATION

#### **Pre-Qualification (PQ) bid documentation shall be evaluated as under:**

- 3.6.1 The documentation furnished by the bidder in envelope-2 will be examined prima facie to see if the Company's capacity, skill base and other Bidder attributes as claimed therein are consistent with claim.
- 3.6.2 Commission may ask bidder(s) for additional information, and/or arrange discussions with their professional, technical faculties to verify claims made in bid documentation. If the bidder fails to submit the additional supporting documents, the PQ bid shall be rejected.

#### **Following will be the technical evaluation scheme:**

- 3.6.3 Each Technical Bid will be assessed for technical score on a scale of 1 (minimum) to 60 (maximum) points Only the bidders, **who score a total Technical score of 30 (Thirty) or more, will be invited to present** the proposal to the evaluation committee .
- 3.6.4 The bidder with less than 30 score in technical pre-qualification evaluation will be treated as non-responsive.
- 3.6.5 Envelop 3 of the Bidders who have scored 30 marks or more at this stage II will be opened for Stage III evaluation.
- 3.6.6 The parameters for Stage II prequalification evaluation are :

| SN. | Technical Parameter – Checklist   |    |
|-----|---|----|
| 1   | Information Technology based Company registered under the Indian Companies Act, 1956 minimum 3 (three) years:<br>>= 10 Years (10 marks)<br>>= 5 Years (8 Marks)<br>>= 3 Years (5 Marks)   | 10 |
| 2   | The bidder should have Average Annual Turnover of last 3 years in India (13-14, 14- 15 & 15-16) from business.<br>In case of IT related activities<br>>= 10 Cr. (10 marks)<br>>=7 Cr. (7 marks)<br>>=5 Cr. (5 marks)<br>In case of only <b>Digital/Cyber Forensic and/or Data Tempering Analysis</b> related projects:<br>>= 3 Cr. (10 marks)<br>>=2 Cr. (7 marks)<br>>=1 Cr. (5 marks) | 10 |
| 3   | The Bidder's experience in conducting <b>Digital/Cyber Forensic and/or Data Tempering Analysis</b> , in the last 5 years<br>>= 20 projects (20 marks)<br>>= 15 projects (15 marks)<br>>=10 projects (10 marks)  | 20 |
| 4   | The bidder should have a team of at-least 10 technical experts.<br>>= 30 Technical Expert/ Forensic experts (20 marks)<br>>= 20 Technical Expert/ Forensic experts (15 marks)<br>>= 10 Technical Expert/ Forensic experts (10 marks)  | 20 |
|     | Total   | 60 |

- Note: 1. Selection Committee will assign points to the bidders as per criteria mentioned above. The passing score in stage 2 is 30 out of total 60 (Sixty) Marks in the above mentioned criteria.
2. In case of consortium evaluation will be done on joint capacity of partners in consortium.
3. For point number 3, **Digital/Cyber Forensic** done for UPSC, PSC, Universities, State/central government, State/central government PSU, CAT, GATE, AIIMS, CBSE or Secondary Board and in **banking sector** will be considered.



### 3.7 STAGE-III EVALUATION OF PROJECT SOLUTION

Project Solution presented shall be evaluated as under:

- 3.7.1 The bidders scoring 30 marks or more than 30 marks in Stage II shall be invited to present the proposed project solution to the evaluation committee of MPPSC. The project solution-presentation will be evaluated for score on a scale of 1 (minimum) to 40 (maximum) points. **Only the bidders, who score a score of 25 (Twenty Five) or more, will qualify for the evaluation of their commercial bids.**
- 3.7.2 The technical evaluation of the bid will be based on the bidder's response to the requirements as mentioned in the RFP, which will include the Technical Specifications mentioned in RFP. The bidder shall furnish documentary evidence about technical and Infrastructural capability necessary to perform the contract.

### 3.8 STAGE-IVCOMMERCIAL PROPOSAL EVALUATION

- 3.8.1 Commercial Bids of only those bidders will be opened who have qualified at **Stage II and III separately, obtained 55 or more** marks cumulatively and are declared as technically qualified. Commercial bid will be checked for its correctness and completeness.
- 3.8.2 The Commercial Bid will be rejected if it is found incomplete or not submitted in RFP format Annexure 5.
- 3.8.3 Final successful Bidder will be declared having lowest Commercial bid
- 3.8.4 The Commission reserves the right to reject all/any Bid without assigning any reason whatsoever and decision of the Commission in this regard, shall be final and binding. Commission is not bound to disclose the details of the evaluation process in terms of methodology, evaluation criteria and scores.
- 3.8.5 Looking at the nature of the scope of the work entire Commercial Bid process will be confidential.

### **EXPLANATION REGARDING CONFIDENTIAL COMMERCIAL BID PROCESSING**

1. The attendance of qualified bidders who are attending the bid opening of commercial bid will be recorded for their attendance.
2. Signature of all the bidders will be secured on closed envelop of Commercial Bid of qualified bidders.
3. One by one commercial bid of qualified bidders will be open in such a manner that only Controller Examination will check and verify that the Commercial bid is as desired and there is no overwriting.
4. The quote will not be disclosed to anyone.
5. The signature of bidder attending the bid will be obtained at the overleaf of the Commercial bid.

At this stage the first part of the commercial bid evaluation process will be finished.

In the next stage the Controller Examination will give a code number to every bidder and prepare a comparative table and put it before commission for approval.

#### 4. SELECTION OF BIDDER

- 4.1 The bidder having the lowest Commercial bid shall be declared as the Selected Bidder.
- 4.2 In case two or more bidders ("Tie Bidders") submit the same Commercial bid then the Bidder having higher Technical marks will be selected.
- 4.3 After selection, a Letter of Acceptance ("LOA") shall be issued by the **Chairman** to the Selected Bidder to submit Performance Guarantee and sign the agreement within 15 (fifteen) days of the issuance of the LOA.
- 4.4 After submission of the Performance Guarantee the selected Bidder will proceed to sign agreement as enclosed with the RFP at the earliest.
- 4.5 On signing the agreement the bid security of Rs. 3,00,000 (Three Lakhs) shall be refunded to the unsuccessful bidders.
- 4.6 In case the lowest bidder withdraws or is not selected for any reason in the first instance ("first round of bidding"), the Chairman may invite all the remaining bidders to extend their respective Bid Security and bid validity, as necessary, and match the bid with the aforesaid lowest bidder ("second round of bidding"). If in the second round of bidding, only one bidder matches the lowest bidder, it shall be the Selected Bidder. If two or more bidders match the said lowest bidder in the second round of bidding, then the bidder whose bid was lower as compared to other bidders in the first round of bidding shall be the Selected Bidder. For example, if the third and fifth lowest bidders in the first round of bidding offer to match the said lowest bidder in the second round of bidding, the said third lowest bidder shall be the Selected Bidder.
- 4.7 In case no bidder offers to match the lowest bidder in the second round of bidding as specified in Clause 4.6, the Chairman may invite fresh bids from the remaining bidders (excepting the lowest bidder who failed to become the selected bidders) in sealed cover at its discretion or may invite fresh bid

#### 5. PERFORMANCE GUARANTEE

- 5.1 The Bidder shall at his own expense, deposit with the Commission, within Fifteen (15) working days of issuance of letter of acceptance or prior to signing of the contract, whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Scheduled/ nationalized Bank acceptable to MPPSC, payable on demand, for the due performance and notarize of the contract by the bidder. This PBG shall be for an amount of **Rs. 10 Lakhs**. All charges whatsoever such as premium, commission, etc. with respect to the PBG shall be borne by the bidder. The PBG shall be valid till six months after the expiration of contract period and should be in the standard format prescribed by Reserve Bank of India. After successful completion of contract, the PBG will be returned to the SPA.
- 5.2 On submission of Performance Guarantee as above and signing the agreement, the bid security of Rs. 3 Lakhs shall be released to the bidder.

## **6. RIGHT TO ACCEPT OR REJECT ANY OR ALL THE BIDS**

6.1 Notwithstanding anything contained in this RFP document, the Chairman reserves the right to accept or reject any bid and to annul the Bidding Process and reject all the bids, at any time without any liability or any obligation for such acceptance, rejection or annulment without assigning any reasons therefor.

6.2 The Chairman reserves the right to reject any bid and / or all the bids if:

**6.2.1** At any time, a material misrepresentation is made or uncovered; or

**6.2.2** The bidder does not provide, within the time specified by the Chairman, MPPSC, the supplementary information sought by the Chairman for evaluation of the bid.

**6.2.3** In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof that one or more of the pre-qualification conditions have not been met by the bidder, or the bidder has made material misrepresentation or has given any materially incorrect or false information or has hidden any information, the bidder shall be disqualified forthwith if not yet appointed as the Service Provider. If the bidder has already been issued the Letter of Acceptance (LOA) or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP document, be liable to be terminated by a communication in writing by the Commission in writing to the bidder without the Commission being liable in any manner, whatsoever, to the bidder and without prejudice to any other right or remedy which the Commission may have under this RFP document or under applicable law.

**6.2.4** The Chairman, MPPSC reserve the right to verify all the statements, information and documents submitted by the bidder in response to the RFP document. Any such verification or lack of such verification by the Chairman shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the Chairman, MPPSC/ the Commission there under.

## **7. PROPRIETARY DATA**

7.1 All the documents and information submitted by the bidder to the Chairman shall remain or become the property of the Commission and shall be treated as strictly confidential. The Chairman, MPPSC will not return any bid or any information provided herewith.

7.2 The RFP document and other information supplied by Chairman MPPSC to the bidders shall be treated in confidence and will not be disclosed to others.

## 8 MISCELLANEOUS

- 8.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at District Indore in Madhya Pradesh shall have exclusive jurisdiction over all the disputes arising under, pursuant to and/ or in connection with, the Bidding Process.
- 8.2 Retain any information and/ or evidence submitted to the Chairman by or, on behalf of, and/ or in relation to any bidder.
- 8.3 It shall be deemed that by submitting the bid, the bidder agrees and releases the Chairman, MPPSC/ the Commission, its employees and representatives irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder and the RFP document, pursuant hereto, and/ or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.
- 8.4 EMD of prescribed amount issued by nationalized or scheduled bank (other than a co-operative bank and ICICI bank) in the form of demand draft/FDR/STDR in favour of Secretary MPPSC Indore shall be accepted. EMD in the form of bank guarantee issued from any nationalized or scheduled bank (other than a co-operative bank and ICICI bank) situated anywhere in India shall also be accepted. However it is clarified that for successful bidder, all securities that are permissible to deposited as FDR/STDR/Call Deposit Receipt/Bank Draft/BG shall only be issued from bank branches situate in M.P. of prescribed amount issued by nationalized bank or scheduled bank (other than a co-operative bank and ICICI bank).

**(Dr. Bipin Beohar)**  
Chairman

**(Prof. S.P. Gautam)**  
Member

**(Prof. Bhaskar Choubey)** Member

**(Renu Pant IAS)**  
Secretary

**(Vandana Vaidya)**  
Dy. Secretary

**(Dr. R.R. Kanhere)**  
Exam Controller

**(Dinesh Jain)**  
Exam Controller

**(Kirti Khurasiya)**  
Ad. Exam Controller

## PART II: AGREEMENT

This Agreement is entered into on this the \_\_\_\_\_ day of \_\_\_\_\_, 2016

### BETWEEN

The MP Public Service Commission having principal office at Indore (Hereinafter referred to as "Commission" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of the first Part,

### AND

M/s. \_\_\_\_\_, having its registered office at \_\_\_\_\_ (hereinafter referred to as the "Service Provider" which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted substitutes) of the Second Part

### WHEREAS

- i. The MP Public Service Commission Indore (hereinafter referred to as "Commission") has taken a decision to conduct **"Digital/Cyber Forensic and/or Data Tempering Analysis"**.
- ii. The commission had accordingly invited bids vide RFP No \_\_\_\_\_/ dated \_\_\_\_\_ ("RFP") for selection of a bidder for **Digital/Cyber Forensic and/or Data Tempering Analysis for Madhya Pradesh Public Service Commission** subject to and on the terms and conditions contained in the RFP document.
- iii. After evaluation of the bids so received, the Commission had accepted the bid of M/s. \_\_\_\_\_, and issued Letter of Acceptance No \_\_\_\_\_ dated \_\_\_\_\_ ("LOA") inter alia for the execution of this Agreement.
- iv. Both the parties in accordance with the provisions of RFP has agreed accordingly to enter into this Agreement for the **Digital/Cyber Forensic and/or Data Tempering Analysis for Madhya Pradesh Public Service Commission** subject to and on the terms and conditions set forth hereinafter.
- v. The SPA has duly provided the Performance Guarantee of Rs 10 (Ten Lakhs).

NOW THEREFORE IN CONSIDERATION OF THE PREMISES AND THE MUTUAL COVENANTS HEREINAFTER CONTAINED, THE PARTIES HERETO HEREBY AGREE AND THIS AGREEMENT WITNESSETH AS FOLLOWS:

(RFP for Digital/Cyber Forensic Analysis of Post Examination Data)

## PRELIMINARY

### DEFINITIONS AND INTERPRETATIONS

#### 1. DEFINITIONS

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them:

- 1.1 "Accounting Year" means the financial year commencing from 1st April of any calendar year and ending on 31st March of the next calendar year.
- 1.2 "Administrative Department" means Department of General Administration Government Of Madhya Pradesh.
- 1.3 "Agreement" means this Agreement, its Recitals, Schedules and Annexure hereto, letter of acceptance, RFP including TOR, any amendments thereto made in accordance with the provisions contained in this Agreement/RFP, Service providing agency's bid submitted in response to the RFP, and FRS prepared as per agreement.
- 1.4 "Agreement Period" means the period beginning from date of signing of agreement by the Chairman and ending at the end of 2 (Two) years of commencement date unless terminated earlier or extended in terms hereof.
- 1.5 "Applicable Laws" means all laws, promulgated or brought into force and effect by the State Government and/or the Government of India including rules, regulations and notifications made there-under, and judgments, decrees, injunctions, writs and orders of any court of record, applicable to this Agreement and the exercise performance and discharge of the respective rights and obligations of the parties hereunder, as may be, in force and effective during the subsistence of this Agreement.
- 1.6 "Applicable Permits" means all clearances, permits, authorizations, consents and approvals required to be obtained or maintained under Applicable Laws during the subsistence of this Agreement.
- 1.7 "Commission" means Madhya Pradesh Public Service Commission having its office in Indore.
- 1.8 "Confidential Information " means all information to which the SPA has access including but not restricted to List of Examinations to be conducted in ON-LINE manner, data which relates to the Examination Result, Question Paper, Examination Process and Procedures, Question Bank and source of Question bank, Candidates details ,technical, commercial and financial information, techniques, models, data, source code, object code, documentation, manuals, flow charts, research, process, procedures, functions, customer names and other information related to customers, suppliers, products, developments, operations, processes, data trade secrets, know-how and personal of each party and its affiliates which is discloses to or otherwise learned by the other Party and all other information which may be

disclosed by one Party or to which the other party may be provided access by the disclosing Party or other in accordance with this Agreement, or which is generated as a result of, incidental to or in connection with the Business Purposes, which is not generally available to the public.

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

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

1.9 "Encumbrances" means any encumbrance on any part of the conduct of examination such as any promise , accident death of personnel involved in assignment, privilege or priority of any kind having the effect of security or other such obligations and shall include without limitation any designation of loss, payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the conduct of examination wherever applicable herein

1.10 "Examination" means examinations allotted by the Commission to the SPA and/ or conducted by the SPA as per terms and condition of this agreement

1.11 "Force Majeure" or "Force Majeure Event" means an act, event, condition or occurrence specified which is not in the control of any party to the Agreement.

1.12 "Good Industry Practice" means those practices, methods, techniques, standards, skills, diligence and prudence which are generally and reasonably expected and accepted internationally from a reasonably skilled and experienced SPA engaged in the same type of undertaking as envisaged under this Agreement and acting generally in accordance with the provisions of applicable laws and would mean good practices in the management of Digital/Cyber Forensic and/or Data Tempering Analysis and which would be expected to result in the performance of its obligations by the SPA in the operation of Digital/Cyber Forensic and/or Data Tempering Analysis in accordance with this Agreement, applicable laws, applicable permits, reliability, safety and efficiency.

1.13 "LOA" means the Letter of Acceptance.

1.14 "Service Provider Agency" (SPA) means the authorized Agency/firm which shall undertake and perform the obligations and exercise the rights of the Agency/firm under the LOA and the Agreement".

1.15 "Parties" means the parties to this Agreement collectively and "Party" shall mean any of the Party to this Agreement individually.

- 1.16 RFP means this "Request for Proposal" No..... date.....Inviting Bids, whole bidding document and its amendments for "**Digital/Cyber Forensic and/or Data Tempering Analysis** for Madhya Pradesh Public Service Commission".
- 1.17 "Rs." Or "Rupees" means the lawful currency of the Republic of India.
- 1.18 "Commission's Representative" means such person as may be authorized in writing by the Chairman to act on Commission's behalf under this Agreement.
- 1.19 "Specifications and Standards" means the relevant specifications and standards.
- 1.20 "Service Levels" means the requirement of performance as per clause 3.7 of TOR Part 3.
- 1.21 "Termination" means the expiry or termination of this Agreement and the Rights to conduct examination hereunder.
- 1.22 "Termination Date" means the date on which this Agreement expires pursuant to the provisions of this Agreement or is terminated by a Termination Notice whichever is earlier.
- 1.23 "Termination Notice" means the communication issued in accordance with this Agreement by any one Party to the other Party terminating this Agreement
- 1.24 Terms of Reference means Part III of the RFP document

## 2. INTERPRETATION

In the Agreement, except where the context requires otherwise:

- 2.1 words indicating one gender include all genders;
- 2.2 words indicating the singular also include the plural and words indicating the plural also include the singular;
- 2.3 provisions including the word "agree", "agreed" or "agreement" require the agreement to be recorded in writing;
- 2.4 "written" or "in writing" means hand-written, type-written, printed or electronically made, and resulting in a permanent record.

## 3. SCOPE OF WORK

The scope of the work under this Agreement shall mean the scope of work defined in the Terms of Reference (TOR).

## 4. WORK ORDER TO DIGITAL/CYBER FORENSIC AND/OR DATA TEMPERING ANALYSIS

As provided in the Terms of Reference (**TOR**)

## 5. DIGITAL/CYBER FORENSIC AND/OR DATA TEMPERING ANALYSIS

As provided in the Terms of Reference (TOR).

## 6. DIGITAL/CYBER FORENSIC ANALYSIS FEE AND PAYMENT TO SPA

- 6.1 The Commission shall fix processing fee to be paid per exam.
- 6.2 The Processing Fee will remain fixed for the entire period of the Agreement.
- 6.3 After allotment of an examination data to the SPA for Digital/Cyber Forensic Analysis, the SPA will be entitled for payment of processing fee for the examination for whom

(RFP for Digital/Cyber Forensic Analysis of Post Examination Data)



Digital/Cyber Forensic Analysis was done by the SPA. The payment will be made as per the clause 5.11 of TOR but in case of not fulfilling this obligation Commission reserve the right to forfeit the fee or make payment of partial fee as it deem fit.

- 6.4 The SPA shall be entitled for the receipt of the processing fee as payment on raising bill as prescribed and as per lawful deduction as following:
- i. 50% of the payable processing fee for the Digital/Cyber Forensic Analysis within 7 days after submitting the report.
  - ii. Rest 50% of payable processing fee for the Digital/Cyber Forensic Analysis after one month of final result declaration of examination.
- 6.5 On raising bill after Digital/Cyber Forensic Analysis by the SPA, bill will be examined and paid subject to clause 6.7 within 30 days of submission of the Bill.

## **7. OBLIGATIONS OF THE SPA**

- 7.1 As provided in the Terms of Reference (TOR)/RFP.
- 7.2 The SPA will not create any encumbrance on the Commission.
- 7.3 The SPA will provide all information related to Digital/Cyber Forensic Analysis process, software used and relevant reports as and when needed by the Commission.
- 7.4 The SPA or any of his employees will not involve in the following activities which will be termed as misconduct:
- 7.4.1 Misuse of data or other material provided by MPPSC.
  - 7.4.2 Disclosing the names of the individuals and personal information of MPPSC staff.
  - 7.4.3 Disclosing any secret information involved with examination and MPPSC department.
  - 7.4.4 Malafide/Data Tampering intention activities.
  - 7.4.5 Casual behavior while processing Digital/Cyber Forensic Analysis.
- 7.5 The SPA will ensure that the employees whose relatives have applied in the examination then such employees should be kept away from the data analysis process.
- 7.6 The SPA will keep it confidential and will not advertise this award of contract but however he may use it as its experience in future tenders
- 7.7 The SPA will not advertise its insignias, emblems, logos, identity etc... during complete process/activities of Digital/Cyber Forensic Analysis.
- 7.8 The SPA will abide by all applicable law and seek all applicable permissions for the project.
- 7.9 The SPA will adopt good industrial practice and take all precautionary and safety measures for safe conduct of examination.

## **8. OBLIGATIONS OF COMMISSION**

As provided in the Terms of Reference (TOR).

## **9. PERFORMANCE GUARANTEE**

- 9.1 The SPA shall submit a Bank Guarantee of Rs. 10 (Ten Lakhs), payable on demand as Performance Guarantee for the due and faithful performance of its obligations during the Agreement Period valid till six month after the date of completion of agreement declaration of the result.
- 9.2 The Performance Guarantee shall be released by the Commission to the SPA upon satisfactory completion of the Agreement. In the event the SPA is in breach of the terms of the Agreement during the Agreement period, the Commission shall, without prejudice to its other rights and remedies hereunder or in law appropriate such amounts as may have been determined, from the Performance Guarantee/from the pending dues/bills as Penalty/damages for such SPA's default. Upon such appropriation from the Performance Guarantee, the SPA shall, within 15 days thereof, replenish, in case of partial appropriation, to its original level, and in case of appropriation of the entire Performance Guarantee provide fresh Performance Guarantee, as the case may be, failing which the Commission shall be entitled to terminate this Agreement in accordance with Clause 17.

## **10. INDEMNITY**

The SPA hereby undertakes to indemnify and hold the Commission harmless against all costs, damages, liabilities, expenses arising out of any third party claims relating to torts or contracts relatable to the conduct of Digital/Cyber Forensic Analysis.

## **11. RENEWAL OF AGREEMENT**

- 11.1 At least two months prior to the expiry of this agreement, the SPA shall apply in writing to the Commission if he is willing to continue with the agreement for a further period of 1 (one) year. Provided that SPA can apply only if it has complied with all the terms and conditions of the agreement and he is not in breach of any of the terms of the agreement which has been notified by the Commission. In case the SPA is in breach of any of the terms and conditions of the agreement resulting in an event of default, the renewal the agreement shall be subject to the SPA rectifying the breach within a cure period of 30 days and failure to rectify such breach shall not entitle the SPA for renewal of agreement.
- 11.2 The Commission on receipt of application may on his sole discretion consider the application and extend the period of Agreement. At the time of renewal there will be no increase in processing fee. Further it shall not be binding on the Commission MPPSC to extend the period of agreement and it may reject application without assigning any reason.
- 11.3 For the avoidance of doubt it is clarified that if the SPA does not make any application to the Commission within the time provided in this clause, it may be deemed that he is not willing for renewal of right to operate and no application contrary to the same may be entertained thereafter.

## **12 FORCE MAJEURE**

(RFP for Digital/Cyber Forensic Analysis of Post Examination Data)

- 12.1 The SPA or Commission, as the case may be, shall be entitled to initially suspend the performance of its respective obligations under this Agreement to the extent that the SPA or Commission as the case may be, is unable to render such performance by an event of Force Majeure (a "Force Majeure Event")
- 12.2 In this Agreement, no event or circumstance and/or no combination of circumstances shall be treated as a "Force Majeure Event" unless it satisfies all the following conditions:
- 12.2.1 Materially and adversely affects the performance of an obligation;
  - 12.2.2 Is beyond the reasonable control of the affected Party;
  - 12.2.3 Affected party could not have prevented or reasonable overcome with the exercise of good industry practice or reasonable skill and care;
  - 12.2.4 Do not result from the negligence or misconduct of Affected Party or the failure of Affected Party to perform its obligations hereunder;
  - 12.2.5 Which, by it or consequently disables either party to perform its respective obligations under this Agreement.
- 12.3 Notice of event of Force Majeure: In case of force majeure situation, the SPA or commission as the case may be, shall notify in writing with adequate proof of such conditions and the cause thereof unless otherwise directed by the commission in writing, the SPA will continue to perform its obligation under the contract as far as it is reasonable practical and shall seek all reasonable means for performance not prevented by force majeure events

### **13 MITIGATION**

The party claiming to be affected by a force majeure event shall take all reasonable steps to prevent, reduce to a minimum and mitigate the effect of such force majeure event. The affected party shall also make efforts to resume performance of its obligations under this agreement as soon as possible and upon resumption, shall forthwith notify the other party of the same in writing.

### **14 DISCLOSURE**

The SPA shall make available for inspection during normal business hours on all working days all relevant records and reports to the Commission or its authorized representative as and when required.

### **15 NON DISCLOSURE CLAUSE**

- 15.1.1 Both the parties to this agreement agree
- 15.1.2 To protect and safeguard the Confidential Information against unauthorized use, publication or disclosure.
- 15.1.3 Not to, directly or indirectly, in any way, reveal, report, publish, disclose, transfer or otherwise use any of the Confidential Information in accordance with this Agreement.

- 15.1.4 Not to use any, Confidential Information to unfairly compete or obtain unfair advantage vis-a-vis Disclosing Party in any commercial activity.
- 15.1.5 Not to enter into any communication involving disclosure of Confidential Information in any form with either the beneficiaries or the users of Software Application, without written consent of the Disclosing Party.
- 15.1.6 Not to disclose any names and their particulars to third parties without the written consent by the Disclosing party.

## 15.2 The SPA further agrees

- 15.2.1 To furnish the details including names and phone numbers of persons (Directors, Project Manager/TL/DBA/ System Administrator) who have the right to access the Confidential Information of the application from backend and shall furnish the Audit log to the Disclosing Party on bi-weekly basis. Any changes in the persons or their role shall be duly intimated to the Disclosing Party within 3 days.
- 15.2.2 To restrict access to the Confidential Information to those of its officers, directors and employees whose names have been furnished as per above condition 15.2.1
- 15.2.3 Not to entertain any requests made by the users and the users of the software application to make changes or carry out any action involving reversal from the set process under any circumstances which requires accessing the confidential information from the backend, unless a prior written consent is taken from the Commission or any other person specifically authorized in this regard to do so.
- 15.2.4 To instruct each of the persons to whom it provides access to any of the Confidential Information, that such persons are strictly prohibited from making any use, publishing or otherwise disclosing to others, or permitting others to use for their benefit or to the detriment of the Commission, any of the Confidential Information and, upon Request of the Commission, to provide the Commission with a copy of a written agreement to that effect signed by such persons.
- 15.2.5 To comply with any other reasonable security measures requested in writing by the Commission.
- 15.2.6 Keep Exam Data and reports confidential forever.

## **16. REPORTING UNAUTHORIZED DISCLOSURE OR MISUSE OF CONFIDENTIAL INFORMATION**

The Receiving Party understands and acknowledge that any disclosure or misappropriation or misuse by any person or any Confidential Information upon the receiving party having notice or knowledge of the same.

## **17. DEFAULT AND TERMINATION**

### **17.1 SPA- EVENT OF DEFAULT**

For the purposes of this Agreement, each of the following event or circumstance, to the extent not caused by a default of the Commission or are not Force Majeure Events, shall be considered as event of default of the SPA (the "SPA Event of Default") which, if not

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remedied within the Cure Period of 15 (fifteen) days upon receipt of written notice from the Commission, shall provide the Commission, the right to terminate this Agreement *vide* Clause 17.3.

- 17.1.1 Any breach, including but not limited to the events specified hereunder, by the SPA of its obligations under this Agreement, and such breach if capable of being remedied, is not remedied within 15 days of receipt of written notice from Commission specifying such breach and requiring the SPA to remedy the same;
- 17.1.2 Any representation or warranty of the SPA herein contained which is, as of the date hereof, found to be materially false, incorrect or misleading or the SPA is at any time hereafter found to be in breach thereof;
- 17.1.3 Suspension by the SPA of the performance of the obligations under this Agreement for a period exceeding 5 days in a month excluding the prescribed holidays;
- 17.1.4 Failure of the SPA to comply with the prescribed Standard Operating Procedures/Service Levels
- 17.1.5 The SPA is ordered to wind up by the order of a court; filing of a petition for voluntary winding up by the SPA, or levy of an execution or restraint on the SPA's assets, or appointment of a provisional liquidator, administrator, trustee or receiver of the whole or substantially whole of the undertaking of SPA by a court of competent jurisdiction;
- 17.1.6 The SPA is adjudged bankrupt or insolvent, or if a trustee or receiver is appointed for the SPA or for the whole or material part of its assets that has a material bearing on the conduct of Examination;
- 17.1.7 The SPA has been, or is in the process of being liquidated, dissolved, wound-up, amalgamated or reconstituted in a manner that would cause, in the reasonable opinion of the Commission, a Material Adverse Effect;
- 17.1.8 The SPA doing or permitting to do any act, matter, deed or thing in violation of Applicable Law and/or Applicable Permits;
- 17.1.9 Failure to Digital/Cyber Forensic Analysis process within 30 days of handover of post exam data or as agreed;
- 17.1.10 Commits a breach of its any obligations as contained in this Agreement
- 17.1.11 Failure to comply with Infrastructural requirement as laid down in TOR
- 17.1.12 Failure to comply with Security norms and measures as given in TOR
- 17.1.13 Negligence in duly complying with Quality norms and procedures as laid down in TOR
- 17.1.14 Inadequate reporting to end users leading to delays in processing and declaration of results
- 17.1.15 Commits any breach of its obligations which leads to Examination data related leakage/theft/manipulation or data gets destroyed in any circumstances
- 17.1.16 Failure to do Digital/Cyber Forensic Analysis process of the examination data in the prescribed time by Commission
- 17.1.17 Unable to fulfill the audit non compliances and non- submission of documents to be submitted to the Audit as per instructions of the Commission.

- 17.1.18 Gross negligence on the part of the SPA necessitating penalty and / or termination of contract.
- 17.1.19 Non replenishment of Performance Guarantee as mentioned in clause 9 of this agreement.
- 17.1.20 Breach of confidential information as given in this Agreement

#### **17.2 COMMISSION – EVENT OF DEFAULT**

For the purposes of this agreement, each of the following event or circumstance, to the extent not caused by a default of the SPA or are not force majeure events, shall be considered, as events of default of Commission ("commission–event of default"), which shall provide the SPA the right to terminate this agreement in accordance with clause:

Commits a breach of its any obligations as contained in this Agreement

17.2.1 Failure to provide data as per the TOR.

17.2.2 Failure to pay processing fee as agreed for processing of Digital/Cyber Forensic Analysis.

17.2.3 Failure to provide responses of the candidates.

17.2.4 Failure to provide result generated by SPA and scaling of raw marks done by SPA

17.2.5 Breach of confidential information as given in this Agreement

#### **17.3 NOTICE OF TERMINATION**

17.3.1 Without prejudice to any other right or remedies which the non-defaulting Party may have under this Agreement, upon the occurrence of either an SPA Event of Default or a Commission Event of Default, the defaulting Party shall be liable for the breach caused and consequences thereof and the non-defaulting Party shall have the right to issue a notice expressing its intention to terminate this Agreement to the other Party ("Notice of Intention to Terminate"). Upon the issuance of a Notice of Intention to Terminate, the defaulting Party shall have the right to rectify or cure the breach within 15 days of receipt of such Notice of Intention to Terminate ("Cure Period"). If the breach is not rectified by the defaulting Party within the Cure Period, the non-defaulting Party shall have the right to terminate this Agreement by issuance of a Termination Notice ("Termination Notice"). Notwithstanding anything contained in this Agreement, the SPA cannot exercise the right to issue Notice of Intention to Terminate after 60 days of signing this Agreement.

17.3.2 Save and except as otherwise provided in this Agreement and without prejudice to any other right or remedy which Commission may have in respect thereof under this Agreement, upon the occurrence of any breach by the SPA under this Agreement including any Event of Default, the Chairman shall be entitled to forfeiture the Performance Guarantee and to terminate this Agreement by a communication in writing ("Termination Notice") to the SPA, if it has failed to cure such breach or default within the period provided for in the same notice.

## **18 DISPUTE AND ITS RESOLUTION**

Save where expressly stated to the contrary in this Agreement, any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to this Agreement and so notified in writing by either Party to the other ("Dispute") in the first instance shall be attempted to be resolved in accordance with the procedure set forth below:

### **18.1 AMICABLE RESOLUTION**

In the event of any Dispute, the parties shall make efforts to settle such dispute amicably.

### **18.2 ARBITRATION**

18.2.1 Any Dispute, which is not resolved amicably, as provided above, shall be finally decided by the Arbitration Board consisting of 3 Arbitrators, one nominated by the Principal Secretary GAD, second arbitrator nominated by the Commission and third by the SPA in accordance with provisions of THE ARBITRATION AND CONCILIATION ACT, 1996.

18.2.2 Both the parties will pay remuneration to the arbitrators appointed by them respectively and share 50% of remuneration paid to the arbitrator appointed by PSGAD and other expenses occurred during the process of arbitration.

18.2.3 The jurisdiction of all the challenges arising out of the agreement or to its implementation shall be the district court of Indore and high court in Madhya Pradesh. 18.2 arbitration awards to be binding

18.3.1 The parties undertake to carry out any decision or award of the arbitrator ("Award") without delay. Awards relating to any dispute shall be final and binding on the parties from the date they are made.

18.3.2 The parties agree that an Award may be enforced against the SPA and the Commission, as the case may be, and their respective assets wherever situated.

18.3.3 Except where the dispute arises from the termination of the Agreement, this Agreement and rights and obligations of the parties shall remain in full force and effect pending the Award in any arbitration proceeding hereunder.

## **19. PROPERTY OF THE PARTIES**

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

## **20. GOVERNING LAW AND JURISDICTION**

This Agreement shall be construed and interpreted in accordance with the Applicable Laws and the Courts in District of Indore, Madhya Pradesh shall have jurisdiction over all matters arising out of or relating to this Agreement.



## 21. SURVIVAL

Termination of this Agreement shall not relieve the SPA or Commission of any obligations hereunder which expressly or by implication survives Termination hereof, and except as otherwise provided in any provision of this agreement expressly limiting the liability of either party, shall not relieve either party of any obligation or liability for loss or damage to the other party arising out of or caused by acts or omissions of such party prior to the effectiveness of such termination or arising out of such termination.

## 22. ENTIRE AGREEMENT

22.1 This Agreement, authorization letter, RFP, Terms of Reference (TOR) along with its annexure and FRS prepared as per TOR constitute a complete and exclusive statement of the terms of the Agreement between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless expressly approved previously in writing by the Commission and executed by the person expressly authorized by a resolution of the SPA in this behalf.

### 22.2 Priority of documents

The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral part of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

- (a) Agreement
- (b) Annexure of Agreement;
- (c) RFP
- (d) Letter of Award & its Corrigendum
- (e) FRS prepared by SPA and approved by MPPSC
- (f) Technical Proposal submitted by the SPA

## 23. NOTICES

Any notice or other communication to be given by a Party to the other Party, under or in connection with the matters contemplated by this Agreement, shall be in writing and shall:

- 23.1 in the case of the SPA, be marked for the attention of the person set out opposite the corresponding signature below or to such other address marked for such other attention as the SPA may from time to time designate by notice to the provided that notices or other communications be confirmed by sending a copy thereof by registered acknowledgement due, or by courier and/or also be sent by facsimile to the number as the SPA may from time to time designate by notice to Commission; and
- 23.2 in the case of Commission be given by letter and be addressed to the **Chairman**



23.3 Copy of all the notices shall also be sent by registered acknowledgement due.

## 24. SEVERABILITY

If for any reason whatever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provision shall not be subject to dispute resolution under this Agreement or otherwise.

## 25. NO PARTNERSHIP

Nothing contained in this Agreement shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever.

## 26. COUNTERPARTS

This Agreement may be executed in two counterparts, each of which when executed and delivered shall constitute an original of this Agreement.

IN WITNESS WHEREOF THE, PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN

|  |  |
|--|--|
| <p>For and on behalf of the Commission by</p> <p>_____ (Signature)</p> <p>_____ (Name)</p> <p>_____ (Designation)</p> <p><br/>SIGNED, SEALED AND DELIVERED</p> | <p>For and on behalf of the SPA by:</p> <p>_____ (Signature)</p> <p>_____ (Name)</p> <p>_____ (Designation)</p> <p><br/>SIGNED, SEALED AND DELIVERED</p> |
|--|--|

In the presence of:

- 1.
- 2.

**(Dr. Bipin Beohar)**  
Chairman

**(Prof. S.P. Gautam)**  
Member

**(Prof. Bhaskar Choubey)** Member

**(Renu Pant IAS)**  
Secretary

**(Vandana Vaidya)**  
Dy. Secretary

**(Dr. R.R. Kanhere)**  
Exam Controller

**(Dinesh Jain)**  
Exam Controller

**(Kirti Khurasiya)**  
Ad. Exam Controller

### 1. BACKGROUND

The Madhya Pradesh Public Service Commission (MPPSC) is an institution constituted under section 315 of the Constitution, which has mandate to conduct competitive examination for recruitment of officers and executive employees for various departments of Government of Madhya Pradesh. The main objectives are to conduct the examination in free fair and transparent manner so as enkindle faith in neutrality of the Commission. The Commission conducts around 10 examinations per year in addition to State Service examination. Around 1.4 lakhs candidates appear in these examinations every year (other than State Service Examination).

The prime **focus** of the Commission is to ensure:

1. Integrity and sacredness of examination,
2. Maintain secrecy till results are declared
3. Transparency
4. Impartiality, accountability in whole process of competitive examination;
5. Improve examination and evaluation practices;

To achieve these objectives, the Commission:

1. Prescribes scheme of examination to select suitable candidates for advertised posts.
2. Prescribes syllabus for various examinations.
3. Prescribes the Terms & Condition for conduct of competitive examination to select suitable candidates.

In order to increase transparency, accuracy, impartiality along with reduction in time of conduct of Examination, the Commission has decided to automate /computerize the process of conduct and management of examination in PPP mode other than SSE in first phase.

### 2. SCOPE OF WORK

MPPSC wants to appoint an authorized agency for the **Digital/ Cyber Forensic/ Data Tempering Analysis of Examination Data** right from allotment of Roll numbers to publication of result.

The authorized Agency (SPA) needs to certify whole examination data:

- 1.1. The roll numbers once generated as per the prescribe logic are unchanged.
- 1.2. Certify that Responses of the Candidate are same as he has finally submitted in the Examination.
- 1.3. Certify that Marks awarded to the candidates are based on the responses of the candidate, final Answer Key provided by the commission and the logic of marking.
- 1.4. Once the selected agency certifies for the points mentioned above (1.1, 1.2, 1.3), final result will be published.
- 1.5. Agency should be able to proof in the court of Law, Whatever procedures it adopted for data analysis and correctness and trustworthy of the certificate.

### **3. TRAINING MANPOWER AND HARDWARE SOFTWARE SUPPORT IN OFFICE OF THE COMMISSION**

The SPA will provide:

- 3.1 Hardware, software, networking at the head quarter as per requirement.
- 3.2 Technically qualified, experienced, adequate manpower at headquarter level to upgrade, manage and maintain the software in the entire data processing wherever and whenever required due to change in the process logic of MPPSC examination rules and provisions. The man power will also be responsible to debug any unforeseen problem.
- 3.3 Impart training for staff of Examination Section and officials of MPPSC to handle the entire data processing procedure.

### **4. PORTABILITY OF DATA**

The pre Examination automation phase will require online data porting in following scenario:

- 4.1 Data will be provided in Pen drives per exam per paper.
- 4.2 SPA is responsible for taking Images of hard drives.
- 4.3 Result data must be provides in read only CD.

### **5. WARRANTIES & INTELLECTUAL PROPERTY RIGHTS (IPR)**

During the comprehensive contract period 2 years, the bidder will provide all Digital Forensic analysis reports and audit certificates of post examination data within 30 days of their availability/release date and should carry out at no additional cost to MPPSC.

Bidder has and will have all necessary licenses, approvals, consents of third Parties/principle manufacturers and all necessary technology, hardware and software to enable it to provide necessary reports and audit certificates.

- 5.1 Intellectual property in anything generated/developed by the bidder specifically and exclusively for MPPSC, and based on the information or data owned by MPPSC, shall vest with MPPSC.
- 5.2 The successful bidder would handover/return the entire data/reports/pen drive/solution/output data as processed for MPPSC along with complete knowledge transfer.
- 5.3 All data and information provided by MPPSC must be kept secret by SPA. Distribution of data/information of MPPSC in any form is prohibited by MPPSC. MPPSC may take action on such activity/confidentiality breach against SPA.

### **6. WORK ORDER FOR DIGITAL FORENSIC ANALYSIS OF POST EXAMINATION DATA**

- 6.1 The commission shall issue work order in writing to SPA for Digital Forensic Analysis and Audit of Post Examination Data.

(RFP for Digital/Cyber Forensic Analysis of Post Examination Data)

## 7. IMPOSITION OF PENALTIES

### **Project Time line**

SPA will provide all Digital Forensic analysis reports and audit certificates of post examination data within 30 days of their availability/release date.

Above timelines are mentioned for Service Provider Agency to perform various activities under given milestones. Time taken by MPPSC for evaluation and approval of deliverables will be excluded from above timelines.

### 7.1 PENALTY

In case of each incidence of confidentiality breach/ breach of terms and condition the agreement /integrity of the data provided to SPA, will attract a penalty as mentioned below.

- a. If data gets leaked: A penalty of Rs. 5 Lakhs along with the expense of conduct of re-examination to be incurred thereafter, will be recovered from SPA for such breach of confidentiality.
- b. If the original data has been manipulated/tampered or changed or any malafide or any malpractice found: A penalty of Rs. 10 Lakhs will be imposed.
- c. If entire reports gets calculated out of scope: A penalty of Rs. 5 Lakhs will be imposed along with blacklisted in the department.
- d. If after receiving the data from MPPSC, SPA fails to prepare reports within 15 days as per this agreement a penalty up to Rs. 1 lakh will be levied.
- e. For every other breach excluding as mentioned above of terms and condition of this Agreement or failure to perform and /or delay in achieving time line, a penalty up to 1 lakh may be levied.
- f. If the agency has not perform as per the requirement or in case agency fails to proof the certificate in court of law a penalty of Rs. 10 lakhs will be imposed.

### **PENALTIES FOR DELAY**

If the successful bidder fails to complete RFP clause 3.1.1 and 3.1.2 the requirements within the time period(s) specified in the scope of work, MPPSC may without prejudice to its other remedies under the Agreement, levy as Penalties of Rs. 5,000/- excluding the manpower payable under the Agreement, for each week or part thereof of delay, until actual delivery of performance. If the delay continues beyond 2 month, MPPSC may terminate the Agreement.

Failure to complete the required services mentioned in RFP clause point 3.1.3 within project timeline MPPSC may, without prejudice to its other remedies under the Agreement, levy as Penalties of Rs. 5,000/- for each week or part thereof of delay, until actual delivery of performance. If the delay continues beyond 2 month, MPPSC may terminate the Agreement.

In any case the penalties shall not exceed Rs. 50,000/- furnished by the bidder.

## 7.2 OPPORTUNITY OF HEARING BEFORE IMPOSITION OF PENALTY

- i. However before imposing any penalty as above, the SPA will be given an opportunity of hearing before the Chairman, MPPSC.
- ii. Penalty imposed shall be deposited by SPA in the form of DD in name of Secretary MPPSC, payable at Indore or electronically transferred to account of the Secretary MPPSC within 15 days.
- iii. In case SPA fails to deposit the amount of penalty within 15 days, it will be recovered from Bank Guarantee.

## 8. HANDOVER OF DATA,

### **Communication of data between MPPSC and SPA (As per requirement)**

Before completion of Agreement period SPA will hand over the all Data to MPPSC and after completion of each Exam, Data communication between MPPSC and SPA will done in:

- i. CD
- ii. Non Modifiable/ password protected Excel sheet
- iii. Pen drives

**(Dr. Bipin Beohar)**  
Chairman

**(Prof. S.P. Gautam)**  
Member

**(Prof. Bhaskar Choubey)** Member

**(Renu Pant IAS)**  
Secretary

**(Vandana Vaidya)**  
Dy. Secretary

**(Dr. R.R. Kanhere)**  
Exam Controller

**(Dinesh Jain)**  
Exam Controller

**(Kirti Khurasiya)**  
Ad. Exam Controller

## ANNEXURE – 1: BID FORM

Date: [ \_\_/\_\_/\_\_ ]

To,  
The Chairman,  
MPPSC  
Indore

Dear Sir,

1. Having examined the RFP Documents, the receipt of which is hereby acknowledged, we, the undersigned, submit deliverables in full conformity with the said RFP Documents.
2. We have read the provisions of RFP documents & confirm that we agree to all its term and conditions.
3. We hereby submit our bid offer and further declare that the bid is unconditional.
4. We undertake, if our bid is accepted, to commence the work as per the schedule immediately upon signing of the Agreement by both parties, and to achieve Completion within the time stated in the Bidding Documents.
5. We undertake, if our bid is accepted, we will obtain a Performance Guarantee issued by a nationalized bank in India, acceptable to MPPSC for a sum of Rs. 10,000,00/- (Ten Lakhs) as quoted in our commercial proposal of the Bid document for the due performance of the contract.
6. We undertake that, in competing for (and, if the award is made to us, in executing) the above assignment, we will strictly observe the laws against fraud and corruption in force in India.
7. We agree for unconditional acceptance of all the terms and conditions in the Bid document and also agree to abide by this Bid response for a period of 90 days from the date fixed for Bid opening and it shall remain binding upon us, until within this period a formal contract is prepared and executed, this Bid response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us.
8. Until the formal final Contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding contract between us.
9. We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to the MPPSC is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the MPPSC as to any material fact.
10. We agree that you are not bound to accept the lowest or any Bid response you may receive. We also agree that you reserve the right in absolute sense to reject

all or any of the products/ service specified in the Bid response without assigning any reason whatsoever.

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

(Signature)

(In the capacity of).....

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

Seal/Stamp of bidder

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

Date:

Place:

Name and Designation with Seal



## ANNEXURE – 2: BIDDER PROFILE

**Note:** To be filled separately by each Consortium Partner in case of Consortium /ALL THE DIRECTORS, PARTNERS or MEMBERS in particulars

| S/N | Particulars   | Response |
|-----|---|----------|
| 1   | Company Name  |          |
| 2   | Date of incorporation   |          |
| 3   | Company Head Office Address, Phone No, Fax No, telephone ID   |          |
| 4   | Registered office address, Phone No, Fax No, telephone ID   |          |
| 5   | Contact person Name (Single point of Communication)   |          |
| 6   | Address   |          |
| 7   | Telephone no.   |          |
| 8   | Mobile No.  |          |
| 9   | Fax No.   |          |
| 10  | e-mail ID   |          |
| 11  | Bidder's status (Prime Bidder/Consortium Partner)   |          |
| 12  | Brief detail of same kind of projects implemented include project value   |          |
| 13  | Does the company have developed application s/w and has complete ownership of product.  |          |
| 14  | Place of Development of already developed application s/w, number of Team members and their Qualification                               |          |
| 15  | Place of customization of already developed s/w, its Address, Phone, Fax, Details of Team leader, Team members and their Qualifications |          |
| 16  | Whether company has been blacklisted for service deficiency in last 3 years. If yes, details thereof.                                   |          |
| 20  | Any Quality Certifications obtained (ISO/CMM etc.). Submit details.   |          |
| 21  | Income Tax PAN  |          |
| 22  | Service Tax Regd. no.   |          |
| 23  | Name, Address of all Directors/Partners/ Members  |          |

Seal/Stamp of bidder

### ANNEXURE – 3A: POWER OF ATTORNEY (IN CASE OF SINGLE BIDDER)

Whereas the MPPSC has invited bids from the interested bidders for "**Digital/Cyber Forensic Analysis** for MPPSC" (hereinafter referred as "the Project") in MPPSC. Whereas, \_\_\_\_\_ (referred as "Bidder") being interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Project,

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

I, M/s. \_\_\_\_\_, having our registered office at \_\_\_\_\_, [the respective names and addresses of the registered office] do hereby irrevocably designate, nominate, constitute, appoint and notarized Mr/Mrs./Miss. \_\_\_\_\_s/o, \_\_\_\_\_ D/o \_\_\_\_\_ Resident \_\_\_\_\_ of \_\_\_\_\_, true and lawful attorney of the Bidder (hereinafter referred to as the "Attorney") and hereby irrevocably notarized the Attorney to conduct all business for and on behalf of the Bidder during the bidding process and, in the event the Bidder is awarded the Concession/ Contract, during the execution of the Project, and in this regard, to do on behalf of the Bidder, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bid and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Bidder and generally to represent the Bidder in all its dealings with the Concessioning Authority/ Confirming Party, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Bidder's bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with the Government and Concessioning Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of attorney namely board resolution and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by Bidder.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF  
ATTORNEY ON THIS DAY OF .....

For \_\_\_\_\_  
(Name & Title)

For \_\_\_\_\_  
(Name & Title)

Witnesses:

1. Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Address: \_\_\_\_\_  
Signature: \_\_\_\_\_

2. Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Address: \_\_\_\_\_  
Signature: \_\_\_\_\_

(Executants)  
(To be executed by the Bidder)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, lay down by the applicable law namely duly on required stamp duty and registered with the office of the sub-registrar of the registration and the charter documents of the notarized no(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the Bidder should submit for verification documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

Seal/Stamp of bidder

## ANNEXURE – 3B: POWER OF ATTORNEY (IN CASE OF CONSORTIUM)

Whereas the MPPSC has invited bids from the interested bidders for "**Digital Forensic Analysis and Audit of Post Examination Data** for MPPSC" (hereinafter referred as "the Project") in MPPSC. Whereas, \_\_\_\_\_ and \_\_\_\_\_ (referred as "Bidder") being interested in bidding for the project in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the project,

### NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, M/s. \_\_\_\_\_, having our registered office at \_\_\_\_\_, [the respective names and addresses of the registered office] and

M/s. \_\_\_\_\_, having our registered office at \_\_\_\_\_, [the respective names and addresses of the registered office]

do hereby irrevocably designate, nominate, constitute, appoint and notarized Mr/Mrs./Miss. \_\_\_\_\_ s/o, \_\_\_\_\_ D/o \_\_\_\_\_ Resident of \_\_\_\_\_, true and lawful attorney of the Bidder (hereinafter referred to as the "Attorney") and hereby irrevocably notarized the Attorney to conduct all business for and on behalf of the Bidder during the bidding process and, in the event the Bidder is awarded the Concession/ Contract, during the execution of the Project, and in this regard, to do on behalf of the Bidder, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bid and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Bidder and generally to represent the Bidder in all its dealings with the Concessioning Authority/ Confirming Party, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Bidder's bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with the Government and Concessioning Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power namely board resolution and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by Bidder.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF .....

For \_\_\_\_\_  
(Name & Title)

For \_\_\_\_\_  
(Name & Title)

Witnesses:

1. \_\_\_\_\_

2. \_\_\_\_\_

(Executants)  
(To be executed by the Bidder)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, lay down by the applicable law namely duly on required stamp duty and registered with the office of the sub-registrar of the registration and the charter documents of the notarized no(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the Bidder should submit for verification documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

Seal/Stamp of bidder

#### ANNEXURE – 4: EARLIER EXPERIENCE

Submit following details separately for each of the **Digital/Cyber Forensic Analysis** (one duly filled format for each client).

| S/N | Particulars   | Response |
|-----|---|----------|
| 1   | Organization in India where the proposed solution is already successfully implemented by the bidder & in last 3 years – supported by letters from clients |          |
| 2   | Address of a contact person at above Organization   |          |
| 3   | Name  |          |
| 4   | Designation   |          |
| 5   | Mobile No   |          |
| 6   | Email   |          |
| 7   | Name of the work/project & location   |          |
| 8   | Owner of Sponsoring Organization  |          |
| 9   | Cost of the project   |          |
| 10  | Date of Commencement of the contract  |          |
| 11  | Period of the project   |          |
| 12  | Team Composition (deployed for the project)   |          |
| 13  | Whether project completed or running  |          |
| 11  | Time taken for implementation of the solution from the date of Purchase Order / signing of contract   |          |
| 12  | Hardware/OS platform on which implemented.  |          |
| 14  | Whether supply and installation of hardware was also included in the scope of the work.   |          |

Seal/Stamp of bidder

Signature of Authorized Signatory

## ANNEXURE – 5: COMMERCIAL BID FORMAT

(This format must be kept in a separate sealed cover)

To:

Chairman,  
MPPSC, Indore.

### Sub/ Ref: Submission of Bid for Digital/Cyber Forensic Analysis for MPPSC

Having examined the RFP Document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to “**Digital/Cyber Forensic Analysis for MPPSC**” in MPPSC Indore. To meet such requirements and to provide services as set out in the RFP document, we hereby submit our quotation, summarizing our commercial proposal as under:

| Number of Candidates in Examination  | Question Paper (QP) based examinations | Rate in INR (in words) | Rate in INR (in Figure) |
|--|--|------------------------|-------------------------|
| For examination in which Candidates strength <b>below 1000 and appear for</b>            | For 1 QP                               |                        |                         |
|  | For 2 QP                               |                        |                         |
|  | For 3 QP                               |                        |                         |
| For examination in which Candidates strength between <b>1000 to 10000 and appear for</b> | For 1 QP                               |                        |                         |
|  | For 2 QP                               |                        |                         |
|  | For 3 QP                               |                        |                         |
| For examination in which Candidates strength <b>10000 to 25000 and appear for</b>        | For 1 QP                               |                        |                         |
|  | For 2 QP                               |                        |                         |
|  | For 3 QP                               |                        |                         |
| For One year (Any number of examinations and candidates)                                 | For 1 QP                               |                        |                         |
|  | For 2 QP                               |                        |                         |
|  | For 3 QP                               |                        |                         |

#### Terms:-

1. For examination above 25000 candidates rates will be calculated as per rates provided for below 1000 candidates and 1000 to 10000 candidates in above table (Commercial Bid Format).
2. The Prices mentioned above are inclusive of all taxes, duties, levies, freight, insurance and discount or any other charges whatsoever.
3. Price shall remain fixed for a period of 2 years from the date of Notification of award.

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

(Signature)

(In the capacity of).....

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

Seal/Stamp of bidder

### **CERTIFICATE AS TO AUTHORISED SIGNATORIES**

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

Date:

Place:

Name and Designation with Seal



## ANNEXURE – 6: DECLARATION /UNDERTAKING BY BIDDER

### DECLARATION / UNDERTAKING

I/We/M/s. \_\_\_\_\_ represented by its proprietor / Managing Partner / Managing Director having its Registered Office at \_\_\_\_\_ and its Company Premises at \_\_\_\_\_ do declare that I/We have carefully read all the conditions of RFP Ref. No. \_\_\_\_\_ for supply of Services for **Digital/Cyber Forensic Analysis for Madhya Pradesh Public Service Commission Conducted by MPPSC** floated by the MPPSC, and accept all conditions of RFP.

I/we declare that I/we shall not have a Conflict of Interest that affects the Bidding Process.

I/We declare that I/we have not been barred from participating in any project by the Central/State Government or any entity controlled by it and no bar subsists as on the date of bid.

I/We further declare that there is no dispute pending with the Central/State Government or any entity controlled by it

Or

I/we declare that following disputes/notices are pending against us unresolved by the Central/State Government or any entity controlled by it.

(Pl. give details of project name, Contract awarding agencies, detail of dispute/notices and current status).

I/We declare that I/we in the last 3 (three) years have neither failed to perform any contract as evidenced by imposition of a penalty or punishment by an arbitral or judicial authority or a judicial pronouncement or arbitration award against me/us, nor have been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach of contract.

I/We further declare that no dispute is pending in regard of imposition of penalty before any arbitral or judicial authority

or

I/we declare that following disputes/notices are pending against us unresolved before an arbitral or judicial authority.

(Pl. give details of project name, Contract awarding agencies, detail of dispute/notices and current status).

We declare that I/we do not have any enquiry registered against me/us in any of the vigilance organization like CBI, EOW, SIT, STF, CVC etc.

(RFP for Digital/Cyber Forensic Analysis of Post Examination Data)

I/we declare that I am/we are not a member of another bidding entity.

I/We declare that when Commission ask me/us for additional information, I/we will arrange discussions with mine/our professional, technical faculties to verify claims made in bid documentation. If I/we fail to submit the additional supporting documents, the bid shall be rejected.

(In case of consortium each member of consortium must satisfy individually above five conditions)

I/We agree that the MPPSC has rights of forfeiting the Bid Security and or Performance Guarantee Deposit and blacklisting me/us for a period of 3 years if any information furnished by us found to be false at any time after giving due opportunity of hearing.

Signature and Seal of the Bidder

Name & Address in capital letters with Designation

To be attested by Notary

## ANNEXURE – 7: PERFORMANCE GUARANTEE FORM

1. In consideration of the Madhya Pradesh Public Service Commission (hereinafter called 'the commission') having agreed to exempt \_\_\_\_\_ [hereinafter called 'the said SPA'] from the demand, under the terms and conditions of an agreement dated \_\_\_\_\_ made between \_\_\_\_\_ and \_\_\_\_\_ for Digital/Cyber Forensic Analysis (hereinafter called 'the said agreement'), of performance guarantee deposit for the due fulfillment by the said SPA of the terms and conditions contained in the said agreement, on production of a bank guarantee for Rs. \_\_\_\_\_ (rupees \_\_\_\_\_ only) we, \_\_\_\_\_, (hereinafter referred (indicate the name of the bank) to as 'the bank') at the request of \_\_\_\_\_ [spa(s)] do hereby undertake to pay to the commission an amount not exceeding Rs. \_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by the commission by reason of any breach by the said SPA(s) of any of the terms or conditions contained in the said agreement and penalty imposed by the chairman as per terms and conditions of the said agreement..
2. We \_\_\_\_\_ (indicate the name of the bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the commission stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the commission by reason of breach by the said spa(s) of any of the terms or conditions contained in the said agreement or by reason of the spa(s)' failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_.
3. We undertake to pay to the commission any money so demanded notwithstanding any dispute or disputes raised by the spa(s)/supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the spa(s)/supplier(s) shall have no claim against us for \_\_\_\_\_ making \_\_\_\_\_ such \_\_\_\_\_ payment.
4. We, \_\_\_\_\_ (indicate the name of bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the commission under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till \_\_\_\_\_ the commission certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said spa(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the \_\_\_\_\_ we shall be discharged from all \_\_\_\_\_ liability \_\_\_\_\_ under \_\_\_\_\_ this \_\_\_\_\_ guarantee \_\_\_\_\_ thereafter.
5. We, \_\_\_\_\_ (indicate the name of bank) further agree

(RFP for Digital/Cyber Forensic Analysis of Post Examination Data)

with the commission that the commission shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said spa(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the commission against the said spa(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said spa(s) or for any forbearance, act or omission on the part of the commission or any indulgence by the commission to the said spa(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the bank or the spa(s).

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

8. Dated the \_\_\_\_\_ day of \_\_\_\_\_ for \_\_\_\_\_ (indicate the name of the bank).



## ANNEXURE - 9 ANNUAL TURNOVER STATEMENT

The annual Turnover of M/s..... For the past three years are given below and certified that the statement is true and correct.

(In case of consortium, provide this information for both the members of consortium)

### **Turnover in Crore (Rs.)**

| S.No. | Year | Total Turnover<br>in Crores | Turnover in Crores (Rs.)<br>related to Data Audit |
|-------|------|-----------------------------|---|
| 1.    |      |                             |   |
| 2.    |      |                             |   |
| 3.    |      |                             |   |

Date :

Seal :

Signature of Auditor /  
Chartered Accountant  
(Name in Capital)

**ANNEXURE - 10: LIST OF CLIENTS AND PROJECT COST**

| <b><u>S.No</u></b> | <b>NAME OF THE CLIENT</b> | <b>DESCRIPTION OF PROJECT</b> | <b>PROJECT COST</b> |
|--------------------|---------------------------|-------------------------------|---------------------|
|                    |                           |                               |                     |
|                    |                           |                               |                     |
|                    |                           |                               |                     |
|                    |                           |                               |                     |
|                    |                           |                               |                     |
|                    |                           |                               |                     |
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|                    |                           |                               |                     |
|                    |                           |                               |                     |
|                    |                           |                               |                     |
|                    |                           |                               |                     |
|                    |                           |                               |                     |
|                    |                           |                               |                     |

Signature and Seal of the Bidder

Name & Address in capital letters

Designation

(RFP for Digital/Cyber Forensic Analysis of Post Examination Data)

**ANNEXURE –11: LIST OF DOCUMENTS TO BE PROVIDED BY BIDDER IN ENVELOP 2**

| <b><u>LIST OF DOCUMENTS</u></b> |   |   |                                      |
|---------------------------------|---|---|--------------------------------------|
| <b>S.N<br/>O</b>                | <b>CRITERIA</b>   | <b>STATUS<br/>Yes/NO/Not<br/>Applicable</b> | <b>PAGE<br/>NO./DOCUMENT<br/>NO.</b> |
| 1                               | Bids FORM submitted on time and date ( As per Annexure 1)   |   |                                      |
| 2                               | Bidders Profile ( As per Annexure 2)  |   |                                      |
| 3                               | I )Resolution of Board for Bid submission<br>II) Bids duly signed by authorized signatory authenticated by Board <b>Chairman</b> / Others   |   |                                      |
| 4                               | <b>Nature of organization submitting tender</b>   |   |                                      |
| 4a                              | PSU / PSE / Society / Association / Partnership firm or a Limited company (in case of consortium, MOU or Agreement between both the partners / collaborators to be checked)   |   |                                      |
| 4b                              | Power of Attorney ( Annexure 3A/3B as the case may be)  |   |                                      |
| 4c                              | Copy of Memorandum and Article of Association/ Partnership deed of Company/Firm/Registration Certificate of Society/Consortium Registered in India  |   |                                      |
| 5                               | Live Registration document of Income tax, Service Tax Department of Bidder or both the members of Consortium  |   |                                      |
| 6                               | Audited Balance sheet and P&L account for last 3 financial Years( Turnover proof).In case of year 13-14 if annual reports are not prepared , Provisional Certificate certified by CA(for Bidder or Lead Member or all the members <b>Annexure 9</b> ) |   |                                      |
| 7                               | Certification (Level 3/4/5)/ISO CERTIFICATION as applicable for Bidder.   |   |                                      |
| 8                               | Quality Assurance Group (format as per Annexure 8)  |   |                                      |
| 9                               | <b>Bidders Experience Certificate</b> (for Bidder or either Member of Consortium or all the members)  |   |                                      |



|         |  |  |  |
|---------|--|--|--|
| 10<br>a | The Bidder has to submit documentary evidence for earlier experience in conduct of Digital/Cyber Forensic Analysis.  |  |  |
| 10<br>b | Clients Certificate of Digital/Cyber Forensic Analysis   |  |  |
| 10<br>c | Certified Copy of contract OR any document Providing evidence of successfully executing Digital/Cyber Forensic Analysis in last 5 years  |  |  |
| 10<br>d | Bidders Experience Certificate ( should reflect that bidder is working in the field of Digital/Cyber Forensic Analysis)  |  |  |
| 11      | Certificate or relevant document stating ownership of Developed S/w  |  |  |
| 12      | <b>Declaration/Undertaking</b> (from Bidder or both the members –Annexure 6)   |  |  |
| 13      | An Affidavit by the Bidder duly notarized that the information, certified copies of the documents supplied with the Bid and undertakings given/certificates attached are true and correct to the best of his/their knowledge and belief. |  |  |

---EOD---