



No. O-11011/26/2016-CWF/CPU
 Government of India
 Ministry of Consumer Affairs, Food & PD
 Department of Consumer Affairs

Krishi Bhawan, New Delhi
 The 20th January, 2017

E-Tender Notice

SUBJECT: INVITATION FOR EXPRESSION OF INTEREST (EOI) FOR SETTING UP
 AND RUNNING ZONAL CONSUMER HELPLINES

CRITICAL DATE SHEET

Published Date	20 January, 2017
Bid Document Download/Sale Date	20 January, 2017
Bid Submission Start Date	20 January, 2017
Bid Document Download/Sale End Date	20 February, 2017
Bid Submission End Date	20 February, 2017
Bid Opening Date	22 February, 2017

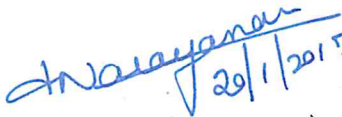
Online e-tenders are invited by the Ministry of Consumer Affairs, Food & Public Distribution, Department of Consumer Affairs under two-bid system (**i.e. Technical Bid and Financial Bid**) for expression of interest (EOI) for setting up and running zonal consumer helplines (ZCH) at Ahmedabad, Bengaluru, Guwahati, Jaipur, Kolkata and Patna, as attached.

2. The tender is in two-bid system i.e. Technical Bid as in Annexure-III and financial bid as in Annexure – IV.
3. The tender document can be downloaded from the website of <http://eprocure.gov.in> from 20th January, 2017.

4. The interested bidders may submit the tender online complete in all respects along with EMD of Rs. 10,000/- (Rupees ten thousand only) (without interest).

5. **Separate tenders are to be submitted for separate locations only online through e-Procurement Portal. No hardcopies of the tender will be accepted.** All the documents in support of eligibility criteria, EMD etc. are to be scanned and uploaded along with the tender documents.

6. The competent authority in the Department of Consumer Affairs reserves the right to cancel the tender at any time or amend/withdraw any of the terms and conditions contained in the Tender Document, without assigning any reason, there for.


29/1/2017

(Jayashree Narayanan)

Under Secretary to the Govt. of India

Tele: 2309 7042

1. All Ministries/Departments for circulation among their contract holders.
2. PSA, NIC, Department of Consumer Affairs with the request to place the aforesaid notice on the website of the Department for wider publicity.

**Government of India
Ministry of Consumer Affairs, Food & PD
Department of Consumer Affairs**

Open Tender No. O-11011/26/2016-CWF

TENDER DOCUMENT

**INVITATION FOR EXPRESSION OF INTEREST (EOI) FOR SETTING
UP AND RUNNING ZONAL CONSUMER HELPLINES (ZCH)**

No. O-11011/26/2016-CWF/CPU
Government of India
Ministry of Consumer Affairs, Food & PD
Department of Consumer Affairs

Krishi Bhawan, New Delhi
The 20th January, 2017

OPEN TENDER NOTICE

**INVITATION FOR EXPRESSION OF INTEREST (EOI) FOR SETTING UP AND
RUNNING ZONAL CONSUMER HELPLINES (ZCH)**

Online bids are hereby invited under **two-Bid System**, i.e **Technical Bid and Financial Bid**, from interested Service Providers/Organisations for setting up and running Zonal Consumer Helplines (ZCH) on a pilot basis for an expected period of about two years. The Service Providers/Organisations will also be responsible for ensuring the services/ functionality of the ZCH.

2. The bid will be accepted through e-tender only and intending bidders must be registered with the Central Public Procurement (CPP) Portal i.e <http://eprocure.gov.in> . For overview of the scope, pre-qualification criteria, bidding terms and conditions and suggested response formats, please visit our website <http://www.consumeraffairs.nic.in>.

3. The tender document contains the following:

- Annexure-I -- "Instructions for Online Bid Submission"
- Annexure-II -- "Scope of Work and General Instructions to Bidders"
- Annexure-III -- "Proforma for Technical Bid"
- Annexure-IV -- "Proforma for Financial Bid"

3. Important Dates for the activities of the Bidders:

i.	Start date and time for view/downloading of tender document	20 January, 2017
ii.	Start date and time for submission of bid	20 January, 2017
iii.	Last date and time for downloading tender document	February, 2017
iv.	Last date and time for online submission of bid & submission of EMD in original.	February, 2017.
v.	Date & time for opening of Technical Bid	22 February, 2017

5. In case any holiday is declared by the Government on the day of opening, the tenders will be opened on the next working day at the same time. The Ministry reserves the right to accept or reject any or all the tenders without assigning any reason thereof.

Jayashree Narayanan
20/1/2017

(Jayashree Narayanan)
Under Secretary to the Govt. of India
Tele; 2309 7042

Annexure-I**Open Tender No.O-11011/26/2016-CWF****Instructions for Online Bid Submission**

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL: <http://eprocure.gov.in>). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Click here to Enroll". Enrolment on the CPP Portal is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid e-mail address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/TCS/n Code/e Mudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC/e Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and they should be in PDF formats. Bid documents may be scanned with 100 dpi with black and white option.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that he/she can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee/EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be dropped in a sealed envelope in the Tender Box installed at R&I Section, Room No.50, Ground Floor (near Gate No.6, Krishi Bhawan, New Delhi-110001) latest by the last date of bid submission. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders should upload their financial bids in PDF format in the proforma given at Annexure IV. Bids for stationery items are to be made in the proforma given at Annexure- IV.
- 6) The serve time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid number and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Procuring entity/Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 3070 2232. Foreign bidder can get help at +91-7878007972 & 7878007973.

Open Tender No. O-11011/26/2016-CWF**ANNEXURE-II****I. SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS**

The mandate of the Department of Consumer Affairs (DOCA) in the Ministry of Consumer Affairs, Food & Public Distribution, Government of India is consumer protection which involves enabling consumers to make informed choices; ensuring fair, equitable and consistent outcomes for consumers; and facilitating timely and effective consumer grievance redress. For handling the grievances/complaints of the consumers the Department operates a National Consumer Helpline with a toll free number 1800-11-4000, to deal with a multitude of problems arising in their day-to-day engagement with the market, business and service providers. Consumers from all over the country can access the toll-free number 1800-11-4000 and seek telephonic counseling for problems that they face as consumers relating to various sectors. The service is available in English and Hindi.

With a view to cater to the needs of the consumers in different regions of the country in the regional languages of the states, it has been decided to set up Zonal Consumer Helplines (ZCH) at Ahmedabad, Bengaluru, Guwahati, Jaipur, Kolkata and Patna.

2. The Department of Consumer Affairs, Govt. of India, therefore, invites applications from registered service providers/organizations for setting up and running Zonal Consumer Helplines based at the six locations indicated above, to cover the states falling within their jurisdiction as under:

Region	Location of ZCH	States/UTs covered	Language support other than English and Hindi(As per Eighth Schedule of the Constitution of India)
1.Northern Region	Jaipur	J&K, Punjab, Himachal Pradesh, Haryana, Rajasthan, Chandigarh	Kashmiri, Punjabi and Dogri
	Patna	Uttar Pradesh, Uttarakhand, Bihar, Jharkhand	Santhali, Maithili, Nepali, Urdu
2.Southern region	Bengaluru	Andhra Pradesh, Karnataka, Telangana, Kerala, Tamilnadu, Puducherry, Lakshadweep	Kannada, Malayalam, Tamil, Telugu and Konkani
3.Eastern region	Kolkata	West Bengal, Odisha, Madhya Pradesh,	Bengali, Oriya

		Chhatisgarh, A&N Islands	
4. North-eastern Region	Guwahati	Assam, Meghalaya, Manipur, Tripura, Nagaland, Arunachal Pradesh, Sikkim, Mizoram	Assamese, Bengali, Manipuri
5. Western Region	Ahmedabad	Gujarat, Maharastra, Goa, Daman & Diu, Dadra and Nagar Haveli	Gujarati, Marathi & Sindhi

3. The objectives of the ZCH would be:

- i. To attend to the telephonic calls from consumers and provide information to the callers and register their complaints in the INGRAM portal;
- ii. To provide advice and counseling to consumers for redressal of their grievances;
- iii. To handle the complaints received online through the INGRAM portal, emails, SMS etc
- iv. To assist/guide the Consumers in registering their complaints in the appropriate consumer fora.
- v. To perform backend operations in taking up the complaints of the consumers with the Government Departments concerned, Regulators, private companies/manufacturers/service providers for resolution;
- vi. To update the grievance handling software with the action taken on the complaints till their closure.
- vii. To furnish reports, as may be prescribed, on disposal of complaints to the Department of Consumer Affairs.

4. The ZCH will be set up and run initially for 2 years. The ZCH will function directly under the control of the Department of Consumer Affairs and shall be networked with the National Consumer Helpline (NCH) using a common platform/Software (INGRAM).

5. The Service Provider/Organization will provide services in English, Hindi and local languages of the States covered by the Centre as indicated in para 2, for eight hours' duration on all working days from 9.30 AM to 5.30 PM. ZCH will also facilitate consumers to register their complaints online after office hours and on holidays.

Eligibility Criteria

6. The interested Service Providers/Organizations should satisfy the following eligibility criteria: -

- (i) Must be a non-profit organization or a voluntary Consumer Organization registered under Societies Registration Act or any similar Act, Trust Act and should have also been registered in NGO Darpan, NITI Ayog portal; and should have been engaged in activities relating to consumer

protection/ consumer welfare/ consumer grievance redressal, Consumer Awareness and Education, activities, for at least two years.

Or

Should be registered under Companies Act or a partnership firm registered under LLP Act, 2008 and should have at least two years' experience of running a call centre for a Government Department or Public Sector/Private Undertaking.

- (ii) Financial position of the organization should be sound enough with minimum average annual scale of operations of Rs fifty lakh during the last two years (audited statement of last two years to be attached showing sources of income)
- (iii) Should have infrastructure facilities, resources, and experience to undertake this activity in an uninterrupted manner for a minimum of two years as per norms and standards prescribed.
- (iv) The applicant must certify that it has not been blacklisted or does not have any penalty/action against it anywhere in any Department.

7. OTHER TERMS AND CONDITIONS

The applicant shall --

- (i) employ staff to operate 10 workstations to attend to voice calls/emails and attend to the consumer grievances, which should include capabilities to respond in English as well as languages contained in the Eighth Schedule of the Constitution of India and spoken in the region. The staff should be suitably qualified in consumer complaint handling, counselling, and guidance. Minimum educational qualifications have been given in **Appendix-I**;
- (ii) provide infrastructure for running the office including space, computers and other peripherals, telephone lines, internet facility, office furniture, etc.;
- (iii) ensure that the ZCH receives calls during 9.30 AM and 5.30 PM;
- (iv) facilitate to record all calls received beyond office hours and on holidays with all the information, and capture all the required information on the next working day, and ensure responses are sent to the complainants promptly;
- (v) ensure that the system should enable any consumer to register a complaint, or seek information and guidance through telephone or email in the local language;
- (vi) produce a monthly report of data, indicating activities undertaken classifying the nature of complaints on sectoral and geographical basis, information provided, services rendered, cases filed and submit a status report to Department of Consumer Affairs, Govt. of India as may be directed by the Department of Consumer Affairs, Government of India;
- (vii) get the funding received and expenditure incurred audited through Chartered Accountant every year;

- (viii) allow inspection/audit by the Department of Consumer Affairs, Government of India as and when directed;
- (ix) Enter into an MoU with the Department of Consumer Affairs as at **Appendix-II**.

8. **RESPONSIBILITY OF THE DEPARTMENT OF CONSUMER AFFAIRS:**

- (i) The Department of Consumer Affairs, Government of India will provide Customer Relationship Management(CRM) software and training to the staff.
- (ii) The service provider will provide manpower, office space, Computer Hardware and Peripherals, IVRS software and meet the Housekeeping charges for which the Department of Consumer Affairs, Government of India will reimburse fixed costs on per Desk basis as quoted by the Service Provider/ Organisation and finally accepted. Additionally, the telephone and internet charges, on actual basis based on bills, on running the ZCH will be reimbursed.
- (iii) Any excess expenditure over and above the cost at (ii) above is to be borne by the applicant.

9. Bidders are advised to go through the instructions before bid submission to avoid rejection of bids due to incorrect/faulty submission.

9.1 The bid is to be submitted along with refundable Earnest Money Deposit (EMD) of Rs 10,000/- (Rupees ten thousand only). The EMD will have to be in form of a crossed demand draft (DD) in favour of "PAO, Department of Consumer Affairs, New Delhi" from a nationalized bank. The scanned copy of the Earnest Money Deposit (EMD) of Rs.10,000/-(Rupees Ten thousand only) must be uploaded with the Technical Bid and original of the same has to be dropped in the Tender Box at R&I Section, Room No.50, Ground Floor (near Gate No.6, Krishi Bhawan, New Delhi-110001 latest by the last date of bid submission, superscribing the envelope "for setting up and running a Zonal Consumer Helpline based at'" **latest by 1700 hrs on 20th February, 2017**. The EMD will be forfeited if the tenderer retracts from his offer for whatever reasons. **Tenders received without EMD will be summarily rejected**. The EMD in respect of unsuccessful bidders will be returned after award of the contract.

9.2 In case of any doubt regarding the terms and conditions of the tender or for any other matter connected therewith, the bidders may seek clarification through e-mail or personally with prior appointment, from Deputy Secretary(CPU) [Room No. 461, Krishi Bhawan, New Delhi; Tel: 011-23389936; email: dscpu-ca@nic.in].

9.3 Technical bids will be opened by the Bid Opening Committee constituted for this purpose by the Department on the stipulated date and time. The bidders can participate during the bid-opening process, the date and time of opening will be intimated to them by e-mail.

9.4 Financial bids of the shortlisted bidders will be opened by the Bid Opening Committee, the date, time and venue of which will be intimated to them through e-mail.

10. SELECTION PROCESS

The applications received within the time frame given above will be initially assessed on the following parameters by a Screening Committee:

- a) Registered body under Societies Registration Act or any other similar Act **(Mandatory)**, registration in NGO Darpan, NITI Ayog portal (mandatory) and experience of at least **two** years in activities in the fields of consumer Protection/consumer welfare/ consumer grievance redressal/ consumer awareness and education **(Mandatory)**

Or

Registration under Companies Act or a partnership firm registered under LLP Act, 2008 and two years' experience in running a call centre for a Government Department or Public/private Sector Undertaking (Mandatory)

- b) Audited statement of last two years **(Mandatory)**
 c) Average annual scale of operations of rupees fifty lakh during the last two years **(Mandatory)**
 d) List of activities undertaken during last two years (Mandatory)
 e) Infrastructure and facilities offered. (own building/rented building/facilities)
 f) Proposed Location to set up ZCH
 g) Number of trained /untrained personnel committed. (The qualifications of the staff running the Centre is given at appendix)
 h) Recognition for consumer advocacy from national/international Bodies
 i) Publications (journals/ newsletters/ books/monographs/ articles).

11. Applicants who qualify the mandatory conditions would thereafter be assessed by the method of "**combined quality-cum-cost based selection (QCBS)**" on a score of 100 as follows:

A. Technical Bid	
(i) Location of an Office	10
(ii) Previous experience	20
(iii) No. of trained personnel already available	15
(iv) Presentation	25
B. Financial bid	<u>30</u>
Total	100

S.No.	Parameter	Outside the Zone	Within the States in the zone	At the same location as the proposed ZCH	
1.	Location of office	0	5 marks	10 marks	
2.	Previous experience in call centre operations or in activities in the fields of consumer Protection/consumer welfare/ consumer grievance redressal/ consumer awareness and education				
		1-2 yrs exp	2-3 yrs exp	3-5 yrs exp	5 yrs & above
		5 marks	10 marks	15 marks	20 marks

3.	Present availability of no. of trained personnel (Proof with copies of Certificates of educational qualifications)		Conversant in English, Hindi and one Local Language	Experience
		Coordinator (Minimum Graduate) + 3 years experience	3	2 marks for more than 5 years experience in coordinating a Helpline.
		Counselor (Min. 10+2) + good communication skills (for 2 persons)	3+ Additional marks will be awarded for availability of a second counsellor/knowledge of different language.	3 marks will be awarded for a 2 marks each for experience of more than 2 years (Max. 4 marks)

12. On the basis of the assessment of the technical bids, five applicants scoring higher marks will be shortlisted. The short listed applicants will be invited to make a presentation before an Empowered Committee in the Department of Consumer Affairs and they would be assessed on a scale of 25 on the parameters of (i) knowledge of the subject, (ii) technical expertise, (iii) prior experience of counselling, (iv) clarity/understanding the scope of work and challenges involved and (v) innovations the bidders could like to bring to maximize the impact on the consumers .

13. Financial proposals of the shortlisted applicants will be assessed on a scale of 30 marks. The lowest proposal is given a maximum score of 30. This is then used as a

basis to calculate the score of the other financial proposals. The financial score will be computed as follows:

- (i) Financial Score of the lowest priced proposal = 30 marks
- (ii) Each of the other proposals = 30 marks x $\frac{\text{value of the lowest priced proposal}}{\text{value of the proposal under consideration}}$

14. Final selection would be made out of the shortlisted applicants by the Empowered Committee on the basis of total marks obtained on assessment of technical bid (including presentation), and financial proposal (paras 11,12 and13).

15. No TA/DA will be paid for travel for this presentation. The selected agency will then be required to enter into a Memorandum of Understanding with the Department of Consumer Affairs, Government of India.

16. The Department of Consumer Affairs reserves the right to reject any application(s) without assigning any reasons.

17. The Firms are required to upload copies of the following documents along with the Technical Bid, failing which their applications shall be summarily/outrightly rejected and will not be further considered:

- i) Scanned copy of Earnest Money Deposit(EMD).
- ii) Scanned copy of PAN/GIR Card.
- iii) Scanned copy of IT return filed for the last 2 financial years (i.e. 2014-15 and 2015-16).
- iv) Scanned copy of VAT/Sales Tax/Service Tax registration certificate.
- v) Work experience of similar work in the Govt. sector or experience of activities in the fields of consumer Protection/consumer welfare/ consumer grievance redressal/ consumer awareness and education during the last 2 years (requisite proof thereof)
- vi) Annual turnover certificate for the last two years, duly authenticated/duly signed by the Chartered Accountant of the firm.
- vii) Undertaking on Rs.50/- stamp paper that agency/firm has not been blacklisted by any Department or any criminal case has not been registered against the agency/firm or its owner/proprietor/partner of agency/firm anywhere in India.

18. The bidder shall submit the technical and financial bids only as per the format enclosed at **Annexure-III and IV** and upload the same on e-procurement portal.

19. **Disclaimer:** The near relatives of employees of Department of Consumer Affairs are prohibited from participation in this tender. The near relatives for this purpose are defined as:

- a. Members of a Hindu undivided Family
- b. Their spouses
- c. The one related to the other in the manner as father, son(s), Son's wife(daughter-in-law), daughter(s) and daughter's husband(sons-in-law), brother(s) and brother(s)-in law, sister(s) and Sister's husband, brother(s)-in law.

20. **Force Majeure :** If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics, strikes, lockouts or acts of God (hereinafter, referred to events) provided, notice of the happening of any such event is given by either party to the other within 30 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Engineer as to whether the works have been so resumed or not shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party.

21. **Arbitration:** If any difference arises concerning the agreement, its interpretation or payment to be made thereunder, the same shall be settled by mutual consultation and negotiation. In case of any disputes or differences arising out of this MOU or in the operations of the project, during the validity period of this MOU the matter will be finally arbitrated by Secretary, Department of Consumer Affairs, Government of India or his authorized officer. The decision shall be final and binding on all parties.

22. **Legal Jurisdiction:** The agreement shall be deemed to have been concluded in the National Capital Territory (NCT) of Delhi and all obligations hereunder shall be deemed to be located at the NCT of Delhi and Court within NCT of Delhi will have Jurisdiction to the exclusion of other courts.

STAFFING PATTERN

Coordinator (1)

Counselor (10)

Support staff (1)

QUALIFICATIONS OF THE STAFF**Coordinator**

- Graduate in any discipline
- 3 years' experience in consumer welfare activities
- Conversant in English, Hindi and local language

Counselling skills

- Ability to draft complaints, affidavit, and familiar with procedures of consumer fora
- Able to engage with consumers, industry, Govt. agencies, financial institutions, service providers and retailers.

Counsellors

- Passed 10+2 from any recognized institution
- Experience in interacting with public
- General knowledge of Consumer Protection Act
- Patience to hear out consumers' grievances
- Good communication skills in English, Hindi and Local languages [There should be at least one counselor each for each of the local languages of the region]

Support Staff

- 10+2 with some knowledge in accounting and data processing.
-

APPENDIX-II

MEMORANDUM OF UNDERSTANDING BETWEEN DEPARTMENT OF CONSUMER AFFAIRS, MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION, GOVERNMENT OF INDIA AND THE FOR SETTING UP AND RUNNING A ZONAL CONSUMER HELPLINE

1. This agreement is made and entered into on this day of at New Delhi, between,

Ministry of Consumer Affairs, Food and Public Distribution, Department of Consumer Affairs, Government of India, New Delhi, through its Joint Secretary, (hereinafter called as the "First Party/DCA" which term shall unless repugnant to the context shall mean and include their successors, assignees and administrators) ON THE FIRST PART.

AND

..... through its (hereinafter called as the "Second Party/", which term shall unless repugnant to the context shall mean and include their successors, assignees, and administrators) ON THE SECOND PART.

2. WHEREAS, with a view to cater to the needs of the consumers in different regions of the country in the regional languages of the states, the First Party has decided to set up a Zonal Consumer Helpline (ZCH) at and the second party (.....name and address of the second party), on the basis of a proposal submitted, has been selected to set up and run the said Zonal Consumer Helpline at(location/address) in(name of the city).

3. On the basis of proposal from the second party, the first party has approved and sanctioned the proposal for financial assistance for setting up and running a Zonal Consumer Helpline at an estimated cost of Rs. spread over a period of two years commencing from date of release of funds and as per terms and conditions given in the sanction letter. The funding however will be based on actual expenditure.

4. The primary objectives of the Project are:

- (i) To attend to the telephonic calls from consumers and provide information to the callers and register their complaints in the INGRAM portal;
- (ii) To provide advice and counseling to consumers for redressal of their grievances;
- (iii) To handle the complaints received online through the INGRAM portal, emails, SMS etc

- (iv) To assist/guide the Consumers in registering their complaints in the appropriate consumer fora.
- (v) To perform backend operations in taking up the complaints of the consumers with the Government Departments concerned, Regulators, private companies/manufacturers/service providers for resolution;
- (vi) To update the grievance handling software with the action taken on the complaints till their closure.
- (vii) To furnish report on disposal of complaints to the Department of Consumer Affairs.

5. NOW THEREFORE IN CONSIDERATION OF THE PROMISES AND MUTUAL COVENANTS HEREINAFTER CONTAINED, THE PARTIES HERETO AGREE AS FOLLOWS.

I. SCOPE OF AGREEMENT AND CLARIFICATION

This Agreement details the responsibilities and obligations of First Party (DCA) and Second Party (.....) referred to hereafter.

II. RESPONSIBILITIES AND OBLIGATIONS OF FIRST PARTY

- a) The First party will provide Customer Relationship Management(CRM) software and training to the staff.
- b) The first party will reimburse fixed costs on per Desk basis as quoted by the second party and finally accepted by the first party towards manpower, office space, computer hardware and peripherals, IVRS software and housekeeping charges.
- c) Additionally, the first party will reimburse the telephone and internet charges, on actual basis based on bills, on running the ZCH.
- d) Any excess expenditure over and above the cost at (b) above is to be borne by the applicant.
- e) The grant shall be payable quarterly, 1st installment of grant shall be payable within one month from the date of execution of this Agreement. The remaining grant will be released on submission of Utilization Certificate (UC) and on the recommendation of the Executive Committee.
- f) FIRST PARTY will neither be responsible nor liable for any claims or liabilities whatsoever, including those arising from employment of contractual manpower employed by Second Party of any status and nature, if any to arise or arising out of or in the course of running of the Helpline.
- g) The FIRST PARTY shall introduce a system of evaluation for regular feedback regarding the functioning of the project.
- h) The FIRST PARTY will periodically monitor the progress of activities under the project through an Executive Committee set up for the purpose. The committee will

meet every quarter to review the progress of the project and recommend release of subsequent installments of grants.

III. RESPONSIBILITIES AND OBLIGATIONS OF SECOND PARTY

The second party shall--

- a) Employ staff to operate 10 workstations to attend to voice calls/emails and attend to the consumer grievances, which should include capabilities to respond in English as well as languages contained in the Eighth Schedule of the Constitution of India and spoken in the region.
- b) The staff should be suitably qualified in consumer complaint handling, counselling, and guidance. Minimum educational qualifications should be as indicated in Appendix-I.
- c) Provide infrastructure for running the office including space, computers and other peripherals, telephone lines, internet facility, office furniture, etc.
- d) Ensure that the ZCH receives calls during 9.30 AM and 5.30 PM for six working days in a week.
- e) Facilitate to record all calls received beyond office hours and on holidays with all the information, and capture all the required information on the next working day, and ensure responses are sent to the complainants promptly.
- f) Ensure that the system should enable any consumer to register a complaint, or seek information and guidance through telephone or email in the local language.
- g) Produce a monthly report of data, indicating activities undertaken classifying the nature of complaints on sectoral and geographical basis, information provided, services rendered, cases filed and submit a status report to Department of Consumer Affairs, Govt. of India as may be directed by the department of Consumer Affairs, Government of India.
- h) Get the funding received and expenditure incurred audited through Chartered Accountant every year.
- i) Allow inspection/audit by the Department of Consumer Affairs, Government of India as and when directed.
- j) Second Party will follow and comply with all conditions attached to the grant.
- k) The Second Party agrees that in case any deviations or modifications are necessary to carry out the project, those deviations or modifications will be carried out, only after the due written approval of the Executive Committee, set up by the First Party for this purpose.
- l) The second party agrees that it shall maintain proper accounts of the actual expenditure incurred under various heads.
- m) It shall make available all documents, transactions and vouchers to the audit team appointed by the first party as and when felt necessary for internal evaluation by the First Party.
- n) The Second Party agrees that First Party shall not be liable for any disputes legal or otherwise that may arise out of any action on the part of the Second Party, the loss, if any to be incurred in such activities to be borne by the Second Party exclusively.

V. TERMS AND CONDITIONS

The following broad terms and conditions are agreed upon by the Parties hereto:

- a) It is agreed that the First Party reserves the rights to cancel the project at any time after giving three months' notice. It is also agreed that the first party would not incur any liability whatsoever if the project is terminated before completion of its full term.
- b) This MOU will be valid for a period of two years from the date of signing unless the project sanctioned to the second party is terminated before expiry of the sanctioned period.
- c) The Second Party agrees that the first party will not be liable for any disputes legal or otherwise that may arise out of the actions of the second party.
- d) FIRST PARTY will provide support for a period of 2 years from the date of this agreement.

VII. EXECUTIVE COMMITTEE

- a) An Executive Committee shall be constituted as under to monitor the implementation of this Agreement

Joint Secretary (CA)	Chairperson
CCA or DS/Dir (IF)	Member
DS/Director (CPU)	Member Secretary
Director (Grievances)	Member
Chair professor of CCS, IIPA	Member
An expert on the subject to be nominated by Secretary, Consumer Affairs	Member

- b) The Executive Committee will review the actual performance under this MOU and shall meet at least once in a quarter for evaluation of the specific activities undertaken under the Project.
6. In case of any disputes or differences arising out of this MOU or in the operations of the project, during the validity period of this MOU, the matter will be finally arbitrated by Secretary, Department of Consumer Affairs (Government of India). The decision shall be final and binding on all parties.
7. This is the sole MOU between the Parties hereto, for the purpose mentioned herein and any other communication made on this subject contrary to the covenants contained herein shall not be applicable and will not have any effect and also will not be entertained by the First Party.
8. **Legal Jurisdiction:** The agreement shall be deemed to have been concluded in the National Capital Territory(NCT) of Delhi and all obligations hereunder shall be

deemed to be located at the NCT of Delhi and Court within NCT of Delhi will have Jurisdiction to the exclusion of other courts.

9. DURATION OF THE AGREEMENT:

- a) The duration of this Agreement will be for a period of two years from the date of signing which can be further extended by mutual written consent.
- b) It is agreed that the FIRST PARTY reserves the right to cancel the grant to the Second Party before the end of the period of the Agreement, if the second party fails to comply with the terms of this agreement.
- c) It is also agreed that the FIRST PARTY would not incur any liability whatsoever if the funding of the Project is terminated before completion of period mentioned in (a) above.

IN WITNESS WHEREOF, the parties have caused their representatives duly authorized for that purpose to execute this Agreement on the date and in the year herein written.

Signed for the on behalf of First Party Signed for the on behalf of Second Party

(Shri P.V.Rama Sastry)
 Joint Secretary
 Department of Consumer Affairs
 Government of India
 Krishi Bhavan, New Delhi – 110001

(.....)

Signed, sealed and delivered in presence of:
Witnesses

1. _____

2. _____

ANNEXURE-IIIPROFORMA

SN	Particulars	
1	Name of the Service Provider/Organisation	
2	Whether registered and date of registration	
3	Registered under which Act	
	Whether registered under NITI Ayog portal (where applicable)	
4	Registered office: Address/ Telephone/ Fax/ email ID	
5	PAN Number/ TIN Number/ Service Tax regn No.	
6	Bank Account No.: IFSC/NEFT Code: Name of the Bank: Address of the Branch	
7	Location of any other office Address/ Telephone/ Fax/ email ID	
8	Name of Authorised person telephone/ Mobile/ fax/ email	
9	A brief profile of the Organisation	
10	Activities undertaken during the last two years (Attach a separate sheet, if required)	

11	Experience in consumer welfare/grievance redressal activities (Attach a separate sheet, if required)		
12	Experience in running Call Centre		
13	Turnover of the Organization in the last three years	2015-16	2014-15
12	Audited statement of accounts for the last two years (to be attached)		
14	Whether the Service provider/Organisation has been blacklisted/penalized. If so details.		
15	Proposed place to set up the ZCH in the city of location		
15.1	Own building/rented?		
15.2	Details of infrastructural facilities available		
15.3	Details of infrastructural facilities proposed to be provided		
16	Experience of staff committed		
16.1	Coordinator (graduate and 3 years experience) -Educational Qualification -Experience in number of years -Languages known		
16.2	Counsellor (minimum 2 with 10+2 & good		

	communication skills) -Number committed -Educational Qualification -Languages known -Experience	
17	Probable time within which the required staff to be engaged	
18	Time within which the ZCH will be fully set up and made operational	
19	Recognition for consumer advocacy from National/International Bodies	
20	Publications, if any (journals/Newsletters/Books/magazines/Monographs/Articles)	
21	Details of EMD for Rs 10,000/-, DD number and date	

DECLARATION

- 1) We have read and understood the terms & conditions of the call for proposal and comply to all the terms & conditions.
- 2) We certify that the information furnished above are true and correct to best of our knowledge.
- 3) In case of receipt of order we confirm that payment shall be received through e-Banking / Electronics Transfer.
- 4) This offer contains _____ No. of pages including all Annexures and Enclosures.

Place:
Date:

Signature of Authorized Signatory
Name:
Designation:
Seal:

Annexure-IV**Application- Financial bid for setting up and running a Zonal Consumer Helpline at Guwahati**

1. Name of the Service Provider/organization :

2. Financial Details

SN	Particulars	Cost in rupees.
1	Cost per Desk per month	
2	Cost for 10 Desks per month	
3	Cost for 10 Desks per year	
4	Cost for 10 Desks for two years	

Signature of authorized signatory
with date and complete address