# REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF AGENCY FOR OPERATIONALIZATION AND MAINTENANCE OF NATIONAL CONSUMER HELPLINE (NCH) FOR A PERIOD OF THREE YEARS

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# NOTICE INVITING TENDER

# F.No. J-24/37/2023-CPU Government of India Ministry of Consumer Affairs, Food & PD Department of Consumer Affairs

Krishi Bhawan, New Delhi Dated 30 June 2023

# **TENDER NOTICE**

# Subject: Request For Proposal (RFP) For Selection of Agency for Operationalization and maintenance of National Consumer Helpline (NCH) for a period of three years

Online bids are hereby invited under **two-Bid System**, i.e **Technical Bid and Financial Bid**, from interested Service Providers/Organizations for setting up and running Call center of National Consumer Helplines (NCH) for a period of three years. The Service Providers/Organizations will also be responsible for ensuring the services/ functionality of the Call Center of NCH.

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.

# 1. EMD and Document Fee

Name of the Work	EMD/ Bid Security	Document Fee (non- refundable)	Closing date and time for Online bid Submission
Request For Proposal (RFP) For Selection of Agency for Setting up and Operationalizing National Consumer Helpline (NCH)	INR 10,00,000/-	INR 10,000/-	See Key Dates

# 2. Key Dates for the activities of the Bidders:

S.	Event Description	Deadline
No.		
1	Invitation of RFP	30 <sup>th</sup> June 2023

2	Last date for receiving queries	14 <sup>th</sup> July 2023
3	Pre-Bid meeting/conference	19 <sup>th</sup> July 2023
4	Bid Due Date	27th July 2023
5	Due Date for physical submission of following documents at DoCA office: - • Document Fee • Bid Security/EMD • Power of Attorney	
6	Opening of Technical Bids	28 <sup>th</sup> July 2023
7	Opening of Financial Bids	To be intimated separately to technically qualified bidders

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.

In case of a VC – Meeting details shall be sent to those email IDs from whom queries have been received by due date. Interested bidders may ask for meeting details one day prior to the pre-bid meeting on jasbir.tiwari13@nic.in.

Jasto Tivari

(Jasbir Tiwari ) Under Secretary to the Govt. of India Tele: 23381233

#### 1.1. **Definition**

In this document, the following terms shall have respective meanings as indicated:

- i. **"Applicable Law"** means the laws, rules or regulations and any other instruments, having the force of law in Republic of India, as in force from time to time.
- ii. "Authorized Representative" means any person/agency authorized by DoCA.
- iii. **"Applicant"** or **"Bidder"** means, an entity/company which participates in the Bid process and submits its proposal/bid pursuant to this RFP.
- iv. **"Commencement date**" means the date upon which the Successful bidder receives the notice to commence the work issued by DOCA.
- v. "CCA" means Call Center Agents
- vi. **"Contract"** shall mean & include RFP, Notice for Inviting Tender (NIT), the tender documents and letter of acceptance thereof and the formal agreement, to be executed between DOCA and the Successful bidder together with the complete documents referred to therein including the conditions with appendices and any special conditions, the specifications, designs, drawings, bill of quantities with rates and amounts. All these documents taken together shall be deemed to form one Contract and shall be complementary to each other.
- vii. **"Letter of Award (LOA)"** means the issue of a signed letter by DOCA to Successful Bidder conveying its intention to accept the offer of Successful Bidder and awarding the work mentioning the total Contract Value.
- viii. **"RFP"** shall mean this Request for Proposal dated 5 January 2022, including the written clarifications & Corrigendum/Addendum issued by DOCA in respect of the RFP from time to time.
- ix. **"Services"** means requirements defined in this RFP including all additional services associated thereto to be delivered by the Successful Bidder.
- x. **"Successful Bidder**" means the Service Provider, who, after the complete evaluation process, has been issued the Letter of Award by DOCA.
- xi. **"Total Project Cost"** is the estimated amount payable by DOCA to the Service Provider as per the contract pursuant to award of the same, as calculated on the day of award, and excluding contingencies or penalties whose provisions exist in the contract, but whose values cannot be determined on the day of signing the contract.

"Any other term(s)", not defined herein above but defined elsewhere in this RFP shall have the meaning(s) ascribed to such term(s) therein and shall be deemed to have been included in this Section.

#### 1.2. Abbreviations

DoCA	:	Department of Consumer Affairs, Government of India
NCH	:	National Consumer Helpline
CCA	:	Call Center Agent
ACD	:	Automatic Call Distributor
CRM	:	Customer Relationship Management
RFP	:	Request for Proposal
LOA	:	Letter of Award
INGRAM	:	Integrated Grievance Redressal Mechanism

# Deadline for Submission of Bid

# Key Dates

S. No.	Event Description	Deadline
1	Invitation of RFP	30 <sup>th</sup> June 2023
2	Last date for receiving queries	14 <sup>th</sup> July 2023
3	Pre-Bid meeting 1	19 <sup>th</sup> July 2023
4	Bid Due Date	27 <sup>th</sup> July 2023
5	Due Date for physical submission of following documents at DoCA office: - • Document Fee • Bid Security/EMD • Power of Attorney	27 <sup>th</sup> July 2023
6	Opening of Technical Bids	28 <sup>th</sup> July 2023
7	Opening of Financial Bids	To be intimated separately to technically qualified bidders

- 5.1 Complete Bid documents as specified in the RFP must be uploaded as specified on or before the date and time specified under "Key Dates". In the event of the specified date for the submission of Bids being declared a Non-working day for DOCA, the Bids will be received up to the specified time on the next working day.
- **5.2** DOCA may, at its discretion, extend the deadline for submission of Bids by issuing an amendment in which case all rights and obligations of DOCA and the Bidders previously subject to the original deadline will thereafter be subject to the deadline extended.
- **5.3** In case of a VC Meeting details shall be sent to those email IDs from whom queries have been received by due date. Interested bidders may ask for meeting details one day prior to the pre-bid meeting on jasbir.tiwari13@nic.in

# 5.4 Power of Attorney

i. The Bidder should submit a notarized Power of Attorney in the format provided at Annexure 5 or Letter of Authorization for authorizing the signatory of the Bid to sign the Bid and all related documents. It is clarified that Bidders may submit equivalent documents (for example, delegation of power, board resolution copy), in lieu of this document, as applicable.

# 5.5 Bid Validity

- i. Bids shall remain valid for a period of 120 days from the Bid due date. Any Bid valid for a shorter period shall be rejected as non-responsive. DoCA has sole discretion to extend the period beyond 120 days.
- ii. In exceptional circumstances, DoCA may solicit Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing; however, no modification to such bid shall be permitted.

# 5.6 Bid Security

- i. The Bidder shall furnish, as part of the Bid, Earnest Money Deposit (EMD) /Bid Security for an amount INR 10,00,000/- (Rupees Ten Lakh Only). The Successful Bidder's EMD will be returned, without any interest, upon the Successful Bidder signing the Contract and furnishing the Performance Security in accordance with the provisions thereof. DoCA may, at the Successful Bidder's option, adjust the amount of EMD in the amount of Performance Security to be provided by him in accordance with the provisions of the Contract.
- ii. The Earnest Money shall be in the form of a demand draft / pay order/ Bank Guarantee drawn in favour of "Department of Consumer Affairs (DoCA)" drawn on any Scheduled bank payable at New Delhi. The format for providing EMD in the form of Bank Guarantee is provided at Annexure-12.
- iii. Any bid not accompanied by an acceptable Earnest Money Deposit and Document Fee shall be rejected by DoCA as non-responsive.
- iv. The Earnest Money Deposit of unsuccessful bidders will be returned upon written request from the unsuccessful bidder, after expiry of the period of Bid Validity prescribed by DoCA or Signing of Contract Agreement between DoCA and successful bidder.
- v. The Earnest Money Deposit of the Successful Bidder will be discharged when the Successful Bidder has furnished the required Performance Security and signed the Contract Agreement.

- vi. The Bid Security / Earnest Money will be forfeited:
  - a. If the Bidder withdraws or modifies the Bid during the period of Bid validity.
  - b. If the Bidder does not accept the correction of the bid price, pursuant to clause pertaining to imbalance bid.
  - c. In the case of a Successful Bidder, if the Bidder fails within the specified time limit to
  - d. Sign the Contract; and/or
  - e. Furnish the required Performance Security; or
  - f. If the Bidder is found to be engaged in corrupt or fraudulent practices.

# 5.7 Notification of Award of Contract

- i. Prior to the expiration of the Bid validity, DoCA will notify the Successful Bidder that his Bid has been accepted. DoCA will mention the contract value in the LOA.
- ii. The Contract will incorporate all agreements between DoCA and the Successful Bidder. It will be signed by DoCA and the Successful Bidder after the performance security is furnished by the Successful Bidder. DoCA will issue notice to commence the work after signing of Contract Agreement or submission of Performance Security as the case may be.
- iii. Upon furnishing of the Performance Security by the Successful Bidder, DoCA will promptly notify the other Bidders that their Bids have been unsuccessful. EMDs of unsuccessful Bidders will be returned back to them after signing of Contract with the Successful Bidder or after the expiry of the validity period of the Bids, whichever is earlier.
- iv. DoCA will award the contract to successful bidder whose bid has been determined to be responsive and has been determined to be most competitive based on evaluation process scoring the highest. It is provided further that the bidder is determined to be qualified to perform the project satisfactorily. DOCA shall, however, not bind itself to accept the highest scoring bid or any bid and reserves the right to accept or reject any bid wholly or in part.

# 5.8 Performance Security

- i. Within 15 (Fifteen) days of the receipt of the Letter of Award, the Successful Bidder shall submit an irrevocable and unconditional Bank guarantee issued in the name of DoCA for an amount equal to 10% of Total Project Cost, issued by a Bank described under this RFP which shall be verified at any branch located in the National Capital territory of Delhi and through SFMS mode as performance security for the due performance of its obligations under the Contract. The total project cost shall be calculated based on the unit rate quoted by the bidder multiplied by number of CCAs multiplied by number of months in the entire duration of the project (i.e. three years).
- ii. The aforesaid Bank Guarantee shall be as per the format given in format provided in this RFP and will be valid for a period of 180 days after the expiry of Contract period and shall also have a minimum claim period of 1 year. Format for submission of Performance Bank Guarantee is placed at Annexure 7.

# 5.9 Bank Guarantee (BG)

- i. The Bank Guarantee in the name of DoCA issued by the following banks would only be accepted:
  - a. Any Nationalized Bank
  - b. Any Scheduled Commercial Bank approved by RBI having a net worth of not less than Rs. 500 crores as per the latest Audited Balance Sheet of the Bank. In the case of a Foreign Bank (issued by a branch in India), the net worth in respect of the Indian operations shall only be taken into account.
  - c. A Foreign Bank (issued by a branch outside India) with a counter guarantee from any Indian Nationalized Bank.
  - d. Export Import Bank of India
- ii. The acceptance of the Bank Guarantees shall also be subject to the following conditions:
  - a. The capital adequacy of the Bank shall not be less than the norms prescribed by RBI.
  - b. The bank guarantee issued by a Cooperative Bank shall not be accepted.

# 5.10 Signing of Contract

i. DoCA shall ask the Successful Bidder to furnish the Performance Guarantee and also to execute the Contract Agreement.

# 3.1 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: <u>http://eprocure.gov.in</u>). 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: <u>https://eprocure.gov.in/eprocure/app</u>

# 3.2. <u>Registration</u>

- i. 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.
- ii. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- iii. Bidders are advised to register their valid e-mail address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- iv. 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-Mudra etc.), with their profile.
- v. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- vi. Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC/e Token.

# 3.3 Searching for tender documents

- i. 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.
- ii. 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.
- iii. 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.

# 3.4. Scope of Bids

- i. DOCA invites proposals/bids from eligible entities having the requisite technical and financial capabilities.
- ii. The Bids would be evaluated on the basis of the evaluation criteria set out in this Request for Proposal (RFP) Document in order to identify the Successful Bidder for providing the services envisaged under this RFP
- iii. Terms used in this RFP Document which have not been defined herein shall have the meaning recognized thereto in the draft Contract Conditions.
- iv. Pursuant to the release of this RFP Document, DOCA shall receive bids, prepared and submitted in accordance with the terms set forth in this RFP Document and other documents provided by DOCA pursuant to this RFP Document including annexure/ Appendix hereto (collectively referred to as the "Bid Documents"), as modified, altered, amended and clarified from time to time by DOCA.
- v. This RFP Document and all attached documents are and shall remain the property of DOCA and are transmitted to the Bidders solely for the purpose of preparation and the submission of their respective bids in accordance herewith. Bidders shall not use it for any purpose other than for preparation and submission of their bids.
- vi. The statements and explanations contained in this RFP Document are intended to provide an understanding to the Bidders about the subject matter of this RFP Document and shall not be construed or interpreted as limiting, in any way or manner whatsoever, the scope of services, work and obligations of the Successful Bidder to be set forth in the RFP or DOCA right to amend, alter, change, supplement or clarify the scope of service and work, the Contract conditions to be awarded pursuant to the RFP Document including the terms thereof, and this RFP Document including terms herein contained. Consequently, any omissions, conflicts or contradictions in the Bid Document are to be noted, interpreted and applied appropriately to give effect to this intent and no claim on that account shall be entertained by DOCA.
- vii. Bidders may note that DOCA will not entertain any material deviations from the RFP Document at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders will be unconditional and the Bidders would be deemed to have accepted the terms and conditions of the RFP Document with all its contents including the terms and conditions of the draft Contract Agreement. Any conditional Proposal is liable for outright rejection.
- viii. Conditional or incomplete proposals are liable to be treated as non-responsive and, therefore may be rejected at the sole discretion of DOCA.

# 3.5 <u>Preparation of bids</u>

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

- iii. 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.
- iv. 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.

# 3.6 <u>Submission of bids</u>

- i. 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.
- ii. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- iii. Bidder has to select the payment option as "offline" to pay the tender fee/EMD as applicable and enter details of the instrument.
- iv. 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.
- v. 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.
- vi. The uploaded tender documents become readable only after the tender opening by the authorized bid openers. 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.
- vii. 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.

# 3.7 Assistance to bidders

i. 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.

# GENERAL INSTRUCTIONS FOR BIDDERS

# 4.1 Eligibility/Pre-Qualification criteria

SI.No	Requirement Parameter	Eligibility Conditions/Conditions	Supporting Document to be provided
1	BIDDING ENTITY	<ul> <li>a. The Bidder should be a Company incorporated under the Companies Act, 2013 with registered office in India for not less than 5 years.</li> <li>and</li> <li>b. Should have a valid Other Service Provider (OSP) registration from Department of Telecommunications (DOT), Govt. of India for setting up a call center.</li> <li>JV/Consortium is Not Allowed.</li> </ul>	<ul> <li>i. Copy of Certificate of Incorporation / Registration under Companies Act, 1956/2013</li> <li>ii. Registration Certificate from DoT.</li> <li>iii. Power of Attorney/Letter of Authorization as per Annexure5</li> </ul>
2	Annual Turnover	Bidder should have an average Annual turnover of minimum INR <b>30 Crores</b> from Call Center business, in the last 3 financial years (FY 2019-20, 2020-21 and 2021-22). For the purpose of this criterion, annual turnover of only the bidding entity will be considered. Annual turnover of any parent, subsidiary, associated or other related entity will not be considered.	i. Certificate from the Statutory Auditor/CA clearly specifying the annual turnover for the specified years in Annexure 4
3	Net worth	The bidders should have positive net worth for the last three financial years (FY 2019-20, 2020-21 and 2021-22). For the purpose of this RFP, net worth (the "Net Worth") shall mean the aggregate value of the paid-up share capital and all	<ul> <li>Certificate from the 4/CA clearly specifying the net worth of the firm as per format provided in Annexure 4.</li> </ul>

SI.No	Requirement Parameter	Eligibility Conditions/Conditions	Supporting Document to be provided
		reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write back of depreciation and amalgamation. For the purpose of this criterion, net-worth of only the bidding entity will be considered. Net-Worth of any parent, subsidiary, associated or other related entity will not be considered.	
4	Technical Capability	<ul> <li>The Bidder should have at least Five years of experience in setting up and operationalizing of Call Center Service(s) in India as on bid due date.</li> </ul>	<ul> <li>a) Work order/ Contract / Experience Certificate clearly highlighting the relevant scope of work, Number of Inbound &amp; Other Seats and year of execution.</li> </ul>
		<ul> <li>Bidder should have experience in call center operation with minimum 100 seats for In-bound calls during last 5 years as on bid due date.</li> </ul>	AND
		<ul> <li>Bidder should have experience in call center operation with minimum 100 seats for BPO with Outbound Calls facility and other related work such as non- voice process, tech support,</li> </ul>	<ul> <li>b) Completion/In-Operation phase Certificate issued &amp; signed by the competent authority of the client on the entity's letterhead</li> </ul>
		data entry work etc. in last 5 years as on bid due date. All Above project experience should be complete or in- operation phase as on bid due date.	DoCA reserves the right to contact the afore-mentioned competent authority.

Sl.No	Requirement Parameter	Eligibility Conditions/Conditions	Supporting Document to be provided
5	Non – Blacklisting/ Debarment	The Bidder <b>should not have been blacklisted or debarred</b> by any State / Central Government Department or Central /State PSUs in India or Abroad as on Bid Due Date. Bidder declared ineligible by any Central or State Government	Undertaking as provided in Annexure -1.
		agency or Public Sector Undertakings for indulging in corrupt or fraudulent practices shall be ineligible to Bid in this tender.	

**4.2** The Bidders must provide all supporting documents specified above in support of each eligibility requirement in line with the criteria stipulated in Clause 4.1 Only those Bidders who meet all the above pre-qualification criteria shall be considered for further evaluation of their Technical Proposals.

# 4.3 Right to accept or reject any or all Applications/ Bids

Notwithstanding anything contained in this RFP, DoCA reserves the right to accept or reject any Application and to annul the Bidding Process and reject all Applications/ Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor. In the event that DoCA rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

• DOCA reserves the right to reject any Application and/ or Bid if:

a) at any time, a material misrepresentation is made or uncovered, or

b) the Applicant does not provide, within the time specified by DOCA, the supplemental documents

• In case it is found during the evaluation or at any time before signing of the Contract Agreement or after its execution and during the period of subsistence thereof, including the Contract thereby granted by DOCA, that one or more of the conditions have not been met by the Applicant, or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith

if not yet appointed as the Successful bidder either by issue of the LOA or entering into of the Contract Agreement, and if the Applicant has already been issued the LOA or has entered into the Contract Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by DOCA to the Applicant, without DOCA being liable in any manner whatsoever to the Applicant and without prejudice to any other right or remedy which DOCA may have under this RFP, the Bidding Documents, the Contract Agreement or under applicable law.

• DOCA reserves the right to verify all statements, information and documents submitted by the Applicant in response to the RFP. Any such verification or lack of such verification by DOCA shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of DOCA thereunder.

#### 4.4 <u>Amendment of RFP</u>

- At any time prior to the deadline for submission of the application, DOCA may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP by the issuance of Addenda.
- Any Addendum thus issued will be published on e-procurement portal.
- In order to afford the Applicants a reasonable time for taking an Addendum into account, or for any other reason, DOCA may, in its sole discretion, extend the Bid Due Date.

#### **Examination and Evaluation of Bids**

- a) Opening of Bids will be done through online process only.
- b) DOCA shall open Technical Bids as per schedule specified in Key Dates, in the presence of the authorized representatives of the Bidders, who choose to attend. DOCA will examine and evaluate the Bids in accordance with the provisions of this RFP.
- c) During evaluation and comparison of bids, DOCA may, at its discretion, ask the bidder for clarifications on the bid. The request for clarification shall be given in writing via email, asking the Bidder to respond by a specified date, and also mentioning therein that, if the Bidder does not comply or respond by the date, his tender will be liable to be rejected. No post bid clarification at the initiative of the bidder shall be entertained. The shortfall information/ documents shall be sought only in case of historical documents which pre-existed at the time of the bid opening and which have not undergone change since then.

# 6.1 Stage - 1: Pre-Qualification Stage

- a) The Technical Bids will be evaluated by an Evaluation Committee. The Bidder shall have to fulfill all the eligibility criteria as specified in the RFP. Following documents shall be evaluated as per part of Pre-Qualification stage: - Document Fee, EMD/Bid Security, PoA and other eligibility documents and annexures.
- b) The Bidder shall have to submit all the required documents as per various formats provided in annexures. These documents will be scrutinized in this phase of evaluation. Those bidders who do not fulfill the terms and conditions of Eligibility Criteria as specified in this tender will not be eligible for further evaluation.
- c) Evaluation of Technical Bids by the Evaluation Committee shall not be questioned by any of the Bidders. DOCA may ask Bidder(s) for additional information, visit to Bidder's site and/ or arrange discussions with their professional, technical faculties to verify claims made in Technical Bid documentation from the Bidder on the already submitted Technical Proposal at any point of time before opening of the Financial Proposal.
- d) Based upon the evaluation of these documents and the conditions specified in the RFP, DOCA shall announce the names of the Bidders who have qualified for Phase-2 Technical Qualification. It is hereby clarified that Technical Qualification evaluation of only such Bidders who are declared qualified as stated herein shall be performed.

# 6.2 Stage - 2: Technical Qualification

The Technical Proposals of the Bidders shall be evaluated based on the Technical Evaluation Framework as listed in the Table below:

# **Technical Evaluation Criteria:**

# The Technical Proposal shall cover the following:

- a) Core business areas of operation, number of years in the business, ownership and organizational structure of Firm.
- b) Clientele and Project brief details of similar projects

- c) Company's vision for call center solutions
- d) Project Plan for the proposed project along with System design, technical solution and detailed specifications together with a Project Tracker showing anticipated time schedule with milestones.
- e) Any other relevant information adding value to the technical proposal.

The Project Evaluation Committee (PEC) will evaluate the Technical Proposals of the Pre-Qualified bidders as per below criteria

S.no	Description	Maximum
1	Average annual turnover from call center business Bidder should have an average Annual turnover of minimum INR <b>30 Crores</b> from Call Center business, in the last 3 financial years (FY 2019-20, 2020-21 and 2021-22). turnover : more than 30 upto 100 crores- 05 marks More than 100 crores -10 marks For the purpose of this criterion, annual turnover of only the bidding entity will be considered. Annual turnover of any parent, subsidiary, associated or other related entity will not be considered.	10
2	<ul> <li>No of similar call center projects handled by the bidder mentioned in the RFP in the last Financial three years i.e., 2019-20, 2021-22 &amp; 2022-23</li> <li>1-2 Project(s) – 05 Marks</li> <li>3 or more Projects – 10 Marks</li> <li>Additional 5 marks will be given for handling similar government call center projects</li> <li>Supporting documents including Purchase Orders / work orders &amp; Satisfactory performance Completion certificate should be submitted</li> </ul>	15
3	<ul> <li>No. of call center projects handling Inputs through Omni channels mentioned in RFP handled by the bidder in last during last 5 years as on Bid due date <ul> <li>1-2 Projects – 05 Marks</li> <li>3 or more Projects – 10 Marks</li> </ul> </li> <li>Supporting evidence for handling Inputs through Omni channels including Purchase Orders / work orders &amp; Satisfactory performance Completion certificate should be submitted</li> </ul>	10
4	<ul> <li>Total No. of Seats in Relevant Project Experience</li> <li>Experience in setting up and operationalizing for In-bound calls during last 5 years as on bid due date.</li> <li>Marks shall be allotted as given below: <ul> <li>Equal to or more than 100 In-bound Seats, less than 150 Inbound Seats = 10 marks</li> </ul> </li> <li>For every additional 50 Inbound seats, additional 1 marks shall be provided up to maximum 5 additional marks.</li> </ul>	15

<ul> <li>5 Experience in setting up and operationalizing of BPO with Outbound Calls facility and other related work such as non-voice process, tech support data entry work etc. in last 5 years as on bid due date.</li> <li>Marks shall be allotted as given below: <ul> <li>Equal to or more than 100 Seats, but less than 150 Seats = 10 marks</li> </ul> </li> <li>For every additional 50 seats with Outbound Calls facility beyond 150 seats, additional 1 mark shall be provided up to maximum 5 additional marks.</li> </ul>	
<ul> <li>Software application Proposed : Quality of software application and algorithms with relevant features</li> <li>Call center design and operationalization Procedure: Innovative features specified for Effective and efficient call center</li> </ul>	- 20
<ul> <li>Proposed Security model, Data Safety with authorizations and authentications <ul> <li>a) Redundancy &amp; Data Security plan</li> <li>b) Performance Auditing &amp; reporting model</li> <li>c) System Level, Application Level &amp; Database Level Security</li> <li>d) User Level Security</li> <li>e) Transaction Level Security</li> </ul> </li> </ul>	10
8 Technical presentation	
<ul> <li>Understanding the overall management of services:         <ol> <li>Bidders vision for call center solution and project plan for the proposed project along with system design and detailed specifications together with a project tracker showing anticipated time schedule with milestones</li> <li>Approach &amp; Methodology of Operations &amp; Maintenance of al services</li> <li>Proposed work Plan based on Innovative services, Integration and Interoperability of the system with external and internac components/ systems</li> </ol> </li> </ul>	05 1
Grand Total	100

# **Technical Presentation**

The bidder/ agency may be asked to make a brief presentation (around 20 minutes) of their credentials and the proposed methodology/ approach, before the Evaluation Committee. The date, time & venue of the presentation will be intimated separately.

**6.3** The Minimum technical score to qualify for Financial Proposal evaluation (ST) is 60 marks out of total 100 marks. Evaluation Committee may, at its discretion, call for additional information from the bidder(s) through email/fax/telephone/meeting or any other mode of communication. Such information has to be supplied within the set out time frame as provided by Evaluation Committee, otherwise Evaluation Committee shall make its own reasonable assumptions at the total risk and cost of the bidders and the proposal is liable to be rejected. Seeking clarifications cannot be treated as acceptance of the proposal. For verification of information submitted by the bidders, the committee may visit bidder's offices at its own cost. The bidders shall provide all the necessary documents, samples and reference information as desired by the committee. The bidders shall also assist the committee in getting relevant information from the bidders' references.

# 6.4 Phase – 3: Financial Bid Evaluation:

- a) The Financial Bids of the bidders who qualify the technical bid evaluation will be opened on the prescribed date in the presence of bidder representatives.
- b) If a firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.
- c) The bidder with lowest qualifying financial bid (L1) will be awarded 100% score (amongst the bidders which did not get disqualified on the basis of point b above). Financial Scores for other than L1 bidders will be evaluated using the following formula: Financial Score of a Bidder (SF) = {(Lowest Total Financial Bid Quoted /Total Financial Bid Quoted by the Bidder) X 100} % (Adjusted to two decimal places)
- d) Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- e) The bid price will be exclusive of all taxes and levies and shall be in Indian Rupees.
- f) Any conditional bid would be rejected.
- g) Errors & Rectification: Arithmetical errors will be rectified on the following basis:

"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". If the bidder does not accept the correction of errors, its Bid shall be rejected and the EMD will be forfeited.

- 6.5 Combined and Final Evaluation
  - a) The technical and financial scores secured by each bidder will be added using weightage as mentioned in the RFP as per QCBS method to compute a Composite Bid Score.
  - b) The bidder securing the highest Composite Bid Score will be adjudicated as the most responsive Bidder for award of the Project. The overall score will be calculated as follows:

Where S = overall score of bidder.

- ST = Technical score of the bidder (out of maximum of 100 marks)
- SF = Normalized financial score of the bidder
- c) In the two or more bidders exhibit the same composite bid score, DOCA may:
  - i. Declare the bidder securing the highest technical score as the preferred bidder for award of the Project.
  - ii. Take any such measure as may be deemed fit at its sole discretion, including annulment of the bidding process.

# 6.6 Award Criteria

DOCA will award the Contract to the successful bidder whose proposal has been determined to be responsive and has scored Highest Composite Score as per the process outlined above.

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

# 6.7 Implementation and Payment Schedules

The total time for full project implementation will be 90 days from the date of signing of the contract. In case your proposal is accepted and order is placed on you, the work as per scope of work mentioned in this RFP against the order should be completed within the period stipulated in the order. DoCA reserves the right to recover any loss sustained due to delayed delivery by the way of penalty. Failure to complete the work within stipulated period shall entitled DoCA for imposition of penalty without assigning any reason at 0.25 percent of the total value of the contract as penalty per day subject to a maximum of 10% unless extension is obtained in writing for the DoCA on valid ground before expiry of delivery period. DOCA expects the service provider to submit a clear road map for achieving the timelines. The ownership of customized software and the proposed solutions, its related intellectual property right (IPR) with reference to NCH Helpline will lie with DoCA only. In case DoCA wishes to change the service provider for the scope of work mentioned in this RFP at any time, the existing vender /agency shall handhold and support the new vendor to migrate the existing services and its database within a time bound manner.

#### 1.1. **Project Background**

- i. National Consumer Helpline (NCH) is set up by Department of Consumer Affairs (DoCA), Government of India for consumers to facilitate redressal of their products/services related grievances. The Project recognizes the need of consumers for a single window interface facilitating an Omni-channel redressal mechanism to deal with multitude of grievances arising in their day-to-day dealings with products and services offered by various manufacturers or service providers.
- ii. A consumer can call to seek information, advice or guidance for his queries and grievances. National Consumer Helpline supports consumers by guiding in finding solutions to problems related to Products & Services :-
  - Providing information related to Companies and Regulatory Authorities.
  - Redressal of grievances registered by consumers
  - Facilitating consumers in filing grievances against defaulting Service Providers
  - Empowering consumers to use available Consumer Grievances Redressal
  - Mechanisms for educating consumers about their Rights and Responsibilities.
- iii. Existing Input Channel for National Consumer Helpline are as below:
  - a. Inbound channels: Mobile phone, Landline phone, SMS, Mobile App, Web Portal, WhatsApp
  - b. Outbound channels: Mobile phone, Landline phone, SMS, Mobile App, Web Portal, WhatsApp
- iv. Any aggrieved consumer can register his / her grievance by either calling the toll free number **1915 or 1800-11-4000** or talk to an agent or register himself in the portal <u>https://consumerhelpline.gov.in/</u>, create a user id and password and lodge his grievance himself along with uploading of necessary documents, if any.
- v. Consumers also can send SMS on **8800001915** (24 Hrs.) or on 1915 via Whats app to get a call back from National Consumer Helpline during operational hours.

1.2. Objective

- i. The Department of Consumer Affairs (DoCA), Government of India is looking to transform the National Consumer Helpline and intends to put necessary channels to govern, monitor & improve complaints redressal w.r.t consumer complaints regarding goods & services used in daily life. The goods & services include all the daily consumables from FMCG, Eateries, Telecom, E-Commerce, Banking Services, Electronic products and various other products & services and industries.
- ii. The Primary objective is to set up and operationalize an advance call center for National Consumer Helpline (NCH) with quality people, robust system to hear/understand the consumer grievances across all service channels (Call, Web Portal, Mobile App, Whats App Chabot, SMS, Mail, Social Media etc.), detailed documentation to allow backed team to report the issue to the service provider and work to resolve the issue timely and keep the consumer and stakeholders (Govt. Bodies) informed at all stages on real time basis.
- iii. The DoCA invites bids from eligible Call Center operators to offer their Call Center services for operation of National Consumer Helpline (1800-11-4000/1915) of India.
- iv. The DoCA aims to have an efficient, effective, professional working system. NCH Service is based on a dynamic database and regularly updated knowledge base (through experts in research and extension system). Also DoCA aims to integrate new technology to increase Consumer awareness and create satisfied complaint resolving system by providing the support in all constitutional languages.
- v. The objectives of the NCH (Calling Center) would be:
  - a. To attend to the telephonic calls from consumers and provide information to the callers and register their complaints in the INGRAM portal;
  - b. To provide advice and counseling to consumers for redressal of their grievances;
  - c. To handle the complaints received online through the INGRAM portal, emails, SMS etc.
  - d. To assist/guide the Consumers in registering their complaints in the appropriate consumer commission.
  - e. 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;
  - f. To update the grievance handling software with the action taken on the complaints till their closure.
  - g. To furnish reports, as may be prescribed, on disposal of complaints to the Department of Consumer Affairs.
  - vi. The Call Center for NCH will be set up and run *initially for 3 years.*
  - vii. Requirement of seats is initially for **80 seats**, however, it may vary based on future requirements and introduction of technology/AI & IT tools.

- viii. The Call Center operation will function **directly under the control of the Department of Consumer Affairs (DoCA).**
- ix. DoCA has a separate and In-house National Consumer Helpline Backend Operations Team to cater to backend work related to consumer complaint redressal and for Non-Voice based operations.
- x. Successful bidder is responsible for network and integration with the National Consumer Helpline Backend Operations Team working under the Bureau of Indian Standards (BIS) New Delhi using a common platform/Software (INGRAM).
- xi. The Service Provider/Call Center Agency will provide services in all constitutional languages as included in the 8<sup>th</sup> Schedule of the Constitution of India on all working days from 8:00 AM to 8:00 PM. The Call center will also facilitate consumers to register their complaints online after office hours and on holidays by offering an automated interface via other channels like WhatsApp, web portal.
- xii. The scope includes handling all types of inbound queries, complaints, requests, outbound calling, and response through phone/message/web/email/Whats app. The agency shall provide its Dialer, IVRS and ACD systems at their own locations. These agencies will be required to set up call center at their premises. Volume estimation from type of non-voice query/complaints may be assessed by the agency based on their industry experience.
- xiii. CRM software for complaint registration and Toll Free Number for call center operation will be provided by DoCA.

#### 1.3. Detailed Scope of Work

#### 1.3.1. CALL CENTER SET UP AND INFRASTRUCRTURE

- i. A centralized call center for National Consumer Helpline (NCH) 1915 is to be setup and operationalized by the Service Provider. All Toll Free Number/Short Code Number and other Input Channels will be used by the service provider in the name of DoCA and shall be handed over to DoCA after the contract period. No rights shall vest with the service provider in respect of the use of the number after the expiry of the contract term.
- ii. The 4 digit Universal Access Number is toll free for the consumers. Payment to telecom service providers for calls (All inbound and outbound calls) shall be the responsibility of call center service provider.

- iii. Service provider have to procure necessary PRI lines for rooting of calls from TSPs (Telecom Service Provider) for calls landed at short code 1915. Service provide will be responsible for payment of telecom charges and bill for usages of toll free number and PRI lines. Necessary call routing from Short Code Number "1915" to toll free number, PRI lines & call center server will be responsibility of Service Provider. Service Provider is responsible for necessary coordination with Telecom Service Providers and other stake holders for this work.
- iv. The service provider will be responsible for providing all necessary infrastructure for Inbound and Outbound Call Center Services viz. Premises, Dialer, Desktop Computers for deployed manpower/Call Center Agents (CCA), Laptops for Support Staff, IVR Solution required for Inbound Call Center Operations, Call Center Agent Console, High Speed Internet Lease Line dedicated for NCH operation, switches, Media Gateway, and Database server, LAN, Head set, SMS server, Other necessary hardware and necessary office furniture required for call center operation.
- v. CRM software for complaint registration and Toll Free Number for call center operation will be provided by DoCA. Service provider is responsible for interaction and resolution of day-to-day issues related to breakdowns, billing, disconnections, and disruption etc. with the Telecom service provider and other vendors of the service provider.
- vi. All voice calls need to be recorded and stored by the agency and later on passed on to the Department at the end of the contract period.
- vii. The service provider should provide the proposed call center service for 1915 helpline project in a **centralized call center set up/premises** situated in Delhi- NCR region only. DoCA has rights to review the locality and other factor of provided premises and may ask to change and upgrade the premises. Service provide is responsible to change and upgrade the same as per the requirement of DoCA.
- viii. The Service Provider should provide region/language-wise CCAs and Level-2 teams at the centralized Call Center. Service Provider is responsible to provide adequate manpower for specific region/languages as per requirement of DoCA.
- **ix.** The Service Provider shall depute a project/process Manager who will be the nodal point of contact in all matters. Profile of Call Center Project Manager will be submitted by the service provider to DOCA. DOCA may scrutinize the profile and review the performance of the

resources, from time to time, in order to ensure that the representative deputed is suitable for their assigned role. In case, DOCA is not satisfied, the said resource shall be replaced by the Service Provider at earliest without any reference to DOCA.

- x. Manpower attrition at the call center should not be more than 5% of overall manpower per month. If the attrition rate exceeds 5% for more than two (2) consecutive months then a penalty of 0.5% will be imposed to Service Provider and will be deducted from the total invoice value starting from the second month onwards.
- xi. Biometric attendance for all manpower should be shared with DOCA as softcopy and hardcopy (both) to reconcile the manpower attendance along with CRM login details of CCAs.
  - i. Facility to listen call handling live for monitoring purpose to be provided for selected officers by the agency.
  - ii. The security of the entire Call Center Infrastructure (i.e. equipment, buildings and manpower etc.), will be the responsibility of Service Provider; DOCA will not be responsible for any damage or loss to the same. Service Provider shall have **adequate insurance** cover for its personal and property to cover possible damages/loss.
  - iii. All the personnel/equipment deployed by the service provider for providing the services shall conform to the statuary requirements. The Bidder shall be responsible to comply with all the Acts/Rules of Government of India, the state Governments and Rules Regulations framed by any other Local/Regulatory bodies The Successful bidder shall ensure that statutory dues such as EPF, ESI etc. shall be deposited with the concerned authorities in the assigned time and submit the proof of deposition with the invoice of the next year. Further service provider will be solely responsible to fulfill all the minimum wages and labour law and other statutory compliances.
  - iv. Service provider has to deploy at least 1 team leader per 20 CCAs for floor management and handholding to the CCAs.
  - v. Service Provider should create a training SoP along with a dynamic knowledge portal regularly vetted by DoCA and provide a dedicated Training Manager for process related training and job knowledge to all type of team engaged in process. Deployed trainer also needs to prepare and constantly update training documents and schedule training programmes and refresher programmes in coordination with DoCA officials.
  - vi. Service Provider should provide a dedicated Call Quality Analyst/Manager and two Call Quality Lead/Executive for call audits and other quality check related activities.

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- vii. DOCA may review and take final round of interview of all the manpower engaged in 1915 Helpline project like CCA, Level-2, project Manager, Manager- Training and Quality Analyst and team and other resources. DOCA have rights to reject or accept any profile of any manpower resource.
- viii. DOCA will review performance of entire manpower engage in1915 helpline project and if performance of any deployed resource is not satisfactory, in that case Service Provider has to provide suitable replacement within 15 days of any written communication from DOCA in this regard.
- ix. DOCA receive certain emails from consumers and some internal escalations on a specific nodal email id. Service Provider is responsible to provide email management software solution for email received on mail ids nominated by DOCA and necessary manpower to ensure time bound response to the sender of the email and docket generation, docket tracking and resolution for issuer received through email by doing necessary coordination with concern stakeholders. A suitable SOP need to be included in process manual for the activity. Dashboard and MIS need to be maintained & shared for this activity.

#### **1.4 OPERATONAL REQUIREMENT**

#### Process Manual for Call Center Operation

- i. The Service Provider shall work closely with DOCA in developing the "Process Manual". The Process Manual will be the master document for the complete call center operations and will include but not limited to - SOP (Standard Operating Process), Call Type list/list of call categories, Call Category wise Call/work flow and SOP, Escalation procedures with complete escalation matrix, report formats, reporting mechanism, and SLA matrix etc.
- ii. The Process Manual should be submitted for approval to DOCA within **30 days of award of work**.
- iii. User Acceptance Test (UAT) will be conducted by DOCA upon receipt of written confirmation regarding the call center set-up readiness from the service provider. Post successful UAT the call center can be considered commenced.
- iv. The Process Manual will be reviewed by DoCA on a regular basis and maybe modified as per the requirement of DOCA. The service provider is responsible to restructure the call center operations as per the revised Process Manual with no additional cost to DOCA.
- v. Service Provider should prepare a training docket for training of entire manpower including support staff and training docket should cover detailed description about process, Industry type wise and Consumer Product/Service Category wise calls/consumer grievances. Complete training docket should be submitted to DoCA with process manual.
- vi. Successful bidder is responsible for daily coordination with DoCA's In-house National Consumer Helpline Backend Operations Team for timely closure of complaint registered through call center team and forwarded to NCH Backend team for further redressal, a daily tracking report need to be reviewed and shared with DoCA.
- vii. Outbound call need to be made to collect more detail from caller, take follow ups with concern stake holders.
- viii. Call Center service shall be operational on 365 days basis and it should be operated in 2 working shifts with minimum uptime of 99% per month.
- ix. The information could be received through telephones, both landline and mobile, Messenger, WhatsApp and email. To this end, the cell center/help desk employee will need to resolve the query of the caller and also record the query/call complaint/suggestion in CRM.

- x. Each call would carry a unique Call Id including the name, address and contact phone numbers of the query raise. Since the phone calls cold emanate from any part of the country, the call center would appoint agents (per seat), proficient I multiple Indian languages, including English, to take the calls in any language.
- xi. Indian/Regional Language: All 22 scheduled languages, recognized as official language under 8<sup>th</sup> Schedule. DOCA expects of all the phone calls received at any point of time. In pursuance of this, the agency would periodically review and report on the number of dropped calls and advise DOCA if the seats to take up the calls are to be increased.
- xii. Primarily offer support in English, Hindi and offer multiple Indian languages over a period-as the need arises to serve customers from different parts of the country. All Indian/Regional Languages, All 22 scheduled languages, reorganized as official language under 8<sup>th</sup> schedule should be covered and deployed manpower need to be hired accordingly.
- xiii. The deployment could be for prime shift, non- prime shift or on 24x7 basis. The requirement of CCA/Call Center Seat could be periodically reviewed for enhancement. The cell center services may be needed 365 days a year including National holidays.
- xiv. The Service Provider is responsible to develop an eco-system for end to end resolution of consumer complaints and queries as forwarding of complaints to concern stake holders, coordination with NCH Backend Team, necessary follow ups etc.
- xv. Necessary IT solution for feedback from the complainant/caller on the service provided by NCH and the feedback received from the users shall be compiled and analyzed by the Service provider and submit to DoCA in form of report/MIS on a monthly basis.
- xvi. Create proper infrastructure for effective working of the services on 24 hours by 7 days operations.
- xvii. Usage of industry standard call-center solution for lodging the calls/auto response/follow-up as agreed upon by the service provider and DoCA.
- xviii. Provision for alternate routing to take care of last mile problems like cable cutting etc. with one service provider.
- xix. Service Provider is responsible to take necessary quality certificate like ISO 9001-2000 or similar upon requirement received from DoCA, without any additional cost to DoCA.

#### **1.5 Other Operational Requirements**

i. Call Center service shall be operational on 24x7x365 basis (8 AM to 8 PM) and it should be operated in 3 working shifts with minimum uptime of 99.5% per month.

- ii. The input communication channels is not limited to calls originating from Landline/Mobile Phone but also includes calls from WhatsApp, Mobile application (after integration with Omni channels).
- iii. Outbound Dialer Software will be used for making outbound calls from the agents to return disconnected, missed calls, calls in case of SMS,
   Email, WhatsApp or other input sources. Automatic call back function and triggering an SMS based response option to the consumers should be ensured at the end of service provider wrt missed calls received on the system.
- iv. To ensure that every call received on the UAN "1915" is answered within 15 seconds, the occupancy of the CCAs as well as Telephone/ PRI lines should not exceed 90% during the busiest hour of the day. The service provider should make sufficient provisions accordingly.
- v. If the occupancy of all the CCAs or utilization of Telephone/ PRI Lines reaches 90% or above on an hourly basis for fifteen or more consecutive days, and not due to any Force Majeure or abnormal conditions, the service provider shall seek DOCA's approval to increase the number of FTE to avoid any call queuing/ make provisions accordingly.
- vi. The service provider should **store the recordings** for all In-bound and Out-bound calls for at least **180 days or till settlement of bill** for the respective period, whichever is later.
- vii. The Service Provider is responsible for providing sms-based (mobile/WhatsApp) closure confirmation to callers for all the complaints registered with consumer helpline 1915. All SMS gateway related charges, cost etc. shall be borne by the service provider. The SMS should mandatorily contain a link for providing feedback from the consumers on the service.
- viii. The feedback received from the users shall be compiled and analyzed by the Service provider and submit to DOCA in form of report/MIS on a monthly basis.

#### 1.6 TECHNOLOGY REQUIREMENT

- i. The ACD (Automatic Call Distributor) deployed by the Service Provider should have the functionalities such as identifying or determining the region from which the call is originating and greeting the caller in English/Hindi/ other regional languages, Intelligent and skill-based call routing.
- ii. The ACD and the Outbound Dialer should be linked with CRM and all Inbound & Outbound calls should be logged and recorded in CRM with reference of raised ticket number.
- iii. Ticket should be auto-raised for all calls landing at call center, including other input communication channels like email, SMS, App based communication, WhatsApp Chat bot etc. All Inbound and Outbound calls should be recorded with the reference of Ticket number.
- iv. The Computer Telephony Integration (CTI) functionality shall support relevant screen pop-ups on the Call Center Operators screen basis of Caller Line Identity (CLI). The CTI shall be suitably integrated with the software and other applications used by the Call Center Operator to send /receive data which need to be populated on operator screen. The CTI shall enable a computer application to take control of the call flow inside the Switch/EPABX and also allow the computer application to decide the most suitable action/operator for incoming calls.
- v. All CCA desktop system should be integrated with CRM, GPS software, Google Map, Dialer, auto call recording and auto generation of ticket for all landed calls. All Outbound calls, Call conferences should be touch enabled and system based with lesser manual activity. All equipment should be as per the call center/ IT industry standard.
- vi. Service Provider is responsible to make necessary arrangements to access APIs, Web links in the desktop of CCA, Level-2 and its back-end team.
- vii. The Service Provider is responsible for maintenance, up gradation and handling of downtime of CRM software and its server.
- viii. Location of all used servers like Database server and other IT application server should be in India only.
- ix. It is the responsibility of the Service Provider to integrate/sync the existing CRM with any other CRM, API and Call Center of stake holders nominated by DOCA without any further cost and conditions.
- **x.** The Service Provider is responsible to deploy necessary software to identify and verify incident location especially through Cell Id location of the caller or other details received from the caller, and GPS/GSM based call positioning software/portal.

- xi. Calls landing at CCA's desk should be audible along with visual alerts. Caller related information such as location with address field, caller's number etc. should be displayed on the desktop screen. Location of caller should reflect on map section of the CRM
- xii. The Service Provider must offer application for rapid notification and mass broadcast, Complaint closure confirmation through SMS, e-mail, Voice channels or WhatsApp Chat bot as per requirement of DOCA.
- xiii. The Service Provider must offer web based application for sharing data (images, video) and location by caller to call center agents. Location tracking will be used for tracking caller location to very high accuracy by call takers to locate callers.
- **xiv.** Complete technical architecture, call center set up and deployed manpower for this project should not be shared with other business processes and operations of service provider. It should be dedicated for DOCA's helpline call center operation.
- **xv.** The Service Provider must offer necessary functionality in CRM/ ACD for doing call backs for all calls which get abandoned.
- xvi. The Service Provider is responsible to deploy a GSM (Global System for Mobile Communications) Gateway as alternate option in case PRI Line service is disturbed or down.
- xvii. IP phone to be deployed with High speed internet connection at Desktop of outbound team.
- xviii. The brief description of indicative technology required for the deployment of Call Center is also provided. However this is only indicative in nature.
- xix. Any functionality not expressly stated in this bidding document but required to meet the needs of the organization to ensure successful operations of the system shall essentially be under the scope of the Service Provider and for that no extra charges shall be admissible.

#### **1.7 OTHER TECHNICAL REQUIREMENTS**

- i. Service Provider/Call Center Agency should provide Dialer for Call Center operation.
- ii. The ACD (Automatic Call Distributor) deployed by the Service Provider should have the functionalities such as identifying or determining the region from which the call is originating and greeting the caller in English/Hindi/ other regional languages, AI based/ skill based call routing.
- iii. The ACD and the Outbound Dialer should be linked with CRM and all Inbound & Outbound calls should be logged and recorded in CRM with reference of raised docket/docket/complaint number.
- iv. Docket should be auto-raised for all calls landing at Call Center, including other input communication channels like email, SMS, App based communication, WhatsApp Chat bot etc. All Inbound and Outbound calls should be recorded with the reference of Docket/docket/complaint number.
- v. The service provider is responsible to provide complete Computer Telephony Integration (CTI).
- vi. The Computer Telephony Integration (CTI) functionality shall support relevant screen popups on the Call Center Operators screen basis of Caller Line Identity (CLI). The CTI shall be suitably integrated with the software and other applications used by the Call Center Operator to send/receive data which needs to be populated on operator screen. The CTI shall enable a computer application to take control of the call flow inside the Switch/EPABX and also allow the computer application to decide the most suitable action/operator for incoming calls.
- vii. All CCA desktop system should be integrated with CRM, Dialer, auto call recording and auto generation of docket for all landed calls. All Outbound calls, Call conferences should be touch enabled and system based with lesser manual activity. All equipment should be as per the call center /IT industry standard.
- viii. Service Provider is responsible to make necessary arrangements to access APIs, Web links related to the DoCA's National Consumer Helpline operation in the desktop of CCA.
- ix. Integration of National Consumer Helpline Backend Team and Call Center Operation.
- x. Location of all used servers like Database server and other IT application server should be in India only.

- xi. The Service Provider must offer necessary functionality in dialer and ACD for doing call backs for all calls which get abandoned.
- xii. Necessary API integrations as per requirement of DoCA.
- xiii. Voice Logger System: The Service Provider shall design, develop and implement an Voice Logger system with following functionalities:
  - a. The Voice Logger system should allow recording of all the calls. Supervisor can control the logging of calls.
  - b. The recordings shall contain detailed call information such as date, time, call duration, agent (seat) ID, caller number, customer ID, identifier and the solution shall provide advanced searching capabilities.
  - c. The calls shall be stored for 30 days and shall be archived thereafter for a period of 6 months.
  - d. A sample of these calls may be graded by the call quality audit team form user department/DOCA against pre-decided parameters.
  - e. The call manager/supervisor will have a provision to barge-in/monitor an existing call between the agent (eats) and the caller(s).
- xiv. Email Response System: The Service Provider shall design and implement an email response system with following functionalities:
  - a. Email routing with content analysis an automated and semi-automated respond and classification of email query.
  - b. Intelligently and automatically respond to email inquiries or rout e inquires with skills-based routing discipline to agents (every seat).
  - c. Intelligent distribution of email to agents (seats).
  - d. Enterprise-class spam filtering technology shall be provided by the system.
  - e. Auto acknowledgement of all queries received.
  - f. Automatic re-queuing of unanswered emails.
  - g. Archival of consumer email and agent (seat) response in customer contact history in CRM.
  - h. Designate mailboxes to be assigned to workgroups and queue emails to agents (every seat) using ACD processing.
  - i. E mail alert already integrated in the CRM.
  - j. Using the same interface, agents (seats) shall accept the emails sent to a workgroup
- xv. **Customized SMS Services & Integration with WhatsApp -** Application support center will be expected to follow-up calls with customized SMS/ WhatsApp alerts/messages based on call interaction. The follow-up actions would include:
  - a. The gateway should be able to provide automatic notification and message delivery status.
  - b. The Agency to provide SMS/ WhatsApp setup integrating with CRM using its own SMS gateway.
  - c. The Agency is also required to develop and deploy SMS based applications.

- d. The Agency is required to develop an application, which will allow any user to register for the various alert services, by sending SMS/ WhatsApp messages.
- e. SMS should provide response for requested information like status of the issue, resolved/not resolved etc. Also add in INGRAM.
- f. SMS/ WhatsApp alerts depending on the current status of the caller.
- xvi. The Call Center Agency/Service Provider should be able to make provision for receiving calls from international locations, where required. Being a Global language, English can be considered for International calls.

#### 1.8 IVRS Development

- i. Development of IVRS as per the requirement of DoCA. The IVRS solutions shall be designed to be scalable and should be open standards.
- ii. The IVRS menu will be played in Hindi/English in the initial phase and may offer the services in Regional Languages at a later date as decided by NCH/DoCA.
- iii. The IVRS should be designed to block trace and block malicious calls.
- iv. IVRS tree management: Based on the analysis of the various categories of queries received during to month, the Service Provider will suggest changes and customization from NICSI.
- v. The IVRS shall provide an easy to use and configurable system that enables changing the IVRS tree with no hard coding.
- vi. The IVRS shall have a GUI based tool to develop call trees, configure caller types and configure messages by time of day, day of week; etc. GUI tool should be able to simulate calls developed without the any phone lines using soft phones.
- vii. The IVRS shall interact with the callers in duplex mode through recorded voice in Hindi/English/Other Regional Languages. It should also support all regional languages at a later date as decided by DOCA.
- viii. Indian/Regional Languages: All 22 scheduled languages, recognized as official language under 8th schedule.
- ix. The IVRS shall support text-to-speech capability for languages English/Hindi/other regional language. It should also support all regional languages at a later date as decided by DOCA. The IVRS shall be able to retrieve information databases, convert it to voice and play it back to the caller in relevant/desired language.
- x. Dual tone, multi-frequency support: IVRS shall answer enquiries by prompting callers to input data onto the touch-tone keypad look up the records in a database and speak back information in Hindi/English/other language.
- xi. The IVR script will have to be approved by the DoCA and the quality voice recording in various language from time to time will be the responsibility of the agency.
- xii. It should also support all regional languages at a later date as decided by DOCA.
- xiii. It shall also be able to ask the caller for information, accept the answers as they are entered on the keypad and store the information in a database.
- xiv. Auto Speech Recognition can be envisaged for Hindi/English and all other regional languages to enhance caller satisfaction.

- xv. There shall be option available to the caller to opt for talking to agent by pressing pre-defined digit any time during IVRS announcements.
- xvi. The IVRS shall retrieve agent availability from ACD and announce expected caller's queue waiting time when he/she has requested for agent (per seat) and is waiting to be attended by one.
- xvii. The IVRS shall be capable to capture usage details of each caller as the caller traverses through a call. The IVRS solution shall have an interface through which usage details can be shared with other systems such as ACD/CTI to facilitate routing of calls on the basis of DNIS (Dialed Number Identification Service), ANI (Automatic number Identification) etc.
- xviii. IVRS shall maintain log of all services offered for auditing and analytics.
- xix. The IVRS shall integrate with the rest of the proposed solution to provide seamless Support Center performance.
- xx. IVRS shall be on IP/SIP based on open VXML standards.
- xxi. Integration of IVRS and DoCA CRM should be provided.

#### **1.9 BRIEF DESCRIPTION OF INDICATIVE TECHNOLOGY REQUIRED BUT NOT LIMITED TO FOLLOWING:**

S. No.	IT Requirement	Description
1	IVR Solution	Customized IVR solution as per the requirement of DoCA, announce call connect time, flow as per call type. Refer Clause 6.3.3
2	Dialer	Dialer for Incoming & Outgoing calls, ACD, CTI, and Auto follow up calls, Recordings and other industry based in segment features to run a call center process.
3	PRI/SIP Lines	PRI/SIP line for call routing from toll free number.
4	Servers	Different servers as per the requirement like Database/Application/Reporting server. Server should be based on HA (High Availability Model).
5	Media Switch	Media Switch
6	Integration of CRM & Dialer	Service provider to do the in integration with DoCA CRM with its Dialer, IVRS & other applications.
7	Multimedia System (Email, Chat, SMS)	Service provider to provide Email, Chat & SMS functionality to communication to the callers.

8	Other infrastructure	The service provider will be responsible for providing all infrastructure for Call Center Services viz. Premises, Agent Software Licenses, Supervisor Licenses, PRI lines for Inbound and Outbound calls, Internet connection, switches, Media Gateway and other software at the Call Center location, LAN, PCs, SMS server, WhatsApp Chat bot facility, other hardware / software along with necessary license, Voice data storage facility.
9	Workstations	Agent Desktop (meet DoCA CRM requirements) Desktop basic Requirements: CPU: i3 Processor & Above, RAM: 4GB RAM, HDD/SSD: 250GB, Monitor: 18 inches & Above, USB Port for Headset Connectivity, External USB Blockage on 100% systems used for DoCA Call Center.
10	Headphone	Good quality USB headphone, Noise cancellation, Good sound quality

#### **1.10DIGITAL COMPLAINT DASHBOARD:**

- i. Service Provider shall provide a Complaint Management Dashboard software which should enable to forwarding, tracking and handling of complaints pertaining to different stake holders.
- ii. Complaint Management Software should have functionality to assign and track complaints
   Pertaining to different stake holders like Programme member banks, PIU, RO etc. and functionality to prepare necessary MIS & Dashboards
   to give a 360 degree view of complaints.
- iii. Complaint Management Software should have multiple level of user ids for all the stake holders and call center operation team.
- iv. Complaint Management Software should be linked and integrated with CRM used for call center operation. Complaints raised in CRM should auto updated in this software.

#### 1.11 REPORTING OBLIGATIONS: MIS and REPORTS

i. Service Provider shall make available a web based and secured access to concern officers of DOCA / Supervision Consultant to fetch MIS reports on daily, weekly, monthly basis.

iii. The reports should highlight stretches where higher numbers of critical incidents are reported. Analytical reports indicating region wise / State wise volume of calls / nature of calls, Nature of incidents, etc. should also be made available.

iv. DOCA or its consultant can ask for more MIS/reports as per their requirement and service provider need to provide it.

v. The Call center CRM / MIS system shall have capability to capture all call log details and provide at least following detailed reports.

- a) Inbound CRD
- b) Outbound CDR
- c) Docket Report
- d) Agent Productivity Reporting

e) Call Audit Report

f) Hourly Report

- g) Call Summary Report
- h) Docket Summary Report
- i) Analytical Reports
- j) Call/Complaint category wise report
- k) First Time Resolution
- I) Auto generated reports Dialer based/ CRM based

Daily/Weekly/Monthly reports need to be prepared and flashed as per our requirement to ensure a 360 degree review of overall operation of project.

- vi. The IVRS system shall be able to generate various reports based on data generated during its operation including but not limited to:
  - a) Number of calls taken by the system daily, weekly, fortnightly, monthly, quarterly, half yearly, annually
  - b) Summary of calls by query, service, time period
  - c) Average time spent by callers in IVR tree before being transferred to agent (seat)
  - d) Call handling time on IVRS for various queries, services
  - e) % of calls abandoned in the IVR.
  - f) % of calls disconnected along with reason
  - g) Call tree level wise abandoned %
  - h) Peak call volumes by time intervals, date, etc.
- v. The Support Center solution shall provide for extensive reporting capabilities. The user interface for reporting tools shall be online and GUI based.
- vi. The system shall generate various statistical reports (hourly, daily, weekly, monthly), based on call completion of agent (very seat) position/ groups.
- vii. The Service Provider shall provide advanced analytics and dashboards in electronic format, which is end-user specific, periodic (daily, weekly monthly, quarterly) and multi-level (serves various- levels o DOCA).
- viii. An indicative list of reports needed to be supported includes:
  - a) Root cause analyses of most frequent (e.g. Top 10) queries/complaints
  - b) Analysis of complaints/grievances with longest turnaround time
  - c) Call volume projections Reports to provide evidence of SLAs
  - d) Average time taken to answer the call for calls serviced through Agents, IVRS.

- e) Average time in queue for each type of service.
- f) Maximum time in queue for each type of service.
- g) Average holding time of agents' position.
- h) Number of calls abandoned.
- i) Number of calls answered.
- j) Efficiency of each agent (seat)/agent group etc.
- k) Total number of calls landed in the system, offered to the agents (every seat), answered by the agents within norms, abandoned by the caller, for a given user defined period.
- I) Average and total number of calls in a queue.
- m) Average and total number of unanswered calls.
- n) Agent (every seat) Activity Reports, both real- time and historical.
- o) Average and total number of free agents (seats).
- p) Average and total call duration for different agents (seats)/ groups.
- q) Average and total queuing time.

This is a tentative list.

- ix. System shall support call-by-call reporting.
- x. The reporting tool shall include a designer module that allows designing of new reports as well as for customizing existing reports.
- xii. Historical reports shall be available for agents (every seat), skills, trunk groups etc. on daily, weekly, monthly and yearly basis.

#### 1.12 Confidentiality of Information

The Service Provider shall keep all information collected from an accident victim/ user/ volunteers/ paramedics/ Police staff during the course of providing any service under this Agreement completely confidential. No information, in whole or in part, recorded under this Agreement can be shared by the service provider, a sub-contractor or an employee or any person who is not directly concerned with providing services to an accident victim/User under this Agreement. It is hereby clarified that the service provider shall not be permitted to keep any duplicate copies in print, electronic or any other form of the information collected and recorded after the expiry of the Term. At the end of the Term, the Service Provider shall ensure that all information that is collected and recorded including any duplicate copies made of such information

under this Agreement is handed/ transferred to DOCA in accordance with the terms and conditions of this Agreement.

#### 1.13 SCHEDULE FOR START OF CALL CENTER SERVICES BY THE SERVICE PROVIDER

- i. The Call Center should be operational within 60 calendar days from the date of signing of contract. The Service Provider shall give a written confirmation to DoCA upon start of service.
- ii. If the Service Provider is not able to meet the timelines for the deliverables as enumerated above, DOCA may impose Liquidated Damages/ Penalty @ Rs.1 (One) lakh per week of delay or part thereof subject to a cap of 5 lakh, unless the delay is due to reasons beyond his control in case of a delay of more than six weeks. DOCA may consider termination of contract and /or forfeit the performance security or both.

#### 1.14 Specific Requirements:

i. If the Call Center service are proposed to be provided from any existing Call Center setup of the service provider, then a distinctly separate unit/ enclosure for DOCA Call Center operations should be ensured. Separate team including management staff should be deployed.

ii. Further, the proposed Call Center shall have capability to logically partition the switching system to avoid interference with other set of users.

#### 1.15 CALL CENTER MANPOWER

i. The service provider will be responsible for providing all manpower for the call center services viz. Call Center Agents (CCA's), Team Leaders, Project Manager, Trainer, Quality assurance team, , Other Management and support staff and any other required skilled manpower for operations and maintenance of the call center as per requirement of DoCA's National Consumer Helpline. The minimum qualification required for manpower deployed by the Service Provider is mentioned at

- ii. Call Center operation should cover All 22 scheduled languages, recognized as official language under 8th Schedule. In addition to regional languages specific to CCAs, all Call Center Agents should have proficiency in both Hindi and English.
- iii. Service provider has to deploy at least 1 Team Leader per 20 CCAs for floor management and handholding to the CCAs.
- iv. The Service provider shall depute a dedicated Project/Process Manager who will be the nodal point of contact in all matters. Profile of Call Center Project Manager will be submitted by the service provider to DoCA. DoCA may scrutinize the profile and review the performance of the resources, from time to time, in order to ensure that the representative deputed is suitable for their assigned role. In case, DoCA is not satisfied, the said resource shall be replaced by the Service Provider at earliest without any reference to DoCA.
- v. Project Manager deployed by successful bidder should closely work with NCH Backend Operation Team for effective and timely resolution of complaint registered by call center team and forwarded to backend team for further redressal.
- vi. Service Provider should provide a dedicated Training Manager for process related training and job knowledge to all type of team engaged in process. Deployed trainer also needs to prepare training document and schedule of training programme and refresher programme.
- vii. Service Provider should provide dedicated two Call Quality Analyst for call audits and other quality check related activities.
- viii. DoCA may review and If required may take final round of interview of all the manpower engaged in NCH project like CCA, Project Manager, Team Leaders, Manager Training and Quality Analyst and other resources. DOCA have rights to reject or accept any profile of any manpower resource.
- ix. DOCA will review performance of entire manpower engaged in National Consumer Helpline project and if found performance of any deployed resource is not satisfactory, in that case Service Provider has to provide suitable replacement within 20 days of any communication from DOCA in this regard.
- x. All the manpower engaged in NCH project should have Digital Signature Certificate on the cost of call center agency/Service Provider.
- xi. Posting of Call Center Agents CCA (at every seat) with domain background and proficiency in most of the Indian language including English and they should have adequate knowledge on call operation.
- xii. The number of CCA (seats), equipment & infrastructure requirement will depend upon the traffic (number if queries/calls handled by the call center) at the time of deployment with provision to expand to handle traffic from anticipated expansion to meet SLA, defined in subsequent section and as amended by the user.
- xiii. Provision for subject specialists/key segment/industry manager at call center if desired by the DoCA.

- xiv. Service provider should arrange training to the Call Center supervisors on the subject related to which the agents (seats) will be required to address public queries that are received at the call center. The supervisors will then impart this training to the call center agents (seats) actually deployed to work.
- xv. Manpower attrition at the call center should not be more than 11% of overall manpower per month. If the attrition rate exceeds for more than two (2) consecutive months then a penalty of 0.5% will be imposed to Service provider and will be deducted from the total invoice value starting from the second month onwards.
- xvi. The Successful bidder shall ensure that statutory dues such as EPF, ESI etc. shall be deposited with the concerned authorities in the assigned time and submit the relevant proof with the invoice of the next month. Further service provider will be solely responsible to fulfill all the minimum wages and labour law and other statutory compliances.

S. No.	Manpower Type	Required Count	Qualification & Experience Required			
			Qualification – Graduation (Any stream) or 10+2 with 2 years' experience in any Inbound Call Center Process. Minimum Age – 20 Years Training & Certification After hiring – Process Training (7 Days) + 7 Days budding period.			
1	Call Center Agent (CCA)		<ul> <li>Experience - Candidate with prior experience should be preferred.</li> <li>Process training by professional &amp; certified trainer with relevant prior experience.</li> <li>The Call Center Agents (CCA<sup>s</sup>) shall have proficiency in dialects and communication skills so that they are able to communicate with and understand the caller.</li> </ul>			
			Fluency in regional language for which specific region he/she is hired.			
2	Team Leaders 1:20		Qualification – Graduation (Any stream) Minimum Age – 22 Years Training & Certification After hiring – Process Training (15 Days) Experience - Minimum 3 Years of work experience as team leader in any Inbound Call Center Process/BPO/			

1.16 Minimum Required Qualification and Experience for deployed manpower is as below:

			Fluency in regional language for which specific region he/she is hired.
3	Assistant Managers	1:50	Qualification – Graduation (Any stream) Minimum Age – 25 Years Training & Certification After hiring– Process Training (15 Days) Experience - Minimum 4 Years of work experience as Assistant Manager/Team Leader in any Inbound Call Center/BPO.
4	Project Manager	1	Qualification – MBA Minimum Age – 28 Years Training & Certification After hiring – Process Training (7 Days) Experience - Minimum 5 Years of work experience as Manager in any Inbound Call Center/BPO

			Qualification – Graduation (Any stream)			
		1	Minimum Age – 25 Years			
5	Super Visor/Process Trainer		Training & Certification After hiring – Process Training (7 Days)			
			Experience - Minimum 3 Years of work experience as Trainer in any Inbound Call Center/BPO.			
			Qualification – Graduation (Any stream)			
	Call Quality Analyst	2	Minimum Age – 23 Years			
6			Training & Certification After hiring – Process Training (7 Days) + 7 Days budding period).			
			Experience - Minimum 3 Years of work experience as Call Quality Analyst in any Inbound Call Center/BPO.			
7.	Technical Resources	2	At least BE/ B Tech/ MCA with minimum 3 years of experience in IT with at least 1 year of experience in relevant field in call center solution as per their profile			
			Should be below 40 years of age.			

## 1.17 Call Center Capacity\* and Pricing Structure

- i. The call center is envisaged with the initial capacity\* of 80 CCA (Call Center Agents) Seat basis, spread across the day for the services to be provided for 08:00 AM to 08:00 PM (7 Days a week and 365 days a year) across shifts decided by DoCA.
- ii. Call volumes and performance measures

Applicants should anticipate the provision of services to a minimum of :-

Yearly Expected daily call load (approx.)

Year	Expected daily call load (approx.)
1 <sup>st</sup> year	100 calls per day per seat
2 <sup>nd</sup> year	150 calls per day per seat
3 <sup>rd</sup> year	200 calls per day per seat

- iii. The price quoted by the bidder will be on a per CCA Seat basis for the above mentioned capacity.
- iv. The other manpower deployed at the Call Center (i.e. Team Leader, Process Manager, Trainer and other Support/Management staff etc.) along with complete Call Center IT & Infrastructure setup, Internet Leas line, work stations, Premises etc. as per Scope of Work section should also be considered as part of the quoted price for per CCA Seat.

- v. The normal distribution of total CCAs will be decided by DoCA. This distribution is subject to change as per requirement of DoCA.
- vi. Call Center capacity refers to manpower deployed as CCA team.
- vii. Each CCA should have 8 hours login per day, 240 hours login for 30 days calendar month and 248 hours login for 31 days calendar month.
- viii. Any reduction in login hours due to absenteeism, office breaks, shift changes, weekly off etc. should be managed by the service provider by deploying additional manpower and roaster system.

#### 1.18 **RESPONSIBILITY OF THE "DEPARTMENT OF CONSUMER AFFAIRS**

- a. DoCA shall observe, undertake, comply with and perform, in addition to and not in derogation of its obligations elsewhere set out in this Agreement, the obligations set forth in this Article:
- b. To release payments to Successful bidder in accordance with the Agreement
- c. To reasonably cooperate with the Successful bidder to enable it to render its services in terms of the Agreement.
- d. DoCA will provide Customer Relationship Management (CRM) software.
- e. DoCA will provide Toll Free Number and will be responsible for monthly payments of provided Toll Free Numbers.

#### 1.19 RESPONSIBILITY OF THE "SUCCESSFUL BIDDER

The Successful bidder shall observe, undertake, comply with and perform, in addition to and not in derogation of its obligations elsewhere set out in this Agreement, the obligations set forth in this clause:

- a. To perform the Scope of Work as set out in RFP.
- b. To be responsible for compliance with Applicable Laws;
- c. To procure, as required, the appropriate proprietary rights, licenses, agreements and permissions for, inter alia, materials, methods, processes, software, operating systems, designs, trademarks, documents and systems used.
- d. To provide Performance Security in the form of Bank Guarantee to DOCA, in accordance with relevant section of RFP;
- e. To carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and to observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods;
- f. To keep sufficient accessories, spares, parts, etc., while discharging Scope of Work;
- g. To provide onsite support for the complete system;
- h. To provide necessary information and reports including those pertaining to problems relating to customer complaints to DOCA and the entities authorized by DOCA;
- i. To reasonably cooperate with DOCA and other stakeholders concerned in relation to the matters covered under this Agreement; and
- j. To be responsible for safety and security of its staff;
- k. To deploy adequate number of resources with qualifications and skills commensurate to the job requirement;
- I. To maintain adequate insurance covers to safeguards its interest regarding any loss/damage/theft to its equipment and or personal during conduct of the assignment;
- m. Indemnify DOCA against any damage/loss of property or personal of the agency during conduct of assignment.

n. Sign the Non-Disclosure Agreement (NDA) with DOCA.

#### **Conditions of Contract**

1. These Conditions shall supplement or amend the other parts of the Bidding Documents and whenever there is a conflict; provision herein shall prevail over those in the other parts of the Bidding Documents

## 2. Applicable Law

• Appropriate laws as in force in Republic of India shall apply.

# 3. Payment Terms & Timelines

- i. Payments will be made in Indian Rupees only.
- ii. DOCA will not make any Advance Payment or provide any financial security against the work order / Contract. The service provider will raise the invoice every month after successful commissioning of services.
- iii. The unit for payment shall be per Call Center Agent (CCA) Seat, price quoted by the successful bidder for service provided for 08:00 AM to 08:00 PM (7 Days a week and 365 days a year) Or 24\*7\*365 (as decided by DoCA) across shifts . Payment for the services provided shall be made on aggregate per Seat and subject to service levels achieved in accordance with Service Level Agreements (SLAs).
- iv. The invoices shall also be supported by the following reports:
  - a. Biometric attendance of all manpower including CCA, Team Leaders and other support/management staff deployed for NCH process.
  - b. CRM login detail for CCA Manpower.
  - c. Reports against service levels achieved under SLA
  - d. All above documents should be submitted in both hardcopy and softcopy format (CD/DVD)
  - e. DoCA can ask for more supporting documents, as per its requirement.
- v. The service provider will raise the Invoice for every calendar month.
- vi. The invoice shall be paid by DOCA within 30 days of the invoice submission date, subject to applicable penalties / deductions, if any.
- vii. In case more time is required to verify the invoices against the Service Levels, DOCA may choose to pay 60% of the invoice amount within 30 days and the balance 40% after verification of services rendered with respect to Service Level Agreements.

# 4. Contract Period

- i. The Contract Period for the Project shall be 3 years from date of signing of Contract Agreement.
- ii. DOCA on its sole discretion may extend the Contract Period on a yearly basis up to 2 years, subject to satisfactory performance of the Service Provider and continued requirement of the DOCA.

# 5. Force Majeure

i. Neither party shall be responsible to the other for any delay or failure in performance of its obligations due to any occurrence of a Force Majeure event which is beyond the control of any of the Parties, including, but without limited to, fire, flood, explosion, acts of God or any governmental body, public disorder, riots, embargoes, or strikes, acts of military authority, epidemics, pandemics, strikes, lockouts or other labour disputes, insurrections, civil commotion, war, enemy actions.

ii. If a Force Majeure arises, the Successful bidder shall promptly notify DOCA in writing of such condition and the cause thereof. Unless otherwise directed by DOCA, the Successful bidder shall continue to perform his obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The Parties shall be excused from performance of their respective obligations in whole or part as long as such Force Majeure event continues to prevent or delay such performance by the Parties. However, in case such Force Majeure event lasts for a continuous period of 60 days, either Party may terminate the Contract with prior intimation of 15 days.

## 6. <u>Termination</u>

- i. ON EXPIRY OF THE CONTRACT: Subject to the condition mentioned under Clause 4.2, the Agreement shall be deemed to have been automatically terminated on the expiry of the Contract Period unless DOCA has exercised its option to further renew the Contract Period in accordance with the provisions, if any, of the Contract.
- ii. ON ACCOUNT OF FORCE MAJEURE: Either Party shall have the right to terminate the Contract on account of Force Majeure, as set forth in Clause 5.2.
- iii. ON BREACH OF CONTRACT: DOCA may terminate the Contract if the Successful bidder causes a Fundamental Breach of the Contract. Fundamental Breach of Contract includes, but shall not be limited to, the following:
  - a. The Successful bidder fails to carry out any obligation under the Contract.
  - b. The Successful bidder submits the DOCA a statement which has a material effect on the rights, obligations, or interests of the DOCA and which the Successful Bidder knows to be false.
  - c. The Successful bidder without reasonable excuse fails to commence the work in accordance with relevant clauses.
  - d. Has failed to furnish the required securities or extension thereof in terms of the Contract.
  - e. The Successful bidder stops work and the stoppage has not been authorized by DOCA;
  - f. The Successful bidder at any time during the term of the Contract becomes insolvent or winds up its business or makes a voluntary assignment of its assets for the benefit of its creditors.
  - g. If the Successful bidder, in the judgment of the Employer, has engaged in the corrupt or fraudulent practice in competing for or in executing the Contract.
  - h. Repeated occurrence of any SLA parameter as mentioned in Section 6 of this RFP.
  - i. Notwithstanding anything stated in this Agreement, in the event that any of the defaults ("Fundamental Breach") specified below shall have occurred, DOCA shall provide 30 days" notice period to the Successful Bidder [hereinafter referred to as "Cure Period Notice").
  - j. If the Successful Bidder fails to cure the default within the Cure Period, the Successful Bidder shall be deemed to be in default of this Agreement [the "Successful Bidder's Default"), unless the default has occurred solely as due to Force Majeure or for

reasons not attributable to the Successful Bidder. The Cure Period under this Clause shall be calculated from the date of issuance of the notice to the Successful Bidder or when the default comes into the knowledge of the Service Provider, whichever is earlier.

- k. The Successful bidder sub-contracts any assignment under this Agreement without written approval of DOCA.
- I. The Successful bidder sub-contracts any assignment under this Agreement without written approval of DOCA
- m. Any other fundamental breaches as specified in the RFP.
- iv. Notwithstanding the above, DOCA may terminate the Contract in its sole discretion by giving 30 days prior notice without assigning any reason. In the event of such a termination, compensation to the successful bidder shall be calculated based on the Termination Payment clause.
  - v. Upon Termination (except on account of expiry of Term of this Agreement, Force Majeure or under clause 5.6.6 above), DOCA shall be entitled at the sole discretion to:
    - a. Appropriate the entire Performance Security or part thereof as Damages; and
    - b. Debar/Blacklist the Successful bidder from participating in any other project/assignment/work of DOCA for a period as determined by DOCA in its sole discretion.
- vi. Without prejudice to any other rights or remedies which DOCA may have under this Agreement, upon occurrence of Successful bidder's Default, DOCA shall be entitled to terminate this Agreement by issuing a Termination Notice to the Successful bidder; provided that before issuing the Termination Notice, the DOCA shall by a notice inform the Successful bidder of its intention to issue such Termination Notice and grant 15 (fifteen) days to the Successful bidder to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice.

#### SERVICE LEVEL AGREEMENT

This Service Level Agreement (SLA) is envisaged to make explicit the expectations of DOCA and agreed u pon threshold levels for performance of services, along with the applicable penalties for deficiency in se rvice levels. This Service Level Agreement (SLA) shall help DOCA in monitoring and controlling the servic e levels and performance of Service Provider.

SLAs & Targets	This SLA document provides for minimum level of services required, perfor mance indicators and measurements thereof.			
	<ul> <li>In order to review the services provided under this agreement, DOCA shall: <ul> <li>a) Check performance of the Service Provider against SLAs and consider any key issues in performance statistics including major incidents, service trends, etc.</li> <li>b) Discuss escalated problems, new issues and matters still Outstanding for resolution.</li> <li>c) Review of statistics related to rectification of outstanding faults an d agreed changes.</li> <li>d) Provide suggestions for changes to improve the service levels.</li> </ul> </li> </ul>			
	If desired, DOCA may initiate an interim review to check the performance and the obligations of the Service Provider.			
	DOCA reserves the right to engage a Consultant for assisting it in smooth c onduct of the above-mentioned and other items of work.			
SLA Change Control	DOCA reserves the right to modify the existing Service Level Agreement (SLA) or add new Service Level Agreement (SLA) parameter as per requirement from time to time, to improve the functioning of the call center services, in the general public Interest.			
	The service provider shall abide by the modified SLA parameter without any additional cost to NCH during the contract period.			
Service Level Agreement Applicability	The parameters in the Service level Agreement will be applicable w.e.f the Date of start of services. NCH reserves the right to re-visit Service Level Agreements (SLAs) at a later date based on learning From experience and stabilization of operations.			
Service Level Agr eement (SLA) Parameters	The Service Provider agrees to the following service level agreement (SLA) parameters while providing services to callers These SLAs shall be tracked on a periodic basis and have incorporated penal provisions and/or Liquidated damages for non-adherence to any of them.			
	List of Service Level Agreements (SLAs):-			
	SLA01 - System uptime SLA02 - Accessibility of Call Center for all calls SLA03 – Percentage of repeat calls. SLA04 – Average Speed to Answer (ASA)			

# I. SLA01-System uptime 99.5%

Objective	This Service Level Agreement (SLA) implies that Call Center						
2	Services are fully available and system is not down for any reason.						
		Responsibility for uninterrupted availability of telephone connection and rectification of fault (whenever required) shall rest with the bidder,					
	consumer could be serviced due to	DoCA or its Consultant shall measure the downtime, in which no consumer could be serviced due to fault in the Hardware, Software & Voice infrastructure, based on system logs & Reports.					
Definition	It will be calculated based on follo	wing formula					
	"100- (Up time (minutes) / Total minutes in a month) x100".						
	For example, the system was dov	For example, the system was down for 2 hours in July 15:					
	Uptime will be (100-(120/ (31 days x 24 hours x 60 minutes) x 100) = 99.73 %						
Method	·						
Data Capture	System down time should be captu Call Center.	System down time should be captured by the IT systems/MIS at the Call Center.					
Measurement Interval	Monthly						
Reporting Period	Quarterly and immediate informat	ion on request should be given.					
Penalties							
S.no.	System down time for a month	Penalty in percentage on monthly billed amount					
1	Up to 0.5%	Nil					
2	Between 0.5% to 5%	5%					
3	Between 5% to 10%	8%					
4	more than 10%	10% of bill amount with a warning					

# II. SLA02- Accessibility of Call Center for all calls (Call Abandoned Rate)

Call Abandoned Rate Objective	To measure the % of college that f	ail to compact to Call Contar. The			
Objective	To measure the % of callers that fail to connect to Call Center. The				
purpose is to ensure that most consumers attempting to contact Center should be able to connect to it.					
Definition	Percentage of calls getting rejected				
Demitton	directly connected to the Call Center	•			
	Hour (TCBH) averaged over the mon				
Percentage of calls getting rejected could be for want of Call C					
	capacity or fault in some element of	the Call Center that is attributable			
	to the Service Provider (Simply put, C	alls missed or not responded by the			
	Call center )				
Method					
Data Capture	The Service provider is responsible to carry out daily reconciliation				
after obtaining report from all connecting MSCs/ Telecom Serv					
	provider switches and the Call Center system. Reconciled figures				
	for all days in a month will be totalled to arrive at monthly call failure				
Maggingeneration	figure.				
Measurement Interval	Daily				
Reporting Period	Monthly				
Penalties					
Sr No	% of calls not able to connect to Call	Penalty in % on monthly billed			
	Center (averaged over a period of	amount			
	one month)				
1	<=3%	NIL			
2	>3%but <=5%	2%			
3	>5% but <=10%	5%			
4	>10%	7% of bill amount with a warning			
	warnings shall lead to forfeiture of PBG	and if the services do not improve			
thereafter, DOCA may co	nsider termination of the Contract				

# III. SLA 03 –Number of Repeat calls

-

	Repeat calls					
Objective	To measure the number of consumers who call the Call Center more than once in a day,					
	High percentage of repeat calls indicates consumers at first call.	problems at satisfying				
Definition	already called the Call Center on the sam	Repeat calls will be defined as the calls made by callers who have already called the Call Center on the same date, for a particular issue (from 0.00 hrs. to 24.00 Hrs.), either from same or different telephone number				
	The purpose is to ensure that call Center operators are handling calls in satisfactory manner to ensure minimum need for consumers to call again.					
Method						
Data Capture		MIS shall be able to capture and identify repeat calls. Service Provider shall analyse the reasons for repeat calls, as defined above.				
Measurement Interval	Daily					
Reporting Period	Monthly	Monthly				
Penalties						
Sr No	Cases of repeated calls averaged over a period of one month (More than 3 calls from same telephone number or for same issue with in a day = 1 Case)	Penalty in % on Monthly billed amount				
1	<2% of total incoming calls of the month.	NIL				
2	>2% but <=4%	1%				
	>4% but <=6%	2%				
3						

#### IV. SLA 04 – Average Speed to Answer

Average Speed to Answer				
Objective This is the percentage of calls that are answered by the Call Center				
	operators within a specified time period.			
Definition	It provides the waiting time in Automatic Call Distributor (ACD) queue			
	after being connected by a caller to the Call Center but before being			
answered by the CCA.				
Method				
Data Capture	Number of calls answered within 10 seconds as well as total number of			
	calls should be captured by the IT systems/MIS at the Call Center. The			
	SLA achieved levels shall be reported by MIS.			
Measurement Interval	Daily			
Reporting Period	Monthly			

#### ANNEXURES

#### **Annexure Form 1: Covering Letter**

(On Letterhead of Bidder)

Τo,

(Date)

Under Secretary Govt. of India Ministry of Consumer Affairs, Food and Public Distribution Department of Consumer Affairs Room no. 373- C Krishi Bhawan , New Delhi 110001

Subject:

Ref. No. RFP No.\_\_\_\_\_Dated\_\_\_\_\_

Dear Sir/Madam,

- 1. I/We, the undersigned, have carefully examined the contents of the document including amendments/ addendums (if any) thereof and undertake to fully comply and abide by the terms and conditions specified therein and hereby submit our application. Our application is unconditional and unqualified.
- 2. I/We undertake that, in competing for (and, if the award is made to us), for executing the above contract, we will strictly observe the laws against fraud and corruption in force in India.
- 3. I/We understand that:
  - a. This Bid/Proposal, if found incomplete in any respect and/ or if found with conditional compliance or not accompanied with the requisite application fee and/ or prescribed supporting document shall be summarily rejected.
  - b. if at any time, any averments made or information furnished as part of this application is found incorrect, then the application will be rejected
  - c. DoCA is not bound to accept any/ all Bid (s) it will receive.
- 4. I/We declare that:
  - a. I/We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the Bidders to submit Proposals for RFP Name \_\_\_\_\_\_, without incurring any liability to the Bidders, in accordance with relevant clause of the RFP Document.
  - b. We undertake that in case, due to any change in facts or circumstances during the Bidding Process, we become liable to be disqualified in terms of the provisions of disqualification, we shall intimate DoCA of the same immediately.
  - c. We agree and understand that the Proposal is subject to the provisions of the Bidding Documents. In no case, we shall have any claim or right of whatsoever nature if the contract is not awarded to us or our Proposal is not opened.
  - d. We undertake that none of the hardware/software/other component being proposed by us infringes on any patent or intellectual property rights as per the applicable laws.
  - e. I/We confirm that we have at least Five years of experience in setting up and operationalizing of Call Center Service(s) in India as on bid due date.
  - f. **I/We have not been** *declared ineligible* by DoCA, Government of India or any other agency for indulging in corrupt or fraudulent practices. I/We also confirm that I/We have not been *declared as non-performing or debarred* by DoCA.
  - g. I/We haven't been blacklisted by a Central/ State Government institution/ Public Sector Undertaking/ Autonomous body and there has been no

*litigation* with any Government Department/ PSU/ Autonomous body on account of similar services.

h. I/We declare that our bid is valid for 120 days.

Yours sincerely,

Dated:

(Signature)

Name of the Company:

Address of Company Seal/Stamp of agency/bidder:

Name of the Authorized Signatory:

Designation of the Authorized Signatory:

# Annexure 2: Brief Information about the Applicant(s)

(On Letterhead of Bidder)

Subject: \_\_\_\_\_

- 1. Bidder Details
  - a. Name of Applicant:
  - b. Year of establishment:
  - c. Registered Address:
  - d. Constitution of the Applicant entity e.g. Government enterprise, private limited company, limited company, etc.
- 2. Address for correspondence with Telephone/ Fax numbers/ e-mail address:
  - a. Authorized Person with Complete postal address:
  - b. Fixed telephone number
  - c. Mobile number
  - d. E-mail address
  - e. Official Bank (for returning EMD)
  - f. Bank Account Name, Number, IFSC Code (for returning EMD)
- 3. Name of the Statutory Auditor/CA certifying the documents along with his/ her Membership number, if applicable:
- 4. Applicant details (Please include details, if applicable)

Required Info	Documentary Evidence Attached (Yes/No)	Page No.
Field of business		
Registration Status		
Qualifying Projects – value,		
client, key features		
Average Turnover		
Is Bidder debarred by any		
Government entity (Yes/No)		

5. Financial details/projects meeting the qualifying criteria

Name .....

Designation/ Title of the Authorized Signatory.....

#### **Annexure 3: Undertaking**

Subject: \_\_\_\_\_\_\_RFP Ref.\_\_\_\_\_

- 1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.
- 2. The undersigned also hereby certifies that neither our Company/firm M/s\_\_\_\_\_\_ have abandoned any work of DoCA nor any contract awarded to us for such works have been rescinded, during last five years prior to the date of this bid.
- 3. The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by DoCA to verify this statement or regarding my (our) competence and general reputation.
- 4. The undersigned understands and agrees that DoCA may ask for further qualifying information, and agrees to furnish any such information at the request of DoCA.
- 5. We confirm that we have not been blacklisted /debarred by any central/state Government department/organization or Quasi Government agencies of PSU.
- 6. We confirm that no criminal proceeding is pending against our company/firm or any of its Directors/ Partners in any court of law.
- 7. We also confirm that we have not been convicted by any court of law for any of the offences under any Indian laws.

(Signed by an Authorized Officer of the bidder)

Title of Officer

Name of bidder

DATE

# Annexure Form 4: Financial Capability (Auditor Certificate with UDIN)

# (On the letter head of the Chartered Accountant)

# This is to certify the below details for the company/Society/trust/firm

••••••

Particulars'	Financial Years					
Particulars	2018-19	2019-20	2020-21	2021-22	2022-23	
Total Turnover of the agency						
from BPO/Call Center Business						
Net worth of the firm as on 31.03.2023						
Average of Financial Turnover for last three FY	Average Turnover:					
Mention the Financial years used for computation						
1. FY 2. FY 3. FY						

Certified by CA and Membership No.:

UDIN No.

Date:

(Signature of Statutory Auditor/CA)

Name of the Statutory Auditor/CA:

Seal:

### Annexure 5: Power of Attorney/Letter of Authorization

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

IN WITNESS WHEREOF WE ...THE ABOVE-NAMED PRINCIPAL HAVE PURSUANT TO THE RESOLUTION DATED OF THE BOARD OF DIRECTORS IN THAT BEHALF CAUSED ITS COMMON SEAL, EXECUTED THIS

For..... (Signature, name, designation and address)

Witnesses:

1. 2.

Notarized Accepted

.....

(Signature, name, designation and address of the Attorney)

#### Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

# The Power of Attorney should be executed on a non-judicial stamp paper of appropriate denomination and should be registered or duly notarized by a notary public.

Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, Applicants from countries that have signed The Hague Legislation Convention 1961 need not get their Power of Attorney legalized by the Indian Embassy if it carries a conforming Apostles certificate.

# Annexure 6: Brief Methodology and Work Plan

- 1. The Bidder should prepare a presentation and provide a copy thereof as a part of this form. The presentation should clearly demonstrate the understanding of the scope of work.
- 2. Proposed methodology and work plan including handling of complaints, assignment of complaints, follow up/reminder methodology and effective and timely resolution of the complaints.
- 3. Proposed key call types and indicative SOP for the same.
- 4. Understanding about Segment division, key management and support staff for NCH.

#### **Annexure 7: Format for Performance Bank Guarantee**

To, Under Secretary Govt. of India Ministry of Consumer Affairs, Food and Public Distribution Department of Consumer Affairs Room no. 373- C Krishi Bhawan, New Delhi 110001

WHEREAS \_\_\_\_\_\_ [Name and address of Agency] (hereinafter called "the Service Provider") has decided to apply to DoCA for providing services, in pursuance of DoCA letter of work award No.\_\_\_\_\_ dated dd/mm/yyyy for "**Request for Proposal (RFP) For** 

" (hereinafter called the "Contract").

- 1. AND WHEREAS it has been stipulated by DoCA in the said letter that the Service Provider shall furnish a Bank Guarantee for the sum specified therein as security for compliance with his obligations in accordance with the terms & conditions of the Contract Agreement.
- 2. AND WHEREAS we have agreed to give the Service Provider such a Bank Guarantee:
- 3. NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Service Provider up to a total of `....../-(Rupees ......) only, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of `....../- as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.
- 4. We hereby waive the necessity of your demanding the said debt from the Service Provider before presenting us with the demand.
- 5. We further agree that no change or addition to or other modification of the terms of the service provider or of the works to be performed there under or of any of the Contract documents which may be made between you and the Service Provider shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.
- 6. We undertake to pay to the DoCA any money so demanded notwithstanding any dispute or disputes raised by the Service Provider(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Service Provider(s) shall have no claim against us for making such payment.
- 7. The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the Service Provider or of the Bank.
- 8. This guarantee shall also be operable at our \_\_\_\_\_\_branch at New Delhi, from whom, confirmation regarding the issue of this guarantee or extension/ renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.
- 9. This bank guarantee shall be valid from .....
- 10. Notwithstanding anything contained herein:
  - a. Our liability under this Bank Guarantee shall not exceed ` ...../-
  - b. The Bank Guarantee shall be valid up to.....
  - c. We are liable to pay the Guarantee amount or any part thereof under this Guarantee only and only if you serve upon us a written claim or demand on or before .....

Name:

Date:

Designation:

Employee Code Number:

Telephone Number:

Name of issuing bank branch	-
Address	

Telephone number	_
E-mail:	
E-mail.	

Name of bank branch at New Delhi	
Address	
Telephone number	
E-mail:	

Name of controlling bank branch	-
Address	
Telephone number	
E-mail:	

 $\ensuremath{^*}$  The bank guarantee shall be verified through SFMS package.

# Annexure 8 : Format for Financial Proposal

Name of the RFP: Request For Proposal (RFP) For Selection of Agency for Setting up and Operationalizing National Consumer Helpline (NCH) (TENDER No. – )		
Name of Bidder:		
Bid Invitation Date:	xx.0x.2023	

Particular	Rate per Call Center Agent (CCA) Seat per Month , (in INR.) Excluding GST
Monthly charges per Call Center Agent (CCA) Seat for Setting up and Operationalizing National Consumer Helpline (NCH)	

# Only cells having yellow color to be filled by bidder

# Details of cost estimate for operational cost for call centre

<u>S.No</u>	Activity	<u>Details</u>	<u>No.</u>	<u>Rate</u>	<u>Amount</u>	<u>Remarks</u>
1.	Call Centre Establishment					
<u>2.</u>	Call Centre operation					
<u>3.</u>	Software cost					
<u>4.</u>	Manpower					
<u>5.</u>	IEC					
<u>6.</u>	Others					
<u>7.</u>						

# Annexure 9: Summary of Project Experience Submitted by Bidder

Name of Bidder - \_\_\_\_\_

# EXPERIENCE IN CALL CENTER SERVICES

S. No.	Name of the Client	Contract Value	Start Date	End Date (Leave blank if project is ongoing)	Brief Scope of Work	Seat capacity (Inbound calls)	Seat capacity (Outbound calls)	Whether Copies of Purchase Orders/ Contract Agreement attached?(Yes/No)	Page No.	Contact Detail of Client (Name, Address, Contact Number, Email ids)

S.No.	Name of Project	Client Name	Number of Inbound Seats/Other Seats/Type of Call Center	Start Date of Work	Completion Date of Work	Status (Completed/Ongoing)	Reference for Documentary Evidence to the Technical Proposal/Bid Submitted (Document name)	Page No.
For Ex	perience PQ		-	_				
For Ex	perience TQ –	B1		1	1			
								<u>.                                    </u>
FOR EX	perience TQ –	BZ						
For Fy	perience TQ –	B3						
	benence rq							
For Ex	perience TQ –	B4	1	I	1			
For Ex	perience TQ –	B5		1	1	1	1	

We are attaching the required copies of the Purchase Orders / Contract Agreement/ testimonials from the respective client Organizations.

Authorized Signatory:

Name & Title of Signatory:

Important Notes: Please mention the experience in above table in decreasing order of project/contract nos.

# Annexure 10: Pre-bid Query Format

We, (Name of the organization), will like to submit the following queries.

S. No.	Ref to RFP (Clause, Page no.)	Category of Query (Technical/Legal/General/ Others)	Original Clause of RFP	Clarifications sought

Bidders are required to submit their queries in the above format ONLY.

# Annexure 11: Change Control Note (CCN)

Change Control Note	CCN Number:
Part A: Initiation	
Title:	
Originator:	
Sponsor:	
Date of Initiation:	
Details of Proposed Change	
(To include reason for change and appropriate details/specifications. Identify any attachments as A1,	A2, and A3 etc.)
Authorized by Purchaser	Date:
Name:	
Signature:	
Received by the Bidder	Date:
Name:	
Signature:	
Change Control Note	CCN Number:
Change Control Note Part B : Evaluation (Identify any attachments as B1, B2, and B3 etc.) Changes to Services, payment terms, payment profile, documentation, training, service levels and con contractual issue.	
Part B : Evaluation (Identify any attachments as B1, B2, and B3 etc.) Changes to Services, payment terms, payment profile, documentation, training, service levels and con	
Part B : Evaluation (Identify any attachments as B1, B2, and B3 etc.) Changes to Services, payment terms, payment profile, documentation, training, service levels and con contractual issue.	
Part B : Evaluation         (Identify any attachments as B1, B2, and B3 etc.)         Changes to Services, payment terms, payment profile, documentation, training, service levels and concontractual issue.         Brief Description of Solution:	
Part B : Evaluation         (Identify any attachments as B1, B2, and B3 etc.)         Changes to Services, payment terms, payment profile, documentation, training, service levels and concontractual issue.         Brief Description of Solution:         Impact:	
Part B : Evaluation         (Identify any attachments as B1, B2, and B3 etc.)         Changes to Services, payment terms, payment profile, documentation, training, service levels and concontractual issue.         Brief Description of Solution:         Impact:         Deliverables:	
Part B : Evaluation         (Identify any attachments as B1, B2, and B3 etc.)         Changes to Services, payment terms, payment profile, documentation, training, service levels and concontractual issue.         Brief Description of Solution:         Impact:         Deliverables:         Timetable:         Charges for Implementation:	
Part B : Evaluation         (Identify any attachments as B1, B2, and B3 etc.)         Changes to Services, payment terms, payment profile, documentation, training, service levels and con contractual issue.         Brief Description of Solution:         Impact:         Deliverables:         Timetable:         Charges for Implementation:         (including a schedule of payments)         Other Relevant Information:         (including value-added and acceptance criteria)         Authorized by the	nponent working arrangements and any other
Part B : Evaluation         (Identify any attachments as B1, B2, and B3 etc.)         Changes to Services, payment terms, payment profile, documentation, training, service levels and con contractual issue.         Brief Description of Solution:         Impact:         Deliverables:         Timetable:         Charges for Implementation:         (including a schedule of payments)         Other Relevant Information:         (including value-added and acceptance criteria)         Authorized by the         Bidder	
Part B : Evaluation         (Identify any attachments as B1, B2, and B3 etc.)         Changes to Services, payment terms, payment profile, documentation, training, service levels and con contractual issue.         Brief Description of Solution:         Impact:         Deliverables:         Timetable:         Charges for Implementation:         (including a schedule of payments)         Other Relevant Information:         (including value-added and acceptance criteria)         Authorized by the	nponent working arrangements and any other
Part B : Evaluation         (Identify any attachments as B1, B2, and B3 etc.)         Changes to Services, payment terms, payment profile, documentation, training, service levels and con contractual issue.         Brief Description of Solution:         Impact:         Deliverables:         Timetable:         Charges for Implementation:         (including a schedule of payments)         Other Relevant Information:         (including value-added and acceptance criteria)         Authorized by the         Bidder         Name:	nponent working arrangements and any other

Implementation of this CCN as	
submitted in Part A, in accordance with	
Part B is: (tick as appropriate)	
Approved	
Rejected	
Requires Further Information (as	
follows, or as Attachment 1 etc.)	
For Purchaser and its nominated agencies	For Service Provider
Signature	Signature

Name	Name
Title	Title
Date	Date

#### 15

#### Annexure 12: Format for Bank Guarantee for EMD

B.G. No.

Dated:

To, Under Secretary Govt. of India Ministry of Consumer Affairs, Food and Public Distribution Department of Consumer Affairs Room no. 373- C Krishi Bhawan, New Delhi 110001

- 2. AND WHEREAS the said RFP requires the bidder(s) to furnish an Earnest Money Bank Guarantee (EMBG) along with their bids for the sum specified therein as security for compliance with his obligations in accordance with the said RFP.

- 5. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the RFP Documents (hereinafter referred to as "Bidding Documents") shall be final, conclusive and binding on the Bank.
- 6. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set-forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee.
- 7. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days after the Bid Due Date. The claim period shall be 60 (sixty) days thereafter or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
- 8. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
- 9. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
- 10. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such

liability.

- 11. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
- 12. We undertake to make the payment on receipt of your notice of claim on us addressed to name of Bank along with branch address and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim. This guarantee shall also be operable at our \_\_\_\_\_\_ branch at New Delhi, from whom, confirmation regarding the issue of this guarantee or extension/ renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.
- 13. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.

- 14. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
- 15. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.
- 16. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to INR ...... (Rupees ............). The Bank shall be liable to pay the said amount or any part thereof only if.

The Authority serves a written claim on the Bank in accordance with relevant paragraph hereof, on or before ........... (Indicate date falling 180+60 days after the Bid Due Date).

(Signature of the Authorized Signatory)	
(Official Seal)	
Name:	
Date :	
Designation:	
Employee Code Number:	
Telephone Number:	
Name of issuing bank branch	
Address	
Telephone number	
E-mail:	

Name of bank branch at New Delhi	-
Address	-
Telephone number	-
E-mail:	

Telephone number	
E-mail:	

DoCA bank account details for SFMS package is mentioned as below: -

Name of controlling bank branch \_\_\_\_\_

A/c Holder Name = XXX

Bank Name = XX

A/c No. = XX

IFSC = XX

Address \_

Branch = XX