



CUTTACK MUNICIPAL CORPORATION

Choudhary Bazaar, Cuttack - 753001

RFP. No.: - VI-H/123/2022/1669/HO

Date: 15/07/2022

REQUEST FOR PROPOSAL FOR

**“Selection of Agency for Establishment of
Comprehensive Call Center at Cuttack Municipal
Corporation”**

ISSUED BY:

**COMMISIONER
CUTTACK MUNICIPAL CORPORATION
CUTTACK**

Bidding Data Sheet

1	RFP No.	VI-H/123/2022/1669/HO
2	Name of work	"Selection of Agency for Establishment of Comprehensive Call Center at Cuttack Municipal Corporation"
3	Method of selection	QCBS
4	Joint venture/Consortium	No
5	Contacting Person	Deputy Commissioner (Sanitation), CMC
6	Availability & Downloading of tender documents from the Website.	19/07/2022 (11.00 AM) to 19/08/2022 (05.00 PM) Website: http://cmccuttack.gov.in/
7	Last date of bid submission	19/08/2022 till 5:00 PM
8	Cost of Bid Document	Rs.10,000/- to be submitted in shape of DD from any Schedule Commercial Bank in favour of "Municipal Commissioner, CMC" to be drawn at Cuttack.
9	EMD	Rs.1,00,000/- to be submitted in shape of DD from any Schedule Commercial Bank in favour of "Municipal Commissioner, CMC" to be drawn at Cuttack.
10	Submission of prebid queries if any	Latest by 26/07/2022 (2.00 PM) on email id: mccmc@nic.in
11	Prebid Meeting	27/07/2022 till 11:30 AM
12	Uploading prebid queries & responses	30/07/2022 by 3:00 PM
13	Opening of Technical proposal	20/08/2022 till 11:30 AM
14	Opening of Financial proposal	To be informed later to qualified bidders
12	Validity of Proposal	180 days from the date of submission.
15	Mode of submission	Through Speed Post/ Registered Post (Indian Post)/ Courier
16	Address	Deputy Commissioner, Cuttack Municipal Corporation, Choudhary Bazaar, Cuttack - 753001 Email: mccmc@nic.in Tel: 8637223554


Commissioner
Cuttack Municipal Corporation

Part – 1 (Functional & Technical Specifications)

1. Introduction

1.1 Project Background & Objectives

CMC proposes to establish a multi-tasking Call Centre to improve the efficiency of services by providing single point of contact for information related to Authority's programmes and also to provide reliable mechanism for monitoring and ensuring traceability of every activity. CMC is making constant and concerted effort to formulate and execute schemes to ensure timely delivery of qualitative services and Government schemes to the people.

The majority of the activities for which CMC shall utilize the services of Call Center but not limited to undermentioned sections are:

- Birth & Death
- Sweeping
- Drain cleaning
- Lifting of garbage
- Mosquito Control (NVBDGP)
- Door to Door collection by LCV
- Door to Door collection by BOV
- Food Safety activities
- ABC programs
- Public health activities
- AMC programs
- Smell from MCC
- Bin point check
- CT & PT
- Tractor
- Cesspool vehicle
- Street Light
- Civil Infrastructure
- Holding tax
- Trade Licensing and parking
- Enforcement
- Establishment
- Poverty Alleviation
- Emergency
- Nursing Home
- Vending Zone

- Health Care Programmes

The key objectives of the undermentioned programs are as follows:

Sl. No.	Type of Services/Activities	Queries/Tasks/Activities
1	Birth & Death	• Registration of Birth & Death • How to apply Birth & Death. • Approval • Duplicate certificate • Change of name & address • NOC
2	Sweeping	• Loose garbage, mud and plant waste making roadways and Cross walkers Slippery. • Not Covering every beats of Lane. • Demanding money. • Sweeper Absent. • Irregular Sweeping.
3	Drain Cleaning	• Drain blocked by leaves, garbage and other dirt pose to flood risk. • Drain Cleaning are not done properly. • Chocking of drain. • Slow Drains. • Foul odor coming from drains.
4	Lifting of Garbage	• Daily Collection, transport & Disposal. • Garbage contaminates surface waters. • Bacteria, insect and vermin thrive from garbage.
5	Mosquito Control (NVBDCP)	• Fogging required due to increase of Mosquito density • Spraying of Mosquito oil in the bushes. • Spraying of Anti Larva oil into the drain.
6	Door to Door collection by LCV	• Daily door to door collection. • Covering of each beats. • Awareness & Visit by Swacha sathis. • Collection in a time bound manner.
7	Door to Door collection by BOV	• Awareness & Visit by Swacha sathis. • Collection in a time bound manner. • Covering of each beats.
8	Food Safety activities	• How to apply for food registration & License certificate. • Unhygienic & noxious selling for food establishment vendor. • Raid /awareness activities for food establishment .
9	ABC programs	• Catching of stray/mad dogs.

		• Sterilization of dogs.
10	Public health activities	• Dengue, Diarrhea, Malaria, Jaundice Cases • Distribution of ORS. • Regulation of Halozen. • Well disinfection.
11	AMC Programs	• Cutting of small grasses, bushes & branches. • Control room for emergency situation.
12	Smell from MCC	• Foul smell coming from MCC.
13	Bin point check	• Garbage on road near the Bins. • Garbage overflowing. • Unhygienic. • Disinfectant around the bin point.
14	CT & PT	• Overflowing of septic tank. • Foul smell coming from Toilet • Permanent closing.
15	Tractor	• Behavior of care taker. • Tractor not covering while transporting the waste. • Tapoline sheet not available while transporting the drain silt materials.
16	Cesspool vehicle	• Dumping of faecal sludge /materials in water bodies/open ground. • Cleaning of septic tank. • Worker not wearing proper PPE. • Hazardous cleaning/Manual Scavenging.
17	Street Light	• Repairing of LED light • Installation of new light.
18	Civil Infrastructure	• Removal of obstacles on road like sudden tree falling. • Removal of water stagnation during heavy rain. • Road cutting permission. • Repair of pot holes/patch work. • Minor repairing of existing road. • Repairing of drain & cover slab. • Repairing of bridge and culvert. • Renovation of pond and wells.
19	Holding tax	• Information regarding assessment of holding tax. • Extract of assessment. • Mutation on holding tax. • Holding tax assessment/vacancy remission.

		Assessment order for new and improvement to the existing building.
20	Trade Licensing and parking	- Information pertaining to trade license. - Issuance of fresh/renewal of trade license. - Temporary License. - Card and carriages. - Road side parking /parking issue. - Advertisement.
21	Enforcement	- Unauthorized construction / Demolition on Govt. Land (With G. A. Dept Aid) - Unauthorized encroachment on Road side / Footpath / Municipal Lane - Removal of encroachment causing obstruction to traffic - Removal of Debris by owner by issuing notice - Kine House Service - Requisition of sludge pump
22	Establishment	- Matter related to CMC - Issuance of Marriage certificate / NOC for tower / Online booking of Saheed Bhawan / Town Hall and Kalyan Mandap - Registration of marriage
23	Poverty Alleviation	- Supply of form & acceptance there of for oldage pension (SOAP/NOAP/NFBS/ODP/MBPY) - Supply of form & acceptance there of for Self Employment Scheme - Information of BPL Card
24	Emergency	- Pump deployment - Water logging - Heavy Rain - Tree Falling - Fire and accidental issue
25	Nursing Home	- Disposal of Biomedical waste - Attendance of doctor and nurse - Emergency preparedness - Solid waste management - Faecal Sludge disposal - Water quality
26	Vending Zone	Damage / Repair of Vending zone
27	Swachha Survekhyana & Other survey	- Feedback collection - IVR - Video Capturing - Website feedback

Stakeholder Analysis:

Sl. No.	Type of Services/Activities	Name of Stakeholder
1	Birth & Death	HO/SA/VS Clerk
2	Sweeping	HO/SI/JAMADAR/ SUPERVISOR
3	Drain Cleaning	HO/SI/FI/MI/MATE/ SUPERVISOR/JAMADAR
4	Lifting of Garbage	HO/SI/ SUPERVISOR/JAMADAR
5	Mosquito Control (NVBDGP)	HO/SI/FI/MI/SUPERVISOR
6	Door to Door collection by LCV	SWACHA SAATHI/SI/SE
7	Door to Door collection by BOV	SWACHA SAATHI/SI/SE
8	Food Safety activities	HO/SI/FSO
9	ABC programs	HO/ABC CLERK
10	Public health activities	HO/PHARMACIST/MPHS (M)/MPH(W)
11	AMC Programs	HO/CONTROL ROOM IC/AMC IC
12	Smell from MCC	SS/SI/SE
13	Bin point check	HO/SI/ SUPERVISOR/JAMADAR
14	CT & PT	SS/SI/JE/SE/ CITY ENGINEER
15	Tractor	SI/JAMADAR
16	Cesspool vehicle	CESSPOOL INCHARGE
17	Street Light	AEE(Electrical)
18	Civil Infrastructure	JE/AE/CITY ENGG., EE(CIVIL)
19	Holding tax	DC(Holding Tax)
20	Trade Licensing and parking	DC(License)
21	Enforcement	DC(ENFORCEMENT)
22	Establishment	JC-2, DC (Marriage)
23	Poverty Alleviation	SIO-cum-DC
24	Emergency	All JE/ AE/ EE/CITY ENGINEER/HO/ SI/NFCP
25	Nursing Home	HO

The key objectives of the health programs are as follows:

- I. To provide preventive and curative health care services adequately to all the people of Cuttack with greater emphasis on quality
- II. To ensure greater access to primary health care by bringing medical institutions very nearer to the people through mobile health units, particularly to the under-served and backward districts
- III. To reduce maternal and infant mortality drastically by extending better and faster health services to them
- IV. To improve hospital services at the secondary levels especially in terms of effective infrastructure and man power
- V. To implement various national health programs.

Need of ICDS (Strengthening of ICDS Service Delivery)

- To strengthen ICDS service delivery by making it more proactive and less reactive by defining proper health/growth/nutrition/preschool education indicators
- To simplify the process to capture the data and record it on a real time basis with reduced time, increased accuracy and more ease
- To reduce the data discrepancy at different hierarchical level and make it a system driven by infusing proper checks and validations
- To reduce incidence of mortality, morbidity, malnutrition and low education/drop-outs.
- To enable and inculcate e-learning and make learning more fun and a continuous affair
- To build a decision support system with zero-error and higher reliability
- To make the whole system more accountable

The Call center initiative leverages on cutting edge technologies to address the Health care & ICDS requirements across Cuttack by providing Health care information and medical advice to peripheral public health personnel round the clock. The proposed Call Centre will have provision of Tele Helpline no. which aims to reduce the minor ailment load on the public health system, Adolescent Health Counseling and Grievances Redressal of the beneficiaries. Commissioner, CMC would like to implement the following broad services under this project of Comprehensive call center:

- Service Calls/Reminder Calls/Verification Calls/SMS alerts/ Voice messages to beneficiaries as well as Health Workers related to MCTS application.
- Providing Information/Instructions to the Health Care providers, Medical Officers working in government health care system during epidemics and other health campaigns as well (In form of helpline on various National Health Programs).
- Health Advice Counseling and distribution of Iron Folic Acid (Adolescent Health)
- Grievance Redressal
- Information about availability of Hospitals/ Health facilities.

1.2 Structure of RFP

1. Functional & Technical Specifications

RFP intends to bring out all the details with respect to solution and other requirements. The information set out in this volume has been broadly categorized as Introduction with Project Background, Current System details, Project Scope, Roles and Responsibilities, Functional and Non-Functional specifications covering multiple aspects of the requirements.

2. Instructions to Bidders

RFP purports to detail out all that may be needed by the potential bidders to understand the General Instructions, Bid Submission Instruction, Payment Terms, Special Conditions of Contract and Bidding process details.

1.3 Goal of RFP

- The primary goal of this RFP is to solicit bids from the interested bidders to be selected as an Agency for the CMC through a competitive bidding process. This volume of RFP intends to bring out all the details that may be needed by the potential bidders to understand the scope of work, project implementation approach, commercial terms and bidding process details.
- The bidders are expected to examine all instructions, forms, terms, Project requirements and other information in the RFP documents. Failure to furnish all information required by the RFP documents or submission of a Bid not substantially responsive to the RFP documents in every respect will be at Agencies risk and may result in rejection of its Bid and forfeiture of Bid Security.
- Commissioner, CMC shall be the final authority with respect to qualifying a bidder through this RFP. The decision with regard to the choice of an Agency who qualifies through this RFP shall be final and the Commissioner, CMC reserves the right to reject any or all the bids without assigning any reason. The Commissioner, CMC further reserves the right to negotiate with the selected agency to enhance the value through this project and to create a more amicable environment for the smooth execution of the project.
- Commissioner, CMC will have the right to increase or decrease the Scope of work i.e. the quantities of equipment/material/manpower to be supplied by the Agency on this Project.

1.4 Health Stakeholder Analysis

Stake Holders – The below mentioned stakeholders need to be covered under this project:

Name of Stakeholder	Details /Activities
Beneficiary	The prime beneficiary of this project would be pregnant woman and child up-to 5 years of age. The Call Centre is envisaged to validate the records of beneficiaries and provide appropriate assistance to them including educating beneficiaries about maternal and child care and the benefits they can avail from government schemes and programs.
Health/ICDS Workers (ANM/ ASHA/AW etc.)	Call Centre is envisaged to verify the records of the health workers (ANM/ ASHA/AW etc.). Further it is also expected to resolve the queries of health workers who were called by the Call Centre/Helpdesk Agents. The project will also assist them by informing them the services due, services overdue status of their jurisdiction.
Health Department, Woman & Child Department	Call Centre/Agency will provide the report of the interaction they have with beneficiaries and health workers along with their feedback and record validation report. This would further help the Commissioner, CMC as well as administration to improve the health service delivery in the field, data quality in MCTS, identifying gaps and in taking

2. Overview of Scheme:

The objective is to undertake case specific monitoring to ensure complete delivery of services and monitoring of all the services to beneficiaries. The scheme aim is to have an Effective monitoring system.

It has option to generate work-plan Sub Centre wise, ANM wise, ASHA wise as well as Beneficiary wise to remind about due date of services.

- Provision of continuous monitoring of District, Block, GP, and Village Level Performance related to registration and service delivery to the beneficiaries through MCTS.
- Provision of validation of details of all field level Health Workers (ANM, ASHA, AW etc.).
- Transformation & Utilization of information to assist or support the functioning of grassroots level Health functionaries like ANM, ASHA, Angan Wadi workers (AW) etc.
- Roll-out of targeted Health Programs and Schemes, for controlling of external cost & time spill over.
- Validation of information collected from each Villages, GPs, Block at the district level, for figuring out authenticated situation at respective functional levels.
- Efficient need-based planning of allocation and management of health resources at ground-level.

Tele Help Line no. for reducing minor ailment load on the public system: The objective of Tele helpline is to reduce the minor ailment load respective sections. At the cost of a phone call, any citizen can render information and advice, avail counseling services, request directory information, or lodge a service complaint against any facility.

Grievance Redressal Mechanism –Grievance Monitoring Mechanism to solve the Public Grievances which is accessible. The Call Centre application will be integrated with the grievance monitoring system and all the grievances will be registered online through the Call Centre. The Complaints/Grievances will be forwarded to the concerned Nodal Officers/Departments for Redressal. For monitoring the actions taken by the concerned departments, there is provision in the application to monitor the status of grievances by the higher authorities. The Call Centre will coordinate/follow with the concerned departments through Online Application and the complaint will finally be disposed off by the Call Centre after resolving the grievance.

3. Project Scope (Scope of Work)

Establishment of Call Centre - The Agency needs to accomplish the following activities:

- Shall obtain the license of Call Centre operation for the project.
- Arrangement of Space for establishment of Call Centre shall be provided by client (CMC)
- To Procure, Install, Operate and Maintain the complete Infrastructure (IT and Non IT)
- To Integrate Call Centre Application
- To earmark and mobilize Call Centre Team
- To maintain discipline of the office environment and safety of the Call Centre, Call Centre staffs and other support staffs deployed at the Call Centre site.
- To establish and maintain the specified SLAs
- Go-Live of Call Centre (within 90 days from the award of contract)
- **Premises, Furniture and Amenities**
The Agency will be responsible for providing premises duly equipped with power including monthly electricity bill, lighting, network connectivity, security systems etc. Provision must be made for seating with proper lighting, air conditioning etc to ensure sufficient comfort levels to the Call Centre Executives. Other basic facilities like water, toilets, etc. should also be provided by client. Adequate training facilities should also be provided including availability of proper rooms with whiteboards, projectors and other appliances.

Hardware, Software, Telecom facilities:

The Agency will be responsible for all the hardware and software facilities required for smooth operation of a call center. This includes:

- Complete hardware and software for Executives (eg. virtualized desktops, headphones, etc.)
- IVR application with Server, CTI Solution including ACD, Dialer, voice logger, disaster recovery solutions, etc.
- All contemporary CMC of the art Business Intelligence Tools including but not limited to Automatic Roster Workforce Management Tool, Call Back Manager with Dialer, Voice Mail module (not only on IVR but for all agents across all services), Screen recording & Barging & Online Reports & Management Dashboards for CMC. The Agency are obligated to provide new Business Intelligence (BI) Tools and their updates at any time during the contract if CMC so desires at no extra cost.
- Other basic infrastructure such as cabling, firewalls for security etc.

Operation & Maintenance of Call Centre - After the successful completion and implementation of Call Centre. Selected Agency will be responsible for Operation & Maintenance of the Call Centre (as per award of contract) for 3 years and extendible by 2 years based on satisfactory performance

- The proposed solution can be broken into following programs

- Call Centre for Mother & Child Tracking for giving reminder Calls/SMS alerts to beneficiaries as well as Health Service Providers/Workers.
 - Tele Helpline which will have following components/features:
 - Health Advice/Counselling
 - Helpline for Health Care providers for providing information/instruction on various National Health Programs.
 - Grievance Redressal
 - Adolescent Health Helpline

Services to be included in the proposed Call Centre will have the following deliverables:

- I. All Pregnant Women and Parent of Child having phone no will be contacted through the Call Centre. Call Centre is expected to validate mother and child records by making outbound calls to the health beneficiaries and health workers. It shall also create awareness about health programs and provide guidance to the health workers and the health beneficiaries through IVRS calls.
- II. Special call will be made to High Risk Pregnant Women on monthly basis. Special calls will also be made for overdue of services
- III. Information of various health schemes and promotion of health facilities available in Govt. Hospitals for pregnant women, mother and child will also be covered during interaction through the proposed Call Centre.
- IV. A database will be created regarding actual implementation of health schemes from the inputs received during interaction.

1) Layers of expertise required in the Call Centre:

Level	Type of Resource/Staff	No. of Resource/Staff
I	Project Manager	1
2	Call Centre Executive + Supervisor (Preferably Female from Cuttack District)	15

Qualification & Experience of Staff (Mandatory & Desirable):

- Project Manager

Should have any of the following qualification with at least five years of experience in Health sector:

 - Preferably Master in Social Works or
 - Master Degree in Psychology /Clinical Psychology
 - Should be fluent in Odia, Hindi & English
 - Minimum experience in a Call Center.
- Call Center Executives (CE)
 - Should be graduate with 1 year post graduate diploma in Computer Application or BCA/Equivalent qualification.
 - Preferably minimum 1-year experience in a Call Center
 - Should have excellent communication skills in Hindi and Odia.
 - Female candidate should be preferred and she should belong to Cuttack District.

2) Level of Calling in the Call Centre:

Level	Name of Activity
I	Verification of Record by Calling Beneficiaries
II	Special Calls to Beneficiaries
III	Follow-up Calls (Incase services not availed by beneficiary after 1st & 2nd level of call or due to non-updation).

3) Call Centre Call Handling

The Call Centre function (through Helpdesk Agent/IVRS) will be broadly classified under the following three categories

- Validation of records of Health workers, ASHA(s) and Mother & Child registration
- Resolution of queries/grievances as posted by Health Functionaries & Beneficiaries.
- Promotion of Government Programmes & Schemes and IEC activities through Call Centre.

Call Centre functionalities have been detailed below:

- I. **Data Validation** – Validation of data received from Woman & Child database. The validation exercise needs to be carried out by making outbound calls to the respective health beneficiaries and the health workers. Errors that are generated in the validation exercise must be reported back to so that corrections can be made.
- II. **Query Resolution** – Call Centre shall have call resolution model for the queries of called health beneficiary/ worker:
 - a. Call Resolution by Call Center Executive – The Call Centre agents at the first-level are expected to enable the following functionalities:
 - Validation of data present in the Departments.
 - Resolution of queries posed by beneficiaries based on the standard question. Information dissemination about local health facilities and local health workers for providing Ante-Natal Care (ANCs), Post-Natal Care Check-ups (PNCs) and immunization for child.
 - Information dissemination about the government health intervention programs being run for the benefit of mother and child.
 - Dissemination of standardized awareness messages tailored to the region as well as the current health condition of the beneficiary.
- III. **IEC Activity** - One of the calling requirements for the project is to promote the government scheme(s) and programme(s) among the beneficiaries at the appropriate stage. Call Centre Agent/ IVRS Calls are expected to increase awareness among beneficiaries directly by educating them about the benefits they can avail through government schemes and programs.

4) Snapshot of Call Centre Key:

Stakeholders	Data Volumes
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- Girls & women between (15 - 49 Years) of age who are pregnant or have recent birth history. - Parents / Guardians of child between (0-6 Years) age groups. - Grass root level Health Functionaries (i.e. ANM, ASHA, Angan wadi workers etc.)	- Validation of mother and child records of departments - Validation of record of Health workers
Multilingual Approach Basic languages i.e .Odia & Hindi .	Operational Aspects Minimum 180 calls (Outbound) and minimum 6 hours of actual calling in a day by individual Helpdesk/Call Center Agent. The average calling time per call is expected to be 2 minutes. The operational aspects of Call Centre may change in due course as per the future requirement or as decided by the Commissioner CMC.

5) Language to be supported – Call Centre will support by Odia , Hindi

6) Technologies to be implemented – Following technologies/methods will be used to communicate with Beneficiaries and Health Workers. Following activities/services will be under taken through Call Centre:

- Outbound Calls
- Inbound Calls
- IVRS
- SMS / Audio Messages
- Reports

7) Support Window – 24 Hours in shifts preferably female resources in day shift and male members in night shify (every day except mandatory national holiday)

8) Capacity Served – Minimum 50 calls (Outbound) and minimum 6 hours of actual calling in a day by individual Helpdesk/Call Centre Agent within the support window. The average calling time per call is expected to be 2 minutes.

9) Estimated Beneficiaries & Calls Per Year:

Outbound Calls			
Sr. No.	Type of Beneficiary	No. of Beneficiaries (Approx.)	Calls per Beneficiary
1.	59 Wards	Total population of 59 wards	5

Inbound Calls		
Sr. No.	No. of Beneficiaries (Approx.)	Calls per Beneficiary
1.	Total population of 59 wards	5

The final proposal should be a complete solution with establishment of Call Centre, operationalization, maintenance and reporting.

4. Roles & Responsibilities

This project will be executed on turnkey basis. All the activities as mentioned in this section including procurement, development, management, support, maintenance etc. would be the responsibility of the Call Centre Agency. Call Centre Agency shall have the complete

responsibility to design, establish and operate the complete setup of Comprehensive Call Centre. Agency shall have the complete responsibility of operationalization, maintenance and support of all components of the Call Centre. Further, Agency would have the responsibility to escalate issue, if any, which is required to be discussed and resolved for the smooth operation of the project well in time. Any low performance as reflected in the SLA performance of the Call Centre would be the sole and complete responsibility of the Call Centre Agency.

A clear definition of the roles and responsibilities of all stakeholders in a project establishes transparency, accountability, manageability and efficiency in the project.

The detailed roles & responsibilities of various stakeholders are listed below:

- a. Department of Health & Family Welfare,
- b. Department of women & Child Departments
- c. Agency
- d. Any other stakeholder CMC may assign to the Agency

All Stakeholders are responsible for pursuing the following objectives besides their specific responsibilities:

- 1) Providing all support to other stakeholders as and when requested and required
- 2) Taking the lead in resolving any project issues
- 3) Active participation in all the phases of the project by dedicating time & resources
- 4) Duly considering the project requirements before making any changes in the internal operations with respect to processes, services, technology, legal & human resource areas
- 5) Strict adherence to the timelines and service level agreements
- 6) To Track and monitor the data.

Responsibilities of Department

The role of Commissioner, CMC / Authorized representative includes discharging the following responsibilities:

- I. Signing MoU/Agreements with the Agency for creating legal framework.
- II. Creation of an Administrative Oversight Committee/Project Management Committee which will meet every month comprising of key officials of CMC.
- III. Ensuring access to the business data required for execution of the project.
- IV. Owning of the copyright of Call Centre Application that is developed by Agency, system software procured for the establishment of Call Centre.

V. ~~Provide Physical space such as building required as per the requirements of the project to the Agency.~~

VI. Ensuring that the different stakeholders participating in this project are responsive.

Responsibilities of Selected Bidder/Agency - The role of Selected Bidder/Agency includes discharging the following responsibilities:

- I. Agency shall procure, install, operate and maintain the complete infrastructure (IT, non IT and others) required for this Call Centre project for the complete duration of the project on turnkey basis.
- II. Agency shall obtain the license of Call Centre operation for the project.
- III. Agency shall manage the overall project as a single point of contact.
- IV. Agency shall undertake full responsibility of any kind of software development or customization required for successful Implementation and execution of Call Centre project.
- V. Agency shall also integrate the proposed Call Centre Application. Agency shall prepare and Monitor the Project Plan, Periodic Status Reports on availability of Call Centre Agents, Call Centre application, Training Guidelines & Modules, prepare and submit risk and mitigation strategies, Review Meetings etc.
- VI. Hardware specifications shall be provided by the bidder.
- VII. Manpower will be managed by the agency and they will be under the payroll of the agency. Commissioner, CMC will not be liable for any kind of manpower related issues.
- VIII. Continual revision in the formats and data to be incorporated by the Agency in the weekly / fortnightly / monthly /quarterly / yearly reports to be submitted with regards to Call Center operations & SLAs.
- IX. Agency shall prepare guidelines and details of the changes if any that are required in the applications, SLAs, reporting formats.
- X. The complete responsibility to commission, operate, update and maintain the non IT components of this Call Centre project including access control system, CCTV cameras, power etc. would be the responsibility of Agency.
- XI. Any other IT and non IT components that would be required for smooth operation of Call Centre project should be procured, commissioned, operated, update and maintained by the Agency during the entire project period.
- XII. Agency shall establish and maintain the specified SLAs. Agency should provide all the system generated reports that is required to monitor the SLA for the project.
- XIII. Agency shall undertake regular maintenance and up-gradation of the system to ensure its optimum utilization and performance.
- XIV. Agency shall have the responsibility to maintain discipline of the office environment and safety of the helpdesk, Helpdesk Agents and other support staffs deployed at the Call Centre site.

- XV. Commissioning, Installation & Maintenance of phone lines is the responsibility of Agency, whether it is Toll Free number or other phone line.
- XVI. Agency shall provide maintenance, update and support all components (including IT and non IT) of this Call Centre Project.
- XVII. Agency shall have the complete responsibility of data security for this Call Centre project.
- XVIII. Agency would ensure that all laws, rules and guidelines governing the operation of Call Centre's like safety of employees etc. should be strictly adhered to.
- XIX. Agency would ensure that all laws, acts, rules and guidelines governing the applications and the security guidelines.
- XX. Agency shall handover the Call Centre site along with all infrastructure built for the project to CMC at the end of project period or the time mutually agreed to by the Commissioner, CMC and Agency or at the termination of the contract with Agency.
- XXI. The selected agency will have to develop their own software for management of Call Centre and record keeping.
- XXII. During call, the caller will have to update information in the Customized Software.
- XXIII. The software should have the provision of Soft Dialing telephone call facility.
- XXIV. There should be a provision of sending SMS/Audio messages to the beneficiaries of Cuttack.
- XXV. Commissioner CMC or his representative should have direct access of the customized application for generation of report.
- XXVI. Detail Monthly report generated from the Customized Software should be submitted to the Commissioner CMC both in the form of soft copy as well as signed hard copy.
- XXVII. Findings of the call should be captured in the Customized Application and it should be shared with the Commissioner CMC on weekly basis so that corrective measures can be taken based on the findings.
- XXVIII. Option for report generation with different types of findings should be available in the Customized Application so that the same can be sent to different Divisions/ Districts for corrective measures.
- XXIX. All voice calls to be recorded. Voice storage should be of minimum two-months in the online application and provision of backup of archive data for 10 years in removable storage. Size of the storage should be mentioned clearly. Backup of the database to be submitted to Commissioner CMC on monthly basis.
- XXX. Agency should have internal call escalation mechanism to record and respond to all calls received at the Helpline. Agency should maintain 100% record and same report should be shared with the Department on daily basis.

5. Functional & Non-Functional Requirement Specification

Some of the key features/specifications required for the Call Centre components are provided below:

1. Implementation of the IVRS solution

- a) IVRS should be scalable and provide ease of integration with the other components of Call Centre solution.
- b) Identifying the region from which the call is originating and greeting the caller in corresponding language of English and Hindi. The language of the IVRS menu should then be decided based on caller choice thereon.

- c) IVRS shall interact with the callers in duplex mode through synthesized recorded voice in Hindi/English depending on region from where the call originates.
- d) IVRS shall have a GUI based tool to develop call trees / applications, configure customer types, configure messages based on campaigns, caller group identification etc.
- e) Caller may skip menu by pressing the necessary response. At any time during the call the caller may be transferred to the Call Centre Agent by pressing a pre-defined number.
- f) IVRS should be integrated with the Call Centre/MCTS Solution and stakeholder profiles of previous callers can be referenced through their contact number, 18-digit unique ID, ANM/ASHA/Angan wadi worker ID etc. based on caller input
- g) IVRS should be able to retrieve Call Center Agent availability from Automatic Call Distributor (ACD) and announce expected caller's queue waiting time and queue length
- h) Provide automated responses outside of working hours (based on business rules defined by Commissioner CMC)

2. Required Key features for Reporting

- I. Agency should provide Call Report and status details to all BMOs (Block Medical Officers) of the Cuttack on daily basis without fail, any failure on this regard would make Agency liable for Penalty.
- II. Agency should provide all the system generated reports that are required to monitor the SLAs for the project. Reports to provide evidence of SLAs on a monthly basis to be submitted to Commissioner CMC:
 - Component Based Reports
 - System Based Reports
 - Performance Based Reports
- III. Should be able to generate reports to aid operational efficiency like:
 - Most frequent query analysis and create IVRS self-service module, if required for them
 - Analysis of queries based on region, call resolution time, first/second level resolution, language chosen by citizen for interaction etc
 - Call Centre Agent-wise/Call Center Agent Group wise activity reports (both real-time and historical): login, logout time, idle time, average speed of answer, average handling time, number of dropped calls, number of unresolved queries, number of queries escalated to next level, average or total number of free agents in each group, efficiency of each agent or agent group etc.
 - Call Analysis: Number of calls answered, number of calls abandoned, Average and total call duration for different Call Center Agents/groups
- IV. Capability of exporting reports into various format such as Excel, Word, plain text etc.

3. Required key features of the Dialer - Some of the key features of CTI would include:

- a) Call Centre Agents should be able to dial from the application interface integrated with MCTS application.
- b) Click dialing, Auto dialing, application based dialing etc.

Part – 2 (Instruction to Bidders)

6. General Instructions to Bidders

6.1 Particulars of Tender:

This invitation to Tender is for “Selection of an Agency for Establishment of Comprehensive Call Centre at Cuttack Municipal Corporation”

- a. Bidders are advised to study the Tender Document carefully. Submission of Tender shall be deemed to have been done after careful study and examination of the Tender Document with full understanding of its implications. Sealed offers prepared in accordance with the procedures enumerated should be submitted to the Commissioner CMC not later than the date and time laid down, at the address given in the Schedule for Invitation to Tender.
- b. This Tender document is not transferable
- c. The Tender document can be obtained during working hours on all working days at the office address. The tender document can also be downloaded from website <http://cmccuttack.gov.in/>

6.2 Schedule for Invitation to Tender

6.3 Bid Security and Tender Fees

All bids must be accompanied by a

- a) Bid Security of Rs. 1,00,000/- (Rupees One Lacs only) is to be submitted in the form of Demand Draft issued by a Nationalized Bank valid for 180 days from submission of tender.
- b) Tender fees of Rs. 10,000/- (Rupees Ten Thousand only) is to be submitted in form of (DD) Demand Draft in favor of “Municipal Commissioner, CMC” payable at Cuttack. Tender & Processing fees is non-refundable.

6.4 Contents of the Tender Document

The Scope of Work, Tender procedures and Contract terms are prescribed in the Tender Document.

The Bidder is expected to examine all instructions, forms, terms & conditions, and scope of work in the Tender Document and furnish all information as stipulated therein.

6.5 Clarifications/ Response to Bid Enquiries

All enquiries from the bidders relating to this RFP must be submitted through e-mail exclusively to the contact person. The queries should necessarily be submitted in the following format:

S. No	Bidding Document Reference(s) (section number/ page)	Content of RFP requiring clarification	Points of clarification

All enquiries should be sent either through email. Commissioner, CMC shall provide a complete, accurate, and timely response to all questions to all the bidders. However, Department makes no representation or warranty as to the completeness or accuracy of any response, nor does Commissioner, CMC undertake to answer all the queries that have been posed by the bidders.

6.6 Supplementary Information /Corrigendum /Amendment

- a.** If Commissioner, CMC deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of the provisions of this RFP, it may issue supplements/corrigendum to this RFP. Such supplemental information will be communicated to all the bidders by e-mail or fax and will also be made available on <http://cmccuttack.gov.in/>. Any such supplement shall be deemed to be incorporated by this reference into this RFP.
- b.** At any time prior to the deadline (or as extended by Commissioner, CMC for submission of bids, for any reason, whether at its own initiative or in response to clarifications requested by prospective bidder, Commissioner, CMC may modify the RFP document by issuing amendment(s). All bidders will be binding on all the bidders.
- c.** In order to allow bidders a reasonable time to take the amendment(s) into account in preparing their bids, Commissioner, CMC at its discretion, may extend the deadline for the submission of bids.

6.7 Bid Preparation Costs

- a.** The Bidder shall bear all costs associated with the preparation and submission of its bid, including cost of presentation for the purposes of clarification of the bid, if so desired by the Commissioner, CMC.
- b.** The Commissioner, CMC, will in no case be responsible or liable for the above mentioned costs, regardless of the conduct or outcome of the Tendering process.

6.8 Authentication of Bids

The original and all copies of the bid shall be typed or written in indelible ink and signed by the Bidder or a person duly authorized to bind the Bidder to the Contract. A letter of authorization shall be supported by a written power-of-attorney accompanying the bid. All pages of the bid, except for un-amended printed literature, shall be initialed and stamped by the person or persons signing the bid.

6.9 Language of the Bids

The bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and the Commissioner, CMC, shall be written in English language, provided that any printed literature furnished by the Bidder may be written in another language so long the same is accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.

6.10 Interlineations in Bids

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

6.11 Validity of Bids

- a) Bids shall remain valid for 180 days after the date of opening of Technical Bids prescribed by the Commissioner, CMC.
- b) The Commissioner, CMC may request the Bidder(s) for an extension of the period of validity. The request and the responses thereto shall be made in writing. The validity of bid security provided this RFP shall also be suitably extended.

6.12 Late Bids

Any bid received after the last date for receipt of bids prescribed by the Commissioner, CMC, will be rejected and/or returned unopened to the Bidder.

6.13 Additional Scope of Work for bidder

All costs and expenses incurred by bidder in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, presentations etc. and if Commissioner, CMC desires for any service addition (related to call Centre services) in the scope of work of the bidder will be borne entirely and exclusively by the bidder/agency.

6.14 Acceptance of Terms

Bidder by submitting the Bid/Proposal in response to this RFP, shall be deemed to have accepted all the terms and conditions of this document.

6.15 Payments upon Termination: - In the event of any termination of this Agreement in part or full, Commissioner, CMC shall pay for the Services successfully rendered by Agency prior to effective date of termination as per payment terms. Any and all payments under this clause shall be payable only after the Agency has complied with and completed the transition and exit management as per the Exit Management Plan to the satisfaction of Commissioner, CMC. In case of expiry of the Agreement, the last due payment shall be payable to the Agency after the Agency has complied with and

completed the transition and exit management as per the Exit Management Plan to the satisfaction of Commissioner, CMC.

7. Bid Submission Instructions

Submission of bids shall be in accordance to the instructions given in the Table below:

7.1 Mode of Submission

Envelope Entity	Item details
Envelope 1: Bid Security	1. The envelope containing the Bid Security shall be sealed and super scribed “Bid Security – Establishment of Comprehensive Call Centre at Cuttack Municipal Corporation”. This envelope <i>should not</i> contain any Commercials, in either explicit or implicit form, in which case the bid will be rejected. 2. A board resolution authorizing the Bidder to sign/ execute the Bid as a binding document and also to execute all relevant agreements forming part of RFP shall be included in this envelope. 3. Tender Fee (Non- refundable) of Rs. 10,000/- (Rupees Ten Thousand only) in form of DD as RFP Document Charge if not paid already. (Each Prospective Bidder need to make payment for RFP document in form of Demand Draft as mentioned earlier, payable at Cuttack)
Envelope 2: Response to Pre- Qualification Requirements	Response to the Qualification Requirements shall be prepared in accordance with the requirements specified Section 8.2.1 of this RFP and in the format prescribed in this Volume. The envelope containing the Response to Pre-Qualification Requirements shall be sealed and super scribed “Pre-Qualification Requirements – Establishment of Comprehensive Call Centre at Cuttack Municipal Corporation” on the top right hand corner and addressed to the Department at the address specified at “Schedule for Invitation to Tender” of this volume. This envelope should not contain any Commercials, in either explicit or implicit form, in which case the bid will be rejected. The qualification Bid should be submitted with two printed copies of the entire Bid with all the contents of the Bid. The words “Response to Pre-Qualification Requirements – Establishment of Comprehensive Call Centre at Cuttack Municipal Corporation” shall be written over the envelope. The Hard Copy shall be signed by the authorized signatory on all the pages.

Envelope 3: Technical Bid	The Technical Bid shall be submitted in accordance with the requirements specified in this RFP and in the formats prescribed in this volume. The envelope shall be sealed and super scribed “Technical Bid – Establishment of Comprehensive Call Centre at Cuttack Municipal Corporation” on the top right hand corner and addressed to the Department at the address specified at “Schedule for Invitation to Tender” in this volume. This envelope <i>should not</i> contain any Commercials, in either explicit or implicit form, in which case the bid will be rejected. The Technical Bid should be submitted with two printed copies of the entire Bid with all the contents of the Technical Bid. The words “Technical Bid – Establishment of Comprehensive Call Centre at Cuttack Municipal Corporation” shall be written. The Hard Copy shall be signed by the authorized signatory on all the pages on the envelope and sealed.
Envelope 4: Commercial Bid	The Commercial Bid will be submitted in one printed copy only. All the pages in the commercial response should be on the letterhead of the Bidder with a seal and signature of the authorized signatory of the Bidder. The hard copy shall be signed by the authorized signatory on all the pages before being put in the envelope and sealed. The envelope should also be super scribed “Commercial Bid – Establishment of Comprehensive Call Centre at Cuttack Municipal Corporation (Not to be opened with the Technical Bid)” at the top right hand corner and addressed to Department at the address specified at “Schedule for Invitation to Tender” in this volume.
Envelope 5	All the envelopes along with the cover letter, should be put in cover Envelope , which shall be properly sealed. The outside of the envelope must clearly indicate the name of the project (“Establishment of Comprehensive Call Centre at Cuttack Municipal Corporation”)
Note:	<i>The outer and inner envelopes mentioned above shall indicate the name and address of the bidder agency. Failure to mention the address on the outside of the envelope could cause a Bid to be misdirected or to be received at the required destination after the deadline.</i>

- a. The Commissioner, CMC will not accept delivery of Bid in any manner other than that specified in this volume. Bid delivered in any other manner shall be treated as defective, invalid and rejected.
- b. Joint Venture/Consortium & Sub-Contracting is not allowed for bidding for the project.
- c. Technical Bid should not contain any Commercial Information.
- d. Only Technically qualified bidders' Commercial Bid shall be opened.
- e. The Bids shall be valid for a period of 180 days from the date of opening of the Bids. A Bid valid for a shorter period may be rejected as non-responsive. On completion of the validity period, unless the bidder withdraws his Bid in writing, it will be deemed to be valid until such time that the bidder formally (in writing) withdraws his Bid.
- f. In exceptional circumstances, at its discretion, the Commissioner, CMC may solicit the bidder's consent for an extension of the validity period. The request and the responses thereto shall be made in writing or by fax or email.

7.2 Documents comprising the Bid

- I. The Bidder is expected to submit the documents for qualifying as per the qualification criteria mentioned in the RFP.
- II. The Bidder should specify all items as per the scope of the Project in its Technical Bid.
- III. The Bidder is expected to submit the commercial offer covering all the items and services proposed in the Technical Bid. Commissioner, CMC may seek clarifications from the Bidder on the Technical Bid. Any of the clarifications by the Bidder on the Technical Bid should not have any commercial implications.
- IV. The Commercial offer submitted by the Bidder should be inclusive of all the items in the Technical Bid including any clarification provided by the Bidder on the Technical Bid during the evaluation of the Technical Offer.
- V. Unless expressly indicated in this RFP, bidder shall not include any Technical Information regarding the services in the Commercial Bid.
- VI. The Commercial offer shall cover the complete Project duration as specified in the RFP.
- VII. The Bidder must provide the Commercial Bid in hardcopy only.

7.3 Price Information (Bid Prices, Firm Prices & Discounts)

- a. The Bidder shall quote price for all the components, the services of the solution to meet the requirements of the Commissioner, CMC as listed in this RFP. All the prices will be in INR only.
- b. No adjustment of the price quoted in the Commercial Bid shall be made on account of any variations in costs of labour and materials, currency exchange fluctuations with international currency or any other cost component affecting the total cost in fulfilling the obligations under the contract.
- c. The price quoted in the Commercial Bid shall be the only payment, payable by Commissioner, CMC to the successful Bidder for completion of the contractual obligations by the successful Bidder under the Contract, subject to the terms of

payment specified. The price should be inclusive of all taxes, duties, charges and levies as applicable.
- d. The prices, once offered, must remain fixed and must not be subject to escalation for any reason whatsoever within the period of the validity of the Bid and the contract. A Bid submitted with an adjustable price quotation or conditional Bid may be rejected as non-responsive.
- e. Bidder should provide all prices, quantities as per the prescribed format given this RFP. Bidder should not leave any field blank. In case the field is not applicable, Bidder must indicate "0" (zero) in all such fields.
- f. It is mandatory to provide the break-up of all components in the format specified for detailed Bill of Material. The commercial bid should include the unit price and proposed number of units for each component provided in the Bill of Material in the commercial bid. In case of a discrepancy between the Bill of Material and the
- g. commercial bid, the technical Bill of Material remains valid. In no circumstances shall the commercial bid be allowed to be changed / modified.

- h. All costs incurred due to delay of any sort, shall be borne by the Bidder.
- i. The Commissioner, CMC reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated within specified time frames.

7.4 Bidder Authorization

- a. The "Bidder" as used in the tender documents shall mean the one who has signed the Tender Form. The Bidder must be a duly Authorized Representative. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, as far as possible, be furnished and signed by the representative.
- b. The authorization for the Authorized Representative shall be indicated by written Board Resolution / Authorization Letter accompanying the bid.
- c. The power or authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder shall be annexed to the bid.

7.5 Conditions under which this RFP is issued

- a. This RFP is not an offer and is issued with no commitment. Commissioner, CMC reserves the right to withdraw the RFP and change or vary any part thereof at any stage. Department also reserves the right to disqualify any bidder should it be so necessary at any stage.
- b. Timing and sequence of events resulting from this RFP shall ultimately be determined by the Commissioner, CMC.
- c. No oral conversations or agreements with any official, agent, or employee of CMC shall affect or modify any terms of this RFP and any alleged oral agreement or arrangement made by a bidder with any department, agency, official or employee of CMC shall be superseded by the definitive agreement that results from this RFP process. Oral communications by CMC Officials or any written materials provided by any person other than Commissioner, CMC to bidders shall not be considered binding on Department.
- d. Neither the bidder nor any of the bidder's representatives shall have any claims whatsoever against Commissioner, CMC or any of their respective officials, agents, or employees arising out of or relating to this RFP or these procedures (other than those arising under a definitive service agreement with the bidder in accordance with the terms thereof).
- e. Until the contract is awarded and during the currency of the contract, bidders shall not, directly or indirectly, solicit any employee of CMC or any other officials involved in this RFP process in order to accept employment with the bidder, or any person acting in concert with the bidder, without prior written approval of Department.

7.6 Right to the contents of the Bid

All Bids and accompanying documentation of the Technical Bid will become the property of CMC and will not be returned after opening of the Technical Bid. Department is not restricted in its rights to use or disclose any or all of the

information contained in the bid and can do so without compensation to the bidders. Department shall not be bound by any language in the Bid indicating the confidentiality of the bid or any other restriction on its use or disclosure.

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7.7 Modification& Withdrawal of Bids

No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the validity period specified by the bidder on the bid form. Entire bid security shall be forfeited if any of the bidders withdraw their bid during the validity period.

7.8 Correction of Error

- a) Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted figures will be entertained after the commercial Bids are received by CMC. All corrections, if any, should be initialed by the person signing the Bid form before submission, failing which the figures for such items may not be considered
- b) Arithmetic errors in Bids will be considered as follows: In case of discrepancy between the amounts mentioned in figures and in words, the amount in words shall govern. The amount in the Bid form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall Bid price to rise, in which case the Bid price shall govern.

7.9 Non-Conforming Bid

A bid may be construed as a non-conforming bid and ineligible for consideration:

- I. If it does not comply with the requirements of this RFP. Failure to comply with the technical requirements, and acknowledgment of receipt of amendments, are common causes for holding bids non-conforming.
- II. If a bid appears to be “canned” presentations of promotional materials that do not follow the format requested in this RFP or do not appear to address the particular requirements of the bid solution, and any such bid may also be considered as non-conforming.

7.10 Disqualification

The bid is liable to be disqualified in the following cases or in case bidder fails to meet the bidding requirements as indicated in this RFP:

- a. Bid not submitted in accordance with the procedure and formats prescribed in this document or treated as non-conforming bid.
- b. During validity of the bid, or its extended period, if any, the bidder fails to maintain its quoted price.
- c. The bidder qualifies the bid with his own terms & conditions.
- d. Bid is received in incomplete form.
- e. Bid is received after due date and time at the designated venue.
- f. Bid is not accompanied by all the requisite documents.

- g. Information submitted in Technical Bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any.
- h. Commercial Bid is not submitted separately as per requirements.
- i. Bidder tries to influence the Bid Evaluation Process by unlawful / corrupt / fraudulent means at any point of time during the bid process.
- j. In case any one bidder submits multiple bids or if common interests are found in two or more bidders, the bidders are likely to be disqualified, unless additional bids/bidders are withdrawn upon notice immediately.
- k. Bidder fails to deposit the Performance Bank Guarantee (PBG) or fails to enter into a contract within 30 working days of the date of notice of award of contract or within such extended period, as may be specified by Commissioner, CMC.
- l. Bidders may specifically note that while evaluating the bids, if it comes to Department's knowledge expressly or implied, that some bidders may have colluded in any manner whatsoever or otherwise joined to form an alliance resulting in delaying the processing of bid then the bidders so involved are liable to be disqualified for this contract as well as for a further period of three years from participation in any of the tenders floated by Commissioner, CMC.

7.11 Conflict of Interest

Agency shall furnish an affirmative to CMC as to the absence of, actual or potential conflict of interest on the part of the agency or any prospective sub-contractor due to prior, current, or proposed contracts, engagements, or affiliations with MOH or CMC.

Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the agency to complete the requirements as given in the RFP.

7.12 General Conditions for Bid Opening

- I. Total transparency will be observed while opening the proposals/bids.
- II. Commissioner, CMC reserves the rights at all times to change bid schedule.
- III. The bids will be opened, in two sessions, one for Technical and one for Commercial of those bidders whose technical bids qualify, in the presence of bidders' representatives who choose to attend the Bid opening sessions on the specified date, time and venue.
- IV. The bidders' representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for Commissioner, CMC, the Bids shall be opened at the same time and location on the next working day. However, if there is no representative of the bidder, Commissioner, CMC shall go ahead and open the bid of the bidders.
- V. During bid opening preliminary scrutiny of the bid documents will be made to determine whether they are complete, whether required bid security has been

furnished, whether the documents have been properly signed, and whether the bids are generally in order. Bids not conforming to such preliminary requirements will be prima facie rejected.

- VI. The bid shall be opened in stages, envelope wise. Envelope 1 and Envelope 2 shall be opened for Bid security and Bidder meeting the qualification Criteria. Technical bids will be opened by the concerned officer/officers at the time and date as specified in the tender documents. All documents, certificates, BG etc., submitted by the Bidder will be verified and downloaded, for technical evaluation (TE).
- VII. The clarifications, particulars, if any, required from the bidders, will be obtained either online or in the conventional method by addressing the bidders. The technical bids will be evaluated against the specified parameters / criteria, same as in the case of conventional tenders and the technically qualified bidders will be identified.

8. Bid Opening & Evaluation Process

8.1 Bid Opening Sessions

- The Commissioner, CMC will open the Pre-Qualification, Technical & Commercial Bids in the presence of the representatives of the Bidders who choose to attend, at the time, date and place, as mentioned at **“Schedule for Invitation to Tender”** Section of this RFP.
- The Bidders' names, modifications, bid withdrawals and the presence or absence of the requisite Bid Security and such other details as the Commissioner, CMC, at its discretion, may consider appropriate will be announced at the bid opening.

8.2 Overall Evaluation Process & Criteria

8.2.1 Pre-Qualification Process & Criteria

- a. The prospective Bidder has to furnish the details as mentioned in this RFP and shall have to enclose along with the letter of pre-qualification, documentary evidence in support of following mentioned Pre-Qualification conditions in the absence of which the bid will be rejected summarily. The technical bid will be evaluated only for the Bidders qualifying the pre-qualification conditions. Bidder must fulfill the Pre-Qualification criteria and must individually provide the Pre-Qualification documents as documentary evidence.
- b. The Bidder should fulfill the minimum criteria mentioned in the table below:

Sr. No.	Pre-qualification Criteria	Documentary Evidence Required
Bidder's Profile		
PQ.1	The Bidder should be registered under the Companies Act, 1956 in India. Or Society Registered under Society Registration Act	Company/Society Registration Certificate/ Certificate of Incorporation

PQ.2	Bidder must have a registered office for doing business in India for a period of at least last 5 years as on March 31, 2022.	Certificate of Incorporation and Commencement of Business & Audited Financial Report
PQ.3	The Bidder should have an Average Annual Turnover during last three financial years of Rs. 10 Crore or more. (i.e. 2018-19, 2019-20 & 2020-21) from BPO/Call Centre Businesses	Audited Balance Sheet / Annual Reports and Profit & Loss account for each of the three years duly certified by CA
PQ.4	Bidder should not have been blacklisted/ banned by any Government/ Government Companies/ Statutory Corporation as on the date of submission of proposal.	Declaration by Authorized signatory of the Bidder - Self-declaration certificate regarding the matter that the organization is not blacklisted by any Government Organization. - Should submit a self-declaration for not being under legal action for corrupt or fraudulent practices. Annexure 4.
PQ.5	Bidder should have minimum 20 Resources (Call Center Executive) working across various Call Center/ BPO Projects across India	
Bidder's Experience		
PQ. 6	Bidder should have successfully implemented/ completed similar Call Center project	Project Citation supported with Work Order & Proof of Project Completion Certificates/ Ongoing work order from client.
PQ. 7	Bidder should have minimum 3 years of Experience in BPO/Call Center Industry	Project Citation supported with Work Order & Proof of Project Completion Certificates/ Ongoing work order from client
Bidder's Submissions		
PQ. 8	The Bidder should submit the Bid Security of Rs. 1,00,000/-	Bid Security in form of Demand Draft
PQ. 9	The Bidder should submit the tender fees (non-refundable) of Rs. 10,000/-	Tender fees in form of Demand Draft
PQ. 10	The Bidder shall furnish an affirmative to CMC as to existence of, absence of, or potential for conflict of interest on the part of the bidder, due to prior, current, or proposed contracts, engagements, or affiliations with any of the clients – that may have an impact on the contract with	Declaration by Authorized signatory of the Bidder

8.2.2 Technical Process & Criteria

- a. In this part, the Technical bid will be reviewed for determining the eligibility of the Bidder for the Project and to ascertain Compliance of the Technical bids with the Tender terms and conditions, technical requirements and scope of work as defined in this tender.
- b. This shall be the second stage of the evaluation by the Authority. Only those Bidders who cross the threshold level of Technical Evaluation (TE) indicated below and adhere to the Department's technical requirements shall be considered for Commercial Evaluation (CE).
- c. In case of no response by the Bidder to any of the requirements with regard to the contents of the Technical Bid, he shall not be assigned any marks for the same
- d. Evaluation Criteria proposed to be adopted will be Quality-cum-Cost Based System (QCBS) where Technical Bid Score will get a Weightage of 70% and Financial Bid Score a Weightage of 30%.
- e. Technical Bid of the bidder shall be opened and evaluated for acceptability of Techno-functional requirements & technical suitability. Bidders shall respond to the requirements as explained below for their evaluation with regard to experience and qualification. Also, Bidder shall refer and respond to all technical requirements as mentioned in the RFP document. The evaluation process would also include a presentation of technical proposal by the Bidder.
- f. Technical Evaluation (TE) shall be on the basis the following parameters:

Sr. Nos.	PARAMETER/ Criteria	Max. Marks	Form to be used
1	Financial Capability of the Bidder a. Bidder average turnover $\geq$ 20 Cr. = 20 Points b. Bidder average turnover $\geq$ 15 Cr. & $<$ Rs. 20 Cr. = 15 Points b) Bidder average turnover $\geq$ 10 Cr. & $<$ Rs. 15 Cr. = 10 Points	20	Last Three years average shall be taken from audited balance sheet for calculation purpose Annexure 10
2	Bidder should have successfully implemented/ completed similar Call Center project during the last 5 years. a) more than 5 projects = 20 Points b) 3 to 5 Projects = 15 Points c) 1 to 2 Projects = 10 Points	20	Project Completion Certificates and/or ongoing work order from client. Annexure 5.1.1
3	Bidders as Organizations Experience in Call Center/ BPO Industry in India a) More than 5 Years of Experience in Call Center/BPO Industry = 15 Points b) 3 Years to 5 years of Experience in Call Center/BPO Industry = 10 Point	15	Project Completion Certificates and/or ongoing work order from client

	c) More than 3 Years of Experience in Call Center/BPO Industry = 5 Point		Annexure 5.1.2
4	Bidder experience in Health Services/e-Governance related call center a) 1 Project = 5 Points b) 2 Projects to 4 projects = 10 Points c) More than 4 Projects = 15 Points	15	Project Completion Certificates and/or ongoing work order from client. Annexure 5.1.2
5	Technical Presentation of the Bidder: a) Understanding scope & objective for conceptualizing the project b) Completeness of response of Bidder c) Overall concord between Project requirement d) Call Center Competencies of the Bidder e) Training Methodology & Reporting Capability of the Bidder f) O&M Methodology g) Deployment Plan	30	Technical Presentation
	Total	100	

Note:

1. For all the above, the Completion Certificate of the projects completed and/or ongoing work order with similar credentials as of completion in the need to be provided (issued to the responding firm by the respective customers)
2. The value of the projects considered in the above criterion would be based on the Purchase Order or the LOI issued to the responding firm.
3. In absence of the supporting documents, the projects would not be considered for evaluation

- I. Short listed parties will be invited for presentation of technology that will be used before opening the Price Bid. The time and venue for the presentation shall be intimated to the Applicants. All Applicants shall be required to make presentations up to 30 minutes, before opening of Financial Proposals, to demonstrate their credentials before the Evaluation committee and to submit hard copies during the presentation.
- II. Only those Applicants who's Technical Proposals score 70 marks or more out of 100 shall qualify for further consideration.
- III. Financial Bids will be opened for technically qualified Bidders only.
- IV. Authority reserves the right to accept or reject any proposal at any time without any liability or any obligation for such rejection or annulment and without assigning any reason.
- V. Selected parties will have to sign a service level agreement after issue of the work order.

8.2.3 Payment Schedule

Payments shall be made to the Agency as per the following Schedule:

Payment Schedule CAPEX and OPEX		
Sr.	Milestone Description	% payment
1	- Submission of all the Project Planning and Implementation Documentation as specified in RFP - Delivery and Receipt of IT and non-IT	80% of CAPEX cost of the project value

	equipment's at site and after Verification of such items by Commissioner, CMC or Representative	
	• Installation of all IT and non-IT equipment's in the Call Center. • Complete setup of the Call Center • Completion of User Acceptance Testing	
2	• On 6 Month Post Installation of hardware and Network setup & successful running	10% of CAPEX cost of the project value
3	• Payments subject to satisfactory performance.	OPEX cost of the Project Value shall be paid monthly basis and the remaining 10% of the CAPEX Cost to be equally distributed in 3 Installments Annually for Three years.

8.2.4 Commercial Process & Criteria

- a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail.

The Total Contract Price (TCP) will be summation of cost as per Annexure 8 - **Total Contract Price (TCP)** placed in this RFP Document, and same shall be used by the Authority for the purpose of Commercial Evaluation of Bids.

- b) The Bid having the Lowest Commercial Quote shall be termed as the Highest Evaluated Bid and will be awarded 100 marks. Commercial score of all the other Bidders will be calculated on the basis of the following formula:

Comm. score of Bidder (CS) = (Comm. Quote of lowest Bidder/ Comm. Quote of Bidder) x 100

Total score of each bidding party will be computed by adding the Technical score and Commercial Score on the basis of the following formula:

$$\text{Total Score} = (\text{TS} * 70\%) + (\text{CS} * 30\%)$$

The Bidder whose bid has secured the "Highest Total Score" out of 100 as per above evaluation will be considered as best evaluated Bid and shall be the preferred bidder.

9. Award of Contract

9.1 Award Criteria

Commissioner, CMC will award the Contract to the successful bidder for a period 3 Years ("Contract Period") and may be extendible by 2 years based on satisfactory performance. If contract extends then Cost mentioned in Commercial Format will be applicable for extended time period (i.e. Amount per month in INR). Call Centre setup should be completed within 90 days from the date issue of the work order/award of contract.

Successful bidder will be decided based upon QCBS.

9.2 Right to vary Scope of Contract

- I. ~~The Commissioner, CMC may at any time, by a written order given to the Bidder, make changes within the quantities, specifications, services or scope of the Contract as specified.~~
- II. If any such change causes an increase or decrease in the cost of, or the time required for the Bidder's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the
Contract Price or time schedule, or both, and the Contract shall accordingly be amended.

9.3 Right to Accept/Reject any Bid

- I. The Commissioner, CMC reserves the right to accept any bid, and to annul the Tender process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Department's action.
- II. The Commissioner, CMC reserves the right to negotiate the commercials with the selected Bidder and seek revised Commercial Bid.

9.4 Notification of Award

Prior to the expiration of the validity period, Commissioner, CMC will notify the successful bidder in writing or by fax or email, to be confirmed in writing by letter, that its bid has been accepted. The notification of award will constitute the formation of the contract. Upon the successful bidder's furnishing of performance security, the Authority will promptly notify each unsuccessful bidder.

9.5 Negotiations with Successful Bidder

If required, negotiations will be held at the date, time and address intimated to the qualified and selected Bidder. Representatives conducting negotiations on behalf of the Bidder must have written authority to negotiate and conclude a Contract.

9.6 Signing of Contract

- a. After completing negotiations, the Authority (i.e. "Cuttack Municipal Corporation") shall issue a Letter of Intent (LOI) to the selected Bidder and promptly notify all other Bidders who have submitted proposals about the decision taken.
- b. The Bidder will sign the contract after fulfilling all the formalities/pre-conditions mentioned in the standard form of contract/Special Condition of Contract within 15 days of issuance of the Letter of Intent.

9.7 Performance Security

- a. The successful Bidder shall furnish the performance security in the form of an unconditional, irrevocable and continuing Bank Guarantee of 3% of the total contract value before or at the time of signing the Contract, in the Contract Performance Security Bond prescribed at **Annexure 9** of this RFP. The

Performance security should be valid up to a period of six-month after the contract period.

- b. Failure of the successful Bidder to comply with the requirements of the RFP, shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Commissioner, CMC may award the Contract to the next best evaluated bidder or call for new bids.

9.8 Confidentiality of the Document

This Tender Document is confidential and the Bidder shall ensure that anything contained in this Tender Document shall not be disclosed in any manner, whatsoever to parties other than the proposed OEMs and Authorized Service Providers.

10.Payment Terms

- No advance Payment will be given.
- OPEX Payment will be given on monthly basis, once the Call Centre is set-up & commissioned.
- The Cost quoted by the Agency as per the Commercial Format given at **Annexure 8** shall include the cost of Hardware, Software, Application, Training, monthly electricity & telephone bill etc.

All payments shall be made by the Authority to the Bidder in Indian Rupees (INR) and subject to SLAs as defined in this RFP.

- a. All payments to be made by the Commissioner, CMC to the Bidder shall be subject to deductions, liquidated damages/ penalty as mentioned in the RFP. Commissioner, CMC shall make payments only to the Bidder at the times and in the manner set out in the
- b. Payment schedule as specified in this RFP, subject always to the fulfillment by the Bidder of the obligations herein. Commissioner, CMC will make all efforts to make payments to the Bidder within 60 days of receipt of invoice(s) and all necessary supporting documents.
- c. Commissioner, CMC shall make all payments under this RFP, as set out in the Payment clause to the Bidder only and shall not be liable to make any payments or for any other related obligation under this RFP to any other party including but not limited to the Bidder's sub-contractors or any other member of Bidder's Team or any third party engaged by the Bidder in any way connected with the discharge of the Bidder's obligation under the Contract and in any manner whatsoever. The Bidder shall be fully liable and responsible for meeting all such obligations and all payments to be made to the aforesaid entities/parties.
- d. All payments agreed to be made by Commissioner, CMC to the Bidder in accordance with the Bid shall be inclusive of all statutory levies, duties, taxes and other charges whenever levied/applicable including costs of maintenance, if any and the Authority shall not be liable to pay any such levies/other charges.
- e. In case of change in taxes under change in law, appropriate parties shall be passed the benefit of the same over and above the contract value. No invoice for extra work/change order on account of change order will be submitted by the Bidder unless

the said extra work /change order has been approved by the Commissioner, CMC as per mutually agreed rates in writing on Change order.

- f. In the event of Commissioner, CMC noticing at any point of time that any amount has been disbursed wrongly to the Bidder or any other amount is due from the Bidder to the Authority shall after notifying the Authorized Representative of the Bidder in writing and without prejudice to its rights, deduct such amount from any payment due to the Bidder or recover such amounts by other means. The details of such recovery, if any, will be intimated to the Bidder within a stipulated time frame as agreed to by both the parties.
- g. In the event of the Bidder noticing at any point of time that there has been short payment by the Commissioner, CMC on any invoice, the Bidder shall bring it to the record of the Authorized Representative of the Commissioner, CMC. The amount due to the Bidder will be released through a fresh invoice or as mutually agreed to by both the parties.
- h. Deductions:
 - I. All payments to the Bidder shall be subject to the deductions of tax at source under Income Tax Act, and other taxes and deductions as provided for under any law, rule or regulation. All costs, damages or expenses which Commissioner, CMC may have paid or incurred, for which under the provisions of the Contract, the Bidder is liable, the same shall be deducted by Commissioner, CMC from any dues to the Bidder. All payments to the Bidder shall be made after making necessary deductions as per terms of the Contract and recoveries towards facilities, if any, provided by the Commissioner, CMC to the Bidder on chargeable basis.
 - II. The Bidder shall be solely responsible for the payment /fulfillment of its tax liabilities and obligations under the Income Tax Act and other such laws in force and the Commissioner, CMC shall not bear responsibility for the same. Bidder shall indemnify Commissioner, CMC against any and all liabilities or claims arising out of this Contract
for such taxes including interest and penalty any such Tax Authority may assess or levy against the Commissioner, CMC /Bidder.
 - III. The Commissioner, CMC shall if so required by applicable laws in force, at the time of payment, deduct income tax payable by the Bidder at the rates in force, from the amount due to the Bidder and pay to the concerned tax authority directly.

11.Special Conditions of the Contract

11.1 Key terms and their definitions

In this RFP, the following terms shall be interpreted as indicated:

- I. **“Business Day”** means any day that is not a Sunday or a public holiday and starts at 10:00 AM.
- II. **“Confidential Information”** means any information disclosed to or by any Party to this Contract and includes any information in relation to the Parties, a third party or any information including any such information that may come to the knowledge of the Parties hereto / Bidder’s Team by virtue of this Contract that:
 - a. is by its nature confidential or by the circumstances in which it is disclosed confidential; or

b. is designated by the disclosing Party as confidential or identified in terms connoting its confidentiality;

but does not include information which is or becomes public knowledge other than by a breach of this Contract;

- III. **“Contract”** means the Agreement entered into between the Bidder together with the Commissioner, CMC as recorded in the Contract form signed by the Commissioner, CMC and the Bidder including all Annexes thereto, the Tender and all Annexes thereto and the agreed terms as set out in the bid, all documents incorporated by reference therein and amendments and modifications to the above from time to time.
- IV. **“Contract Value”** means the price payable to the Bidder under this Contract for the full and proper performance of its contractual obligations. The Contract Value shall be equal to the total Bid Price.
- V. **“Document”** means any embodiment of any text or image however recorded and includes any data, text, images, sound, voice, codes or and databases or microfilm or computer generated micro fiche.
- VI. **“Effective Date”** means the date on which this Contract comes into force. This Contract shall come into force and effect on the date (the “Effective Date”) of the Commissioner, CMC’s notice to the Bidder instructing the Bidder to begin carrying out the activities.
- VII. **“Department”** means Cuttack Municipal Corporation.
- VIII. **“Goods”** means all of the equipment, sub-systems, hardware, software, products, accessories and/or other material / items which the Bidder is required to supply, install and maintain under the contract.
- IX. **“Intellectual Property Rights”** means any patent, copyright, trademark, trade name, service marks, brands, propriety information, Application Software whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.
- X. **“Notice”** means:
 - a. A notice; or
 - b. Consent, approval or other communication required to be in writing under this Contract.
- XI. **“OEM”** means the Original Equipment Manufacturer of any equipment / system / software / product which is providing such goods to the Commissioner, CMC under the scope of this Tender / Contract.
- XII. **“Client”** means the Cuttack Municipal Corporation represented by Commissioner, CMC.
- XIII. **“Service”** means services to be provided as per the requirements / conditions specified in this tender / contract. In addition to this, the definition would also include other related/ancillary services that may be required to execute the scope of work under this contract.
- XIV. **“Service Specification”** means and includes detailed description, as per technical data, performance characteristics, and standards (Indian as well as International) as applicable and as specified in the Contract, as well as those specifications relating to Industry standards and codes applicable to the performance of the work, work performance quality and specifications

affecting the work or any additional specification required to be produced by the Bidder to meet the design criteria.

- XV. “Bidder”** means the successful Bidder who is fully responsible towards “Establishment of Comprehensive Call Centre” for providing turnkey solution to set up IT and other systems and provide related services as per the requirements and terms and conditions specified in this tender / contract. The term Bidder shall be deemed to include the Bidder's successors, representatives (approved by the Commissioner, CMC), heirs, executors, administrators and permitted assigns, as the case may be, unless excluded by the terms of the contract.
- XVI. “Bidder’s Representative”** means the person or the persons appointed by the Bidder from time to time to act on its behalf for overall co-ordination, supervision and Project Management.
- XVII. “Bidder’s Team”** means the successful Bidder who have to provide goods & services to the Commissioner, CMC under the scope of this Tender / Contract. This definition shall also include any and/or all of the employees of the Bidder, authorized service providers/partners/agents and representatives or other personnel employed or engaged either directly or indirectly by the Bidder for the purposes of this Tender / Contract

11.2 Interpretation

In this RFP unless a contrary intention is evident:

- a. The clause headings are for convenient reference only and do not form part of this RFP;
- b. unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;
- c. unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any
- d. amendments or modifications to the same from time to time;
- e. a word in the singular includes the plural and a word in the plural includes the singular;
- f. a word importing a gender includes any other gender;
- g. a reference to a person includes a partnership and a body corporate;
- h. a reference to legislation includes legislation repealing, replacing or amending that legislation; where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings.
- i. in the event of an inconsistency between the terms of this RFP and the Tender and the Bid, the terms hereof shall prevail

11.3 Conditions Precedent

This RFP is subject to fulfillment of following conditions precedent by the Bidder.

- a. Furnishing by the Bidder, an unconditional, irrevocable and continuing **Bank Guarantee (3% of the total contract value)**, in a form and manner acceptable to the Commissioner, CMC which would remain valid until such time and be renewable as may be stipulated by the Commissioner, CMC.

- b. Obtaining of all statutory and other approvals required for the performance of the Services under this RFP. This may include approvals/clearances, wherever applicable, that may be required for execution of this contract.
- c. Where the designated Bidder is a subsidiary of a company or a member of a group of companies or is a joint venture company or is special purpose vehicle (SPV) [formed to execute the obligations under this RFP] and where the Commissioner, CMC may specify (on account of the Bidder's failure to fulfill all selection criteria specified in the Tender), the parent or flagship company/ majority shareholder of such Bidder having furnished an unconditional, irrevocable and continuing guarantee (3% of the total contract value), on behalf of the Bidder in a form and manner acceptable to the Commissioner, CMC which would remain valid until such time, beyond the term of the RFP, as may be stipulated by the Commissioner, CMC
- d. Furnishing of such other documents as the Commissioner, CMC may specify.
- e. The Commissioner, CMC reserves the right to waive any or all of the conditions above in writing and no such waiver shall affect or impair any right, power or remedy that the Authority may otherwise have.

11.4 Key Performance Measurements

- 11.4.1 Unless specified by the Commissioner, CMC to the contrary, the Bidder shall deliver the goods, perform the Services and carry out the scope of work in accordance with the terms of this RFP, Scope of Work and the Service Specifications as per Service Level Agreements.
- 11.4.2 If the RFP / Service Specification include more than one document, then unless the Commissioner, CMC specifies to the contrary, the later in time shall prevail over a document of earlier date to the extent of any inconsistency.
- 11.4.3 The Commissioner, CMC reserves the right to amend any of the terms and conditions in relation to the RFP / Service Specifications and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfillment of the scope of work.

11.5 Commencement and progress

- 11.5.1 The Bidder shall subject to the fulfillment of the conditions precedent set out in Clause commence the performance of its obligations in a manner as specified in the Scope of Work.
- 11.5.2 The Bidder shall proceed to carry out the activities / services with diligence and expedition in accordance with any stipulation as to the time, manner, mode, and method of execution contained in this RFP.
- 11.5.3 The Bidder shall be responsible for and shall ensure that all activities / services are performed in accordance with the RFP, Scope of Work, SLA and that the Bidder's Team complies with such specifications and all other standards, terms and other stipulations/conditions set out hereunder.
- 11.5.4 The Bidder shall perform the activities / services and carry out its obligations under the RFP with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional engineering and consulting standards recognized by international professional bodies and shall observe sound management, engineering and security practices. It shall employ appropriate advanced

technology and engineering practices and safe and effective equipment, machinery, material and methods. The Bidder shall always act, in respect of any matter relating to this RFP, as faithful advisors to the Commissioner, CMC and shall, at all times, support and safeguard the Authority's legitimate interests in any dealings with Third parties.

- 11.5.5 The Goods supplied under this RFP shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards, such standard shall be the latest issued by the concerned institution. Delivery of the Goods shall be made by the Bidder in accordance with the terms specified by the Commissioner, CMC in its Notification of Award / Purchase Order.

11.6 Constitution of Consortium

Constitution of Consortium is not allowed.

11.7 Sub – Contract

- 11.7.1 The Bidder (i.e. Agency) shall not be permitted to appoint any delegate/subcontractor for the performance of Bidder Services under this RFP.
- 11.7.2 However, the support of OEMs only for certain tasks limited to installation / deployment, commissioning & maintenance support related to their respective product / equipment is permitted.
- 11.7.3 However, this shall not affect the responsibilities and liabilities of the Agency towards the Commissioner, CMC under the RFP.

11.8 Bidder's obligations

- 11.8.1 The Bidder's obligations shall include all the activities as specified by the Commissioner, CMC in the Scope of Work and other sections of the Tender and RFP and changes thereof to meet the Authority's objectives and operational requirements. It will be the Bidder's responsibility to ensure the proper and successful implementation, performance and continued operation of the proposed solution in accordance with and in strict adherence to the terms of his Bid, the Tender and this RFP.
- 11.8.2 In addition to the aforementioned, the Bidder shall provide services to manage and maintain the said infrastructure along with Facilities Management Services at CMC for the entire duration of the contract period.
- 11.8.3 In case of incorporation of new services or termination of any existing services, any of the deployed hardware / network components/physical or IT equipment may have to be upgraded / discarded or to be replaced. It is the sole responsibility of bidder to ensure that all such components should be in full working condition throughout the contract period and should be able to meet the Service Level Agreements as per the RFP terms and conditions.

- 11.8.4 The bidder shall provide details of hardware / network components/physical or IT equipment deployed to meet the Service Level Agreements as per the RFP terms and conditions every Month throughout the contract period.
- 11.8.5 Security and safety of data will be responsibility of the selected bidder and after completion of the project complete data for all the application software will be handed over to department and department reserves the right to validate the data and selected bidder will provide necessary assistance
- 11.8.6 The Bidder shall be responsible to the Commissioner, CMC for meeting all obligations of the sub- contractors (as per exclusion mentioned earlier only) for executing the 'Scope of Work' and meeting all obligations of this tender. The Bidder shall also be the sole point of contact for all matters relating to this Tender and Contract thereof.
- 11.8.7 Commissioner, CMC reserves the right to interview the personnel proposed that will be deployed as part of the project team. If found unsuitable, the Commissioner, CMC may reject the deployment of the personnel.
- 11.8.8 Commissioner, CMC reserves the right to require changes in personnel which shall be communicated to the Bidder. Bidder with the prior approval of the Commissioner, CMC may make additions to the project team. Bidder shall provide the Authority with the resume of Key Personnel and provide such other information as the Commissioner, CMC may reasonably require. The Authority also reserves the right to interview the personnel and reject, if found unsuitable. In case of change in its team members, for any reason whatsoever, Bidder shall also ensure that the exiting members are replaced with at least equally qualified and professionally competent members. In case of change in its team members, Bidder shall ensure a reasonable amount of time overlap in activities to ensure proper knowledge transfer and handover / takeover of documents and other relevant materials between the outgoing and the new member.
- 11.8.9 The Bidder shall ensure that the Bidder's Team is competent, professional and possesses the requisite qualifications and experience appropriate to the task they are required to perform under this RFP. The Bidder shall ensure that the Services are performed through the efforts of the Bidder's Team, in accordance with the terms hereof and to the satisfaction of the Commissioner, CMC. Nothing in this RFP relieves the Bidder from its liabilities or obligations under this RFP to provide the Services in accordance with the Authority's directions and requirements mentioned in this RFP and the Bid to the extent accepted by the Commissioner, CMC and the Bidder shall be liable for any non-performance, non-compliance, breach or other loss and damage resulting either directly or indirectly by or on account of its Team.
- 11.8.10 The Bidder shall ensure that all the personnel identified for this project have high level of integrity. Bidder shall undertake necessary due diligence to ensure that the personnel have high standard of trustworthiness. Bidder shall obtain an undertaking from each of the personnel assigned and the same should be submitted to the Commissioner, CMC as and when demanded by the Authority. In addition, the Bidder would also get the background verification checks carried out for the personnel deployed. In

addition, the Authority may also get the background verification carried out for Bidder's personnel. Any information needed for this activity by the Commissioner, CMC should be provided immediately by Bidder.

- 11.8.11 The Bidder shall be fully responsible for deployment / installation / development and integration of all the software and hardware components and resolve any problems / issues that may arise due to integration of components.
- 11.8.12 The Bidder shall ensure that the OEMs supply equipment/components including associated accessories and software required and shall support the Bidder in the installation, commissioning, integration and maintenance of these components during the entire period of contract. The Bidder shall ensure that the COTS OEMs supply the software applications and shall support the Bidder in the installation / deployment, integration, roll- out and maintenance of these applications during the entire period of contract.
- 11.8.13 All the software and hardware licenses that the Bidder proposes should be perpetual software licenses. The software licenses shall not be restricted based on location and the Authority should have the flexibility to use the software licenses for other requirements if required.
- 11.8.14 The Bidder shall ensure that the Annual Maintenance support for the software and hardware components is provided for the period from date of deployment of the software and hardware component till the end of contract. Annual Maintenance support shall include patches, updates and upgrades of the software and hardware components. Bidder shall ensure that there is a comprehensive onsite warranty / support arrangement for the aforementioned period with all the OEMs or transfer in favour of Commissioner, CMC for the benefit of any warranties given by OEMs.
- 11.8.15 The Bidder shall ensure that none of the components and sub-components is declared end-of-sale or end-of-support by the respective OEM at the time of submission of bid. If, the OEM declares any of the products/solutions end-of-sale subsequently, the Bidder shall ensure that the same is supported by the respective OEM from its date of deployment till the one year plus of the end of contract to support transitioning.
- 11.8.16 If a product is de-supported by the OEM for any reason whatsoever, from the effective date of Contract till the end of contract month s, the Bidder should replace the products/solutions with an alternate that is acceptable to the Commissioner, CMC at no additional cost to Authority and without causing any performance degradation and/or project delays.
- 11.8.17 The Bidder shall ensure that the OEMs provide the support and assistance to the Bidder in case of any problems / issues arising due to integration of components supplied by him with any other component(s)/product(s) under the purview of the overall solution. If the same is not resolved for any reason whatsoever, Bidder shall replace the required component(s) with an equivalent or better substitute that is acceptable to Commissioner, CMC without any additional cost to the Authority and without impacting the performance of the solution in any manner whatsoever.
- 11.8.18 The Bidder shall ensure that the OEMs for hardware servers/equipment supply and/or install all new releases, versions, any type of updates, upgrade

patches and/or bug fixes for the firmware or software from time to time at no additional cost to the Commissioner, CMC.

- 11.8.19 The Bidder shall ensure that he conducts the preventive maintenance on a monthly basis and break-fix maintenance in accordance with the best practices followed in the industry.
- 11.8.20 The Bidder shall ensure that the documentation and training services associated with the components shall be provided by the OEMs without any additional cost to the Commissioner, CMC.
- 11.8.21 The Bidder shall provision the required critical spares/components at the designated Call center Site of the Authority for meeting the uptime commitment of the components supplied by him.
- 11.8.22 The Bidder's Representative(s) shall have all the powers requisite for the execution of scope of work and performance of services under this RFP. The Bidder's Representative(s) shall liaise with the Authority's Representative for the proper coordination and timely completion of the works and on any other matters pertaining to the works. He will extend full co-operation to Commissioner, CMC's representative in the manner required by them for supervision/inspection/observation of the equipment/goods/material, procedures, performance, progress, reports and records pertaining to the works. He shall also have complete charge of the Bidder's personnel engaged in the performance of the works and to ensure compliance of rules, regulations and safety practice.
- 11.8.23 The Bidder shall be responsible on an ongoing basis for coordination with other vendors and agencies of the Commissioner, CMC in order to resolve issues and oversee implementation of the same. The Bidder shall also be responsible for resolving conflicts between vendors in case of borderline integration issues.
- 11.8.24 The Bidder shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that all its Personnel and agents, comply with the Applicable Laws
- 11.8.25 Start of Installation
- I. The selected bidder will discuss in detail all the specifications of the infrastructure to be hosted at Call Centre before procurement with the Department. It is also necessary that the bidder must also comply with the requirements of Call Centre, including policies and procedures. Bidder is required to work closely in relation to these items to ensure the project success.
 - II. The plan and design documents thus developed shall be submitted by the Bidder for approval by the Commissioner, CMC.
 - III. After obtaining the approval from the Commissioner, CMC, Bidder shall commence the installation.
 - IV. Prior to taking up installation of any major component of work, the Bidder shall submit to Commissioner, CMC his proposed procedures and obtain Commissioner, CMC's approval in writing.

11.8.26 Reporting Progress

- I. Bidder shall monitor progress of all the activities related to the execution of this RFP and shall submit to the Commissioner, CMC, at no extra cost, **progress reports** with reference to all related work, milestones and their progress during the implementation phase on a fortnightly basis.
- II. Post completion of each Phase, the Bidder shall submit to the Commissioner, CMC, MIS reports as an ongoing basis. An indicative list of such reports along with their periodicity are mentioned in the RFP.
- III. Bidder should ensure MIS reporting as per defined service levels in Service Level Agreements mentioned in the RFP. The selected bidder shall establish and maintain a web-based project tracking system wherein all the project tasks / activities are tracked against the baseline plan in a prompt manner – so that any of the project stakeholders can monitor the project progress without having to request /wait for periodic project status reports. In order to meet this requirement, the project members from the vendor's team must all diligently update the status in this tool at least on a daily basis. This shall be operated throughout the project duration to ensure coverage of the operational activities
- IV. Formats for all abovementioned reports and their dissemination mechanism shall be discussed and finalized at the Kick-Off meeting. The Commissioner, CMC on mutual agreement between both parties may change the formats, periodicity and dissemination mechanism for such reports.
- V. Periodic meetings shall be held between the representatives of the Commissioner, CMC and the Bidder once in every 15 days during the implementation phase to discuss the progress of implementation. After the implementation phase is over, the meeting shall be held as an ongoing basis, once in every 30 days to discuss the performance of the contract.
- VI. Bidder shall ensure that the respective solution teams involved in the execution of work are part of such meetings.
- VII. This committee shall meet at intervals, as decided by the Commissioner, CMC later, to oversee the progress of the project.
- VIII. All the goods, services and manpower to be provided / deployed by the Bidder under the RFP and the manner and speed of execution and maintenance of the work and services are to be conducted in a manner to the satisfaction of Commissioner, CMC 's representative in accordance with the RFP.
- IX. The Commissioner, CMC reserves the right to inspect and monitor/assess the progress/performance of the work / services at any time during the course of the Contract. The Commissioner, CMC may demand and upon such demand being made, the Bidder shall provide documents, data, material or any other information which the Authority may require, to enable it to assess the progress/performance of the work / service.

- X. At any time during the course of the Contract, the Commissioner, CMC shall also have the right to conduct, either itself or through another agency as it may deem fit, an audit to monitor the performance by the Bidder of its obligations/functions in accordance with the standards committed to or required by the Commissioner, CMC and the Bidder undertakes to cooperate with and provide to the Commissioner, CMC / any other agency appointed by the Commissioner, CMC, all Documents and other details as may be required by them for this purpose. Such audit shall not include Bidder's books of accounts.
- XI. Should the rate of progress of the works or any part of them at any time fall behind the stipulated time for completion or is found to be too slow to ensure completion of the works by the stipulated time.
- XII. The Bidder shall reply to the written notice giving details of the measures he proposes to take to expedite the progress so as to complete the works by the prescribed time or to ensure compliance to Tender requirements. The Bidder shall not be entitled to any additional payment for taking such steps. If at any time it should appear to Commissioner, CMC or its representative that the actual progress of work does not conform to the approved programme the Bidder shall produce at the request of the Commissioner, CMC representative a revised programme showing the modification to the approved programme necessary to ensure completion of the works within the time for completion or steps initiated to ensure compliance to the stipulated requirements
- XIII. The submission seeking approval by the Commissioner, CMC or its representative of such programme shall not relieve the Bidder of any of his duties or responsibilities under the Contract.
- XIV. In case during execution of works, the progress falls behind schedule or does not meet the Tender requirements, Bidder shall deploy extra manpower/ resources to make up the progress or to meet the Tender requirements. Programme for deployment of extra man power/ resources will be submitted to the Commissioner, CMC for its review and approval. All time and cost effect in this respect shall be borne, by the Bidder within the contract value.

11.8.27 Knowledge of Call Center Site conditions

Bidder shall be granted access to the Call Center Site for inspection by the Commissioner, CMC before commencement of installation. The plan shall be drawn mutually at a later stage.

11.8.28 Project Charter

- I. Within 45 calendar days of Effective date of the Contract the Bidder shall submit to the Commissioner, CMC for its approval a detailed Project Charter with details of the programme showing the sequence, procedure and method in which he proposes to carry out the works. The Charter so submitted by the Bidder shall conform to the requirements and timelines specified in the Contract. The

Commissioner, CMC and the Bidder shall discuss and agree upon the work procedures to be followed for effective execution of the works, which the Bidder intends to deploy and shall be clearly specified. The Project Charter shall include but not limited to

project organization, communication structure, proposed staffing, roles and responsibilities, processes and tool sets to be used for quality assurance, security and confidentiality practices in accordance with industry best practices, project plan and delivery schedule in accordance with the Contract.

- II. If the Bidder's work plans necessitate a disruption/ shutdown in Commissioner, CMC operation, the plan shall be mutually discussed and developed so as to keep such disruption/shutdown to the barest unavoidable minimum. Any time and cost arising on account of failure of the Bidder to bring its work plans to the notice of the Commissioner, CMC shall be to his account.

11.8.29 Bidder's Organization

- I. The Bidder should to the best of his efforts, avoid any change in the organization structure proposed for execution of this contract or replacement of any manpower resource appointed. If the same is however unavoidable, Bidder shall promptly inform the Commissioner, CMC in writing, and the same shall require subsequent approval by the Commissioner, CMC.
- II. In case of replacement of any manpower resource, the Bidder should ensure efficient knowledge transfer from the outgoing resource to the incoming resource and adequate hand-holding period and training for the incoming resource in order to maintain the continued level of service.
- III. The Bidder shall be responsible for the deployment, transportation, accommodation and other requirements of all its employees required for the execution of the work and provision of services for all costs/charges in connection thereof.
- IV. The Commissioner, CMC's Representative may at any time object to and require the Bidder to remove forthwith from the Call Centre location any authorized representative or employee of the Bidder or any person(s) of the Bidder's team, if, in the opinion of the Commissioner, CMC's Representative the person in question has mis-conducted or his / her deployment is otherwise considered undesirable by the Commissioner, CMC 's Representative. The Bidder shall forthwith remove and shall not again deploy the person without the written consent of the Commissioner, CMC 's Representative.
- V. The Commissioner, CMC 's Representative may at any time object to and request the Bidder to remove from the Call Centre location any of Bidder's authorized representative including any employee of the Bidder or his team or any person(s) deployed by Bidder or his team for professional incompetence or negligence or for being deployed for work for which he is not suited. The Bidder shall consider the Commissioner, CMC 's Representative request and may accede to or disregard it. The Commissioner, CMC's Representative,

having made a request, as aforesaid in the case of any person, which the Bidder has disregarded, may in the case of the same person at any time but on a different occasion, and for a different instance of one of the reasons referred to above

in this Clause object to and require the Bidder to remove that person from deployment on the work, which the Bidder shall then forthwith do and shall not again deploy any person so objected to on the work or on the sort of work in question (as the case may be) without the written consent of the Commissioner, CMC 's Representative.

- VI. The Commissioner, CMC 's Representative shall intimate to the Bidder in writing his reasons for any request or requirement pursuant to this Clause.
- VII. The Bidder shall promptly replace every person removed, pursuant to this section, with a competent substitute, and at no extra cost to the Commissioner, CMC.

11.8.30 Adherence to safety procedures, rules regulations and restriction

- I. Bidder's Team shall comply with the provision of all laws including labour laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and by Commissioner, CMC shall be applicable in the performance of this Contract and Bidder's Team shall abide by these laws.
- II. Access to the Call center Site shall be strictly restricted. No access to any person except the essential members of the Bidder's Team who are genuinely required for execution of work or for carrying out management/maintenance who have been explicitly authorized by the Commissioner, CMC shall be allowed entry to the Call Center Site. Even if allowed, access shall be restricted to the pertaining equipment of the Commissioner, CMC only. Bidder shall maintain a log of all activities carried out by each of its team personnel.
- III. The Bidder shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. Bidder's Team shall adhere to all security requirement/regulations of the Commissioner, CMC during the execution of the work. Commissioner, CMC's employee also shall comply with safety procedures/policy.
- IV. The Bidder shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.

11.8.31 Statutory Requirements:

During the tenure of this RFP nothing shall be done by the Bidder or his team in contravention of any law, act and/ or rules/regulations, there under or any amendment thereof governing inter-alia customs, stowaways, foreign exchange etc. and shall keep Commissioner, CMC indemnified in this regard.

11.9 CMC 's Obligations

- 11.9.1 Commissioner, CMC or his/her nominated representative shall act as the nodal point for implementation of the contract and for issuing necessary instructions, approvals, commissioning, acceptance certificates, payments etc. to the Bidder. Commissioner, CMC shall ensure that timely approval is provided to the Bidder as and when required, which may include approval of project plans, implementation methodology, design documents, specifications, or any other document necessary in fulfillment of this RFP.
- 11.9.2 The Commissioner, CMC 's Representative shall interface with the Bidder, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract. Commissioner, CMC shall provide adequate cooperation in providing details, coordinating and obtaining of approvals from various governmental agencies, in cases, where the intervention of the Commissioner, CMC is proper and necessary.
- 11.9.3 Commissioner, CMC may provide on Bidder's request, particulars/information/ or documentation that may be required by the Bidder for proper planning and execution of work and for providing services covered under this RFP and for which the Bidder may have to coordinate with respective vendors.

11.10 Intellectual Property Rights

- 11.10.1 Department shall own and have a right in perpetuity to use all Intellectual Property Rights which have arisen out of or in connection with the implementation of this project, including all processes, products, data, knowledge products, training material and other documents which have been developed by the Agency during the performance of Services and for the purposes of inter-alia use or sub-license of such services under this project. The Agency undertakes to disclose all Intellectual Property Rights arising out of or in connection with the performance of the services to the Department and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of the Department.
- 11.10.2 Further, if the Department desires, the Agency shall be obliged to ensure that all approvals, registrations, licenses, permits and rights which are, inter-alia, necessary for use of the systems/ equipment installed by the Agency, the same shall be acquired in the name of the Department, prior to termination of this project and which shall be assigned by the Department to the Agency for the purpose of execution of any of its obligations under the terms of the bid or this project. However, subsequent to the termination of this project, such approvals etc. shall ensure to the exclusive benefit of the Department.

~~11.10.3~~ The Agency shall ensure that while it uses any software, hardware, processes or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the Agency shall keep the Department indemnified against all costs, expenses and liabilities howsoever, arising out of any illegal or unauthorized use (piracy) or in connection with

any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the Agency during the course of performance of the services.

11.10.4 **Information Security:** The Agency shall not carry and/ or transmit any written material, information, layouts, diagrams, storage media (hard disk/ tapes) or any other goods/ materials in physical or electronic form, which are proprietary to or owned by the Department without prior written permission from the Department. Agency acknowledges that Department's business data and other Department proprietary information or materials, whether developed by Department or being used by Department pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to Department; and Agency agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by Agency to protect its own proprietary information. Agency recognizes that the goodwill of Department depends, among other things, upon Agency keeping such proprietary information confidential and that unauthorized disclosure of the same by Agency could damage the Department, by reason of Agencies duties hereunder. Agency may come into possession of such proprietary information, even though Agency does not take any direct part in or furnish the services performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the services required by this agreement. Agency shall use such information only for the purpose of performing the said services. Agency shall, upon termination of this project for any reason, or upon demand by Department, whichever is earliest, return any and all information provided to Agency by Department, including any copies or reproductions, both hardcopy and electronic.

11.10.5 Department shall retain all right, title and interest in and to any and all data, entered or generated by the Agency for Department pursuant to this agreement, and any modifications thereto or works derived there from.

11.11 Indemnity

11.11.1 The Bidder shall indemnify the Commissioner, CMC from and against any costs, loss, damages, expense, claims including those from third parties or

liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of:

- i. any negligence or wrongful act or omission by the Bidder or the Bidder's Team or any third party associated with Bidder in connection with or incidental to this RFP; or
- ii. Any breach of any of the terms of the Bidder's Bid as agreed, the Tender and this RFP by the Bidder, thesis' Team or any third party.
- iii. Any infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied goods and related services or any part thereof.

11.11.2 The Bidder shall also indemnify the Commissioner, CMC against any privilege, claim or assertion made by a third party with respect to right or interest in, ownership, mortgage or disposal of any asset, property, and movable or immovable as mentioned in any Intellectual Property Rights, licenses and permits.

11.12 Representations and Warranties

11.12.1 In order to induce the Commissioner, CMC to enter into this RFP, the Bidder hereby represents and warrants as of the date hereof, which representations and warranties shall survive the term and termination hereof, the following:

- a. That the selected Bidder along with its sub-contractors have the power and the authority that would be required to enter into this RFP/Contract and the requisite experience, the technical know-how and the financial wherewithal required to successfully execute the terms of this contract and to provide services sought by the Commissioner, CMC under this RFP.
- b. That the Bidder and its sub-contractors are not involved in any major litigation or legal proceedings, pending, existing, potential or threatened, that may have an impact of affecting or compromising the performance or delivery of Services under this RFP/Contract.
- c. That the representations and warranties made by the Bidder in its Bid, Tender and Contract are and shall continue to remain true and correct throughout the term of this RFP/Contract and Bidder shall fulfill all the requirements as are necessary for executing the obligations and responsibilities as laid down in the Contract and the Tender and unless the Commissioner, CMC specifies to the contrary, the Bidder shall be bound by all the terms of the Bid.
- d. That the Bidder and its team has the professional skills, personnel, infrastructure and resources/authorizations that are necessary for providing all such services as are necessary to fulfill the scope of work stipulated in the Tender and this RFP/Contract.
- e. That the Bidder shall ensure that all assets/ components including but not limited to equipment, software, licenses, processes, documents,

etc. installed, developed, procured, deployed and created during the term of this RFP/Contract are duly maintained and suitably updated, upgraded, replaced.

- f. That the Bidder /Bidder's Team shall use such assets of the Commissioner, CMC & may permit for the sole purpose of execution of its obligations under the terms of the Bid, Tender or this RFP/Contract. The Bidder shall however, have no claim to any right, title, lien or other interest in any such property, and any possession of property for any duration whatsoever shall not create any right in equity or otherwise, merely by fact of such use or possession during or after the term hereof.
- g. That the Bidder shall procure all the necessary permissions and adequate approvals and licenses for use of various software and any copyrighted process/product free from all claims, titles, interests and liens thereon and shall keep the Commissioner, CMC indemnified in relation thereto.
- h. -That the execution of the scope of work and the Services herein is and shall be in accordance and in compliance with all applicable laws.
- i. That the Bidder has the corporate power to execute, deliver and perform the terms and provisions of this Contract and has taken all necessary corporate action to authorize the execution, delivery and performance by it of the Contract.
- j. That all conditions precedent under the Contract has been satisfied.
- k. That neither the execution and delivery by the Bidder /Bidder's Team of the Contract nor the Bidder's /Bidder Team's compliance with or performance of the terms and provisions of the Contract (i) will contravene any provision of any Applicable Law or any order, writ, injunction or decree of any court or Governmental Authority binding on the Bidder, (ii) will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Bidder is a party or by which it or any of its property or assets is bound or to which it may be subject or (iii) will violate any provision of the Memorandum and Articles of Association of the Bidder.
- l. That the Bidder certifies that all registrations, recordings, filings and notarizations of the Contract and all payments of any tax or duty, including but not limited to stamp duty, registration charges or similar amounts which are required to be effected or made by the Bidder which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been made.
- m. That the Bidder confirms that there has not and shall not occur any execution, amendment or modification of any agreement/contract without the prior written consent of the Commissioner, CMC , which may directly or indirectly have a bearing on the Contract or the project.

- n. That the Bidder owns or has good, legal or beneficial title, or other interest in, to the property, assets and revenues of the Bidder on which it grants or purports to grant or create any interest pursuant to the Contract, in each case free and clear of any encumbrance and further confirms that such interests created or expressed to be created are valid and enforceable.
- o. That the Bidder owns, has license to use or otherwise has the right to use, free of any pending or threatened liens or other security or other interests all Intellectual Property Rights, which are required or desirable for the performance of the project under this contract and regarding the same the Bidder does not, so far as the Bidder is aware, in carrying on its business and operations, infringe any Intellectual Property Rights of any person. So far as the Bidder is aware, none of the Intellectual Property Rights owned or enjoyed by the Bidder or which the Bidder is licensed to use, which are material in the context of the Bidder's business and operations for the performance of this contract are being infringed nor, so far as the Bidder is aware, is there any infringement or threatened infringement of those Intellectual Property Rights licensed or provided to the Bidder by any person. All Intellectual Property Rights (owned by the Bidder or which the Bidder is licensed to use) required by the Bidder for the performance of the contract are valid and subsisting. All actions (including registration, payment of all registration and renewal fees) required to maintain the same in full force and effect have been taken thereon and shall keep the Commissioner, CMC indemnified in relation thereto.
- p. That the Bidder agrees to incorporate, within the contract value, all hardware configuration, software changes, upgrades and patches to the system, announced by him from time to time keeping in view the advancement in technology, shortcomings of the system and any changes required for improving the overall efficiency of the system.
- q. That the Bidder shall provide adequate and appropriate support and participation, on a continuing basis, in tuning all supplied hardware and software to meet the requirements of the applications.
- r. If and when the system and/or components of the system are required to be relocated / shifted within the same Call Center Site or to a new Call Center Site, the Bidder shall undertake required work related for de-commissioning / re-commissioning and other associated work, at no additional cost to the Commissioner, CMC. Associated cost for transportation, insurance and packing shall however be borne by the Commissioner, CMC. For any such relocation / shifting efforts beyond two such occurrences during the contract period, extra charges shall be mutually agreed upon.

11.13 Confidentiality

11.13.1 The Bidder / Bidder's Team shall not use Confidential Information, the name or the logo of CMC except for the purposes of the purpose of execution of this contract.

Confidential information does not include information which:

- I. The Bidder / Bidder's Team knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
- II. Is independently developed by the Bidder / Bidder's Team without breach of conditions under this RFP;
- III. Information in the public domain as a matter of law;
- IV. Is received from a third party not subject to the obligation of confidentiality with respect to such information;
- V. Is released from confidentiality with the written consent of **Establishment of Comprehensive Call Centre**.
- VI. Is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Bidder shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment;
- VII. Any other information unless it is specified as confidential for the purposes of the execution this RFP/Contract.
- VIII. The Bidder / Bidder's Team shall have the burden of proving hereinabove are applicable to the information in the possession of the Bidder / Bidder's Team.

11.13.2 The Bidder / Bidder's Team shall not, either during the term or after expiration of this RFP/Contract, disclose any proprietary or confidential information relating to the Services/Contract and/or CMC 's business/ operations, information, Application/software, hardware, business data, architecture schematics, designs, storage media and other information / documents without the prior written consent of the Commissioner, CMC.

11.13.3 The Bidder may only disclose Confidential Information in the following circumstances:

with the prior written consent of the Commissioner, CMC to a member of the Bidder's Team if:

- the member of the Bidder's Team needs the Confidential Information for the performance of obligations under this RFP;
- the member of the Bidder's Team is aware of the confidentiality of the Confidential Information and is obliged to use it only for the performance of obligations under this RFP

- 11.13.4 The Bidder shall do everything reasonably possible to preserve the confidentiality of the Confidential Information including execution of a confidentiality agreement with the sub- contractors and other members of Bidder's Team to the satisfaction of the Commissioner, CMC.
- 11.13.5 The Bidder shall notify the Commissioner, CMC promptly if it is aware of any disclosure of the Confidential Information otherwise than as permitted by this RFP/Contract or with the authority of the Commissioner, CMC.
- 11.13.6 The Bidder shall be liable to fully compensate the Commissioner, CMC for any loss of revenue on account of breach of confidentiality by the Bidder. The Commissioner, CMC reserves the right to adopt legal proceedings, civil or criminal, against the Bidder / Bidder's Team in relation to a breach of obligation by the Bidder under this Clause. The Bidder shall not in any way be responsible for any breach of confidentiality arising out of any other cause/reason.

11.14 Events of Default by the Bidder

- 11.14.1 The failure on the part of the Bidder to perform any of its obligations or comply with any of the terms of this RFP shall constitute an Event of Default on the part of the Bidder. The events of default as mentioned above may include inter-alia the following:
- a. the Bidder/ Bidder's Team has failed to perform any instructions or directives issued by the Commissioner, CMC which it deems proper and necessary to execute the scope of work or provide services under the Contract, or
 - b. the Bidder/ Bidder's Team has failed to confirm / adhere to any of the key performance indicators as laid down in the Key Performance Measures / Service Level Agreements, or if the Bidder has fallen short of matching such standards / benchmarks / targets as the Commissioner, CMC may have designated with respect to the system or any goods, task or service, necessary for the execution of the scope of work and performance of services under this RFP/Contract. The above mentioned failure on the part of the Bidder may be in terms of failure to adhere to performance, quality, timelines, specifications, requirements or any other criteria as defined by the Commissioner, CMC;
 - c. the Bidder has failed to remedy a defect or failure to perform its obligations in accordance with the specifications issued by the Commissioner, CMC, despite being served with a default notice which laid down the specific deviance on the part of the Bidder/ Bidder's Team to comply with any stipulations or standards as laid down by the Commissioner, CMC; or
 - d. the Bidder/ Bidder's Team has failed to adhere to any amended direction, instruction, modification or clarification as issued by the Commissioner, CMC during the term of this RFP/Contract and which the Commissioner, CMC deems proper and necessary for the execution of the scope of work under this RFP/Contract

- e. the Bidder/ Bidder's Team has failed to demonstrate or sustain any representation or warranty made by it in this Contract, with respect to any of the terms of its Bid, the Tender and this RFP/Contract
- f. There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to the Bidder.
- g. The Bidder/Bidder's Team has failed to comply with or is in breach or contravention of any applicable laws.

11.14.2 Where there has been an occurrence of such defaults as above, the Commissioner, CMC shall issue a notice of default to the Bidder, setting out specific defaults / deviances / omissions / non-compliances / non-performances and providing a notice of Sixty (60) days to enable such defaulting party to remedy the default committed.

11.14.3 Where despite the issuance of a default notice to the Bidder by the Commissioner, CMC if the Bidder fails to remedy the default to the satisfaction of the Authority Bidder, the Commissioner, CMC may, where it deems fit, issue to the defaulting party another default notice or proceed to adopt such remedies as may be available to the Authority.

11.15 Consequences of Event of Default

Where an Event of Default subsists or remains uncured the Commissioner, CMC shall be entitled to:

11.15.1 Impose any such obligations and conditions and issue any clarifications as may be necessary to inter alia ensure smooth continuation of project and the Services which the Bidder shall be obliged to comply with which may include re-determination of the consideration payable to the Bidder as agreed mutually by Commissioner, CMC and Bidder or through a third party acceptable to both parties. The Bidder shall in addition take all available steps to minimize loss resulting from such event of default.

11.15.2 Suspend all payments to the Bidder under the Contract by a written notice of suspension to the Bidder, provided that such notice of suspension:

- I. shall specify the nature of the failure; and
- II. shall request the Bidder to remedy such failure within a specified period from the date of receipt of such notice of suspension by the Bidder

11.15.3 Require replacement of any of the Bidder's sub-contractor(s) / Bidder's Team member(s) with another suitable member(s) where the Commissioner, CMC deems necessary. The Bidder shall in such case terminate forthwith all their agreements/ contracts/ other arrangements with such member(s) and find suitable replacement for such outgoing member(s) with another member(s) to the satisfaction of the Commissioner, CMC, who shall execute such Contracts with the Authority as may be required. Failure on the part of the Bidder to find a suitable replacement and/or terminate all agreements/contracts with such member(s), shall amount to a breach of the terms hereof and the Commissioner, CMC in addition to all other rights, have the right to claim damages and recover

from the Bidder all losses/ or other damages that may have resulted from such failure.

11.15.4 Terminate the Contract in part or in full

11.15.5 Retain such amounts from the payment due and payable by the Commissioner, CMC to the Bidder as may be required to offset any losses caused to the Authority as a result of such event of default and the Bidder shall compensate the Authority for any such loss, damages or other costs, incurred by the Commissioner, CMC in this regard. Nothing herein shall effect the continued obligation of the Bidder and Bidder's Team to perform all their obligations and responsibilities under this RFP/Contract in an identical manner as were being performed before the occurrence of the default.

11.15.6 Invoke the Performance Bank Guarantee and other Guarantees furnished hereunder, enforce the Deed of Indemnity, recover such other costs/losses and other amounts from the Bidder as may have resulted from such default and pursue such other rights and/or remedies that may be available to the Commissioner, CMC under law.

11.16 Termination

11.16.1 The Commissioner, CMC may, terminate this RFP/Contract in whole or in part by giving the Bidder a prior and written notice indicating its intention to terminate the Contract under the following circumstances:

- a. Where the Commissioner, CMC is of the opinion that there has been such Event of Default on the part of the Bidder / Bidder's Team which would make it proper and necessary to terminate this RFP and may include failure on the part of the Bidder to respect any of its commitments with regard to any part of its obligations under its Bid, the Tender or under this RFP.
- b. Where it comes to the Commissioner, CMC 's attention that the Bidder (or the Bidder's Team) is in a position of actual conflict of interest with the interests of the Authority, in relation to any of terms of the Bidder's Bid, the Tender or this RFP.
- c. Where the Bidder / any of Bidder's sub-contractor(s) ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against the Bidder or its sub-contractor(s), any failure by the Bidder or its sub-contractor(s) to pay any of its dues to its creditors, the institution of any winding up proceedings against the Bidder / Bidder's sub-contractor(s) or the happening of any such events that are adverse to the commercial viability of the Bidder / Bidder's sub-contractor(s). In the event of the happening of any events of the above nature, the Commissioner, CMC shall reserve the right to take any steps as are necessary, to ensure the effective transition of the project to a successor agency, and to ensure business continuity
- d. Termination for Insolvency: The Commissioner, CMC may at any time terminate the Contract by giving written notice to the Bidder, without compensation to the Bidder, if the Bidder becomes bankrupt or otherwise

insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Authority.

- e. Commissioner, CMC may have discretion to terminate the services of the selected Agency during any point of Project Implementation Phase with prior intimation prior and written notice indicating its intention to terminate the Contract

11.16.2 In the event of termination of this RFP/Contract by the Commissioner, CMC before the expiry of the term, the Bidder shall be given a period of 30 days to demobilize itself.

11.16.3 The Bidder may, subject to approval by the Commissioner, CMC, terminate this RFP/Contract before the expiry of the term by giving the Authority a prior and written notice at least 3-month in advance indicating its intention to terminate the Contract or as mutually agreed to by both the parties.

11.17 Consequences of Termination

11.17.1 In the event of termination of this RFP pursuant to Clause of this section, whether consequent to the stipulated Term of the Contract/RFP or otherwise the Commissioner, CMC shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the project which the Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow and provide all such assistance to the Authority and/or the successor agency, as may be required, to take over the obligations of the erstwhile Bidder in relation to the execution/continued execution of the scope of this RFP, for the remainder of the contract term.

11.17.2 Where the termination of the Contract is prior to its stipulated term on account of a Default on the part of the Bidder /Bidder's Team or due to the fact that the survival of the Bidder as an independent corporate entity is threatened/has ceased, or for any other reason, whatsoever, the Commissioner, CMC through re-determination of the consideration payable to the Bidder as agreed mutually by Commissioner, CMC and Bidder or through a third party acceptable to both parties may pay the Bidder for those goods that have been satisfactorily installed and commissioned and for that part of the Services which have been authorized by the Commissioner, CMC and satisfactorily performed by the Bidder up to the date of termination.

Without prejudice any other rights, the Commissioner, CMC may retain such amounts from the payment due and payable by the Authority to the Bidder as may be required to offset any losses caused to the Authority as a result of the Termination or due to any act/omissions of the Bidder. In case of any loss or damage due to default on the part of the Bidder in performing any of

its obligations with regard to executing the scope of work under this RFP, the Bidder shall compensate the Authority for any such loss, damages or other costs, incurred by the Authority. Additionally, the Bidder's Team and/or all

third parties appointed by the Bidder shall continue to perform all their obligations and responsibilities as stipulated under this RFP, and as may be proper and necessary to execute the scope of work under the Contract in terms of the Bidder's Bid, the Tender and this RFP, in an identical manner as were being performed before the collapse of the Bidder as described above in order to execute an effective transition and to maintain business continuity.

11.17.3 Nothing herein shall restrict the right of the Authority to invoke the Bank Guarantee and other Guarantees furnished hereunder, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to the Commissioner, CMC under law.

11.17.4 The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of this RFP that are expressly or by implication intended to come into or continue in force on or after such termination.

11.18 Dispute Resolution

11.18.1 If during the subsistence of this RFP or thereafter, any dispute between the Parties hereto arising out of or in connection with the validity, interpretation, implementation, material breach or any alleged material breach of any provision of this RFP or regarding any question, including as to whether the termination of this RFP by one Party hereto has been legitimate, the Parties hereto shall endeavor to settle such dispute amicably under the chairmanship of Commissioner, CMC or person nominated by him and/or by Conciliation to be governed by the Arbitration and Conciliation Act, 1996 or as may be agreed to between the Parties. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts; which attempt shall continue for not less than thirty (30) days, gives thirty (30) days notice to refer the dispute to arbitration to the other Party in writing.

11.18.2 The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996.

11.18.3 The Arbitration proceedings shall be held in Cuttack, Odisha.

11.18.4 The Arbitration proceeding shall be governed by the substantive laws of India.

11.18.5 The proceedings of Arbitration shall be in English language

11.18.6 Except as otherwise provided elsewhere in the contract if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or out of the contract or breach thereof the same shall be decided by an Arbitral Tribunal consisting of three Arbitrators. Each party shall appoint one Arbitrator and

~~the Arbitrators so appointed shall appoint the third Arbitrator who will act as Presiding Arbitrator.~~

- 11.18.7 In case, a party fails to appoint an arbitrator within 30 days from the receipt of the request to do so by the other party or the two Arbitrators so appointed fail to agree on the appointment of third Arbitrator within 30 days from the date of their appointment upon request of a party, Commissioner, CMC shall

appoint the arbitrator/Presiding Arbitrator upon request of one of the parties.

- 11.18.8 If any of the Arbitrators so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/ arbitrator to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.

- 11.18.9 It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.

- 11.18.10 It is also a term of the contract that neither party to the contract shall be entitled for any interest on the amount of the award.

- 11.18.11 The Arbitral Tribunal shall give reasoned award and the same shall be final, conclusive and binding on the parties.

- 11.18.12 The fees of the arbitrator shall be borne by the parties nominating them and the fee of the Presiding Arbitrator, costs and other expenses incidental to the arbitration proceedings shall be borne equally by the parties.

- 11.18.13 Subject to as aforesaid the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment in lieu thereof shall apply to the arbitration proceedings under this Clause.

- 11.18.14 Continuance of the Contract:

Notwithstanding the fact that settlement of dispute(s) (if any) under arbitration may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under this RFP

11.19 Conflict of interest

The Bidder shall disclose to the Commissioner, CMC in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Bidder or the Bidder's Team) in the course of performing the Services as soon as practical after it becomes aware of that conflict.

- a. Neither the Agency nor its sub-contractor(s) nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities: During the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;
- b. after the termination of this Agreement, such other activities as may be specified in the Agreement; or

- c. at any time, such other activities as have been specified in the RFP as Conflict

11.20 Publicity

The Bidder / Bidder's Team shall not make or permit to be made a public announcement or media release about any aspect of this RFP unless the Commissioner, CMC first gives the Bidder its written consent.

11.21 Force Majeure

- 11.21.1 For the purposes of this agreement, Force Majeure means an event which is beyond the reasonable control of a Party and which makes a party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances and includes but is not limited to war, riots, civil disorder, earthquake, fire , explosion, storm, flood or other adverse conditions, strikes, lockout or other industrial action (except where such strikes, lock out or other industrial action are within the power of the party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- 11.21.2 Force Majeure shall not include any events caused due to acts/omissions of such Party or result from a breach/contravention of any of the terms of the Contract, Bid and/or the Tender. It shall also not include any default on the part of a Party due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the Contract.
- 11.21.3 The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen, or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. The Commissioner, CMC will make the payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the Bidder / Bidder's Team in performing any obligation as is necessary and proper, to negate the damage due to projected Force Majeure events or to mitigate the damage that may be caused due to the abovementioned events or the failure to provide adequate disaster management/recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.
- 11.21.4 In case of a Force Majeure, all Parties will endeavor to agree on an alternate mode of performance in order to ensure the continuity of service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure.

11.22 Currency of Payment

11.23 Governing Language

- a. The Agreement shall be written in English only. All correspondence and other documents pertaining to the RFP that are exchanged by parties shall be written in English only.

11.24 “No Claim” Certificate

The Bidder shall not be entitled to make any claim, whatsoever against the Commissioner, CMC, under or by virtue of or arising out of, this RFP, nor shall the Authority entertain or consider any such claim, if made by the Bidder after he shall have signed a “No claim” certificate in favour of the Commissioner, CMC in such forms as shall be required by the Authority after the works are finally accepted.

11.25 Warranty

- 11.25.1 A comprehensive warranty applicable on goods supplied under this RFP shall be provided by the respective OEM for the period of contract from the date of acceptance of respective system by the Commissioner, CMC.
- 11.25.2 Technical Support for Software applications shall be provided by the respective OEMs for the period of contract. The Technical Support should include all upgrades, updates and patches to the respective Software applications.
- 11.25.3 The Bidder warrants that the Goods supplied under the Contract are new, non-refurbished, unused and recently manufactured; shall not be nearing End of sale / End of support; and shall be supported by the Bidder and respective OEM along with service and spares support to ensure its efficient and effective operation for the entire duration of the contract.
- 11.25.4 The Bidder warrants that the goods supplied under this RFP shall be of the highest grade and quality and consisted with the established and generally accepted standards for materials of this type. The goods shall be in full conformity with the specifications and shall operate properly and safely. All recent design improvements in goods, unless provided otherwise in the Contract, shall also be made available.
- 11.25.5 The Bidder further warrants that the Goods supplied under this RFP shall be free from all encumbrances and defects/faults arising from design, material, manufacture or workmanship (except insofar as the design or material is required by the Commissioner, CMC Specifications) or from any act or omission of the Bidder, that may develop under normal use of the supplied Goods in the conditions prevailing at the respective Call Centre Site.
- 11.25.6 The Commissioner, CMC shall promptly notify the Bidder in writing of any claims arising under this warranty.
- 11.25.7 Upon receipt of such notice, the Bidder shall, with all reasonable speed, repair or replace the defective Goods or parts thereof, without prejudice to any other rights which the Commissioner, CMC may have against the Bidder under the Contract.

11.25.8 If the Bidder, having been notified, fails to remedy the defect(s) within a reasonable period, the Commissioner, CMC may proceed to take such remedial action as may be necessary, at the Bidder's risk and expense and without prejudice to any other rights which the Authority may have against the Bidder under the Contract.

11.25.9 Any OEM specific warranty terms that do not conform to conditions under this Contract shall not be acceptable.

11.26 Passing of Property

- a. Any of the deployed hardware / network components/physical or IT equipment covered under RFP and additional components or any hardware deployed during contract period to meet SLA's would be transferred to the department in fully functional condition after the contract period, at no financial implication to the Commissioner, CMC.

11.27 Insurance

11.27.1 The Goods supplied under this RFP shall be fully insured by the Bidder, against any loss or damage, till the Acceptance of the System, The Bidder shall submit to the Commissioner, CMC, documentary evidence issued by the insurance company, indicating that such insurance has been taken.

11.27.2 Except in case of Third Party liabilities, the insurance policies so procured shall mention the Authority as the beneficiary and the Bidder shall procure an undertaking from the insurance company to this effect; provided that in the event the Bidder has a general insurance policy that covers the risks specified in this Agreement and the amount of insurance cover is equivalent to 3 (three) times the cover required hereunder, such insurance policy may not mention the Authority as the sole beneficiary or require an undertaking to that effect.

11.27.3 The Bidder shall bear all the statutory levies like customs, insurance, freight, etc. applicable on the goods during their shipment from respective manufacturing/shipment site of the OEM to the port of landing.

11.27.4 All charges like transportation charges, octroi, etc. that may be applicable till the goods are delivered at the respective site of installation shall also be borne by the Bidder.

11.27.5 The Bidder during the term of this RFP:

- I. shall take out and maintain, at his own cost but on terms and conditions approved by the Commissioner, CMC, insurance with financially sound and reputable insurers against the risks, and for the coverage, as specified below:
- II. shall pay all premium in relation there to and shall ensure that nothing is done to make such insurance policies void or voidable
- III. at the Commissioner, CMC request, shall provide evidence to the Authority showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

~~11.27.6 Commissioner, CMC's liability and workers' compensation insurance in respect of the Personnel of the Bidder/ Bidder's Team, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and~~

11.27.7 Insurance against loss of or damage to (i) equipment or assets procured or developed in whole or in part for fulfillment of obligations under this RFP (ii)

the Bidder's assets and property used in the performance of the Services, and (iii) any documents prepared by the Bidder in the performance of the Services.

11.28 Limitation of Bidder's Liability towards the Commissioner, CMC

11.28.1 Neither Party shall be liable to the other Party for any indirect or consequential loss or damage (including loss of revenue and profits) arising out of or relating to the Contract.

11.28.2 Except in the case of Gross Negligence or Willful Misconduct on the part of the Bidder/Bidder's Team or on the part of any person or firm acting on behalf of the Bidder executing the work or in carrying out the Services, the Bidder, with respect to damage caused by the Bidder including to property and/or assets of the Commissioner, CMC or of any of Authority's vendors shall regardless of anything contained herein, not be liable for any direct loss or damage that exceeds (A) the Contract Value or (B) the proceeds the Bidder may be entitled to receive from any insurance maintained by the Bidder to cover such a liability, whichever of (A) or (B) is higher.

- For the purposes of this Clause of the RFP, "Gross Negligence" means any act or failure to act by a Party which was in reckless disregard of or gross indifference to the obligations of the Party under the Contract and which causes harmful consequences to life, personal safety or real property of the other Party which such Party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act. Notwithstanding the foregoing, Gross Negligence shall not include any action taken in good faith for the safeguard of life or property.
- "Willful Misconduct" means an intentional disregard of any provision of this RFP which a Party knew or should have known if it was acting as a reasonable person, would result in harmful consequences to life, personal safety or real property of the other Party but shall not include any error of judgment or mistake made in good faith.

11.28.3 This limitation of liability slated in the RFP, shall not affect the Bidder liability, if any, for direct damage by Bidder/Bidder's Team to a Third Party's real property, tangible personal property or bodily injury or death caused by

the Bidder/Bidder's Team or any person or firm/company acting on behalf of the Bidder in executing the work or in carrying out the Services."

11.29 Severance

- a. If any provision of this RFP is held unenforceable, then such provision will be modified to reflect the parties' intention. All the remaining provisions of this RFP shall remain in full force and effect.

11.30 Liquidated Damages

11.30.1 Subject to this RFP, if the Bidder fails to complete the entire works before the scheduled completion date or the extended date or if Bidder repudiates the Contract before completion of the Work, the Commissioner, CMC may without prejudice to any other right or remedy available to the Authority as under the Contract:

- I. Recover from the Bidder, as liquidated damages and not by way of penalty a sum equivalent to 0.5% of the Contract Value for each week (Seven calendar days) of delay beyond the Scheduled completion date. For the purpose of liquidated damages, the scheduled completion date will be taken as date of completion and acceptance of all the activities till Certifications of successful operations of the integrated solution completion given to Bidder.

AND / OR

- II. Terminate the contract or a portion or part of the work thereof. The Authority shall give 30 days' notice to the Bidder of its intention to terminate the Contract and shall so terminate the Contract unless during the 30 days' notice period, the Bidder initiates remedial action acceptable to the Commissioner, CMC.

11.30.2 If the agreement is terminated pursuant to this RFP, the Commissioner, CMC may levy liquidated damages of an amount limited to the total Contract Value or as may be determined by the Arbitrator at the time of termination.

11.30.3 The Commissioner, CMC may without prejudice to its right to effect recovery by any other method, deduct the amount of liquidated damages from any money belonging to the Bidder in its hands (which includes the Authority's right to claim such amount against Bidder's Bank Guarantee) or which may become due to the Bidder. Any such recovery or liquidated damages shall not in any way relieve the Bidder from any of its obligations to complete the Works or from any other obligations and liabilities under the Contract.

11.30.4 Delay not attributable to the Bidder will be considered for exclusion for the purpose of computing liquidated damages.

11.30.5 For the tasks to be performed till Certifications of successful operations of the integrated solution completion given to Bidder by Department, the amount of liquidated damages shall not exceed 10 % of the total Contract Value. This upper limit is restricted only to the activities till Certifications of

successful operations of the integrated solution completion given to Bidder by Department. The liquidated damages will be governed by Service Level Agreements for Post Implementation Phase.

- 11.30.6 In the event the activities required to be performed by the Bidder in order to execute the scope of work of this contract and on-going maintenance service along with service levels are not in line with the requirement of the Commissioner, CMC and not in accordance with the timelines and performance / service levels as stipulated in the tender, contract and SLAs, then the Bidder shall be liable for payment of liquidated damages as defined under the RFP.

11.31 Staff Retention Program

- a. The Bidder will put in place systems to ensure that the resources are not changed frequently for internal reasons. Suitable motivational efforts and incentives may be provided to the agents and senior staff so that attrition rate is kept at the minimum level. If the attrition rate rises to above 7%, the Authority can suggest policies which will need to be implemented by Bidder to reduce attrition

11.32 Assessment & Remedial Action

The Bidder will put in place evaluation systems to continuously evaluate the performance of its resources. A 'Quality Score' may be generated for all resources on daily basis and put up to the Authority on weekly basis. The parameters for 'Quality Score' will include time duration for various functions, number of calls handled, number of leads generated, fatal error, etc. The Department and Bidder may jointly decide on the benchmarks for Quality Score and the Vendors will agree to maintain only those agents who qualify the "Quality Score" criteria as decided above for audit/inspection.

11.33 Quality Management

- I. The Bidder will deploy an exclusive quality management team who will continuously audit the systems and procedures of the Call Centre. This team will also suggest systems to improve the ratings against SLA parameters. The Vendors will present information about its internal audit and quality assurance practices in all areas of operations, including human resources in periodical review meetings.
- II. The Department may authorized resources to inspect / audit the Call Centre facility any time with or without notice to the Bidder and the Bidder shall extend all necessary support and make available necessary data/records relating to Call Centre.

11.34 Industrial Relation & Discipline

The Bidder will put in place appropriate disciplinary procedures and ensure congenial industrial relations with its employees. Department shall not intervene in any of the industrial disputes between the Call Centre employees and management, nor can Department be drawn in any

circumstances in such industrial disputes. The employees of the Bidder will never be considered as employees (fulltime or part-time or contractual) of the Department under any circumstances. The employees of the Bidder will never claim any right to employment in the Department irrespective of their status of employment with Bidder.

11.35 Remuneration/Facilities to employees of Vendor

The Authority will have no obligation to pay any remuneration, reimbursements or incentives to employees or staff of the Bidder. All the payments due to them shall be paid only by the Bidder. Further, basic amenities / facilities such as provision of water, toilets, etc. will also be made available by the Bidder for use by all the employees of Bidder at no costs.

11.36 Issuance Coverage

The Authority will not be liable for any damage/loss to assets, resources and manpower deployed by the Vendors for Call Centre operations. Vendors shall procure all insurance policies to include requisite insurance coverage as applicable including but not limited to Comprehensive general liability insurance and /or third party accident insurance to safeguard any eventuality while the employees of the Vendors are on duty.

11.37 Compliance of Labour Laws

The Bidder shall be responsible for compliance of all laws, rules, regulations and ordinances applicable in respect of its employees, sub-contractors and agents (including but not limited to Minimum Wages Act, Provident Fund laws, Workmen Compensation Act etc.). The Bidder shall establish and maintain all proper records including, but not limited to, accounting records required by any law, code, practice or corporate policy applicable to them from time to time, including records and returns as applicable under Labour legislations.

12. Service Level Agreement & Penalty

12.1 SLA Supervision

The Commissioner, CMC will review the performance of the Bidder against the SLA at any given time or duration. The supervision report about the performance of any Services pursuant to this SLA by the Bidder or any other agency as appointed by Commissioner, CMC shall form the basis for imposing Damages/ penalties for breach of contract. The results of said review will be shared by

Commissioner, CMC with the Bidder. The Authority reserves the right to appoint a third party auditor/ agency to validate the Deliverables under this SLA. Based on the instructions of the Commissioner, CMC, the findings of the third party auditor/

agency shall be accepted and addressed by the Bidder with the consultation of the Authority.

12.2 SLA & Penalty – O & M Phase

The SLA specifies the expected levels of service (i.e. baseline service level) to be provided by the successful bidder to the various stakeholders (such as customers i.e. Health beneficiary/Health Worker, officials of CMC etc.). Payment to the successful

bidder is linked to the compliance with the SLA metrics laid down in the table provided subsequently. The table also specifies the limits and metrics for lower / higher performance and breach levels.

A summarized metrics of the above mentioned SLA parameters is provided in the table below and detailed out subsequently.

Successful bidder will get 100% of payment if the baseline performance metrics are complied with (and if no additional penalties are imposed as specified in the RFP). The successful bidder will get lesser payment in case of a lower performance on any parameter.

The SLA score will be calculated based on the following table:

S No	SLA Parameter	High Level	Medium Level	Low Level
1	Delay in Implementation	Penalty 1% of Total Contract for per week delay subject to maximum 5 weeks delay after that contract may be terminated		
2	Availability of the Helpdesk Agents	>=99% Full payment	Between 98.9% and 95%, 10% deduction from the Monthly OPEX bill	Less than 95%, 20% deduction from the Monthly OPEX bill
3	Availability/Uptime of the Call Centre Solution	99% Full payment	Between 98.9% and 95%, 10% deduction from the Monthly OPEX bill	Less than 90%, 20% deduction from the Monthly OPEX bill

12.3 SLA Monitoring

The aforementioned SLA parameters shall be measured on monthly basis as per the individual SLA parameter requirements; If the performance of the system / services is degraded significantly at any given point in time during the contract and if the immediate measures are not implemented and issues are not rectified to the complete satisfaction of Commissioner, CMC or an agency designated by them, then Department shall have the right to take appropriate corrective actions including termination of the contract.

The SLAs defined, shall be reviewed periodically at the option of Commissioner, CMC after taking the advice of the successful bidder and other agencies.

NOTE: SLA Metrics

The deductions shall be made only for the reasons attributable to the successful bidder. Any risks/issues foreseen by the bidder shall be brought to the notice of the Department immediately. However, if the Department falters in one or more

of the SLA resulting in lower performance or breach, then deduction from the payable amount would be calculated as follows:

For baseline performance by successful bidder no deduction shall be made from payable amount.

For Lower performance and Breach, deductions in percentages shall be made from the payable amount.

The aforementioned SLA parameters shall be measured on a monthly basis (average) as per the individual SLA parameter requirements.

Following highlights, the definition of “Baseline” and “Lower” categories as used for Helpdesk SLAs above.

NOTE 1	The Application developed and deployed by the successful bidder shall be used for monitoring the issue resolution timelines and successful bidder shall be responsible for building such functionality into the software solution deployed for Call Centre
NOTE 2	Scheduled maintenance time will be excluded from the computation
NOTE 3	Scheduled maintenance time shall not exceed 4 hours in a calendar month
NOTE 4	Planned Maintenance shall be scheduled between 10 pm and 2 am IST on the intervening night of Second Saturday and Sundays
NOTE 5	Scheduled maintenance period(s) shall be planned and published for six months at a time and in the event of any changes to this plan, the same shall be notified at least 3 days in advance of the Schedule.
NOTE 6	For User management, activities shall be carried out only after the approval from the designated authority in writing or through the online communication mechanism viz. official e-mail, etc.

12.4 Expected Service Level Parameters

The table below lists the minimum expected service levels for the health contact center. They must be achieved within 3 months of the launch of the contact center.

	Expected (20 pts.)	Manageable (10 pts.)	Breach (0 pts.)
AHT of 15 sec. for nonproductive calls	90% of calls	80-90% of calls	<80% of calls
AHT of 2-3 min. for health advice calls	85% of calls	75-85% of calls	<75% of calls
AHT of 3-5 min. for other type of calls	85% of calls	75-85% of calls	<75% of calls

AHT of 5-12 min. for counseling calls	80% of calls	70-80% of calls	<70% of calls
AHT of 5-10 min. for grievance calls	80% of calls	70-80% of calls	<70% of calls
Daily reports sent to designated officials within 24 hours	<24 hours	24-36 hours	>36 hours

AHT: Average Handling Time

In case the score for two consecutive months is less than 90 points, a penalty of 5% on the payable amount will be imposed in the subsequent month. If the score does not improve in the next two months, Department at its discretion, may decide to terminate the selected service provider or impose higher penalties of up to 25%.

12.5 System Availability

Availability is defined as the amount of time, if a customer was called, his call would have been attended to by an agent at the call center. It excludes any and every form of downtime which might prevent a caller's call from being answered.

Objective	To ensure that the period in which no customer could have been serviced is not more than 1% of the total period.
Definition	This is measured as Total down time minutes / Total minutes in a month .
Data Capture	System availability should be captured by the IT systems at the Call Centre. Period of non-availability should be clearly split by causes i.e. power failure, network downtime, telecom link failure, manpower failure, hardware downtime etc.
Measurement Interval	Daily
Reporting Period	Monthly

Service Level		
Sr.	System Availability Value for Month	Penalty
1.	>=99%	Nil
2.	>=95% but < 99%	10% of Monthly billed amount
3.	< 95%	20% of Monthly billed amount

12.6 Call Queue Waiting Time

Objective	To ensure that more than 90% of calls requesting to speak with an agent are attended to within 30 seconds
Definition	This is measured as the waiting time in Automatic Call Distributor (ACD) queue after pressing prescribed digit to talk to the agent but before being answered by the agent.
Data Capture	This will be captured from the time the customer has keyed the relevant number in the IVR option menu, for speaking to an agent.

Measurement Interval	Daily
Reporting Period	Monthly

Service Level		
Sr. No.	Percentage of Calls Attended	Penalty
1.	>= 95% calls attended within 2 Minutes	Nil
2.	> 90% calls attended within 2 Minutes	2% of Monthly billed amount
3.	Calls attended within 2 Minutes	5% of Monthly billed amount

12.7 Call Abandonment Rate (on ACD)

Objective	To ensure that not more than 3% of calls requesting for an agent go unattended.
Definition	This is measured as: Number of calls abandoned on ACD/Number of calls which reached ACD
Data Capture	The number of calls requesting for agents and the number of calls which are answered by the agents, both, would need to be captured
Measurement Interval	Daily
Reporting Period	Monthly

Service Level		
Sr. No.	Percentage of Calls Un-attended	Penalty
1	< 3%	Nil
2	Between 3%-5%	1% of Month ly billed amount
3	Between 5%-8%	3% of Month ly billed amount
4	>8%	5% of Month ly billed amount

12.8 Call Abandonment Rate (on IVR)

Objective	To ensure that not more than 2% of calls on IVR get abandoned without execution of a single function. This SLA will also help to ensure that menus/content on IVR are appropriately designed so that it does not take too long for the customers to be self-serviced through IVR
Definition	This is measured as: Number of calls which were abandoned on IVR without execution of a single function/ Number of calls which reached IVR
Data Capture	The number of calls that reached IVR and the number of calls which were abandoned on IVR without execution of a single function, both, would need to be captured.
Measurement Interval	Daily

Reporting Period	Monthly
-------------------------	---------

Service Level		
Sr. No.	Percentage of Calls Attended	Penalty
1.	<= 2%	Nil
2.	> 2% and <=5%	3% of Monthly billed amount
3.	> 5%	5% of Monthly billed amount

12.9 Call Quality Score

Objective	To measure the quality of calls being handled by the agents and ensure that certain standards are adhered to during the calls with respect to quality of information provided, diction, language, politeness etc.
Definition	This is measured by scoring a random sample of calls on pre-defined parameters
Data Capture	The Call Centre needs to have a call logging facility to record all the different calls that have been handled by the agents. A random sample of these calls will then be graded by the Department of Health & Family Welfare call quality audit team against pre-decided parameters. Department of Health & Family Welfare will ensure that there are dedicated employees to monitor and score these calls. These employees will audit at least 50 calls per day and should cover all agents at least once in 2 weeks.
Measurement Interval	Daily
Reporting Period	Monthly

Service Level		
Sr. No.	Percentage of Calls Attended	Penalty
1.	>= 99%	Nil
2.	< 90% and >=95%	5% of Monthly billed amount
3.	< 95%	10% of Monthly billed amount

12.10 Key Performance Indicator (KPI) Parameters

Similar to SLAs defined in the above sections, there are other critical performance parameters that shall be tracked on a regular basis to evaluate the Call Centre's performance. The Authority reserves the right to include any of these KPIs as part of the SLAs from a future date in consultation with the Bidder. Unlike SLAs, these KPI's shall not be linked to commercial penalties, but the Bidders are expected to maintain and ensure that its performance on these parameters is acceptable. In the

Monthly review meetings, the Department and bidder shall jointly take decisions regarding acceptable performance required on different KPI's.

12.10.1 IVRS Efficiency (% of calls disposed of successfully at IVR)

Objective	To measure % of calls that are successfully disposed off by the IVR System. This is to track if appropriate capacity of IVR ports and quality of content is in place to achieve minimum successful disposal rate at IVR.
Definition	This is measured as: Number of calls satisfactorily disposed off at IVR / Total number of calls reaching IVR. The calls considered disposed off at the IVR are the calls that are ended at a defined level in the IVR menu and which don't request for talking to the operator.
Data Capture	The number of calls satisfactorily disposed off at IVR and the total number of calls reaching IVR, both, would need to be captured
Measurement Interval	Daily
Reporting Period	Monthly
Desired Level	>33%

12.10.2 Average time taken for a customer to be disposed off at IVR

Objective	It is a measure to ensure that the IVR menus/content is appropriately designed so that it does not take too long for the customers to be self-serviced through IVR
Definition	This is measured as the time it takes for the customers to be successfully serviced by IVR on calls where customer doesn't ask for an operator.
Data Capture	This is measured from the time the customer reaches IVR to the time the customer is successfully disposed off from IVR (only for those calls in which the customer chooses to be serviced from IVR itself by keying in the required menu option and does not request to speak with an agent)
Measurement Interval	Daily
Reporting Period	Monthly
Desired Level	> 99% calls to be disposed off within 60 seconds

12.10.3 Call handling Efficiency of agents Managing Outbound calls

Objective	To measure the efficiency of agents in making outbound calls.
Definition	This KPI measures the efficiency of operators in making outbound calls in terms of average: • Number of calls made by an agent per day • Talk time taken to complete calls
Measurement	Daily

Interval	
Reporting Period	Monthly
Desired Level	>180 calls per agent/day

Annexure 1

1. Pre-Qualification Bid

Pre-Qualification Bid Letter

(To be submitted on the Letterhead of the responding firm)

To

The Commissioner,
Cuttack Municipal Corporation,
Choudhary Bazaar,
Cuttack - 753001

Sir,

Subject: Selection of Agency for Establishment of Comprehensive Call Center at Cuttack Municipal Corporation

Reference: Tender Dated < >

We, the undersigned Bidders, having read and examined in detail all the Tender document in respect of **Selection of Agency for Establishment of Comprehensive Call Center at Cuttack Municipal Corporation**, do hereby propose to provide the services as specified in the Tender Document Dated < > **along with the following:**

We are hereby submitting our Pre-Qualification Bid (one original and one copy), which includes the following:

- Supporting Information for Pre-Qualification Conditions
- Bid Security of the prescribed amount and validity
- Tender fees of the prescribed amount and validity
- Board Resolution / Authorization letter in favor of the authorized signatory

We hereby declare that all the information made in the Pre-Qualification related documents are true and accept that any misinterpretation contained in it may lead to our disqualification.

We also agree to hold in trust any Confidential Information received by us as part of the tendering process, We shall maintain strict confidentiality in respect of such Confidential Information and in no event a degree of confidentiality less than we use to protect our own confidential and proprietary information.

Yours Sincerely,

Bidder:

Signature -----
Name -----
Designation -----
Company -----
Date -----

2. Supporting Information for Pre-Qualification Conditions

The Bidder is required to fill relevant information in the format given below. The pre-qualification bid must contain documentary evidences and supporting information to enable Commissioner, CMC to evaluate the eligibility of the Bidder without ambiguity.

1. Information of the Bidder

Sr. No.	Pre-qualification Criteria	Documents to be Submitted.	Reference in bid
1			
2			
3			
4			
5			
6			
7			
8			

Bidder:

Signature -----

Name -----

Designation -----

Company -----

Date -----

Annexure 3 Bidder Details

Details of the Bidder (Company)		
A	Name of the Bidder	
B	Address of the Bidder	
C	Year of Incorporation	
D	Registration Number & Registration Authority	
E	Legal Status (Public/Private)	
F	Name & Designation of the Authorized person to whom all references shall be made regarding this RFP	
G	Telephone No. (with STD Code)	
H	E-Mail of the Contact person:	
I	Website	
J	Financial Detail (Organization's turnover of last three financial years) duly certified by CA	FY 20-21: FY 19-20: FY 18-19:
K	GSTIN Number	
L	PAN	
M	EMD Details	
N	Tender Cost Details	

Bidder:

Signature -----

Name -----

Designation -----

Company -----

Date -----

Annexure 4 - Details of Ineligibility for corrupt/fraudulent practices/Blacklisted with any Govt./PSUs

(To be submitted on the Letterhead of the responding firm)

To

The Commissioner,
Cuttack Municipal Corporation,
Choudhary Bazaar,
Cuttack - 753001

Subject: Declaration for not being under an ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government or Public Sector Units in India

Dear Sir,

We, the undersigned, hereby declare that

We are not under a declaration of ineligibility / banned / blacklisted by any Central Government / any other Government institutions in India for any reason as on last date of submission of the Bid or convicted of economic offence in India for any reason as on last date of submission of the Bid

Thanking you,

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Bidder:

Signature -----

Name -----

Designation -----

Company -----

Date -----

Annexure 5 - Technical Bid

5.1 Details of Existing Projects (Call Center/BPO Industry)

Name of Project	Address	No. of Seats	Process Handled	Contact details of Client

5.2 Health Services/e-Governance Sector Call Center Experience

Processes	No. of Seats	Experience (in yrs.)	Function Covered
General Health Queries			
Health Service Information			
Health Complaints			
Hospital Location queries			
Medication Queries			
Service Complaints			
Outbound Telemarketing			
Other – Please Specify			

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Annexure 6 - Technical Bid Letter

(To be submitted on the Letterhead of the responding firm)

To

The Commissioner,
Cuttack Municipal Corporation,
Choudhary Bazaar,
Cuttack - 753001

Sir,

Subject: Selection of Agency for Establishment of Comprehensive Call Center at Cuttack Municipal Corporation

Reference: Tender Dated < >

We, the undersigned Bidders, having read and examined in detail all the Tender document in respect of for **Selection of Agency for Establishment of Comprehensive Call Center at Cuttack Municipal Corporation**, do hereby propose to provide the services as specified in the Tender document Dated < > **along with the following:**

Bidder:

Signature -----

Name -----

Designation -----

Company -----

Date -----

Annexure 7 - Commercial Bid Letter

(To be submitted on the Letterhead of the responding firm)

To

The Commissioner,
Cuttack Municipal Corporation,
Choudhary Bazaar,
Cuttack - 753001

Sir/ Madam,

Subject: Selection of Agency for Establishment of Comprehensive Call Center at Cuttack Municipal Corporation

Reference: Tender Dated <DD/MM/YYYY>

We, the undersigned Bidder, having read and examined in detail all the Tender documents in respect of **Selection of Agency for Establishment of Comprehensive Call Center at Cuttack Municipal Corporation** do hereby propose to provide services as specified in the Tender Dated <DD/MM/YYYY>

PRICE AND VALIDITY

- a. All the prices mentioned in our Tender are in accordance with the terms as specified in the Tendered documents. All the prices and other terms and conditions of this Tender are valid for a period of 180 calendar days from the date of submission of the Tenders.
- b. We hereby confirm that our Tender prices include all taxes. However, all the taxes are quoted separately under relevant sections.
- c. We have studied the clause relating to Indian Tax and hereby declare that if any income tax, surcharge on Income Tax, Professional and any other Corporate Tax in altered under the law, we shall pay the same.

UNIT RATES

We have indicated in the relevant schedules enclosed, the unit rates for the purpose of on account of payment as well as for price adjustment in case of any increase to / decrease from the scope of work under the contract.

Bid Security

We have enclosed bid security in the form of a Bank Guarantee for a sum of **Rs. 1,00,000 (Rupees One lakh only)**. This bid security is liable to be forfeited in accordance with the provisions of the RFP Part 1 - *Instructions to Bidders*

TENDER PRICING

We further confirm that the prices in our bid are in accordance with your Instruction to Bidders included in Tender documents.

QUALIFYING DATA

We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/documentary proof in this regard before evaluation of our Tender, we agree to furnish the same in time to your satisfaction.

BID PRICE

We declare that our Bid Price are for the entire scope of the work as specified in the Schedule of Requirements and Tender documents.

We hereby declare that our Tender is made in good faith, without collusion or fraud and the information contained in the Tender is true and correct to the best of our knowledge and belief.

We understand that our Tender is binding on us and that you are not bound to accept a Tender you receive.

Bidder:

Signature -----

Name -----

Designation -----

Company -----

Date -----

Annexure 8 - Total Contract Price (TCP) for the contract period

A. CAPEX Cost (Detail Cost break up to be enclosed in separate sheet)

Sr. No	Particular	Total Cost	Total applicable Taxes including GST	Total Cost (3 + 4)
1	2	3	4	5
1	Call Center Hardware with Installation			
2	Call Center Infrastructure			
		Total CAPEX		

B. OPEX Cost (Detail Cost break up to be enclosed in separate sheet)

Sr. No	Particular	Total Cost	Total applicable Taxes including GST	Total Cost (3 + 4)
1	2	3	4	5
1	Operation and Maintenance cost for 3 years including Electricity, Telephone Bill, Purchases of Software			
2	Manpower Cost Call Center Executives (15 nos.) Project Manager (1 no.)			
		Total OPEX		

Consolidated Cost Sheet

Sr. No.	Item	Total Amount
1	CAPEX	
2	OPEX	
	Grand Total (CAPEX+OPEX)	

Note: -

- Bidder will quote prices of all the items mentioned above inclusive of all taxes, insurance and transportation up to destination
- Any conditional bids shall be summarily rejected.
- Price should be inclusive of three Year Warranty and support for project.
- Grand Total cost (CAPEX+OPEX) of financial bid will be considered for evaluation purpose.

Bidder:

Signature -----

Name -----

Designation -----

Company -----

Date -----

Note:

- a. The Total Cost of Project (TCP) would be considered for commercial evaluation of the bids. This however shall have no co-relation with the Contract value or actual payment to be made to the successful bidder.
- b. Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted price will be entertained after the Proposals are opened. All corrections, if any, should be initialed by the person signing the Proposal form before submission, failing which the figures for such items may not be considered
- c. In case of discrepancy between Amounts mentioned in figures and in words, the amount in words shall govern.
- d. Quantities and unit prices (or rates) product of and the relevant total (or subtotals), the prices and quantities product of shall prevail, and the totals (or subtotals) shall be corrected accordingly.
- e. Subtotals and totals (or higher aggregates), the subtotals shall prevail, and the totals (or higher aggregates) shall be corrected accordingly
- f. The total price quoted by the Bidder shall be taken into consideration as final price for evaluation purposes.

Annexure 9 - Performa of Bank Guarantee for Contract Performance

Ref: _____ Date _____

Bank Guarantee No. _____

To

The Commissioner,
Cuttack Municipal Corporation,
Choudhary Bazaar,
Cuttack - 753001

- 1) Against contract vide Advance Acceptance of the Tender No. _____ dated _____ covering _____ (hereinafter called the said "Contract") entered into between the Commissioner, CMC (hereinafter called "the Client ") and _____ (hereinafter called the "Bidder") this is to certify that at the request of the Bidder we ----- Bank Ltd., are holding in trust in favour of the Client , the amount of _____ (write the sum here in words) to indemnify and keep indemnified the Client against any loss or damage that may be caused to or suffered by the Client by reason of any breach by the Bidder of any of the terms and conditions of the said contract and/or in the performance thereof. We agree that the decision of the Client, whether any breach of any of the terms and conditions of the said contract and/or in the performance thereof has been committed by the Bidder and the amount of loss or damage that has been caused or suffered by the Client shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Client.
- 2) We _____ Bank Ltd, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said contract by the Bidder i.e. till _____ hereinafter called the said date and that if any claim accrues or arises against us _____ Bank Ltd, by virtue of this guarantee before the said date, the same shall be enforceable against us _____ Bank Ltd, notwithstanding the fact that the same is enforced within six month s after the said date, provided that notice of any such claim has been given to us _____ Bank Ltd, by the Client before the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the Client.

- 3) It is fully understood that this guarantee is effective from the date of the said contract and that we _____ Bank Ltd, undertake not to revoke this guarantee during its currency without the consent in writing of the Client.
- 4) We undertake to pay to the Client any money so demanded notwithstanding any dispute or disputes raised by the Bidder in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present bond 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 Bidder shall have no claim against us for making such payment.

- 5) We _____ Bank Ltd, further agree that the Client shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Tendered from time to time or to postpone for any time or from time to time any of the powers exercisable by the Client against the said Bidder and to forbear or enforce any of the terms and conditions relating to the said contract and we, _____ Bank Ltd., shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Bidder or for any forbearance by the Client to the said Bidder or for any forbearance and or omission on the part of the Client or any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from our liability under this guarantee.
- 6) This guarantee will not be discharged due to the change in the constitution of the Bank or the Bidder

Bidder:

Signature -----

Name -----

Designation -----

Company -----

Date -----

Annexure 10 AVERAGE ANNUAL TURNOVER STATEMENT

The Average Annual Turnover statement of.....<name of the organization>, at<address of the organization >, for the last three financial years are given below and certified that the statement is true and correct.

Sl. No.	Financial Year	Turnover in lakhs (₹)
1	2018-19	
2	2019-20	
3	2020-21	
	Average annual turnover statement	

Date:

Signature of Chartered Accountants

Place:

Seal:

Membership No:

Note:

1. To be issued in the letter head of the Chartered Accountant
2. The annual average turnover statement will be invalid without the membership number of the Chartered Accountant