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This RFP Document is not an agreement and is not an offer or invitation to any party other than the Applicants who are qualified to submit the Bids ("Bidders"). The principle (purpose) of this RFP Document is to provide the Bidder(s) with information to support the formulation of their Proposals. This RFP Document does not purport (claim) to contain all the information each Bidder may entail (require). This RFP Document may not be appropriate for all persons, and it is not possible for the team managing RFP or advisors to consider the investment objectives, financial situation, and particular needs of each Bidder who reads or uses this RFP Document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP Document and where necessary obtain independent advice from appropriate sources. WTL, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the precision (accuracy), reliability or completeness of the RFP Document. WTL may in their absolute discretion, but without being under any obligation to do so, update, improve or supplement the information in this RFP Document.

NOTICE INVITING e-TENDER

Online Tender documents are invited for “Design, Development, Installation, Testing, Commissioning, including Operations & Maintenance of CRMU (Centralized Relationship Management Unit) including setting up of “Call Center” infrastructure and Deployment of Field Validation Unit in all Districts of West Bengal”. Bids are invited from reputed Service Providers having sufficient experience and credentials for successful completion of “Similar Nature” of work in a Central or State Government Department/PSU/Autonomous Body. WTL has been chosen as the execution authority for the same. Bidder must read the NIT document carefully for responding to the requirements of the tender.

Name of the Project	Tender Document Cost in INR (Non- Refundable)	Earnest Money Deposit in INR (Refundable)
Setting up a Dedicated Call Centre for Monitoring of Program Implementation & Grievance Cell	Rs. 10,000	Rs. 50,00,000.00

- Intending bidder may download the tender documents from the website <https://wbtenders.gov.in> directly with the help of Digital Signature Certificate. Necessary Tender fee may be remitted online through e-tender portal in favour of “Webel Technology Limited” and also to be documented through e-filing. Necessary Earnest Money Deposit (EMD) may be remitted online through e-tender portal in favour of “Webel Technology Limited” and also to be documented through e-filing.
- Both Techno Commercial Bid and Financial Bid are to be submitted concurrently duly digitally signed in the website <https://wbtenders.gov.in>.
- Tender documents may be downloaded from website and submission of Techno Commercial Bid and Financial Bid will be done as per Time Schedule stated in Section – C of this Tender Document.
- The Financial Bid of the prospective Bidder will be considered only if the Techno Commercial Bid of the bidder is found qualified by the Tender Committee. The decision of the ‘Tender Committee’ will be final and absolute in this respect. The list of Qualified Bidders will be displayed in the website.
- All clarifications / corrigenda will be published only on the <https://wbtenders.gov.in>.

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1	Tender No. & Date	WTL/PAR/CRMU/22-23/032, Dated 03.01.2023
2	Tender Version	1.0
3	Brief description of project	Setting up a Dedicated Call Centre for Monitoring of Program Implementation & Grievance Cell
4	Tender document Fee	Rs. 10,000 (Rupees Ten thousand only) through net banking or through RTGS/NEFT in the portal of the website: https://wbtenders.gov.in as per G.O 3975- F(Y) dated 28th July 2016 issued by Finance Department, Govt. of West Bengal. For details regarding payment procedure & guideline on the same, bidders are advised to follow the mentioned order and portal.
5	Earnest Money Deposit	Bid Security/ EMD only in the form of Bank Guarantee or Fixed Deposit Receipt drawn in favour of "Webel Technology Limited" for an amount of INR 50,00,000.00/- (Rs Fifty Lakhs only) payable at Kolkata. . For details regarding payment procedure & guideline on the same, bidders are advised to follow the mentioned order and portal, https://wbtenders.gov.in as per G.O 3975- F(Y) dated 28th July 2016 issued by Finance Department, Govt. of West Bengal.
6	Tender issuing entity	Webel Technology Limited
7	Date of uploading of N.I.T. & other Documents (online) (Publishing Date)	03.01.2023
8	Documents download start date (Online)	03.01.2023
9	Query submission start date	09.01.2023 at 11.00 Hrs.
10	Query submission end date	11.01.2023 at 15.00 Hrs.
11	Pre-bid meeting (Online)	13.01.2023 at 14.00 Hrs.
12	Bid Submission start date & time (On line)	20.01.2023 at 14.00 Hrs.
13	Bid Submission closing date & time (On line)	27.01.2023 at 14.00 Hrs.
14	Bid opening date & time for Technical Proposals (Online)	30.01.2023 at 12.00 Hrs.
15	Date of uploading the final list of Technically Qualified Bidder (online) after disposal of appeals (if any).	-
16	Date and Time for opening of Financial Bid (Online)	-

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17	Contact Persons for Pre-Bid queries	Mr. Arunava Saha (Manager, Purchase) purchase@wtl.co.in
18	Evaluation method	The proposal shall be evaluated using QCBS method as detailed out in clause 6.1 (Evaluation Methodology) in this RFP
19	Nodal contact person	Mr. Partha Sarathi Mitra psmitra@wtl.co.in
20	Method for obtaining RFP	The RFP will be published in leading regional print media.
21	Scope of work	As defined in Section B of this document
22	Language of application	English
23	Estimated Project Value	Rs. 136,72,08,000 (+ GST as applicable)

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SECTION A

PROJECT BACKGROUND

1. BACKGROUND & OBJECTIVE OF THE PROJECT

The Government of West Bengal launched a comprehensive 224-PAR in June 2019 to enable a transparent, accountable, responsive environment for the public services delivery system under the state-sponsored welfare schemes.

Using innovative ICT including GIS Mapping, Dynamic Dashboard, Grievance tracker, etc. a robust back-end user interface covering administrative units at all levels of the provincial government has been developed under constant vigilance of the highest state administrative authority. Besides service level, this project also offers grievances status updates to ensure transparency and accountability bestowing legitimacy and public trust. Respondents' feedback is also obtained to assess the effectiveness of the redressal mechanism.

Since June 2019 the Monitoring of Programme Implementation & Public Grievance Cell (MPI &GC) handled more than 11.40 lakhs grievances with a 99.2% resolution, received through the call center, SMS, hardcopy, email and off late from BSKs. Out of this, around 80% of the grievances i.e., 10.38 lakhs grievances were received through the call-center. This clearly indicates the popularity and acceptability of public interaction & grievance lodging through call-center mode.

Citizen Relationship Management Unit (CRMU) will be an extension of the existing Public Grievances Cell of the State. This will ensure a more citizen-centric approach of hassle-free access and availability in lodging grievances and incorporate effective feedback mechanisms (including Citizen Satisfaction surveys) against the resolution. It aims to enhance the accessibility, accountability, and transparency in governance, which will promote people centric development.

1.1. Objective of Project

The Citizen Relationship Management Unit (CRMU) envisages establishing a channel connecting people to the highest authority of the State. The primary objective would be to provide a platform where people's concerns are heard, registered, and taken up with the State Grievances cell for resolution. The unit shall be instrumental in securing active people's participation by establishing direct two-way communication between the state government and the public. It will take inputs from people with the objective of transforming them into actionable insights. The data collected will help to identify problem areas in which policy level and procedural adjustments can be undertaken by the Government.

1.2. Project Estimated Cost

The estimated cost of the CRMU project for initial setup and operations for 48 months is as provided in the table below. The bidders must carefully evaluate all the cost components and details provided in the scope of work section of the tender, to arrive at their own estimate and quote accordingly:

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Sl. No	Item of Cost	Unit
A	One time Setup Cost	One time
B	Operations Cost	
B-1	Call center Manpower	48 Month
B-2	Validation Unit Manpower	48 Month
B-3	Call Center & Validation Unit Solution & Infrastructure	48 Month

The bidders shall make their own estimate and the technical proposal and presentation shall mandatorily cover details of each of the item of cost indicated above for implementation of the project.

The following table provides the estimated budget for the project for a period of 48 months.

Sl No	Item of Cost	Item Cost (Rs.)	Months
A	One time Setup Cost	8,43,12,000	
B	Operations Cost		
B-1	Call center Manpower	76,08,00,000	48
B-2	Validation Unit Manpower	17,04,00,000	48
B-3	Call Center & Validation Unit Solution & IT/Non-IT Infrastructure	35,16,96,000	48
	SUBTOTAL	128,28,96,000	
	Total Cost of CRMU (one time setup + 48 month operations+ Call center infrastructure)	136,72,08,000	

Estimated Budget in Words: Rupees One Hundred and Thirty Six Crores, Seventy two Lakhs, Eight Thousand only (excluding GST).

Note:

The above estimated costs include onetime setup cost and capex costs, and operations cost of CRMU for 48 months including all services and infrastructure required. The bids submitted shall use the estimated cost only for reference and guidance, given the need to maintain strict SLAs and quality of services. The Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

1.3. About WTL

Webel Technology Ltd, a Govt. of West Bengal Undertaking under the Department of PAR is designated as the state nodal agency for delivery of e-Governance Solutions for the Government of West Bengal. WTL is a certified agency for ISO 9001:2015, ISO/IEC 27001:2013 and CMMI Level 5 certified for delivery of eGovernance services and infrastructure projects. The Governor of West Bengal has authorized WTL both as The State Nodal Agency(SNA) & State Implementing Agency(SIA) for all e-Governance related activities in the State.

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WTL was incorporated in April 2001 and has been profitable since inception. Since the last five years, WTL has undertaken the most challenging projects envisaged by the Government and is one of the fastest growing Government Undertakings. WTL has on behalf of the State Government in all its major e-Governance initiatives such as:

- WBSWAN - MPLS-VPN connectivity up to Block levels,
- Integrated Financial Management System,
- e-Recruitment initiatives ,
- e-Reservation for various State Transport Corporations,
- e-Registration of Land Deeds,
- e-Governance initiatives of the Directorate of Commercial Taxes (e-Registration, e-Amendment, e Payment, e-Return, e-Refund, e-Appeal, e-Forms, e-STDS & DMS),
- Digitization of all legacy Land records and Modernization of Record Rooms up to Block level and
- implementation of Incident Response System along with setting up of State-of-the-art Emergency Operation Centre for the Department of Disaster Management etc.

WTL has collaborated with Excise Directorate, Treasuries and Pay & Accounts, Home, Labour, Sericulture, Agriculture, Forest, Food & Supplies, Consumer Affairs in their IT & ITES initiatives. In addition to partnering State Government Departments, WTL has been following a "LOOK OUTWARD" policy and is doing a number of National Projects and Projects in various State Governments. Some of the National Projects executed successfully by WTL are NPR, SECC and PEC. Some of the States in which WTL is executing projects are Odisha, Jharkhand, Tripura, Meghalaya, Arunachal Pradesh and Delhi.

SECTION B

SCOPE OF WORK & BILL OF MATERIAL

2. DETAILED SCOPE OF WORK

The CRMU shall act as a continuous public grievance monitoring and redressal cell, gathering inputs from people and forwarding it to the concerned authorities for effective resolution. This will be achieved through a dedicated two-way communication channel which will include,

1. Call Center Unit
2. Field Validation Unit

The following are the key components of the scope of work to be performed by the Service Providers selected for implementation of the project.

2.1. ONETIME & SETUP COST

The onetime and setup cost includes the key components of the CRMU solution to be proposed, as follows:

- CRMU-SS Design and Development
- Hardware & Devices for Key Personnel & Field Executives
- Site preparation of CCU and FVU
- Manpower mobilization & recruitment cost

The onetime cost shall be incurred by the CSP prior to Go-live of the project and shall be part of the project setup costs, including all capital expenditures for the project.

Note: The CSP must submit the plan for each component as part of the project initiation and shall be approved by WTL. The payment of one time setup costs shall be as per actual based on the estimates approved.

2.1.1. CRMU-SS Design and Development

The initial setup of the CRMU shall include the following scope of work, provided in further details in Pt. 2.2 below:

- Software Design & Development
- Servers & Network Infrastructure
- Data Firewall & Security Infrastructure
- Integration with the Grievance Management system of CGMI

2.1.2. Hardware & Devices for Key Personnel & Field Executives

The field personnel and the key manpower responsible for management of call center and the validation unit shall require laptops and mobile devices for anytime/anywhere communication and access to the system. These will include expenses incurred in,

- Laptops for key personnel in the CCU & FVU
- Mobile Devices for validation exercise of the Field Executives
- Additionally, mobile phones with mobile application for the field and management personnel shall be provisioned as per requirement.

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2.1.3. Site Preparation & Readiness Cost

The CSP shall provision for the site readiness and prepare the site for installation of the IT infrastructure and the call center infrastructure and also for the validation units at the district level. It is estimated that the site preparation shall be required for:

- 40,000 Sq.ft or more of office space for CCU.
- 10,000 Sq.ft or more of office space for FVU.

The cost of site preparation shall be part of the onetime setup cost and must be submitted by the CSP as a plan for approval. The estimated budget is included in the total cost of the project, includes:

- Electrical wiring, electrical provision (light, switch, fans, AC, etc.)
- Network provision –wired and wireless
- Civil work – cubicles, office space, toilets, pantry, etc.
- Power backup & Air conditioning
- Other necessary security arrangements, CCTV, etc.

The above is indicative and not a complete list of the necessary site preparation checklist.

2.1.4. Manpower Mobilization & Recruitment Costs

The initial setup cost shall include mobilization and recruitment of manpower as per the requirement specified in the scope of work. The CSP shall be required to undertake the following as part of the manpower mobilization costs:

- Cost of hiring manpower – % of total cost of manpower for one year
- HRMS and other software required for management and reporting of personnel.
- Other costs

The budget for the manpower mobilization is included in the estimated budget.

2.2. CALL CENTER UNIT (CCU) SETUP

The CCU will record suggestions/feedback, conduct baseline and citizens' satisfaction surveys and other viable forms of targeted outreach. It would also act as a catalyst in removing bottlenecks in the implementation of Government mandated schemes and initiatives by collecting real-time data and information of public grievances and suggestions. The CRMU will also have access to the existing Grievance Management Portal. All grievances received through toll-free no. 9137091370/ 181 at CCU be uploaded and routed through the portal (as specified by MPI & GC) for taking further action.

The toll-free number will remain operational during working hours (9 AM to 6 PM) except for public holidays. The dedicated operators will attend the calls from 9AM to 6PM in a day from Monday to Saturday each week. The help line number will be diverted to a predefined mobile/landline/IVRS for the remaining hours/day.

The Call Center Provider (CSP) will be required to design, develop, manage and maintain an integrated web-based customized solution as per the requirement of the project for the respective programmes of the MPI &GC, for the entire duration of the contract period.

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The requirement would broadly consist of a CRM solution, Voice Loggers, TIS etc. with respect to the scope of work specified in this RFP and subsequently detailed out during the requirement stage of the assignment i.e. while preparation of the FRS for the respective programmes.

CSP shall maintain adequate and appropriate licenses for the application and customize them after understanding the requirements of the project by interacting with key officials.

2.2.1. CCU Deliverables

The CCU to meet its deliverables should set-up a CRMU-Solution System (CRMU-SS) which is designed in consultation with MPI & GC. The CRMU-SS should have provisions for integrating the existing set up of the State Public Grievance Cell. The CSP should utilize the Managerial and Data Analyst set-up of the CRMU to streamline the operations and ensure:

- Capturing the responses for each caller so as making it possible for their customized treatment and its unique identification.
- Collecting real-time responses of on-call grievance/suggestions from citizens.
- Validation and sanitization of the data received.
- Categorizing and bucketing of responses.
- Department/Stakeholder mapping of responses pertaining to grievances.
- Real-time assessment and escalation for timely resolution of grievance data.
- Real-time update to citizens on the status of their redressal through SMS, IVRS etc.
- Result-based monitoring and reporting of data as per MPI & GC requirements.
- Outreach and Citizen Satisfaction Surveys through outbound calls to beneficiaries
- Finding out policy and implementation level gaps, preparing analytical reports as per MPI & CG requirements.

Analysis and reporting on measures to improve the delivery of existing services to the general public and to point out corrective measures.

2.2.2. ICT & Non-ICT Infrastructure

The bidder shall provide services from a fully functional call center in Kolkata, West Bengal and validation units at a few key District Head Quarters, as per requirement to be finalized during project implementation. The Call center proposed by the Bidder should have registration with the Department of Telecom. (DoT) and other regulatory approvals as required under Online Service Provider (OSP) category for providing domestic call center services with the provision of scalability as per the requirement of the MPI & GC.

The call center should be equipped with the required ICT infrastructure for smooth calling operations for various programmes of the MPI & GC in line with the requirements and service levels as stated in this RFP. Broadly, this would include network infrastructure, hardware infrastructure and telecom infrastructure. The setup, operation and maintenance of this infrastructure will be the responsibility of the Call Centre Service Provider (CSP). An indicative requirement for the required ICT infrastructure is as given below:

- **Network Infrastructure:** The call center should have properly laid out LAN infrastructure and other network equipment (such as routers, switches, firewalls

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etc.) along with required internet connectivity for connecting to required sites/applications of the MPI & GC for integration /access purpose as required by WTL.

- **Hardware & Software Infrastructure:** Based on the requirement of the project the CSP needs to provide hardware (servers, SAN storage etc.), PCs, and the software (operating system, application servers, web servers, database servers, load balancers, CRM, CTI, TTS, ACD, Dialer, Voice logger, IVRS for call waiting, active directory, antivirus & other security solutions etc.).
- **System Architecture:** The system architecture should be designed by the CSP in such a way that it meets the requirements of the programme and the performance including service levels and other requirements as stated in this RFP.
- **Telecom Infrastructure and codes:** Based on the requirement of the project, the CSP needs to provide and make the required telecom infrastructure integrated with the call center.
- The CSP may need to integrate with different TSPs with the same dialer / or may have to use multiple dialers for managing multiple projects of MPI & GC.

The call center to be provided by the CSP should be equipped with the required non- IT infrastructure such as an access control system, CCTV cameras, electricity, generator set, UPS, headsets/phones, air conditioning units, electrical grounding, furniture and fixtures, and any other civil infrastructure required for the operation of the project. CSP will record and manage the availability of CCTV recording, voice recordings access logs for the last 90 days to the government at any point in time with facility to save specific communications (for legal purposes) for as long as required.

2.2.3. Software & Technical Requirements for Call Centre Unit

Some of the key requirements/features expected from the components of the call center solution are provided in the table below which need to be adhered to by the CSP while developing/providing the call center solution for the projects under this RFP:

Sl. No.	Call-Centre Solution Component	Key Requirements / Features
1	Customer Relationship Management (CRM)	The customized CRM should be a web-based solution with seamless integration with State grievance portal. Provide a single view dashboard to manage incoming and outgoing calls. Customized outbound call validation interface. Call back scheduling. Integration of CRM with voice/call logger
2	Automation Call Distribution (ACD)	Manages incoming calls, handle database. Validate callers, make outgoing calls, forward calls to the right agent, allow call center to record messages, gather user data System for whitelisting/blacklisting users. To ensure maximum connects and minimum idle time. Queue optimization
3	Voice Logger	100% automatic call recording

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4	Computer Telephone Integration (CTI)	Should be able to integrate with call center solution.
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2.2.4. CRMU-Software Design & Development

To meet the CCU Deliverables utilizing the ICT & Non-ICT Infrastructure the CRMU-SS shall include the following indicative set of activities that would need to be undertaken by CSP as part of development and implementation of the project:

- Prepare the Functional Requirement Specifications (FRS), Software Requirements Specification (SRS): The CSP shall interact with the key officials of programme division for understanding the requirements for the development of solution. The CSP shall document the functional requirements and get it signed off from the programme division.
- Develop the GUI (Graphical User Interface) based on the FRS, SRS and get it signed off from the respective programme division for the concerned project.
- Define Data Protection Standards & get these approved by the programme division and enforce the same to ensure the protection and confidentiality of data.
- Based on the approval, the CSP would develop / customize the application which would provide a single interface to all the components of the solution.
- Test the Solution and ensure requisite support during audit of solution by programme division.

The CRMU-SS should have the provision of the following:

- Requisite training to the operational staff.
- Call Queuing, Missed-Call Feature, Auto-Call Back features.
- Send and receive SMS, E-mail and WhatsApp/Signal/Telegram messages.
- Maintain few (10%) communications/ data (for legal purposes) for entire duration of project, based on criticality of the calls.
- Maintain 100% recording of calls for a period of the last 90 Days.
- The system shall allow the Supervisors' to observe and monitor the agents. This facility shall be available in the following ways:
 - Observe and Listen-Only mode.
 - Conferencing Mode.
- The system shall be a converged communication system and shall be based on industry-standard Communication with Server & Gateway architecture for providing modularity and ease of expansion
- The call processing and signaling of the offered system shall be based on open standards.
- All components of call center software (ACD, CRM, Dialer, call recording etc.) should be able to integrate with each other.
- The CSP should have a mechanism for managing Business Continuity and Disaster Recovery plans in case of disaster.
- MPI & GC, shall depute its representative for monitoring and evaluation of the project. CSP will be responsible for providing adequate physical seating space to them.
- The CSP must provide additional infrastructure that is required for scaling applications or adding a new programme beyond the initial requirement.

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2.2.5. CCU Manpower Requirement

The following table provides a high-level breakup of the personnel deployed at the CCU to be setup in central location at Kolkata.

Sl. No.	Role Description	No. of Persons
1	Principal Manager*	1
2	Senior Manager*	5
3	Assistant Manager*	5
4	Data Analyst	40
5	Operational Analyst	10
6	Team Lead (Tele Calling)	40
7	Tele-callers	420
8	Quality Lead (Tele Calling)	40
Total Manpower Required		561

Note:

- The roles marked with (*) are key personnel whose CV must be provided as part of the bid proposal for the purpose of technical evaluation.
- The number of personnel are the minimum required and are estimated for budgetary purpose and for responding to the RFP as per the BoQ. The actual deployment of personnel must be validated by the Service Provider during implementation. The total call volume estimated per year shall be 30 Lacs per annum, for the purpose of estimation.

The bidder is expected to verify the actual requirement and deploy manpower, and all other facilities accordingly to meet the SLAs. While the main call center setup with maximum sitting capacity is to be setup at Kolkata, the bidders may be required to setup subsidiary call center setup in district headquarters, as part of the scope of work. The list of districts shall be provided to the CSP in discussion with the Government.

2.3. Field Validation Unit (FVU)

The Field Validation Provider (FVP) will supplement the CCU in developing and implementing a reliable monitoring mechanism that enables on-ground collection of real-time feedback and/or suggestions for validating resolutions and suggesting needful course correction initiatives as may be requested by the authorities.

The dedicated validation unit will physically verify the data pointers generated from CCU as well as collect information about the ground level implementation of schemes with executives placed in different blocks as part of the setup. Validation unit would be driven by the field executives who would be physically based in different geographies across the state to collect data from citizens directly. Field executives would be spread across whole state as per requirement. The indicative set of activities that would need to be undertaken by the FVP as part of development and implementation are as follows:

2.3.1. Setting up and managing a Monitoring & Evaluation Unit

The following are the requirements for setting up and management of the field monitoring and validation unit. The Validation Unit shall be responsible for verification and validation of the data of selected complaints/grievances raised by citizens at the field level. The Validation Unit shall also be responsible for verification of resolution, collect data and analyze the feedback of the services provided by CRMU.

- Design a monitoring mechanism by setting up on-ground assessment mechanisms as well as developing tools using technology and social media platforms for social audits.
- Regular monitoring and performance evaluation of mandated schemes & initiatives, through real-time data tracking, survey assessments, on-ground audits and other feasible methods to identify the gaps and suggest recommendations for efficient implementation and last-mile delivery.

2.3.2. Assessment and Reporting

- Assessing the performance of mandated schemes and initiatives by analyzing and synthesizing the data collected through multiple channels for evaluations such as Impact on-ground, adherence to planned timeline and coverage across geography, social strata etc.
- Regular reporting and assessment for course correction by generating reports based on key parameters for the perusal of MPI & GC, which shall aid in delivery enhancement of the mandated schemes and initiatives.

2.3.3. Effective e-communication of Schemes & Initiatives

- Designing and implementing an integrated digital propagation plan for mandated schemes and initiatives to maximise its impact and reach
- Ensuring efficient propagation of mandated Government schemes and initiatives to leverage existing and traditional channels of public communication.

2.3.4. FVU Manpower Requirements

The following table provides a high-level breakup of the personnel deployed at the FVU offices for which are to be setup in a central location at Kolkata and in pre-defined district headquarters in West Bengal as per requirements. The field personnel shall be distributed and deployed in all the districts of West Bengal.

Sl. No	Role Description	No. of Persons
1	Principal Validation Advisor (Central)*	1
2	Senior Field Strategist*	3
3	Validation Manager*	5
4	Senior Field Officer	10
5	Field Executive	100
Total Manpower Required		119

Note:

- The roles marked with (*) are key personnel whose CV must be provided as part of the bid proposal for the purpose of technical evaluation.

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- The number of personnel are the minimum required and are estimated for budgetary purpose and for responding to the RFP as per the BoQ. The actual deployment of personnel must be validated by the Service Provider during implementation. The total call volume estimated per year shall be in excess of 30 Lacs per annum, for the purpose of estimation.

The bidder is expected to verify the actual requirement and deploy manpower, and all other facilities accordingly to meet the SLAs. While the main validation setup with is to be setup at Kolkata, the bidders may be required to setup subsidiary validation units in district headquarters, as part of the scope of work. The list of districts shall be provided to the CSP in discussion with the Government.

2.4. OPERATIONS: SCOPE OF WORK

The monthly recurring expenses for the project for a period of 48 months shall be part of the Operations and support scope for the CRMU. The following are the components considered for the operations scope of work for the CRMU:

- Call center Manpower
- Validation Unit Manpower
- Call Center Solution
- Infrastructure for Call center and Validation Unit including IT Infrastructure
- Travel/Logistics + Overhead (included in 1 to 4 above)

The scope of work for CRMU operations shall be services to be delivered for a period of 48 months, and may be extended for a further one year, based on performance of the CSP and approval from the Government. The following may be noted:

- The Call center solution, including work station, software for call center, network and internet connectivity shall be billable on a monthly basis, and part of the Opex.
- The IT infrastructure to be provisioned for server and storage shall be cloud based and shall be billable on monthly basis as per the actual cost approved based on the sizing of infrastructure for call recording, storage and retrieval.
- The manpower cost shall be billable monthly as per actual manpower deployed on call center and validation unit roles. Actual records of all employees, leave and attendance of each employee, shall be the basis for monthly reimbursement of expenses on account of salary/remuneration.
- Travel and logistics + overheads, shall be included as a percentage of the manpower cost, and shall be approved as per the plan submitted. The reimbursement shall be on a monthly basis.

2.4.1. HUMAN RESOURCE REQUIREMENT

Bidder must ensure that 33% of all personnel employed for this work should be women. In case of non-compliance a written permission from MPI & GC should be taken to address the same within 3 months.

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- Age limit can be relaxed by the bidder under intimation to MPI &GC.
- The bidder must deploy the following human resources setup as indicated below in the table.

These consist of human resources including validation unit. WTL may increase or decrease the number of personnel engaged in the set-up depending upon requirement or performance.

A. CCU Principal Manager

- Coordinate between the Secretary level officer and the 5 Senior Managers (Data/Technical/Operations)
- Responsible for ensuring that the activities of the unit align with the objectives
- Will be the primary contact for all administrative procedures and to set targets, timelines and build technology-based support system
- Interfacing with the MPI &GC and other stakeholders as per requirements

Sl. No.	Man Power requirement	Eligibility Criteria	No. of Positions
1	Principal Manager	<p>Age: Maximum 40 years as on 1st January of the year of application.</p> <p>Qualification: Graduate/Postgraduate in Statistics/Mathematics/ Economics/ Engineering/ MBA/ English or Foreign Languages or equivalent analytical discipline from top tier institute.</p> <p>Desirable workplace competencies:</p> <p>Good communication and presentation skills to convey insights and results to non-experts;</p> <p>Experience in secondary level research, extracting and analysing data from multiple sources;</p> <p>Display a commitment and passion for public service;</p> <p>Take ownership and be self-motivated;</p> <p>Work independently with minimal supervision, as well as within a team.</p> <p>Experience: Master's degree with more than 5 years of work experience or Bachelor's Degree from Tier I universities with more than 7 years of work experience.</p>	1

B. CCU Senior Manager

- Design, develop and implement data-driven strategies and machine learning models to build ordered feedback mechanism
- Setting up the Quality Check system to validate the quality of data collected in call-center
- Coordinate with Senior Manager (Operations) to prepare the final monthly reports as per requirements
- Responsible to prepare the setup to collect Impact Assessment for Policies and Scheme based on feedback
- Understand Project requirements and build them into efficient and effective user interfaces for all digital communication channels (web portal and mobile app)

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- Monitor the functioning of the App and ensure all technical glitches being raised by the analysts are being resolved
- Conduct training sessions with the Analysts and Associate Manager about the Tech Based solution for data synthesis
- Develop benchmark standards through research and assessment of other best in class platforms against which the portals will be evaluated
- Design, plan and operate the feedback mechanism setup for the various stakeholders of the State and provide direct support to the analysts
- Ensure seamless functioning of the Call- Center and data analysts
- Responsible for collating and streamlining reports prepared by analyst for end use
- Managing the dashboard and monitoring the daily, weekly and monthly target KPIs'
- Coordinate with Associate Managers (Operation) to ensure the daily target feedback calls are completed

Sl. No.	Man Power requirement	Eligibility Criteria	No. of Positions
2	Senior Manager 2 Data Scientists 2 Software Developers 1 Operations Manager	Age: Maximum 35 years as on 1st January of the year of application. Qualification: Graduate/Postgraduate in Statistics/ Mathematics/ Economics/ Engineering/ MBA/ English or Foreign Languages or equivalent analytical discipline from top tier institute. Desirable workplace competencies: Good communication and presentation skills to convey insights and results to non-experts; Experience in secondary level research, extracting and analysing data from multiple sources; Display a commitment and passion for public service; Take ownership and be self-motivated; Work independently with minimal supervision, as well as within a team. Experience: Master's degree with more than 3 years of work experience or Bachelor's Degree from Tier I universities with more than 5 years of work experience.	5

C. CCU Associate Manager

- Monitor and manage Data Analysts and assist them with their responsibilities
- Ensure the quality of reports which will be shared
- Identify and mitigate risks in the process flow and escalate issues to the seniors for timely redressal
- Support the execution of “learning-by-doing” capacity building activities for Feedback Mechanism

Sl. No.	Man Power requirement	Eligibility Criteria	No. of Positions
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3	Associate Manager	Age: Maximum 35 years as on 1st January of the year of application.	5
		Qualification: Graduate/Postgraduate in Statistics/ Mathematics/ Economics/ Engineering/ MBA/ or equivalent analytical discipline from top tier institute.	
		Desirable workplace competencies:	
		Good communication and presentation skills to convey insights and results to non-experts;	
		Experience in secondary level research, extracting and analysing data from multiple sources;	
		Display a commitment and passion for public service;	
		Take ownership and be self-motivated;	
		Work independently with minimal supervision, as well as within a team.	
		Applying an analytical mind set to propose data-driven solutions;	
		Strong interpersonal "skills, which showcases credibility and excels in a collaborative setting;	
		Ability to multi-task and operate effectively in a fast-paced and customer-oriented environment;	
		Experience: Master's degree with more than 2 years of work experience or Bachelor's Degree from Tier I universities with more than 3 years of work experience.	

D. CCU Data Analysts

- Review, clean, and segregate the data collected
- Generate reports based on prelim analysis

Sl. No.	Man Power requirement	Eligibility Criteria	No. of Positions
4	Data Analyst	Age: Maximum 35 years as on 1st January of the year of application.	40
		Qualification: Graduate/Postgraduate in Statistics/Mathematics/ Economics /Engineering or equivalent analytical discipline from top tier institute.	
		Desirable workplace competencies:	
		Good communication and presentation skills to convey insights and results to non-experts;	
		Experience in secondary level research, extracting and analysing data from multiple sources;	
		Display a commitment and passion for public service;	
		Take ownership and be self-motivated;.	
		Work independently with minimal supervision, as well as within a team;	
		Applying an analytical mind-set to propose data-driven solutions;	

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	Strong interpersonal skills, which showcases credibility and excels in a collaborative setting;
	Ability to multi-task and operate effectively in a fast-paced and customer-oriented environment;
	Ability to manage multiple stake-holders ill a matrix organisation.
	Experience: Minimum 1 year of Databases/ Administration/ HR experience

E. CCU Operational Analysts

- Assure quality check of feedback collected
- Identify manpower requirements and ensure proper training sessions are provided to Call-Center team members
- Coordinate between the call center Team leads and Data Analysts for monitoring purposes
- Daily report generation of the feedback collected through the Call-Center

Sl. No.	Man Power requirement	Eligibility Criteria	No. of Positions
5	Operational Analyst	<p>Age: Maximum 35 years as on 1st January of the year of application.</p> <p>Qualification: Graduate/Postgraduate in Statistics/Mathematics/ Economics /Engineering or equivalent operations discipline from top tier institute.</p> <p>Desirable workplace competencies:</p> <p>Good communication and presentation skills to convey insights and results to non-experts;</p> <p>Experience in secondary level research, extracting and analysing data from multiple sources;</p> <p>Display a commitment and passion for public service;</p> <p>Take ownership and be self-motivated;.</p> <p>Work independently with minimal supervision, as well as within a team;</p> <p>Applying an analytical mind-set to propose data-driven solutions;</p> <p>Strong interpersonal skills, which showcases credibility and excels in a collaborative setting;</p> <p>Ability to multi-task and operate effectively in a fast-paced and customer-oriented environment;</p> <p>Ability to manage multiple stake-holders ill a matrix organisation.</p> <p>Experience: Minimum 1 year of Operations/ Finance/ Administration/ Logistics/ HR experience</p>	10

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F. CCU Tele-Callers Team

A Call-Center with seating provision for 600 team members. Each team will consist of 1 Team Lead, 1 Quality Checker and 10 Tele-Callers. The function of the entire unit is to serve as the last mile on-demand nodal point of the governance machinery for the public and gather feedback and aspirations, in a structured manner.

The key roles will be:

- Handling the call volumes
- Collecting and documenting the grievances using the technical setup
- Identify priority calls and escalate the same

Sl. No.	Man Power requirement	Eligibility Criteria	No. of Positions
6	Call-Centre Team 500 Tele-callers 50 Team Leads 50 Quality Leads	<p>Age: Maximum 30 years as on 1st January of the year of application.</p> <p>Qualification: Have a Higher Secondary Certificate or be a Graduate. Good oral & written communication skills with working proficiency in English and Bangla.</p> <p>Desirable workplace competencies:</p> <p>Able to work independently with minimal supervision, as well as within a team;</p> <p>Competent to work in a multicultural environment with people from various backgrounds and demonstrate cultural sensitivity;</p> <p>Experience: Has experience/willingness to get trained in managing data repositories, dashboards and app management.</p>	600

G. FVU Principal Advisor

- Coordinate between the Secretary level officer and the FVU Managers & Executives
- Responsible for ensuring that the activities of the unit align with the objectives
- Will be the primary contact for all administrative procedures and to set targets, timelines and build technology-based support system
- Interfacing with the MPI & GC and other stakeholders as per requirements

Sl. No.	Man Power requirement	Eligibility Criteria	No. of Positions
7	Validation Unit Advisor (Key Personnel)	<p>Age: Maximum 50 years as on 1st January of the year of application.</p> <p>Qualification: Graduate/Postgraduate in Statistics/ Mathematics/ Economics/ Engineering/ MBA/ English or Foreign Languages or equivalent analytical discipline from top tier institute.</p> <p>Desirable workplace competencies:</p>	1

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	<p>Able to work independently with minimal supervision, and lead the team.</p> <p>Good communication and presentation skills to convey insights and results to non-experts;</p> <p>Display a commitment and passion for public service;</p> <p>Take ownership and be self-motivated;</p> <p>Competent to work in a multicultural environment with people from various backgrounds and demonstrate cultural sensitivity.</p> <p>Experience: Has diverse stakeholder management experience working as a Public Relations/ Media/ Brand Consultant for 15-20 years.</p>	
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H. FVU Senior Field Strategist

- Coordinate with Validation Managers to prepare the final monthly reports as per requirements
- Responsible to prepare the setup to collect Impact Assessment for Policies and Scheme based on feedback
- Understand Project requirements and build them into efficient and effective user interfaces for all digital communication channels (web portal and mobile app)
- Develop benchmark standards through research and assessment of other best in class platforms against which the portals will be evaluated
- Design, plan and operate the feedback mechanism setup for the various stakeholders of the State and provide direct support to the analysts
- Ensure seamless functioning of the FVU daily responsibilities

Sl. No.	Man Power requirement	Eligibility Criteria	No. of Positions
8	Senior Field Strategist	<p>Age: Maximum 45 years as on 1st January of the year of application.</p> <p>Qualification: Graduate/Postgraduate in Mass-Communications/ Statistics/ Mathematics/ Economics/ Engineering/ MBA/ English or Foreign Languages or equivalent analytical discipline from top tier institute.</p> <p>Desirable workplace competencies:</p> <p>Able to work independently with minimal supervision, as well as within a team;</p> <p>Competent to work in a multicultural environment with people from various backgrounds and demonstrate cultural sensitivity;</p> <p>Experience-'in secondary level research, extracting and analysing data from multiple sources;</p> <p>Has experience/willingness to get trained in managing data repositories, dashboards and app</p>	5

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		management; Ability to use Word Processor and Spreadsheets for filing reports;	
		Display a commitment and passion for public service.	
		Experience: Has diverse stakeholder management experience working across Strategy/ Public Relations/ Media/ Brand Consultant for 5-10 years.	

I. FVU Validation Managers

- Monitor and manage Senior Field Strategists and assist them with their responsibilities
- Ensure the quality of reports which will be shared
- Identify and mitigate risks in the process flow and escalate issues to the seniors for timely redressal
- Support the execution of “learning-by-doing” capacity building activities for Feedback Mechanism

Sl. No.	Man Power requirement	Eligibility Criteria	No. of Positions
9	Validation Managers	<p>Age: Maximum 40 years as on 1st January of the year of application.</p> <p>Qualification: Graduate/Postgraduate in Mass-Communications/ Statistics/ Mathematics/ Economics/ Engineering/ MBA/ English or Foreign Languages or equivalent analytical discipline from top tier institute.</p> <p>Desirable workplace competencies:</p> <p>Display a commitment and passion for public service;</p> <p>Experience in secondary level research, extracting, collating and analysing data from multiple sources;</p> <p>Work independently with minimal supervision, as well as within a team.</p> <p>Experience: Journalist or Professional with over 8 years of experience in Media/ Brand Consultant.</p>	3

J. FVU Senior Field Strategist

- Monitor and manage Field Executives and assist them with their responsibilities
- Plan day to day operations on the field
- Identify and mitigate risks in the process flow and escalate issues to the seniors for timely redressal
- Support the execution of “learning-by-doing” capacity building activities for Feedback Mechanism

Sl. No.	Man Power requirement	Eligibility Criteria	No. of Positions
10	Senior Field Officers	Age: Maximum 35 years as on 1st January of the year of application.	10

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	<p>Qualification: Graduate/Postgraduate in Mass-Communications/ Statistics/ Mathematics/ Economics/ Engineering/ MBA/ English or Foreign Languages or equivalent analytical discipline from top tier institute.</p> <p>Qualification: Graduate degree.</p> <p>Desirable workplace competencies:</p> <p>Display a commitment and passion for public service;</p> <p>Experience in collection of information from citizens by physical interview / survey / interaction;</p> <p>Ability to manage multiple stake-holders in a matrix organisation;</p>	
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K. FVU Field Executives

The key roles of Field Executives will be:

- Daily Door-to-door Validation of Cases as per allotment
- Collecting and documenting the validation responses using the technical setup
- Identify priority calls and escalate the same

Sl. No.	Man Power requirement	Eligibility Criteria	No. of Positions
11	Field Executives	<p>Age: Maximum 32 years as on 1st January of the year of application.</p> <p>Qualification: Have a Higher Secondary Certificate or be a Graduate. Good oral & written skills with working proficiency in English and Bengali.</p> <p>Desirable workplace competencies:</p> <p>Display a commitment and passion for public service</p> <p>Show a high degree of citizen centric approach. Fluency in other local languages depending upon the area of the state would be an added plus;</p> <p>Ability to draft a short reports in vernacular language;</p> <p>Experience: Experience of 1 year in dealing with public either as journalist or any other profession.</p>	100

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2.5. Price Bid: BoQ Submission Format

The bidders shall submit the financial bid as per the BOQ format provided,

The Bidder need to quote the amounts for the CRMU Operations Services part under Recurring for all 48 months for:

- Call Center Manpower Cost per month (aggregate)
- Validation Unit Manpower Cost per month (aggregate)

If there is a discrepancy between words and figures, the amount in words shall prevail.

Sl No	Item of Cost	Quantity	Months	Unit Rate (Rs.)	Total Cost (Rs.)
A	One time Setup Cost	1	NA		
B	Operations Cost				
B-1	Call center Manpower	561	48		
B-2	Validation Unit Manpower	119	48		
B-3	Call Center Operation including IT/Non-IT Infrastructure	561	48		
B-4	Validation Unit Operation including IT/Non-IT Infrastructure	119	48		
	SUBTOTAL (Operations Cost)				
	Total Cost of CRMU (one time setup + 48 month operations+ Call center infrastructure)				

Note:

- 1) The Bidders must quote Unit Rate for One Time Setup Cost (A) and operations cost per seat of CRMU for Call Center Unit and Field Validation unit, for 48 months.
- 2) The total cost of the project shall be calculated by adding One Time Cost (A) and Total cost of Operations (B) for number of seats x unit cost per seat for 48 months.
- 3) GST and other taxes shall not be included for calculating the total cost of the project for financial evaluation process.

SECTION C

BIDDERS' ELIGIBILITY CRITERIA

3. QUALIFICATION CRITERIA

ALL THE CONDITIONS BELOW SHALL HAVE TO BE FULFILLED BY THE BIDDER(S) AND SUPPORTING DOCUMENTS DULY ATTESTED HAVE TO BE SUBMITTED AS DETAILED IN SECTION 6.4

3.1. Pre-qualification Criteria

- A. The bidder(s) must be a company registered under Companies Act, 1956/2013 or Partnership or LLP or OPC or Proprietary Firm. Documentary (Certificate of incorporation/Relevant document) evidence to be submitted.
- B. The bidder (prime bidder in case of consortium) should have been operating for the last five (05) years in India. Certificate of Incorporation and/ or Certificate of Commencement of Business issued by the Registrar of Companies/ Partnership Registration/ sole proprietorship registration under the Shops & Establishments Act to be submitted.
- C. The bidder(s) should have valid GST Registration Certificate & PAN. Bidder shall have to submit scanned copies of the documents, attested by the authorized signatory of the bidder.
- D. The Bidder (Prime Bidder in case of consortium) providing BPO/Call Centre services must have registered itself with Department of Telecommunication (DoT)/TRAI.
- E. The Bidder (any other Bidder in case of consortium) must have minimum 200 full time call center employees on their payroll at the date of bidding. Bidders must submit undertaking from HR department, supported by PF and ESI statement for the last 3 months.
- F. The bidder shall not have been blacklisted by any State/Central Government or PSU Organization or bilateral/multilateral funding agencies for breach of ethical conduct or fraudulent practices within the last five (5) years, counted from 31st March 22. Declaration on bidder's letter head to be submitted.

3.2. Financial & Technical Eligibility Criteria

- A. The bidder (Prime bidder in case of consortium) should have an average annual turnover of not less than Rs. 30 Crore in the last three financial years (FY 2019-20, 2020-21, 2021-22). Bidder shall have to submit Audited Accounts in support of their claim.
- B. The bidder (any bidder in case of consortium) shall have undertaken "Similar Nature of work" of at least one (01) order of an amount not less than Rs. 10 Crore, over the preceding five financial years in Government Department /PSU/ Autonomous Body /any reputed organization in the country. At least one of such projects shall have been completed during the preceding five financial years. Reference order copies for the project to be submitted.

The following are the minimum technical eligibility criteria:

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- The bidder (any bidder in case of a consortium) shall have executed “Similar Nature” of single order an amount not less than Rs.10.00 Crore in last 05 (Five) financial years (considering FY – 2021-22, 2020-21, 2019-20, 2018-19, 2017-18) in Government Department/PSU/Autonomous Body. References order copy or agreement copy for the project to be provided.

(OR)

- The bidder (any bidder in case of a consortium) shall have executed “Similar Nature” of two orders in total amount not less than Rs.12.00 Crore in last 05 (Five) financial years (considering FY – 2021-22, 2020-21, 2019-20, 2018-19, 2017-18) in Government Department/PSU/Autonomous Body. References order copy or agreement copy for the project to be provided.

(OR)

- The bidder (any bidder in case of a consortium) shall have executed “Similar Nature” of three orders in total amount not less than Rs.15.00 Crore in last 05 (Five) financial years (considering FY – 2021-22, 2020-21, 2019-20, 2018-19, 2017-18) in Government Department/PSU/Autonomous Body. References order copy or agreement copy for the project to be provided.

SECTION – D

TECHNO COMMERCIAL EVALUATION & AWARDING OF CONTRACT

4. TECHNICAL & COMMERCIAL EVALUATION

Each of the Primary Qualification conditions are MANDATORY. In case, the Bidder does not meet any one of the conditions, the bidder shall be treated as non-responsive and will not be considered for further evaluation and their Technical Bids would not be opened.

4.1. Stage 1: Technical Evaluation:

The technical evaluation shall follow the two stage evaluation criteria, as follows:

- Each Technical Bid will be assigned a technical score out of a maximum of 100 Marks.
- Only those bids who get an overall technical score of 50 Marks or more of the Technical Evaluation Framework shall be considered technically qualified. Failing to secure minimum marks shall lead to rejection of the bids.
- Bidders shall make a presentation to the Authority/ Committee appointed by the Authority to supplement their bids if required.
- The Authority will notify the date and venue for conducting such Presentation of the prospective bidders if required.

The following two stage evaluation criteria shall be followed:

- A. Organization strength and technical experience (60 Marks)
- B. Technical proposal and presentation (40 Marks)

4.1.1. PART A: ORGAIZATION STRENGTH AND TECHNICAL EXPERIENCE

-	Criteria	Total	Marking System	Documents Required
A	Organization Strength (Technical Experience)	60		
A-1	The bidder (Lead Bidder in case of Consortium) should have set up call centre facility with at least 200 physical seats in the last 5 years, including own setup.	15	>500 Seats: 15 marks 300-499 Seats: 10 marks 200-299 Seats: 5 marks	Work-Order/ Agreement & Invoice for the set-up
A-2	The bidder (any Bidder in case of Consortium) should have an operational call center facility in West Bengal preferably with 200 Seats or more	15	>200 Seats: 15 marks 100-200 Seats: 10 marks Less than 100 Seats: 5 marks	Self-certified copy of the latest EPF combined challan cum return Copy of Trade License for facility
A-3	The bidder (any Bidder in case of Consortium) should have Field Validation/	15	>100 Employees: 10 marks 50-100 Employees:	Work Order & Invoices along with Field Operation office list &

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	Order Fulfilment set-up in West Bengal or anywhere in India with 50 Employees or more		5 marks In West Bengal with > 50 Employees: Addl. 5 marks	proof of field setup (Trade license as Address proof)
A - 4	The bidder (Any member of consortium) shall have exposure in complaint/grievance handling with own/licensed software developed in-house for Grievance Management	15	>10 projects: 15 marks	Work Order & Invoices for 1 year of successful completion
			6-10 Projects: 10 marks	
			2-5 Projects: 5 marks	

NOTE: The bidder(s) must score minimum 30 marks out of total 60 in this section for qualifying for Part B of technical evaluation.

4.1.2. PART B: TECHNICAL PROPOSAL AND PRESENTATION

-	Criteria	Total	Marking System
B	Solution Provided	40	
B - 1	The Bidder needs to provide their:	10	To be decided by the evaluation panel. Parameters could be: a) Correct understanding of the work b) Details of the plan presented c) Realistic planning for implementation d) Ability to envisage risks / problems and having mitigation plan e) Ability to understand the requirements of citizens f) Staff Hiring plan
	•Understanding of the requirements of the project (including validation unit)		
	•Approach to be adopted for execution of the Project		
	•Identification of risks (operational, infrastructure, environmental governance and technology related) and proposed mitigation plan.		
B - 2	Proposed technical solution based on understanding of scope of the project. Key Aspects of the proposal:	15	
	• Call Center Setup, Solution proposed.		
	• IT Infrastructure design		
	Call center infrastructure		
	Data Center and Storage		
	Internet Connectivity		
	Data Security solution		
• Software Solution (Contact Center management, CRM, HR Management, etc.)			
• Open Standards, performance, ease of customization of the solution being proposed.			

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B - 3	Proposed approach for governance framework, reporting structure, escalation matrix, capacity building, training methodology and training content etc. CVs of Key personnel submitted for the implementation of the project (as per format enclosed).	15	
	Total(A+B)	100	

NOTE: The Bidder(s) must score minimum 20 out of total 40 points in this section for qualifying in Price Bid evaluation. The presentation shall be conducted by WTL in the presence of the “Technical Committee” formed for tender evaluation. The bidders must provide the copies of the technical presentation as part of the proposal submitted as part of the bid. The decision of the technical committee in awarding of marks to the bidder for each section shall be final.

4.1.3. Technical Evaluation Score

The bidders shall be awarded marks in 2 parts for technical evaluation, based on the following criteria:

- The bidder(s) must score minimum 30 marks out of total 60 in this Part A for qualifying for Part B of technical evaluation.
- The Bidder(s) must score minimum 20 out of total 40 points in this Part B for qualifying in Price Bid evaluation.
- The bidders must score minimum of 50 points across both sections of the technical evaluation.
- The final score out of 100 for Technical evaluation shall be used for the QCBS method for selection of successful bidder.
- Technical Score “T”= $T(\text{bid})/T(\text{High}) * 100$
Where, T(bid) is the Technical Score of the Bidder and T(High) is the maximum score obtained by any bidder.

4.2. Stage 2: Financial Evaluation

The bidders shall submit the financial bid as per the BOQ format provided in Annexure 6.9. The Bidder need to quote the amounts for the CRMU Operations Services part under Recurring for all 48 months for:

- Call Center Manpower Cost per month (aggregate)
- Validation Unit Manpower Cost per month (aggregate)

If there is a discrepancy between words and figures, the amount in words shall prevail.

Bidders price bid shall be evaluated and the bid with the least cost shall be awarded 100 Marks. Other price bids shall be graded and awarded marks based on the formula:

$$\text{Price Bid Score (F)} = (\text{Lowest bid price received}) / (\text{Bidder price (total)}) * 100$$

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Eg: If lowest bid price of Bidder A, is Rs. 130 Crores and Bidder B submits price of Rs. 140 Crores, then,

Price Bid Score of Bidder A = $130/130 \times 100 = 100$

Price Bid Score of Bidder B = $130/140 \times 100 = 92.85$ (Calculated to nearest two places after decimal)

4.3. Selection Process (QCBS)

For the purpose of selection of the vendor, a two stage Technical and Commercial (Lowest Cost bid) process shall be followed with 60% weightage towards Technical and 40% weightage towards Commercial Bid. In the first stage, only the "Technical Bids" will be opened and evaluated. Those companies whose bids satisfy the technical requirements and meet the minimum eligibility criteria as detailed in this RFP shall be short listed for an individual presentation in front of the committee. Under the second stage, the Commercial Bids of those companies whose bids have been short-listed earlier on the basis of evaluation of their Technical Bids and Presentation, will only be opened for further processing.

Quality and Cost based Selection (QCBS) – Technical and Commercial combined for selection. The proposed QCBS methodology for selection shall be as follows:

The bids of only those bidders which have qualified in Stage-1 shall then be opened and reviewed to determine whether the commercial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at Authority's discretion.

Commercial Bids that are not as per the format provided in the RFP shall be liable for rejection. The following shall be the successful bidder selection process:

- The Bidder shall quote a value less than the tender value of amount of Annual Grant received from Government. They shall quote it through the online e-procurement portal
- The method of selection will be **Quality and Cost Based Selection (QCBS)**. Bidders will have to secure minimum of 50% Marks in technical bid to qualify for the financial bid opening.
- **The ratio of weightages for cost and technical score will be 60:40. The contract will be awarded to the bidder obtaining the highest total score. No partial bidding will be accepted.**
- In such a case, an Evaluated Bid Score (B) will be calculated for each responsive Bid using the following formula, which permits a comprehensive assessment of the Bid price and the technical merits of each Bid:

$$B = (F * .40 + T * .60) \text{ where,}$$

- The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 shall be recommended for award of contract. In the event two or more bids have the same score in final ranking, the bid with highest technical score will be H-1.

4.4. AWARDING OF CONTRACT

WTL will award the contract to the successful bidder whose bid has been determined to be substantially responsive after final negotiation may held with the most responsive bidder, if required. This is a turnkey job in a nature, so bidder(s) to quote all the items mentioned in the tender document, which can ensure single point contact / sole responsibility of the bidder(s) towards project execution. The successful bidder (s) will have to give security deposit in the form of Performance Bank Guarantee.

4.5. POST QUALIFICATION

The determination will evaluate the Bidder's financial, technical and support capabilities and will be based on an examination of the documentary evidence of the Bidder's qualification, as well as other information WTL deems necessary and appropriate. This determination may include visits or interviews with the Bidder's client's reference in its bid, site inspection, and any other measures, during the technical bid evaluation.

SECTION – E INSTRUCTIONS TO BIDDER

5. DEFINITIONS

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

“Agreement” means the Agreement to be signed between the successful bidder and WTL including all attachments, appendices, all documents incorporated by reference thereto together with any subsequent modifications, the RFP, the bid offer, the acceptance and all related correspondences, clarifications, presentations.

“Acceptance Test Document” means a document, which defines procedures for testing the functioning of installed system. The document will be finalized with the contractor within 7 days of issuance of the Letter of Award.

“Bidder” means any firm offering the solution(s), service(s) and /or materials required in the RFP. The word Bidder when used in the pre-award period shall be synonymous with Bidder, and when used after award of the Contract shall mean the successful Bidder.

“Contract” is used synonymously with Agreement.

“Contract Price” means the price to be paid to the Contractor for providing the Solution, in accordance with the payment terms.

“Contractor” means the Bidder whose bid to perform the Contract has been accepted by Tender Committee and is named as such in the Letter of Award.

“Default Notice” mean the written notice of Default of the Agreement issued by one Party to the other.

“Installation” means installation of supplied Hardware & Software and other infrastructure required.

“Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial noncompetitive levels and to deprive WTL and eventually Departments of Gov. of W. Bengal of the benefits of free and open competition.

“GoI” shall stand for the Government of India.

“GoWB” means Government of West Bengal.

“Personnel” means persons hired by the Bidder as employees and assigned to the performance of the Infrastructure Solution or any part thereof.

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“Similar Nature of Work” means Works entailing completion of a project in the field of CCTV / VSS / Surveillance / IT / ITeS/ ICT/ Telecom for any Govt. Departments or Public Sector Undertakings.

“Services” means the work to be performed by the Bidder pursuant to this Contract, as described in the detailed Scope of Work.

“Interest rate” means “364 days Government of India (GoI) Treasury Bills” rate.

“Law” shall mean any Act, notification, bye law, rules and regulations, directive, ordinance, order or instruction having the force of law enacted or issued by the Central Government and/or the Government of West Bengal or any other Government or regulatory authority or political subdivision of government agency.

“LOI” means issuing of Letter of Intent shall constitute the intention of the WTL to place the Purchase Order with the successful bidder.

“Requirements” shall mean and include schedules, details, description, statement of technical data, performance characteristics, standards (Indian as well as International) as applicable and specified in the Contract.

“Service” means provision of Contracted service viz., operation, maintenance and associated services for DEPLOYED SYSTEMS as per Section titled “Scope of Work”.

“Termination Notice” means the written notice of termination of the Agreement issued by WTL.

“Uptime” means the time period when specified services are available with specified technical and service standards as mentioned in section titled WARRANTY SUPPORT” **“%Uptime”** means ratio of 'up time' (in minutes) as mentioned in section titled “Warranty support”.

“Service Down Time” (SDT) means the time period when specified services with specified technical and operational requirements as mentioned in section titled “WARRANTY SUPPORT” are not available to Gov. of W. Bengal and its user departments and organizations.

“WTL” means Webel Technology Limited a Govt. of W. Bengal undertaking.

5.1. PRE-BID Meeting

Pre Bid Meeting will be held on DD/MM/2022 at 14.00 hrs. (On-Line Meeting). Bidder can send their queries as per format (Section - N) to Manager (Purchase) (purchase@wtl.co.in). Only the queries received within the stipulated date prior to the Pre Bid Meeting will be answered. Interest bidders are requested to send mail to (purchase@wtl.co.in) for participation of online pre-bid meeting. Based on request WTL will share meeting id / links for meeting. If there is any change in date and time then will inform.

5.2. Cost of Bidding

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The bidder shall bear all costs associated with the preparation and submission of the bid and WTL will no case be responsible for those costs regardless of the conduct or outcome of the bidding process.

5.3. Bid Document

Bidder is expected to examine all instructions, forms, terms and requirement in the bid document. The invitation to bid together with all its attachment thereto shall be considered to be read, understood and accepted by the bidder unless deviations are specifically stated in the seriatim by the bidder. Failure to furnish all information required by the bid document or a bid not substantially responsive to the bid document in every respect may result of the bid.

5.4. Amendment of Bid Document

At any time prior to the deadline for submission of proposals, WTL reserves the right to add/modify/delete any portion of this document by issuance of a Corrigendum, which would be published on the website and will also be made available to the all the Bidder who have been issued the tender document. The Corrigendum shall be binding on all bidders and will form part of the bid documents.

5.5. Modification and Withdrawal of Bids

The bidder cannot modify or withdraw its bid after submission.

5.6. Language of Bid & Correspondence

The proposal will be prepared by the Bidder in English language only. All the documents relating to the proposal (including brochures) supplied by the firm should also be in English, and the correspondence between the Bidder & WTL will be in English language only. The correspondence by fax/E-mail must be subsequently confirmed by a duly signed formal copy.

5.7. Bidder's Solution

The bidders are requested to study the Bill of Material supplied with this document carefully. While working out the solution the bidder has to work with the broad minimum specification provided in the tender documents, conforming to the model, make and Part number (wherever provided). While submitting the bid the bidder has to detail out all components needed to complete the system BOM. The bidder is required quote for each item retaining all major components/sub system detailed and specified. As the contractor will be responsible for smooth functioning of the system, availability of spares during the tenure of the warranty period have to be take care by the contractor to maintain the guaranteed uptime.

5.8. Earnest Money Deposit (EMD) & TENDER FEE

The bidder shall furnish Online Receipt against payment of Tender Fees and Earnest Money Deposit. The bidder shall furnish, as part of its bid, Bid Security i.e. EMD through NEFT/Bank Transfer or in the form of Bank Guarantee or Fixed Deposit Receipt drawn in favour of "Webel Technology Limited" for an amount of INR 50,00,000.00/- (Rs Fifty Lakhs only) payable at Kolkata. Bid Security should be valid for a period of 180 days from the last date of submission of the bid. The Bid Security submitted in the form of Demand Draft or Banker's Cheque will not be considered, considering their 90 days validity and the same will lead to rejection of the bid. Bid Security having a validity of less than 180 days will not be considered. Bidders may submit the EMD in the form of Bank Guarantee from a Scheduled Bank, as per the format of the Bank Guarantee provided in Annexure 6.6.

5.9. Refund of EMD

EMD will be refunded to the unsuccessful bidders without interest by following guidelines of circular 3975-F(Y) dated 28/07/2016 on final selection of Successful Bidders. . EMD of Successful Bidder shall also be returned, however Bank guarantee of the appropriate amount as performance guarantee shall be taken. Please see clause on Performance Bank Guarantee.

5.10. Forfeiture of EMD/BID SECURITY

EMD/BID Security made. by Bidder may be forfeited under the following conditions:

- If Bidder withdraws the proposal before the expiry of validity period.
- During the evaluation process, if a Bidder indulges in any such activity as would jeopardize the process, the decision of WTL regarding forfeiture of EMD / BID SECURITY shall be final and shall not be called upon question under any circumstances. If Bidder violates any of the provisions of the terms and conditions of the proposal.

In the case of a successful Bidder, if Bidder fails to:

- Accept the work order along with the terms and conditions.
- Furnish performance security.
- Violates any of the work conditions of this proposal or indulges in any such activities as would jeopardize the work.
- Submitting false/misleading information/declaration/documents/proof/etc.

The decision of WTL regarding forfeiture of EMD / BID SECURITY shall be final and shall not be called upon to question under any circumstances, besides, forfeiture of EMD / BID SECURITY even the Bidder will be deferred from participating in any job for a period of one year.

5.11. Forms and Formats

The various inputs for the Techno Commercial as Financial Bids are to be submitted in the format specified. The bidder shall use the form, wherever specified, to provide relevant information. If form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the said information. For all other cases, the bidder shall design a form to hold the required information.

5.12. Lack of Information to Bidder

The bidder shall be deemed to have carefully examined the Bid document to his entire satisfaction. Any lack of information shall not relieve the bidder of his responsibility to fulfill his obligation under the bid. If bidder has any queries relating to bid document, then he can send the queries before the Pre-Bid Meeting.

5.13. Contract Execution

On receipt of the Letter of Award/Purchase Order the contractor should submit a Performance Bank Guarantee (PBG) **equivalent to 3%** of the total contract value within three weeks from the date of receipt of Letter of Award/Purchase Order. The PBG should be valid for six month more than the project completion period. All delivery of the material will have to be completed within the timeline specified, from the date of acceptance of contract and the contractor has to ensure all activities leading to the commissioning of the contract to be completed within the timeline specified in the tender document, from the date of award.

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5.14. Time Schedule for Delivery & INSTALLATION

The CRMU Project, shall commence on the award of the contract to the implementation partner (CSP) through a selection process. Receiving of final work order and acceptance shall be considered as Start of the Project.

The Project shall run for two years (48 months) from the date of Go-Live.

- This section provides the timelines and deliverables for the activities involved in development and operationalization of the project to be carried out by the successful bidder
- The time line and deliverables area as follows: -

Sl.No.	Stage	Activities	Deliverables	Timelines
A	Application Development Stage			
A-1	Requirement Stage	Preparation & submission of Project Plan Mobilization of Technical resources. Preparation of FRS/SRS	Project Plan FRS &SRS	T0 + 4 Weeks
A-2	Design Stage	Preparation of System design document including details of solutions component. Preparation of System Architecture report dealing out ICT infrastructure architecture.	System Design Report System Architecture Report	T0 + 6 Weeks
A-3	Development Stage	Develop the application and conduct internal testing	Application	T0 +12 Weeks
A-4	Implementation Stage	Conduct UAT and get the sign off. Mobilize & train the operational resources. Prepare the training manuals & questionnaires	Approval Report Training Manual and questionnaire	T0 + 16 Weeks
A-5	Go Live	Make the Project Live	Live Application	T0 + 18 Weeks
B	Infrastructure Development			
B-1	Site Preparation	Identify space required for call center and provision for infrastructure for 400 seats, including IT infrastructure, Furniture and seating arrangements, office infrastructure and security arrangements	Site Plan, Site completion report	T0 + 16 weeks
B-2	Data Center	Arrange for Data center infrastructure (in-house or on cloud services, with required capacity of servers, storage and internet connectivity, including security.	Data center requirement document. Deployment of DC	T0 + 16 weeks

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			infrastructure report.	
C	Manpower Deployment			
C-1	Recruitment of Call Center Resources	Recruitment and training of call center resources (600 Nos.) as per qualification specified	Recruitment Pan, Recruitment Process, List of manpower recruited.	T0 + 16 weeks
C-2	Recruitment of Field Validation Resources	Recruitment and training of validation unit resources in each district, including senior resources	Recruitment Pan, Recruitment Process, List of manpower recruited.	T0+ 18 Weeks
C-3	Recruitment of other administrative resources	Recruitment and deployment of senior resources as per Human Resource Requirement	List of Shortlisted candidates. List of Recruited candidates	T0 + 8 weeks
D	Operational Stage			
D-1	Operation	Operate and maintain the call centre and validation Unit of the Project	Monthly reports feedbacks / insights	T-Live + 48 Months

5.15. Location FOR DELIVERY & Installation

As mentioned in Section – A (BACKGROUND & OBJECTIVE OF THE PROJECT)

5.16. Liquidated Damage / PENALTY

The job includes the supply and installation of materials mentioned in the tender document. In the event of failure to meet the job completion in stipulated date/time liquidated damage may be imposed on the contractor for sum not less than 0.5% of the contract value for that item/job for each week or part thereof, subject to a ceiling of 10% of the total contract value (excluding all taxes & duties and other charges). In the event of LD exceeds 10% of the order value, WTL reserves the right to terminate the contract and WTL will get the job completed by any other competent party. The difference of cost incurred by WTL will be recovered from the contractor and PBG will be invoked.

Software Development and customization: LD clause:

0.5% of the total Software bill value of this segment for every week delay in meeting the delivery schedule

Hardware and IT Infrastructure: LD clause:

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0.5% of the total Hardware & IT Infrastructure bill value of this segment for every week delay in meeting the delivery schedule 1.0% of the total year wise SLA bill value for the Hardware segment for every cumulative machine-hour (machine x hour) fault rectification delay beyond the response time fixed in the SLA

The maximum deductible is capped at 10% of the total year wise SLA value.

Call center Infrastructure Deployment: LD clause:

0.5% of the total Call center infrastructure bill value of this segment for every week delay in meeting the delivery schedule

Manpower Recruitment & Deployment: LD clause:

0.5% of the total Quarterly Operations bill value for every week delay in meeting the approved recruitment schedule of the approved plan.

Operations and Maintenance services

0.5% of the total quarterly operations bill value for not meeting SLAs as defined in this tender document

Contract Termination Clause: -

Termination possibility of CSP in the case of multiple cases of failure to meet SLA terms beyond monthly commitments for 6 continuous months. WTL reserves the right to terminate the contract and WTL will get the job completed by any other competent party. The difference of cost incurred by WTL will be recovered from the contractor and PBG will be invoked.

5.17. Liability

In case of a default on bidder's part or other liability, WTL shall be entitled to recover damages from the Contractor. In each such instance, regardless of the basis on which WTL is entitled to claim damages from the Contractor (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), Contractor shall be liable for no more than:

- Payment referred to in the Patents and Copyrights clause.
- Liability for bodily injury (including death) or damage to real property and tangible personal property limited to that cause by the Contractor's negligence.
- As to any other actual damage arising in any situation involving non-performance by Contractor pursuant to or in any way related to the subject of this Agreement, the charge paid by WTL for the individual product or Service that is the subject of the Claim. However, the contractor shall not be liable for
- For any indirect, consequential loss or damage, lost profits, third party loss or damage to property or loss of or damage to data.
- For any direct loss or damage that exceeds the total payment for Contract Price made or expected to be made to the Contractor hereunder.

5.18. Patents & Copyright

If a third-party claim that a product delivered by the Contractor to WTL infringes that party's patent or copyright, the Contractor shall defend WTL against that claim at Contractor's expense and pay all costs, damages, and attorney's fees that a court finally awards or that are included in a settlement approved by the Contractor, provided that WTL.

- Promptly notifies Contractor in writing of the claim

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- Allows Contractor to control and co-operate with Contractor in the defence and any related settlement negotiations.

Remedies: If such a claim is made or appears likely to be made, WTL would permit Contractor to enable WTL to continue to use the product, or to modify it, or replace it with one that is at least functionally equivalent. If Contractor determines that none of these alternatives is reasonably available, WTL agrees to return the product to Contractor on Contractor's written request. Contractor will then give WTL a credit equal to for a machine. WTL's net book value (provided WTL has followed generally accepted accounting principles for a generally available software product produced by Contractor (Program) the amount paid by WTL or 12 months charges (whichever is lesser) and for materials the amount paid by WTL for the materials. These will be Contractor's entire obligation regarding any claim of infringement.

5.19. Suspension of Work

WTL shall have the power at any time and from time to time by notice to the Contractor to delay or suspend the progress of the work or any part of the work due to any other adequate reasons and on receipt of such notice the contractor shall forthwith suspend further progress of the work until further notice from WTL. The Contractor shall recommence work immediately after receiving a notice to do so from WTL. The whole or any part of the time lost for such delay or suspension shall, if WTL in its absolute discretion thinks fit, but not otherwise, be added to the time allowed for completion.

5.20. Terms of Payment

A scheduled payment shall be made on back to back basis, by WTL, as per the following schedule:

- 10% Mobilization advance against Advance Bank Guarantee valid for one year.
- 10% on Go-Live and start of operations as per the requirements and successful acceptance of all components, by WTL.
- Operations: payable in 16 quarterly instalments for a period of 48 months from the date of Go-Live.
 - Payment shall be made after every 3 months, (quarterly) for the monthly operation expenses after adjustment/deduction of the penalty for non-compliance to SLAs agreed upon in the contract.
 - 5% of the total contract value shall be payable each quarter based on the proof of resources deployed for the period for Call center and Validation unit.
 - The successful bidder must submit the salary statement, PF & ESI statements of all resources deployed during the quarter for a period of 3 months in support of their claim.

All Payments mentioned above are subject to approval of the Government and on the basis of the services provided as per the SLAs agreed upon in the contract to be signed with the successful bidder.

5.21. Governing Laws

This contract should be governed by and interpreted by Arbitration clause in accordance with Laws in force in India. The courts at Kolkata shall have exclusive jurisdiction in all matters arising under the contract. The selected vendor shall keep himself fully informed of all current national,

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state and municipal law and ordinances. The selected vendor shall at their own expense, obtain all necessary permits and license and pay all fees and taxes required by law. These will be selected vendor's entire obligation regarding any claim of infringement. The selected vendor hereto agrees that it shall comply with all applicable union, state and local laws, ordinances, regulations and codes in performing its obligations hereunder, including the procurement of licenses, permits certificates and payment of taxes where required. The selected vendor shall establish and maintain all proper records (particularly, but without limitation, accounting records) required by any law, code/practice of corporate policy applicable to it from time to time including records and returns as applicable under labour legislation.

5.22. CORRUPT OR FRAUDULENT

The Tender Committee requires that the bidders under this Tender observe the highest standards of ethics during the procurement and execution of such contracts. For this purpose, the definition of corrupt and fraudulent practices will follow the provisions of the relevant laws in force. The Tender Committee will reject a proposal for award if it detects that the bidder has engaged in corrupt or fraudulent practices in competing for the contract in question. The Tender Committee will declare a firm ineligible, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract.

5.23. BINDING CLAUSE

All decisions taken by the Tender Committee regarding the processing of this tender and award of contract shall be final and binding on all parties concerned.

The Tender Committee reserves the right:

- To vary, modify, revise, amend or change any of the terms and conditions mentioned above and,
- To reject any or all the Tender/s without assigning any reason whatsoever thereof or to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

5.24. Workmen's Compensation

In every case in which by virtue of the provision of the workmen's compensation Act 1923 or any other relevant acts and rules, compensation to a workman employed by the contractor, is payable, then this should be done by the Contractor. If WTL is obliged to make any compensation under the said rules and acts, then the amount shall be recovered without prejudice, from the bills and due of the Contractor. WTL shall not be bound to contest any claim made against the Contractor in respect of workmen's compensation.

5.25. Contractor's Employees

The Contractor shall comply with the provision of all labour legislation including the requirement of the payment of Wage Act 1936 and the rules framed there under and modifications thereof in respect of men employed by him in carrying out the contract. The Contractor must ensure that he complies with PF, ESI regulation for all his deployed employees. The Contractor shall see that all authorized Sub Contractors under him similarly complied with the above requirement.

5.26. Safety Measures

The Contractor shall in the course of execution of the work take all necessary precaution for the protection of all persons and property. The Contractor shall take adequate measures to protect the work and prevent accident during the work. In the event of any accident to any person or persons or damage or injury of any description to any person or property due to failure on the part of the contractor in taking proper precautionary measures the contractor shall be responsible for and must make good the loss the damage at his own cost to the satisfaction of the department and employees of the department shall be indemnified from all claims or liabilities arising there from or any expenses incurred on account thereof.

5.27. Equipment

All tools & tackles necessary for the work shall have to be procured by the contractor unless otherwise specified elsewhere in these tender documents. The equipment used by the contractor for a particular work must be appropriate for the type of work. The contractor shall maintain the equipment used on the work properly so that they are in good working condition. In no case shall the contractor use defective or imperfect equipment in the work. The contractor shall arrange to replace or repair all defective equipment so that the progress of the work is not hampered. No defective equipment should be left at the site of work and the department shall not be responsible for any loss or damage to any of these equipment during the course of the execution of the work.

5.28. CONSORTIUM

Bids may also be submitted by joint venture firms/consortium (having not more than three partners with one partner as lead partner) with requisite qualification of the Members as per the Annex 6.8

5.29. Termination for Default

WTL may without prejudice to any other remedy or right of claim for breach of contract by giving not less than 30 days written notice of default sent to the contractor, terminate the order in whole or in part. If the contractor materially fails to render any or all the services within the time period specified in the contract or any extension thereof granted by WTL in writing and fails to remedy its failure within a period of thirty days after receipt of default notice from WTL. If the project (delivery, commissioning as well as warranty maintenance support is not carried out according to specification due to deficiency in service as per terms of the contract. In such case WTL will invoke the amount held back from the contractor as PBG.

5.30. Bankruptcy

If the contractor becomes bankrupt or have a receiving order made against him or compound with his creditors or being a corporation commence to be wound up, not being a voluntary winding up for the purpose only or amalgamation or reconstruction, or carry on their business under a receiver for the benefit of their creditors or any of them, WTL shall be at liberty to terminate the engagement forthwith without any notice in writing to the contractor or to the liquidator or receiver or to any person in whom the contractor may become vested and without any compensation to give such liquidator or receiver or other person the option of carrying out the engagement subject to their providing a guarantee for the due and faithful performance of the engagement up to an amount to be determined by WTL.

5.31. Force Majeure

It is hereby defined as any cause, which is beyond the control of the Contractor or WTL as the case may be, which such party could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as

- War, Hostilities or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy and civil war.
- Rebellion, revolution, insurrection, mutiny, usurpation of civil or military, government, conspiracy, riot, civil commotion and terrorist area.
- Confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de facto authority or ruler, or any other act or failure to act of any local state or national government authority.
- Strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage of power supply epidemics, quarantine and plague.
- Earthquake, landslide, volcanic activity, fire flood or inundation, tidal wave, typhoon or cyclone, hurricane, nuclear and pressure waves or other natural or physical disaster.

If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances of the event of Force Majeure within fourteen days after the occurrence of such event. The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed.

The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure upto its or their performance of the Contract and to fulfill its or their obligation under the Contract but without prejudice to either party's right to terminate the Contract.

No delay or non-performance by either party to this Contract caused by the occurrence of any event of Force Majeure shall.

- Constitute a default or breach of the contract.
- Give rise to any claim from damages or additional cost or expense occurred by the delay or non-performance. If, and to the extent, that such delay or non-performance is caused by the occurrence of an event of Force Majeure.

5.32. Insurance Coverage

Appropriate insurance to cover all solution components for the transit period and until the time of its acceptance at the respective site is to be taken by the contractor. As the contractor will carry the risk for the material in his books during transit, the contractor should arrange insurance for the total system as period from the dispatch till Acceptance Test is successfully achieved. Further the contractor is to take all required insurance coverage in respect of all its personnel who shall be working on this engagement.

5.33. Acceptance & Go Live

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The bidder will assist in successful completion of Final Acceptance Testing (FAT) and audit of the system on the completion of the roll-out of each phase and will submit a Go-Live Report. The Final Acceptance Testing (FAT) for rolled-out solution shall be tested for both remotely & onsite basis.

The Software application tested for Final Acceptance Testing (FAT) for a period of one month for Stabilization, Reliability & Consistency of the solution. for the solution to be declared for Go-Live. The application & resources should be well equipped such that bidder is able to comprehensively meet the SLA / performance requirements. The Final Acceptance Testing (FAT) for the proposed solution shall be tested for both remote & onsite functionality.

Go-Live - Go-Live shall be declared by WTL when the proposed solution becomes operational after successful conclusion of all acceptance tests to the satisfaction of the Department based on the Go-Live Report prepared by the Service provider.

Sign-off for the following deliverables is mandatory for Go-live

- FAT Report signed off from the concerned department
- Go-Live report

5.34. Operation and Maintenance Services

This phase starts from the successful completion of "Go-Live". The bidder is responsible for the Comprehensive maintenance of all components of the project for the Contract period of 2 years (48 Months) from the date of Go-Live. The operation and maintenance services shall be governed by the terms of the Service Level Agreement to be signed off between WTL and the Service Provider.

Service provider shall submit monthly performance report with SLA compliance report for review and acceptance of the WTL PMU.

5.35. Performance Bank Guarantee (PBG)

As a guarantee for timely delivery, installation and commissioning of equipment as well as performance of on-site warranty support, as mentioned in Bill of Material, from the date of final acceptance of systems and pertaining to proper running of the systems, the bidder will have to submit 3% of the contract value as security in the form of Performance Bank Guarantee from any nationalized bank as per format enclosed (Annex 6.6).

5.36. SI/BIDDER/Contractor's Responsibilities

Refer Section – A (BACKGROUND & OBJECTIVE OF THE PROJECT)

5.37. No Waiver of Rights

Neither the inspection by WTL or any of their agents nor any order by WTL for payment of money or any payment for or acceptance of the whole or any part of the works by WTL, nor any extension of time, nor any possession taken by WTL shall operate as a waiver of any provision of the contract or of any power reserved to WTL, or any right to damages here in provided, nor shall any waiver of any breach in the contract be held to be a waiver of any other subsequent breach.

5.38. Grafts, Commissions, Gifts, etc.

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It is the Purchaser's policy to require that bidders, suppliers, contractors and consultants under contracts, observe the highest standard of ethics during the procurement and execution of such contracts. Any graft, commission, gift or advantage given, promised or offered by or on behalf of the contractor or his partner, agent, officers, director, employee or servant or any one on his or their behalf in relation to the obtaining or to the execution of this or any other contract with WTL shall in addition to any criminal liability which it may incur, subject the contractor to the cancellation of this and all other contracts and also to payment of any loss or damage to WTL resulting from any cancellation. WTL shall then be entitled to deduct the amount so payable from any monies otherwise due to the contractor under contract.

5.39. Enforcement of Terms

The failure of either party to enforce at any time any of the provision of this contract or any rights in respect thereto or to exercise any option here in provided shall in no way be construed to be a waiver to such provisions, rights or options or in any way to affect the validity of the contract. The exercise by either party of any of its rights herein shall not preclude or prejudice either party from exercising the same or any other right it may have hereunder.

5.40. Period of Validity of Offer

For the purpose of placing the order, the proposals/bid shall remain valid till 180 days. During the period of validity of proposals, the rates quoted shall not change. In exceptional circumstances, WTL may ask for extension of the period of validity and such a request shall be binding on Bidders. WTL's request and the response to such a request by various Bidders shall be in writing. A Bidder agreeing to such an extension will not be permitted to increase its rates.

5.41. Taxes & Duties

- The prices shall be inclusive of all taxes & levies including GST and other statutory duties as applicable. Rate of taxes should be indicated separately in the Price Bid.
- Contract Price specified in Price Bid should be based on the taxes & duties and charges prevailing at the date one day prior to the last date of Bid submission.
- Statutory deduction, wherever applicable, shall be made from invoice as per government rules. Necessary certificate will be issued for such deductions.
- Bidder submitting a bid shall produce valid statutory documents / certificates with respect to GST, Income Tax, ROC, Prof. Tax, Trade License, etc. All such documents / certificates shall remain valid on the last date of tender submission.
- In case of inter-state transaction, WTL will provide "Waybill". However, statutory charges, if any will be borne by the bidder.
- GST component of the invoice of the bidder may be kept on hold in case there is any mismatch / irregularity in GST return filing on the part of the bidder.

5.42. Discrepancies in Bid

- Discrepancy between description in words and figures, the rate which corresponds to the words quoted by the bidder shall be taken as correct.
- Discrepancy in the amount quoted by the bidder due to calculation mistake of the unit rate then the unit rate shall be regarded as firm.
- Discrepancy in totalling or carry forward in the amount quoted by the bidder shall be corrected.

5.43. Bid Due Date

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The online tender has to be submitted not later than the due date and time specified in the Important Dates Sheet. WTL may at its discretion on giving reasonable notice by fax, or any other written communication to all prospective bidders who have been issued the bid documents, extend the bid due date, in which case all rights and obligations of the WTL and the bidders, previously subject to the bid due date, shall thereafter be subject to the new bid due date as extended.

5.44. Late Bid

Any proposal received by WTL after the deadline for submission of proposals may not be accepted.

5.45. Opening of Bid by WTL

Bids shall be opened and downloaded electronically through operation of the process in the e-Tender portal in presence of Tender Committee. Bidders interested to remain present during electronic bid opening may attend the bid opening session at WTL premises at scheduled date & time.

5.46. Contacting WTL

Bidder shall not approach WTL officers beyond office hours and/or outside WTL office premises from the time of the Bid opening to the time of finalization of successful bidder. Any effort by bidder to influence WTL office in the decision on Bid evaluation, bid comparison or finalization may result in rejection of the Bidder's offer. If the bidder wishes to bring additional information to the notice of WTL, must be in writing following the procedure mentioned hereinabove.

5.47. WTL's Right to Reject any or all Bids

WTL reserves the right to reject any bid and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

5.48. Bid Currencies

Prices shall be quoted in Indian Rupees, inclusive of all prevailing taxes, levies, duties, cess etc.

5.49. Price

The price bid to be submitted by bidders shall meet the following:

- Price should be quoted in the BOQ format only. No deviation is acceptable.
- Price quoted should be firm, inclusive of packing, forwarding, insurance and freight charges.
- Percentage/specified amount of taxes & duties should be clearly mentioned otherwise WTL reserves the right to reject such vague offer.

5.50. Canvassing

Canvassing or support in any form for the acceptance of any tender is strictly prohibited. Any bidder doing so will render him liable to penalties, which may include removal of this name from the register of approved Contractors.

5.51. NON-TRANSFERABILITY OF TENDER

This tender document is not transferable.

5.52. Formats and Signing of Bid

The original and all copies of the proposals shall be neatly typed and shall be signed by an authorized signatory(ies) on behalf of the Bidder. The authorization shall be provided by written Power of Attorney accompanying the proposal. All pages of the proposal, except for un-amended printed literature, shall be initialled by the person or persons signing the proposal. The proposal shall contain no interlineations, erase or overwriting. In order to correct errors made by the Bidder, all corrections shall be done & initialled with date by the authorized signatory after striking out the original words/figures completely.

5.53. Withdrawal of Bid

Bid cannot be withdrawn during the interval between their submission and expiry of Bid's validity period. Fresh Bid may be called from eligible bidders for any additional item(s) of work not mentioned herein, if so required.

5.54. Interpretation of documents

If any bidder should find discrepancies or omission in the specifications or other tender documents, or if he should be in doubt as to the true meaning of any part thereof, he shall make a written request to the tender inviting authority for correction/clarification or interpretation or can put in a separate sheet along with his technical bid document.

5.55. SPLITTING OF THE CONTRACT AND CURTAILMENT OF WORK

WTL reserve the right to split up and distribute the work among the successful bidders and to curtail any item of work in the schedule partly or fully.

5.56. Preparation of Tender

Tender shall be submitted in accordance with the following instructions:

- Tenders shall be submitted in the prescribed forms. Digital signatures shall be used. Where there is conflict between the words and the figures, the words shall govern.
- All notations must be in ink or type written. No erasing or overwriting will be permitted. Mistakes may be crossed out and corrections typed or written with ink adjacent thereto and must be initialed in ink by the person or persons signing the tender.
- Tenders shall not contain any recapitulation of the work to be done. Alternative proposals will not be considered unless called for. No written, oral, telegraphic or telephonic proposals for modifications will be acceptable.
- Tenders shall be uploaded as notified on or before the date and time set for the opening of tenders in the Notice Inviting Tenders.
- Tenders subject to any conditions or stipulations imposed by the bidder are liable to be rejected.
- Any bidder may withdraw his tender by written request at any time prior to the scheduled closing time for receipt of tenders and not thereafter.

5.57. Pre-Dispatch Instruction

All materials / equipment supplied against the purchase order shall be subjected to Inspection, check and /or test by the authorized representative from WTL.

5.58. Final Inspection

WEBEL TECHNOLOGY LIMITED

Final inspection will be carried by the authorized representative from WTL.

5.59. Site Inspection

Bidder can inspect (at their own cost) the sites if required, for which they have to take necessary permission from WTL in writing. WTL will take at least four days to organize such permission.

5.60. ERASURES OR ALTERNATIONS

The offers with overwriting and erasures may make the tender liable for rejection if each of such overwriting/erasures/manuscript ions is not only signed by the authorized signatory of the bidder. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure/manual" is not acceptable. The Customer may treat offers not adhering to these guidelines as unacceptable. The Customer may, at its discretion, waive any minor non-conformity or any minor irregularity in the offer. This shall be binding on all bidders and the Tender Committee reserves the right for such waivers.

5.61. COMPLIANCE WITH LAW

The contractor hereto agrees that it shall comply with all applicable union, state and local laws, ordinances, regulations and codes in performing its obligations hereunder, including the procurement of licenses, permits certificates and payment of taxes where required. The contractor shall establish and maintain all proper records (particularly, but without limitation, accounting records) required by any law, code/practice of corporate policy applicable to it from time to time including records and returns as applicable under labor legislation.

5.62. CLARIFICATION OF BIDS

During evaluation of the bids, the Customer/Tender Committee, at its discretion may ask the bidder for clarification of its bid. The request for the clarification and the response shall be in writing (fax/email) and no change in the substance of the bid shall seek offered or permitted.

5.63. Quality Control

- The contractor is obliged to work closely with WTL and/or MPI&GC, act within its authority and abide by directive issued by them on implementation activities.
- The contractor will abide by the safety measures and free WTL and MPI&GC from all demands or responsibilities arising from accident/loss of life, the cause of which is due to their negligence. The bidder will pay all indemnities arising from such incidents and will not hold WTL and MPI&GC responsible.
- The contractor will treat as confidential all data and information about the system, obtained in the execution of its responsibilities in strict confidence and will not reveal such information to any party without the prior written approval of WTL/ CRMU PMU.
- WTL reserves the right to inspect all phases of contractor's operation to ensure conformity to the specifications. WTL shall have engineers, inspectors or other duly authorized representatives made known to the contractor, present during the progress of the work and such representatives shall have free access to the work at all times. The presence or absence of representatives of WTL does not relieve the contractor of the responsibility for quality control in all phases.

WEBEL TECHNOLOGY LIMITED

- The Court of Kolkata only will have the jurisdiction to deal with and decide any legal matters or dispute whatsoever arising out of the contract.

5.64. SERVICE LEVEL FOR SUPPORT (SLA) & PENALTIES

The successful bidder shall submit all the reports as mutually agreed between WTL and CSP before the payment of that period. These reports may include but shall not be limited to:

- Service Level Agreements
- Penalties
- Inbound & Outbound call details
- Staffing related Report
- Any other report as requested by MPI & GC

5.64.1. Part-I (Call Centre Unit)

Service disruption is defined as the events and parameters due to which Call Centre services are complete/partial unavailable for callers. The service disruption parameters are defined below:

Sl.No.	SLA Parameter	Target Performance	Description	Penalty
1	System Availability	99%	The grievance should be uploaded to the portal within mutually agreed upon timeline to be submitted before the start of the project. Measuring as Total downtime minutes / Total minutes in a month. For example, if there were 120 minutes in a month when system wasn't working in a month of 31 days, availability will be $[100 - \{120 / (31 \text{ days} \times 24 \text{ hours} \times 60 \text{ minutes})\} \times 100] = 99.73\%$	As per Penalty clause given below.
2	Call grievance feedback	100%	The feedback on grievances resolution through an outbound call is to be adhered to within 24 hours of receiving conclusive ATR from HoDs.	As per Penalty clause given below.
3	Weekly and Monthly Report	Every Monday morning - Weekly Reports and last Day of the month - Monthly Report	As mentioned in the SLA, timeline of other deliverables like citizen satisfaction survey, 'govt. Insights', reports needed from time to time etc., must be adhered to as directed by the supervising authority. A zero-tolerance policy is to be followed to ensure that no calls are left unattended and a strictly professional approach is followed for every citizen interaction.	As per Penalty clause given below.

5.64.2. Penalties (Call Centre Unit)

WEBEL TECHNOLOGY LIMITED

- If the system is not available, the following matrix may be followed to calculate the penalty,

% Availability	Penalty as % of monthly payment towards call centre clause
Greater than equal to 99.73%	Nil, subject to written justification
Between 97.5-99.73%	0.05
Between 95-97.5	0.08

- For levying penalty on non-performance, Monthly Payment of Operations & maintenance phase would be considered for calculation purpose. A penalty would be deducted from the respective monthly payment being made to the applicant. As mentioned in the SLA grievance receive, follow-up and upload need to be completed within the timeline. Otherwise, it will be addressed with a 'show cause' letter. Inability to justify will lead to the maximum penalty act.
- Sharing of any type of data with an external entity will dilute the agreement of an individual or agency with MPI & GC and or WTL.
- Breaching confidentiality terms mentioned in ToR will be considered an offence. It may dilute the agreement of an individual or agency with MPI & GC, and or WTL.

5.64.3. Part-II (Validation Unit)

Service disruption is defined as the events and parameters due to which validation of data / collection of inputs on efficacy of government schemes at physical level is not taking place in any particular geographical area of the state. The service disruption parameters are defined below:

Sl. No.	SLA Parameter	Target Performance	Description	Penalty
1	No of engagement with the community	5 validation enquiries and 5 inputs about government schemes /week per Field Executive	Conducting 5 As per Penalty Validation enquiries and collecting 5 ground reports per week per field executive.	As per Penalty clause given below.
2	Weekly and Monthly Report	Every Monday morning - Weekly Reports and last Day of the month - Monthly Report	Submitting information inputs collated from all over the state and key findings	As per Penalty clause given below.
3	Strategy Report	1 per 6 months	Submitting key findings, area wise, based entirely on insights gained from field visits.	As per Penalty clause given below.

5.64.4. Penalties (Validation Unit)

- For any deviation of more than 10 % in a month 2% of the monthly billable to be deducted. For any higher deviation deduction, up to 25% will be done subject to maximum of 1 Lakh rupees.

WEBEL TECHNOLOGY LIMITED

- The purpose of this Performance assessment or Service Level is to clearly define the levels of service, which shall be provided by the selected bidder to the MPI & GC for the duration of the Agreement against the stated scope of work. WTL shall regularly review the performance of the services being provided by the selected bidder and the effectiveness of services rendered.
- The authorities shall evaluate the performance of the selected bidder based on the quality of the services rendered as well as feedback received by the officials concerned at WTL. Their decision shall be binding in this regard. If during execution of the assigned work, following problems are found, then a penalty of 2% of monthly billing per breach (subject to maximum of 25%) may be imposed by the Cell.
 1. Delays in deliverables
 2. Not assigning adequate resources on time
 3. Not engaging resources on a dedicated basis, even when required
 4. Assigning resources that do not meet the requirements of WTL
 5. The work is either incomplete or not completed satisfactorily as per the approved time schedule or the quality of deliverable.
 - For any reports in a pre-discussed existing format the acceptable time line is 24 hours from request. For customized report a timeline of 48 hours is admissible. Failing which 2% of monthly billable per incident.
 - Sharing of any type of data with an external entity without consent of MPI&GC will make the agreement of an individual or agency with MPI & GC, null and void, with consequent civil and criminal liabilities.
 - Breaching confidentiality terms mentioned in ToR will be considered a crime. It may dilute the agreement of an individual or agency with MPI & GC.

5.65. General Terms

- All the documents to be submitted by the bidder along with their offer should be duly authenticated by the person signing the offer and if at any point of time during procurement process or subsequently it is detected that documents submitted are forged/tampered/manipulated in any way, the total responsibility lies with the bidder and WTL reserves the full right to take action as may be deemed fit including rejection of the offer and such case is to be kept recorded for any future dealing with them.
- No Technical/Commercial clarification will be entertained after opening of the tender.
- Quantity mentioned in the tender document is indicative only and orders shall be placed subject to actual requirement. WTL reserve the right to increase or decrease the quantity specified in the tender.
- WTL reserve the right to reject or accept or withdraw the tender in full or part as the case may be without assigning the reasons thereof. No dispute of any kind can be raised the right of buyer in any court of law or elsewhere.
- WTL reserve the right to ask for clarification in the bid documents submitted by the bidder. Documents may be taken if decided by the committee.
- Supporting technical brochures/catalogues indicating each feature in respect of offered model and make must be submitted along with the offer, in absence of which the offer is liable to be ignored.

WEBEL TECHNOLOGY LIMITED

- No dispute by the bidders in regard to Technical/Commercial points will be entertained by WTL and decision taken by the Tender Committee will be final.
- Discrepancy in the amount quoted by the bidder due to calculation mistake, the unit rate shall be regarded as firm and the totalling or carry in the amount quoted by the bidder shall be corrected accordingly.
- The price offers shall remain firm within the currency of contract and no escalation of price will be allowed.
- The acceptance of the tender will rest with the accepting authority who is not bound to accept the lowest or any tender and reserves the right to reject in part or in full any or all tender(s) received and to split up the work among participants without assigning any reason thereof.
- The customer/WTL at its discretion may extend the deadline for the submission of Bids.
- The Court of Kolkata only will have the jurisdiction to deal with and decide any legal matters or dispute whatsoever arising out of the contract.

SECTION – F

6. ANNEXURES

6.1. Prebid Query Format

If the applicant, desiring to respond to RFP for Implementation of Call Centre for WTL requires any clarifications on the points mentioned in the RFP, it may use the following format.

All questions received before the last date and time for submission of Pre- Application Queries stipulated in the RFP will be formally responded to and questions/points of clarification and the responses will be circulated to all participating bidders if required. The source (identity) of the applicant seeking points of clarification will not be revealed. Alternatively, MPI&GC may at its discretion, answer all such queries in the Pre-application meeting.

Sl. No.	Page No.	Section and point No.	RFP Particulars	Remarks

Place:

Date: Seal and signature of the bidder

(This letter should be on the letterhead of the applicant duly signed by an authorized signatory)

WEBEL TECHNOLOGY LIMITED

6.2. BID FORM

(Bidders are requested to furnish the Bid Form in the Format given in this section, filling the entire Blank and to be submitted on Letter Head in original)

To

Webel Technology Limited
Plot – 5, Block – BP, Sector - V,
Salt Lake City,
Kolkata – 700091.

Sub: BID APPLICATION FORM

Dear Sir,

- We the undersigned bidder/(s), having read and examined in details the specifications and other documents of the subject tender no. WTL/PAR/CRMU/22-23/0000000000 dated DD/MM/YYYY, do hereby propose to execute the job as per specification as set forth in your Bid documents.
- The prices of all items stated in the bid are firm during the entire period of job irrespective of date of completion and not subject to any price adjusted as per in line with the bidding documents. All prices and other terms & conditions of this proposal are valid for a period of 180 (one hundred eighty) days from the date of opening of bid. We further declare that prices stated in our proposal are in accordance with your bidding.
- We confirm that our bid prices include all other taxes and duties and levies applicable on bought out components, materials, equipment and other items and confirm that any such taxes, duties and levies additionally payable shall be to our account.
- Earnest Money Deposit: We have enclosed the EMD remittance details/BG/FDR for a sum of Rs. 1,29,75,600.00/-.
- We declare that items shall be executed strictly in accordance with the specifications and documents irrespective of whatever has been stated to the contrary anywhere else in our proposal. Further, we agree that additional conditions, deviations, if any, found in the proposal documents other than those stated in our deviation schedule, save that pertaining to any rebates offered shall not be given effect to.
- If this proposal is accepted by you, we agree to provide services and complete the entire work, in accordance with schedule indicated in the proposal. We fully understand that the work completion schedule stipulated in the proposal is the essence of the job, if awarded.
- We further agree that if our proposal is accepted, we shall provide a Performance Bank Guarantee of the value equivalent to ten percent (3%) of the Order value as stipulated in Financial Bid (BOQ).

WEBEL TECHNOLOGY LIMITED

- We agree that WTL reserves the right to accept in full/part or reject any or all the bids received or split order within successful bidders without any explanation to bidders and his decision on the subject will be final and binding on Bidder.

Dated, thisday of2022

Thanking you, we remain,
Yours faithfully

.....
Signature

.....
Name in full

.....
Designation

Signature & Authorized Verified by

.....
Signature

.....
Name in full

.....
Designation

.....
Company

6.3. COVER LETTER

RFP No: WTL/PAR/CRMU/22-23/032

Date: 03.01.2023

To

Webel Technology Limited
Plot – 5, Block – BP, Sector - V,
Salt Lake City,
Kolkata – 700091.

Sir,

Sub: WTL/PAR/CRMU/22-23/032 dated 03.01.2023

Having examined the RFP documents including all annexures the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Call Centre services to MPI&GC as mentioned in RFP document in conformity with the said RFP documents in accordance with the Application and made part of this RFP.

We understand that the RFP provides generic specifications about all the items and it has not been prepared by keeping in view any specific applicant.

We understand that the RFP floated by WTL is a confidential document and we shall not disclose, reproduce, transmit or make available it to any other person.

We have read, understood and accepted the Terms/ Conditions/ Rules mentioned in the RFP. Until a formal contract is prepared and executed, this RFP offer, together with WTL's written acceptance thereof and WTL's notification of award, shall constitute a binding contract between us.

We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We have never been barred/black-listed by any regulatory / Statutory Authority/PSU/Government undertaking in India.

We also understand that the whole applying exercise may be scrapped without assigning any reason and it is acceptable to us.

This Application, together with your written acceptance thereof and your notification of award, shall constitute a binding contract between us.

We certify that we have provided all the information requested by WTL in the format requested for. We also understand that WTL has the exclusive right to reject this offer in case WTL is of the opinion that the required information is not provided or is provided in a different format. It is also confirmed that the information submitted is true to our knowledge and WTL reserves the right to reject the offer if anything is found incorrect.

WEBEL TECHNOLOGY LIMITED

Place:

Date:

Seal and signature of the bidder

WEBEL TECHNOLOGY LIMITED

6.4. CONFIRMATION OF PRE-QUALIFICATION CRITERIA

(On Applicant's Letter Head)

Date:

To

Webel Technology Limited
Plot – 5, Block – BP, Sector - V,
Salt Lake City,
Kolkata – 700091.

Sir,

Sub: WTL/PAR/CRMU/22-23/032

Sl. No.	Pre-Qualification Criteria	Documents Required
3.1.A	The bidder(s) must be a company registered under Companies Act, 1956/2013 or Partnership or LLP or OPC or Proprietary Firm.	Certificate of Incorporation
3.1.B	The bidder (prime bidder in case of consortium) should have been operating for the last five (05) years in India.	Certificate of Incorporation
3.1.C	The bidder(s) should have valid GST Registration Certificate & PAN.	Scanned copies of the documents, attested by the authorized signatory of the bidder.
3.1.D	The Bidder (Prime Bidder in case of consortium) providing BPO/Call Centre services must have registered itself with Department of Telecommunication (DoT)/TRAI.	Copy of DOT/ TRAI certificate for the proposed sites
3.1.E	The Bidder (any other Bidder in case of consortium) must have minimum 200 full time call center employees on their payroll at the date of bidding.	Undertaking from HR department, supported by PF and ESI statement for the last 3 months.
3.1.F	The bidder shall not have been blacklisted by any State/Central Government or PSU Organization or bilateral/multilateral funding agencies for breach of ethical conduct or fraudulent practices within the last five (5) years, counted from 31st March 22.	Declaration on bidder's letter head to be submitted.
3.2.A	The bidder (Prime bidder in case of consortium) should have an average annual turnover of not less than Rs. 30 Crore in the last three financial years (FY 2019-20, 2020-21, 2021-22).	Audited Financial Statements for 2019-20, 2020-21, 2021-22 Or Certificate from the chartered accountant.
3.2.B	The bidder (any bidder in case of consortium) shall have undertaken "Similar Nature of work"	As per Section 3.2 B of bid document

Place:

Date:

Seal and signature of the bidder

(This letter should be on the letterhead of the bidder duly signed by an authorized signatory)

WEBEL TECHNOLOGY LIMITED

6.6 PROFORMA FOR PERFORMANCE BANK GUARANTEE

(On non-judicial stamp paper of appropriate value to be purchased in the name of executing Bank)

PROFORMA OF BANK GUARANTEE FOR SECURITY DEPOSIT –CUM-PRFORMANCE GUARANTEE

Ref Bank Guarantee
no.....

Date.....

PROFORMA OF BG FOR EMD/SECURITY DEPOSIT

KNOW ALL MEN BY THESE PRESENTS that in consideration of WEBEL TECHNOLOGY LIMITED, a Government of West Bengal Undertaking incorporated under the Companies Act, 1956 having its Registered office at Webel Bhavan, Block EP&GP, Sector V, Kolkata-700 091 (hereinafter called "The Purchaser") having agreed to accept from _____(hereinafter called "The Contractor") Having its Head Office at _____, a Bank guarantee for Rs. _____ in lieu of Cash Security Deposit for the due fulfillment by the Contractor of the terms & conditions of the Work Order No. _____ dated _____ issued by the Purchaser for _____(hereinafter called "the said work order _____ dated _____)". We _____ (Name & detailed address of the branch) (hereinafter called "the Guarantor") do hereby undertake to indemnify and keep indemnified the Purchaser to the extent of Rs. _____ (Rupees _____) only against any loss or damage caused to or suffered by the Purchaser by reason of any breach by the Contractor of any of the terms and conditions contained in the said Work Order No. _____ dated _____ of which breach the opinion of the Purchaser shall be final and conclusive.

(2) AND WE, _____ DO HEREBY Guarantee and undertake to pay forthwith on demand to the Purchaser such sum not exceeding the said sum of _____ Rupees _____) only as may be specified in such demand, in the event of the Contractor failing or neglecting to execute fully efficiently and satisfactorily the order for _____ Work Order no. _____, _____ dated _____

(3) WE _____ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said order as laid down in the said Work Order No. _____ dated _____ including the warranty obligations and that it shall continue to be enforceable till all the dues of the Purchaser under or by virtue of the said Work Order No. _____ dated _____ have been fully paid and its claims satisfied or is charged or till the Purchaser or its authorized representative certified that the terms and conditions of the said Work Order No. _____ dated _____ have been fully and properly carried out by the said contractor and accordingly discharged the guarantee.

WEBEL TECHNOLOGY LIMITED

(4) We _____ the Guarantor undertake to extend the validity of Bank Guarantee at the request of the contractor for further period of periods from time to time beyond its present validity period failing which we shall pay the Purchaser the amount of Guarantee.

(5) The liability under the Guarantee is restricted to Rs. _____ (Rupees _____) only and will expire on _____ and unless a claim in writing is presented to us or an action or suit to enforce the claim is filled against us within 3 months from _____ all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities (thereinafter)

(6) The Guarantee herein contained shall not be determined or effected by liquidation or winding up or insolvency or closer of the Contractor.

(7) The executants has the power to issue this guarantee on behalf of Guarantor and holds full and valid power of Attorney granted in his favour by the Guarantor authorizing him to execute the Guarantee.

(8) Notwithstanding anything contained herein above, our liability under this guarantee is restricted to Rs. _____ (Rupees _____) only and our guarantee shall remain in force up to _____ and unless a demand or claim under the guarantee is made on us in writing on or before _____ all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

WE, _____ lastly undertake not to revoke this guarantee during the currency except with the previous consent of the Purchaser in writing. In witness whereof we _____ have set and subscribed our hand on

this _____ day of _____.

SIGNED, SEALED AND DELIVERED

(Stamp of the executants)

WITNESS

(Name & address in full with Rubber Stamp)

WEBEL TECHNOLOGY LIMITED

INSTRUCTIONS FOR FURNISHING BANK GUARANTEE

- Bank Guarantee (B.G.) for Advance payment, Mobilization Advance, B.G. for security Deposit-cum-Performance Guarantee, Earnest Money should be executed on the Non-Judicial Stamp paper of the applicable value and to be purchased in the name of the Bank.
- The Executor (Bank authorities) may mention the Power of Attorney No. and date of execution in his/her favour with authorization to sign the documents. The Power of Attorney is to be witnessed by two persons mentioning their full name and address.
- The B.G. should be executed by a Nationalised Bank/ Scheduled Commercial Bank preferably on a branch located in Kolkata. B.G. from Co-operative Bank / Rural Banks is not acceptable.
- A Confirmation Letter of the concerned Bank must be furnished as a proof of genuineness of the Guarantee issued by them.
- Any B.G. if executed on Non-Judicial Stamp paper after 6 (six) months of the purchase of such stamp shall be treated as Non-valid.
- Each page of the B.G. must bear signature and seal of the Bank and B.G. Number.
- The content of the B.G. shall be strictly as Proforma prescribed by WTL in line with Purchase Order /LOI/ Work Order etc. and must contain all factual details.
- Any correction, deletion etc. in the B.G. should be authenticated by the Bank Officials signing the B.G.
- In case of extension of a Contract the validity of the B.G. must be extended accordingly.
- B.G. must be furnished within the stipulated period as mentioned in Purchase Order / LOI / Work Order etc.
- Issuing Bank / The Vendor are requested to mention the Purchase Order / Contract / Work Order reference along with the B. G. No. for making any future queries to WTL.

6.7. Undertaking for Data and Information Security

(On the Letterhead of the applicant)

Strictly Private and Confidential

To

Webel Technology Limited

Plot – 5, Block – BP, Sector - V,

Salt Lake City,

Kolkata – 700091.

Sir,

Sub: WTL/PAR/CRMU/22-23/032 DATED 03.01.2023

We acknowledge that during the course of Application evaluation and subsequent signing of the contract with the successful applicant against the request for Proposal (RFP) floated for Call Centre to MPI&GC, we shall have access to and be entrusted with Confidential Information. In this letter, the phrase "Confidential Information" shall mean information (whether of a commercial, technical, scientific, operational, administrative, financial, marketing, business, physical data, digital data or intellectual property nature or otherwise), whether oral or written, relating to MPI&GC and its business that is provided to us pursuant to this undertaking. In consideration of you making Confidential Information available to us, we agree to the terms set out below:

We shall treat all Confidential Information as strictly private and confidential and take all steps necessary (including but not limited to those required by this undertaking) to preserve such confidentiality.

We shall use the Confidential Information solely for the preparation of our response to the RFP and subsequently showcasing our capabilities to WTL and not for any other purpose. We shall not disclose any Confidential Information to any other person or firm, other than as permitted by MPI&GC.

We shall not disclose or divulge any of the Confidential Information to any other client of [name of product bidder/implementation partner].

This undertaking shall not prohibit the disclosure of Confidential Information:

To our partners/ directors and employees who need to know such Confidential Information to assist with the applying for RFP floated for Call Centre:

To the extent that such disclosure is required by law;

To the extent that such disclosure is required by any rule or requirement of any regulatory authority with which we are bound to comply; and to our professional advisers for the purposes of our seeking advice. Such professional advisers will be informed of the need to keep the information confidential.

Upon your request, we shall arrange delivery to you of all Confidential Information, and copies thereof that is in documentary or other tangible forms.

This undertaking shall not apply to Confidential Information that:

Is in the public domain at the time it is acquired by us; Enters the public domain after that, otherwise than as a result of unauthorized disclosure by us;

WEBEL TECHNOLOGY LIMITED

Is already in our possession prior to its disclosure to us; and is independently developed by us.

This undertaking shall continue perpetually unless and to the extent that you may release it in writing.

We warrant that we are acting as principal in this matter and not as FTE or broker for any person, company, or firm.

We acknowledge that no failure or delay by you in exercising any right, power or privilege under this undertaking shall operate as a waiver thereof nor shall any single or partial exercise thereof or the exercise of any other right, power, or privilege.

This undertaking shall be governed by and construed in accordance with Indian law and any dispute arising from it shall be subject to the exclusive jurisdiction of the Kolkata courts.

Yours sincerely

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Verified above signature Place:

Date: Seal and signature of the applicant

6.8. CONSORTIUM AGREEMENT

(TO be given on Rs.100 stamp paper)

This Consortium Agreement ("Agreement") is executed on this ___ day of _____, 2022 by and between [SEP], ("Lead Member"), a Company incorporated under the laws of [SEP] having its Registered Office at _____ (hereinafter called the "Lead Member", which expression shall include its successors, executors and permitted assigns) of the First Part; [SEP]

And [SEP]

_____, a Company incorporated under the laws of [SEP] having its Office Registered [SEP] at _____ (hereinafter called the "**Consortium Partner**", which expression shall include its successors, executors and permitted assigns) of the Second Part. [SEP]

(Each Member individually shall be referred to as the 'Member' or 'Party' and both the Members shall be collectively referred to as the "Members" or "Parties" in this Agreement).

WHEREAS, WTL has issued Tender No WTL/PAR/CRMU/22-23/0000000000 (hereinafter "The Tender") for Request for Proposal (RFP) Document For Invitation of Application for Setting up a Dedicated Call Centre for Monitoring of Program Implementation & Grievance Cell and invited bids for this purpose.

AND WHEREAS, the Tender stipulates that the Lead Member may enter into a Consortium Agreement with another Company I Corporate entity to fulfil the Technical Eligibility Criteria stipulated in Tender

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER

In consideration of the above premises and agreements all the Members in this Consortium agreement do hereby mutually agree as follows: ·

1. We, the Members of the Consortium and Members to the Agreement do hereby unequivocally agree

WEBEL TECHNOLOGY LIMITED

that _____ shall act as the Lead Member for the Consortium.

2. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all of their respective obligations. Each Member further undertakes to be individually liable for the performance of its part of the obligations envisaged in this Agreement.

3. Subject to the terms of this Agreement, the Consortium Partner shall be responsible for providing technical knowledge required for the Tender to the Lead Member. Furthermore, Lead member and Consortium Partner shall enter into a separate definitive agreement (hereinafter referred to as "Definitive Agreement") with each other defining respective rights, duties, obligations, liabilities, etc. of both the parties for the performance of the obligations as per the Tender.

4. This Agreement shall be construed and interpreted in accordance with the Laws of India and courts at Kolkata alone shall have the exclusive jurisdiction in all matters relating thereto and arising there under.

5. It is hereby further agreed that in case of being shortlisted, the Members do hereby agree that they shall abide by the terms & conditions of the Tender.

6. It is further expressly agreed that this Agreement shall be irrevocable and shall form an integral part of the bid submitted to WTL and shall remain in full force and effect until the date of occurrence of any of the following events or conditions. whichever shall first occur: -

- a) Termination of the Tender; [SEP]
- b) Rejection of Bid submitted by the Parties in consortium with each other; [SEP]
- c) Contract/Bid is awarded to a third party; [SEP]
- d) The Lead Member decides not to submit the Bid. [SEP]

6. 1 Consequences of Termination/ expiry [SEP]

(a) Each Party shall handover all information, documents, materials, Confidential Information of the other Party as may be provided by such other Party in accordance with the terms of this Consortium Agreement within 15 (fifteen) days of termination of this Consortium Agreement.

(b) The Consortium Partner shall maintain all data, all necessary and required records, registers and accounts in respect of the services provided and shall furnish the same to Lead Partner on request.

7. In case the Consortium is declared as successful bidder and Contract is awarded to the Consortium, then Lead Member and Consortium Partner shall enter into Definitive Agreement defining respective rights, duties, obligations, liabilities etc. of both the parties for the performance of the obligations as per Tender. Further, the Consortium Members shall continue to be members of the Consortium and continue

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to fulfil their respective obligations/scope of work under this Consortium Agreement post award of the Bid/Contract, for the duration specified in the Tender.

8. It is hereby expressly understood between the Members that no Member at any given point of time, may assign or delegate its rights, duties or obligations under this agreement without the explicit permission of WTL.

9. Each Party to this Consortium Agreement shall bear its respective costs, expenses and liabilities as a result of its obligations and efforts under this Agreement. Neither Party shall have any right to any reimbursement, payment or compensation of any kind from each other during the period prior to the award of the contract by WTL nor, any other contract executed in consequence of this Consortium Agreement. However, it is clarified that this clause shall not apply over the Definitive Agreement entered into between both the parties as per this agreement.

10. This Agreement^[SEP](a) has been duly executed and delivered on behalf of each Member hereto and constitutes the legal, valid, binding and enforceable obligation of each such Member; b) sets forth the entire understanding of the Members hereto with respect to the subject matter hereof: and^[SEP](c) May not be amended or modified except in writing signed by each of the Members and with prior written consent of WTL.

11. If at any time any dispute, differences or question arises between the Parties concerning the meaning, construction, interpretation, effect and scope of this Consortium Agreement regarding the respective rights and liabilities of the Parties under this Consortium Agreement, then such disputes, differences or question shall be amicably resolved through mutual discussions and negotiations ; if the Parties fail to resolve such dispute within 30 days of commencement of amicable settlement process such dispute shall be referred to and finally resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996 (as amended from time to time). The Arbitration procedure shall be conducted in English language at Kolkata. The arbitration award passed by the sole arbitrator (mutually appointed by the parties) shall be final and binding on the Parties.

12 Legal Relationship

12.1 Relationship between the Parties is on principal to principal basis. This Consortium Agreement does not in any respect make Consortium Partner an agent or a partner of the Lead Member nor does it establish any joint venture between the Parties or authorize the Consortium Partner to transact any business in the name of the Lead Member or to incur any obligation or

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liability for or on behalf of the Lead Member except as otherwise specifically set forth herein or as may be agreed upon specifically in writing.

12.2 Each Party confirms it is acting on its own behalf and not for the benefit of any other Party.

13. Indemnity

Each Party (the Indemnifying Party") shall indemnify, defend and hold harmless the other Party (the Indemnified Party") from any and all direct costs, losses, liabilities or expenses (including reasonable attorneys' fees) incurred by the Indemnified Party to the extent arising from the breach by the Indemnifying Party of any of its obligations under this Consortium Agreement.

Each Party acknowledges that monetary damages would not be .a sufficient remedy for any breach of this Consortium Agreement by such Party and that the other Party would suffer irreparable harm as a result of any such breach. Accordingly, each Party will be entitled to equitable remedies, including but not limited to injunctive relief and specific performance for any breach or threatened breach of this Consortium Agreement by the other Party, in addition to any other rights or remedies available to such Party.

14. Limitation of Liability

No Party shall be liable towards the other Party for consequential, indirect, incidental, or special (including multiple or punitive) damages of any kind, including, but not limited to, lost orders, sales or profits.

15. Assignment

Neither party shall have the right to assign or otherwise transfer, in whole or in part, any of its rights or obligations under this Consortium Agreement without obtaining prior written consent from the other party.

16. Severable Terms

The provisions of this Consortium Agreement are severable. If any provision is determined by a court of competent jurisdiction to be in valid, void or unenforceable under the existing law, that provision shall be modified to the extent necessary to make it enforceable. The remaining provisions of this Consortium Agreement or validity of this Consortium Agreement shall not be affected or impaired thereby.

17. Waiver and Amendment

No provision of this Consortium Agreement shall be modified or waived, except by a writing signed by an authorized person from each party in presence of two witnesses .Any failure or delay in asserting any

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provision or breach does not waive that or any other provision or breach. A waiver does not act as a waiver of any provision or breach on any other occasion.

Entire Agreement

This Consortium Agreement sets forth the entire understanding and agreement of the Parties with respect to the subject matter hereof and supersedes all other oral or written representations, arrangements and understanding.

Counterparts

IN WITNESS WHEREOF, the Members have, through their authorized representatives, executed these present on the Day, Month and Year first mentioned above.

For ____
Witnesses:
1.

2.

For ____
Witnesses:
1.

2.

This Agreement shall be executed in two counterparts that together shall constitute one and the same instrument. Each Party shall retain one counterpart.

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SECTION – G

GUIDANCE FOR E-TENDERING

Instructions / Guidelines for electronic submission of the tenders have been annexed for assisting the Bidders to participate in e-Tendering.

- **Registration of Bidder:**
Any Bidder willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement System through logging on to <https://wbtenders.gov.in>. The Bidder is to click on the link for e-Tendering site as given on the web portal.
- **Digital Signature Certificate (DSC):**
Each Bidder is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders from the approved service provider of the National Informatics Centre (NIC) on payment of requisite amount. Details are available at the Web Site stated above. DSC is given as a USB e-Token.
- The Bidder can search & download N.I.T. & BOQ electronically from computer once he logs on to the website mentioned above using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.
- **Submission of Tenders:**
Tenders are to be submitted through online to the website stated above in two folders at a time, one in Techno Commercial Proposal & the other is Financial Proposal before the prescribed date & time using the Digital Signature Certificate (DSC). The documents are to be uploaded virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non readable formats)

The proposal should contain scanned copies of the following in two covers (folders).

Techno Commercial Cover:

Technical Document 1 (scanned & join in pdf format then upload)

1. Bid Form as per format
2. Other Documents

Technical Document 2 (scanned & join in pdf format then upload)

1. Other Documents

Technical Compliance (scanned & joins in pdf format then upload)

1. Other Document

Financial Cover:

BOQ will be downloaded and same will be uploaded with quoted rates. While uploading BOQ file name shall remain unchanged. Absence of this document shall lead to summary rejection of the bid.

NON-STATUTORY COVER (MY SPACE) CONTAIN FOLLOWING DOCUMENT:

(In each folder, scanned coy will be uploaded with single file having multiple pages)

Sl. No.	Category Name	Sub Category Name	Sub Category Description
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A	CERTIFICATES	A1. CERTIFICATES	<ul style="list-style-type: none"> • GST Registration Certificate • PAN • As required
B	COMPANY DETAILS	B1. COMPANY DETAILS 1	<ul style="list-style-type: none"> • As required
		B2. COMPANY DETAILS 2	<ul style="list-style-type: none"> • Company Profile (Not more than 3 pages) • As required
C	CREDENTIAL	CREDENTIAL 1	Order copies
		CREDENTIAL 2	<ul style="list-style-type: none"> • Other documents, if any
D	DECLARATION	DECLARATION 1	List of Clients as per format
		DECLARATION 2	Financial Capability of Bidder as per format
		DECLARATION 3	Bidder's Details as per format
		DECLARATION 4	Details of Order Execution as per format
		DECLARATION 5	As required
F	FINANCIAL INFO	P/L & BALANCE SHEET 2019-2020	P/L & BALANCE SHEET 2019-2020
		P/L & BALANCE SHEET 2020-2021	P/L & BALANCE SHEET 2020-2021
		P/L & BALANCE SHEET 2021-2022	P/L & BALANCE SHEET 2021-2022