

**Request for Proposal (RFP) for
Setting up a Dedicated Call Centre for Monitoring of Program
Implementation & Grievance Cell**

**Tender No WEBEL/EOT/COM/22-23/00033, DATED
05.08.2022,**

Issued By:-

**West Bengal Electronics Industry Development Corporation Limited (WBEIDCL)
Webel Bhawan, Block- EP & GP, Sector-V, Salt Lake, Bidhan Nagar,
Kolkata-700091 West Bengal**

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Glossary

ACD	Automatic Call Distribution
CMO	Hon'ble Chief Minister's Office
CRM	Customer Relationship Management
CSP	Call centre Service Provider
CTI	Computer Telephone Integration
DoT	Department of Telecom
FRS	Functional Requirement Specifications
GUI	Graphical User Interface
IEC	Information, Education and Communication
ISP	Internet Service Provider
IT	Information Technology
MPI&GC	Monitoring of Program Implementation & Grievance Cell
IT&E	Information Technology & Electronics
RFP	Request for Proposal
SLA	Service Level Agreement
TSP	Telecom Service Provider
WEBEL	West Bengal Electronics Industry Development Corporation Limited (Webel)

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NOTICE INVITING E-TENDER

Tender No WEBEL/EOT/COM/22-23/00033, Dated 05.08.2022

West Bengal Electronics Industry Development Corporation (WBEIDC) Limited, nodal agency of Department of Information Technology & Electronics (DIT&E), Government of West Bengal (GoWB), invites e-tender on behalf of Department of Information Technology & Electronics, Government of West Bengal for the work mentioned in the Table 1 below. Submission of bid should be through electronic bidding process.

Table 1: Detail of the Scheme

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

- a) Intending bidders to download the tender documents from the website <https://wbtenders.gov.in> directly.
- b) The Bidder shall pay Tender Document Fee of Rs. 10,000 and EMD of Rs. 50, 00,000 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.
- c) Digitally signed Technical Bid and Financial Bid, to be submitted through the website <https://wbtenders.gov.in>
- d) Submission of the Bid should be done as per the stated time schedule mentioned in "IMPORTANT DATES & INFORMATIONS" section of the RFP.
- e) The Financial Bid of the prospective bidder will be considered only if the Technical Bid is found qualified by the 'Tender Evaluation Committee'. The decision of the 'Tender Evaluation Committee' will be final and absolute in this respect.
- f) The Committee reserves the right to accept or reject the Tender with intimation to the Bidder/Participant/Applicant

IMPORTANT DATES & INFORMATIONS

Table 2: Fact Sheet

1.	Tender No. & Date	WEBEL/EOT/COM/22-23/00033, Dated 05.08.2022
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	Rs. 50,00,000 (Rupees Fifty Lakhs 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.
6.	Tender issuing entity	West Bengal Electronics Industry Development Corporation Limited (WBEIDC LTD.)

7.	Date of uploading of N.I.T. & other Documents (online) (Publishing Date)	05.08.2022
8.	Documents download start date (Online)	05.08.2022
9.	Query submission start date	05.08.2022
10.	Query submission end date	12.08.2022, 15.00 hrs.
11.	Pre-bid meeting (Online)	16.08.2022, 12.00 hrs. Link for joining the Pre-Bid Meeting is Given Below:- Click Here to Join the Pre-Bid Meeting.
12.	Bid Submission start date & time (On line)	22.08.2022, 16.00 hrs.
13.	Bid Submission closing date & time (On line)	26.08.2022, 12.00 hrs.
14.	Bid opening date & time for Technical Proposals (Online)	29.08.2022, 15.00 hrs.
15.	Date of uploading the final list of Technically Qualified Bidder (online) after disposal of appeals (if any).	Date: To be notified later
16.	Date and Time for opening of Financial Bid (Online)	Date: To be notified later
17.	Contact Persons for Pre-Bid queries	Shri Sourav Guha Thakurta , GM(CIO) sourav.thakurta@webel-india.com , 033-23392311 & Shri Pratul Show, GM (Commercial), pratul.show@webel-india.com , 033-23392270

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	Shri Sourav Guha Thakurta , GM(CIO)
20.	Method for obtaining RFP	The RFP will be published in leading regional print media.
21.	Scope of work	As defined under particulars no.3 on page number 9
22.	Language of application	English
23.	Application validity	As decided by the issuing authority

1. Introduction

The Government of West Bengal launched a comprehensive online web-enabled Grievance Redressal Project 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 Program Implementation & Public Grievance Cell (MPI &GC) handled more than 11.40 lakhs grievances with a 99.2% resolution, received through the call Centre, 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 centre. This clearly indicates the popularity and acceptability of public interaction & grievance lodging through call centre 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.

2. OBJECTIVE

The Citizen Relationship Management Unit 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.

3. SCOPE OF WORK

The CRMU will also have access to the existing Grievance Management Portal. All grievances received through toll-free no. 9137091370/ 181 at Call Centre will be uploaded and routed through the portal (as specified by MPI & GC) for taking further actions.

The toll free number will remain operational 24x7, however the dedicated operators will attend the calls from 9AM to 6PM in a day from Monday to Saturday/Sunday each week. The help line number will be diverted to a predefined mobile/landline/IVRS for the remaining hours/day.

A dedicated validation unit to physically verify the data pointers generated from Call center and also collect information about the ground level implementation of schemes with field executives placed in different blocks would be required to be setup. Validation unit would be driven by mainly field executives who would be physically based in different geographies of the state to collect data from citizens directly. Field executives would be spread across whole state as per requirement.

The existing set up of the State public Grievance Cell along with the Managerial and Data Analyst set up of CRMU will be streamlined to ensure:

- Real-time data collection.
- Result-based monitoring of data.
- Understanding the profile of the applicants.
- Validation and sanitization of data received.
- Real-time assessment, escalation and resolution of grievance data.
- Timely update on redressal status to stakeholders through SMS, IVRS, WhatsApp etc.
- Citizen Satisfaction Survey (CSS).
- Initiatives like 'govt. insights' and as desired by supervising officers.
- Outreach surveys through outbound calls.
- Finding out policy and implementation level gaps, preparing analytical reports to be shared with Departmental Heads.
- A dedicated validation unit to verify the data points as collected from call center unit and making field enquires to access grievances and moods of citizens.
- Document, and analyze the data to point out corrective measure to improve the government service delivery to the general public.
- The project is envisaged for two years from the date of going live.

4. CRMU: ICT & Non-ICT Infrastructure

- The bidder shall provide services from a fully functional call center in Kolkata, West Bengal. 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 Centre 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 programs 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 etc.) along with required internet connectivity for connecting to required sites/applications of the MPI & GC for integration /access purpose as required by WEBEL
- 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.).
- The system architecture should be designed by the CSP in such a way that it meets the requirements of the program 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 payment to the Telecom Service Provider (TSP) shall be done by the WEBEL and the mechanism of inbound & outbound calls shall also be defined by them in consultation with MPI & GC. However, CSP will maintain program-wise logs for all the calls made or received in the call center.
- MPI & GC, may require CSP to analyze the data provided by the Telecom Service Provider (TSP) vis-à-vis the data generated from the call center applications for the correctness of the bill.
- 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 CSP shall provide office accommodation to 5-7 officers as may be deployed by the MPI & GC in the call-center who shall supervise the day-to-day activities.
- 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 30 days to the government at any point in time with facility to save specific communications (for legal purposes) for as long as required.

4.1 Call Centre Solution

- 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 programs of the MPI &GC, for the entire duration of the contract period. The requirement would broadly consist of a CRM solution, Voice Loggers, TTS 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 programs. 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. The system should have provision for scheduling of messages/ calls and capture usage details of each caller for customized treatment and its unique identification. The indicative set of activities that would need to be undertaken by CSP as part of development and implementation are as follows:

- Prepare the Functional Requirement Specifications (FRS), software requirements specification (SRS): The CSP shall interact with the key officials of program division for understanding the requirements for the development of solution. The CSP shall document the functional requirements and get it signed off from the program division.
- Develop the GUI (Graphical User Interface) based on the FRS, SRS and get it signed off from the respective program division for the concerned project.
- 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 program division.
- Once approved, CSP needs to operationalize the application in compliance with the service levels.
- CSP will provide the requisite training to the operational staff.
- CSP will define the Data Protection Standards & get these approved by the program division and enforce the same to ensure the protection and confidentiality of data.
- Maintain 100% recording of calls for a period of the last 30 days.
- Maintain few communications/ data (for legal purposes) as long as required.
- The envisaged inbound solution should also have a provision for missed call feature. Inbound calls from the callers would be terminated after a few rings and the dialer will automatically call back to those numbers as soon as possible.
- The system should have the provision of the following:
 - 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 should have a mechanism for managing Business Continuity and Disaster Recovery plans in case of disaster.
- The CSP must provide additional infrastructure that is required for scaling applications or adding a new program beyond the initial requirement.
- 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.
- The application should have a provision to send and receive SMS and email.
- The application should have a provision to send and receive WhatsApp / Signal / Telegram messages.
- If an agent is not available to handle a call, the call must queue for the next available agent.
- 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.
- All components of call center software (ACD, CRM, Dialer, call recording etc.) should be able to integrate with each other.

4.2 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 Centre solution for the projects under this RFP:

Sl. No.	Call-Centre Solution Component	Key Requirements / Features
1.	Customer Relationship Management (CRM)	<ul style="list-style-type: none"> • 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

Sl. No.	Call-Centre Solution Component	Key Requirements / Features
2	Automation Call Distribution (ACD)	<ul style="list-style-type: none"> • Manage 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	<ul style="list-style-type: none"> • 100% automatic call recording
4	Computer Telephone Integration (CTI)	<ul style="list-style-type: none"> • Should be able to integrate with call center solution.

Call Centre Unit will have 1 Principal Manager, 5 Senior Managers, 5 Associate Managers, 50 Data Analysts including 10 Operational Analyst and 500 tele-callers.

4.3. Validation Unit

A Validation unit will form the essential part of this whole set up. This unit will physically verify the trends/ information collected through the call center unit. It will also collect the ground level information. Validation unit would be driven by mainly field executives who would be physically based in different geographies of the state to collect data from citizens directly. Field executives would be spread across whole state as per requirement.

This unit will have 1 Advisor (Validation Unit Advisor), 1 Senior Field Strategist, 3 Validation Managers, 10 Senior Field Officers, 100 Field Executives.

5. Human Resource Requirement of CRMU

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

Age limit can be relaxed by the bidder by maximum of 5 years under intimation to MPI & GC.

The bidder must have the following human resources setup as indicated below in the table. These consist of human resources including validation unit. Authorities may increase or decrease the number of personnel engaged in the set-up depending upon requirement or performance.

Sl. No.	Man Power Requirement	Eligibility Criteria
1	Principal Manager	<p>Number: 01 Principal Manager</p> <p>Age: Maximum 35 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> <ul style="list-style-type: none"> (1) Good communication and presentation skills to convey insights and results to non-experts; (2) Experience in secondary level research, extracting and analyzing data from multiple sources; (3) Display a commitment and passion for public service; (4) Take ownership and be self-motivated; (5) Work independently with minimal supervision, as well as within a team. <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>

Sl. No.	Man Power Requirement	Eligibility Criteria
2	Senior Managers	<p>Number: 05 Senior Managers Data Scientists - 2, Developers (Backend & Frontend)- 2, Operations Manager-1 Age: Maximum 35 years as on 1st January of the year of application. Qualification:</p> <ul style="list-style-type: none"> • Data & Insights: Postgraduate in Statistics/Mathematics/Economics/Engineering/ English or Foreign Languages or equivalent analytical discipline from top tier institute. • Technical Development: Bachelor's in Engineering (preferably in Computer Science) with specialization in website and app development, • Operations: Postgraduate in Business/Economics/Engineering or equivalent analytical discipline from top tier institute. <p>Desirable workplace competencies:</p> <ol style="list-style-type: none"> (1) Good communication and presentation skills to convey insights and results to non-experts; (2) Experience in secondary level research, extracting and analyzing data from multiple sources; (3) Display a commitment and passion for public service; (4) Take ownership and be self-motivated; (5) Work independently with minimal supervision, as well as within a team <p>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.</p>

Sl. No.	Man Power Requirement	Eligibility Criteria
3	Associate Managers	<p>Number: 05 Associate Manager</p> <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 analytical discipline from top tier institute.</p> <p>Desirable workplace competencies:</p> <ul style="list-style-type: none"> (1) Good communication and presentation skills to convey insights and results to non-experts; (2) Experience in secondary level research, extracting and analyzing data from multiple sources; (3) Display a commitment and passion for public service; (4) Take ownership and be self-motivated; (5) Work independently with minimal supervision, as well as within a team; (6) Applying an analytical mindset to propose data-driven solutions; (7) Strong interpersonal skills, which showcases credibility and excels in a collaborative setting; (8) Ability to multi-task and operate effectively in a fast-paced and customer-oriented environment; (9) Ability to manage multiple stakeholders in a matrix organization. <p>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.</p>

4	Data Analysts	<p>Number: 50 Analysts (Administrative Operation- 10, Data Analysis-40) Age: Maximum 30 years as on 1st January of the year of application. Qualification:</p> <ul style="list-style-type: none"> • Data Analysts: Graduate in Statistics/Mathematics/Economics/Engineering or equivalent analytical discipline from top tier institute. • Administration Analysts: Graduate in relevant discipline from a top-tier university with administrative and operations experience. <p>Desirable workplace competencies:</p> <ol style="list-style-type: none"> (1) Good communication and presentation skills to convey insights and results to non-experts; (2) Experience in secondary level research, extracting and analyzing data from multiple sources; (3) Display a commitment and passion for public service; (4) take ownership and be self-motivated; (5) work independently with minimal supervision, as well as within a team; (6) Applying an analytical mind-set to propose data-driven solutions; (7) Strong interpersonal skills, which showcases credibility and excels in a collaborative setting; (8) Ability to multi-task and operate effectively in a fast-paced and customer-oriented environment; (9) Ability to manage multiple stake-holders in a matrix organization. <p>Experience:</p> <ul style="list-style-type: none"> • Data Analysts: Minimum 1 year of strong quantitative and analytical skills with experience in data analyst roles and knowledge of statistical methodologies. • Administration Analysts: Minimum 1 year of administrative/operations/HR experience
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Sl. No.	Man Power Requirement	Eligibility Criteria
5	Call-Center Team (Tele - Caller)	<p>Number: 500 Team members</p> <p>Age: Maximum 28 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>(1) Able to work independently with minimal supervision, as well as within a team;</p> <p>(2) Competent to work in a multicultural environment with people from various backgrounds and demonstrate cultural sensitivity;</p> <p>(3) Has experience/willingness to get trained in managing data repositories, dashboards and app management.</p>

Sl. No.	Man Power Requirement	Eligibility Criteria
6	Validation Unit Advisor	<p>Number: 1</p> <p>Age: Maximum 55 years as on 1st January of the year of application.</p> <p>Qualification: Graduate/Post- Graduate degree. Journalist or Retired Professional with over 15 years of experience in Public Relations/ Media/ Brand Consultant.</p> <p>Desirable workplace competencies:</p> <p>(1) Able to work independently with minimal supervision, and lead the team. 20 years' experience in Media preferable;</p> <p>(2) Good communication and presentation skills to convey insights and results to non-experts;</p> <p>(3) Display a commitment and passion for public service;</p> <p>(4) Take ownership and be self-motivated;</p> <p>(5) Competent to work in a multicultural environment with people from various backgrounds and demonstrate cultural sensitivity.</p>

Sl. No.	Man Power Requirement	Eligibility Criteria
7	Senior Field Strategist	<p>Number: 1</p> <p>Age: Maximum 45 years as on 1st January of the year of application.</p> <p>Qualification: Graduate / Post-Graduate degree. Journalist or Professional with over 10 years of experience in Media/ Brand Consultant.</p> <p>Desirable workplace competencies:</p> <p>(1) Able to work independently with minimal supervision, as well as within a team;</p> <p>(2) Competent to work in a multicultural environment with people from various backgrounds and demonstrate cultural sensitivity;</p> <p>(3) Experience in secondary level research, extracting and analyzing data from multiple sources;</p> <p>(4) Has experience/willingness to get trained in managing data repositories, dashboards and app management; Ability to use Word Processor and Spread sheets for filing reports etc.;</p> <p>(5) Display a commitment and passion for public service.</p>

Sl. No.	Man Power Requirement	Eligibility Criteria
8	Validation Managers	<p>Number: 3</p> <p>Age: Maximum 40 years as on 1st January of the year of application.</p> <p>Qualification: Graduate/ Post graduate degree. Journalist or Professional with over 8 years of experience in Media/ Brand Consultant.</p> <p>Desirable workplace competencies:</p> <ul style="list-style-type: none"> (1) Display a commitment and passion for public service; (2) Experience in secondary level research, extracting, collating analyzing data from multiple sources; (3) Work independently with minimal supervision, as well as within a team.

Sl. No.	Man Power Requirement	Eligibility Criteria
9	Senior Field Officers	<p>Number: 10</p> <p>Age: Maximum 35 years as on 1st January of the year of application.</p> <p>Qualification: Graduate degree. Journalist or Professional with over 4 years of experience in Media/ Brand Consultant.</p> <p>Desirable workplace competencies:</p> <ol style="list-style-type: none"> (1) Display a commitment and passion for public service; (2) Experience in collection of information from citizens by physical interview / survey / interaction; (3) Ability to manage multiple stake-holders in a matrix organization; (4) Ability to lead a team of 10 Executives. Ability to collate field reports and present it in summary form; (5) Ability to use Word Processor and Spread sheets for filing reports etc. ; (6) Strong interpersonal skills, which showcases credibility and excels in a collaborative setting.

Sl. No.	Man Power Requirement	Eligibility Criteria
10	Field Executives	<p>Number: 100</p> <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 skills with working proficiency in English and Bengali.</p> <p>Desirable workplace competencies:</p> <p>(1) Display a commitment and passion for public service;</p> <p>(1) 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>(2) Ability to draft a short reports in vernacular language;</p> <p>(3) Experience of 1 year in dealing with public either as journalist or any other profession.</p> <p>(4) Has experience/willingness to get trained in managing data repositories, dashboards and app management.</p>

Mandatory requirements for Key Personnel to be completed by the Bidder/Applicant of CRMU:

- (i) Background and CVs (Name, Designation, Work being handled, Qualifications, Number of years of relevant experience, Experience in the Agency) of all Key Personnel to be included in the Proposal.
- (ii) Key Personnel to be proposed only if they are eligible to deliver the responsibilities mentioned above.
- (iii) Key Personnel would be available for the period indicated in the RFP.
- (iv) All these persons must be fluent in reading and writing English languages and well conversant with Bengali/Hindi language as well as conversant with social media technologies and platforms.
- (v) Bidder/ Applicant, however, would also provide backup support/ substitutes in human resource as and when required (subject to qualifications and experience as per RFP).
- (vi) Bidder/ Applicant shall get appropriate non-disclosure agreement signed by all personnel.

6. ELIGIBILITY CRITERIA

All the conditions below shall be fulfilled by the bidder.

1. The bidder 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.
2. The bidder should have their presence in Kolkata with own office. Valid proof should be submitted along with the bid or successful Bidder will open their own operational office at Kolkata within 45 days after receiving of work order. Declaration on bidder's letter head to be submitted.
3. The bidder should have valid GST Registration Certificate & PAN. Bidder shall have to submit photocopy of the documents.
4. The bidder (prime bidder in case of consortium) should have positive net profit after tax of at least 1 crore in each of the last three Financial Years. Audited Financial Statement/Auditors Certificate needs to be submitted in this regard.
5. 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. 5 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.
6. The bidder should have experience of handling such large call center units of at least 200 tele callers and having experience in all requirements mentioned in the scope above i.e. Section 4, 4.1 and 4.2. A declaration from the HR head or the Head of the organization in their company letter head is to be submitted.
7. The bidder (any 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 2018-19, 2019-2020 & 2020-2021). Bidder shall have to submit Audited Accounts in support of their claim.
8. Bidder should submit Earnest Money Deposit of Rs. 50, 00,000.00 (Rupees Fifty Lakhs only) electronically to West Bengal Electronics Industry Development Corporation Limited as per the details given.

9. Price should be quoted in the BOQ format only. No deviation is acceptable.
10. 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 as on date of submission of the proposal (as per DIT guidance note issued on 26-Dec-2011). Declaration on bidder's letter head to be submitted.
11. The Applicant/Group Company/ Subsidiary/ Parental Company providing BPO/Call Centre services, must include one BFSI company/Government contract/PPP Partnership Arrangement/any reputed organization in the country for whom the bidder has set up a Call Centre of at least 200 FTEs
12. The Applicant/Group Company/ Subsidiary/ Parental Company providing BPO/Call Centre services must have registered itself with Department of Telecommunication (DoT)/ TRAI.
13. All personnel associated with the project shall be available to undergo a mandatory security check as per the MPI & CG's decision.
14. Bidder/Applicant will be under obligation to drop the personnel immediately, not found suitable / appropriate through this security check process.
15. Bidder/Applicant shall have a non-disclosure agreement with all the personnel deployed for this project.

6.1 Evaluation Methodology:

A. For the purpose of selection of the bidder, a two stage Quality and Cost based (QCBS) bidding 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.

B. The following evaluation criteria shall be followed:

S. No.	Criteria	Total Marks	Marking System
A	Proposed Call Centre Capacity	50	
A-1	The bidder (any member in case of Consortium) should have set up call centre facility with at least 200 physical seats in the last 5 years	30	<ul style="list-style-type: none"> • >500 Seats: 30 marks • 350-500 Seats: 20 Marks • 200-350 Seats: 15 marks • 200 Seats: 10 marks
A-2	The applicants shall have exposure in complaint /grievance handling	10	<ul style="list-style-type: none"> • More than 5 projects: 10 marks • 3-5 Projects: 7.5 marks • 1-2 Projects: 5 marks
A-3	Key professional staff qualifications and competence for the assignment	10	<ul style="list-style-type: none"> • In house staff qualification and competence meets the requirements as described in the chapter on Human Resource requirements for CRMU: 10 Marks • If requirements are met by outsourcing/ off pay roll: 7.5 marks
B	Organizational Strength	20	

B-1	The bidder (any member in case of consortium) should have an average annual turnover of at least Rs 30 Crores. (minimum average turnover Rs 30 Crore for qualification)	10	<ul style="list-style-type: none"> • More than Rs 100 Crores: 10 marks • Rs 50-100 Crores: 7.5 Marks • Rs 30-50 Crores: 5 marks
B-2	The bidder (any member in case of consortium) should have successfully completed similar call center projects costing not less than 5 crores each, within the last 5 years from the date of submission of the bid.	10	<ul style="list-style-type: none"> • More than Rs 10 Crores: 10 marks • Rs 7.5 -10 Crores:7.5 Marks • Rs 5-7.5 Crores:5 Marks
C	Understanding, Approach & Solution Assessment	30	
C-1	The Bidder needs to provide their : <ul style="list-style-type: none"> • 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. 	10	

	<ul style="list-style-type: none"> • Approach towards security and confidentiality of information of callers and data. 		
C-2	<p>Proposed technical solution based on understanding of scope of the project. Some of the parameters to be evaluated would include:</p> <ul style="list-style-type: none"> • Understanding the requirements of the Project and alignment of the requirements with the solution being proposed. • The architecture detailed covering framework including system and data/information overall security aspects. • Key components of the solution being proposed including validation unit. • Open Standards, performance, ease of customization of the solution being proposed. 	10	
C-3	<p>Proposed approach for governance framework, reporting structure, escalation matrix, capacity building, training methodology and training content etc.</p>	10	
	Total (A+B+C)	100	

- Bidder would be required to make presentation on these evaluation criteria. A bidder will be technically qualified if he gets at least 50 marks out of a total of 70 marks assigned under technical criteria.
- After a bidder qualifies individually in both the above, then his price bid shall be opened.
- For the purpose of selection of the bidder, as per two stage Quality and Cost based (QCBS) bidding process shall be used (with 60% weightage towards Technical and 40% weightage towards Commercial Bid). Highest in technical grading shall be given 100 marks and rest would be proportionally graded. Similarly Lowest bidder (L1) shall be graded 100 and rest would be proportionally awarded marks. Now, if a bidder receives X marks in Technical evaluation and Y marks in Commercial Bid, its total marks shall be calculated as
Total Marks = $0.6*X + 0.4*Y$
- Bidder receiving the maximum marks would be the successful bidder. In event of a tie in marks, bidder with lower commercial Bid would be the successful Bidder.

7. INSTRUCTION TO BIDDER:

1. Definitions

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

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

"Bidder" (including the term 'Bidder', 'consultant' or 'service provider' in specific contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), including any agency branch or office controlled by such person, participating in a Tender Process, 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 Bidder for providing the Solution, in accordance with the payment terms.

“Bidder” 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.

“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 the Directorate of Commercial Taxes and eventually GoWB 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.

“**Similar Nature of Work**” means provision of such solutions as envisaged in the scope of work for at least 200 seater call center

“**Project**” Selection of System Integrator for setting up DR Site at Purulia, West Bengal

“**AMC**” means Annual Maintenance Contract.

“**O&M**” means Operation & Maintenance

“**FMS**” means Facility Management Support

“**SIA**” means State Implementation Agency

“**SNA**” means State Nodal Agency

“**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 WEBEL 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 WEBEL.

“**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.

“WEBEL” means West Bengal Electronics Industry Development Corporation Limited a Govt. of West Bengal undertaking.

2. Pre Bid Meeting

Pre Bid Meeting will be held on 16-08-2022 at 12.00 hrs. (On-Line Meeting). Bidder can send their queries as per format (Annexure 11) to Shri Sourav Guha Thakurta , General Manager(CIO) sourav.thakurta@webel-india.com and General Manager (Commercial) (pratul.show@webel-india.com). Only the queries received within the stipulated date prior to the Pre Bid Meeting will be answered. Interested bidders are requested to send mail to (pratul.show@webel-india.com) for participation of online pre-bid meeting. Based on request WEBEL will share meeting id / links for meeting. If there is any change in date and time then it will be informed.

3. Cost of Bidding

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

4. 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 in rejection of the bid.

5. Amendment of Bid Document

At any time prior to the deadline for submission of proposals, WEBEL reserves the right to add/modify/delete any portion of this document by issuance of an Corrigendum, which would be published on the website. The Corrigendum shall be binding on all bidders and will form part of the bid documents.

6. Modification and Withdrawal of Bids

As per the bidding process available in the tender.

7. 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 & WEBEL will be in English language only. The correspondence by E-mail must be subsequently confirmed by a duly signed formal copy.

8. Bidder's Solution

The bidders are requested to study the scope of work and objectives of the projects carefully. While working out the solution the bidder has to work with the broad minimum specification provided in the tender documents. While submitting the bid the bidder has to detail out all

components needed to complete the project. The bidder is required to quote for Call center unit (with all its manpower) and validation unit (with all its manpower) separately as per seat basis. Please see the commercial bid format. As the bidder will be responsible for smooth functioning of the system, availability of resources during the tenure of the project have to be taken care by the bidder to maintain the guaranteed uptime.

9. Earnest Money Deposit (EMD / BID SECURITY) / tender fee

The bidder shall furnish Online Receipt against payment of Earnest Money Deposit.

10. Refund OF EMD / Bid Security

EMD / BID SECURITY 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

11. 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 WEBEL 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:

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

The decision of WEBEL 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.

12. Forms and Formats

The various inputs for the Techno Commercial and Price 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.

13. 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.

14. Contract Execution

On receipt of the Letter of Intent the bidder 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 Intent. The PBG should be valid for six months more than the engagement period. The bidder will have to execute the project as per the delivery & project completion schedule (see next point). The Project shall run for two years (24 months) from the date of Go-Live.

15. Delivery & Project Completion Schedule

Receiving of final work order shall be considered as Start of the Project. The Project shall run for two years (24 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 :-

Slno.	Stage	Activities	Deliverables	Timelines
A	Development Stage			
A-1	Requirement Stage	Preparation & submission of Project Plan Mobilization of Technical resources Preparation of FRS/SRS	- Project Plan FRS &SRS	2 Weeks from Start
A-2	Design Stage	Preparation of System design Document including details of solution component Preparation of System Architecture report detailing out ICT infrastructure architecture	System Design Report System Architecture Report	3 Week from Start
A-3	Development Stage	Develop the application and conduct internal testing	Application	6 Weeks from Start
A-4	Implementation Stage	Conduct UAT and get the sign off Mobilize & train the operational resources	Approval report Training Manual and questionnaire	8 Weeks from start

		Prepare the training manuals & questionnaires		
A-5	Go Live	Make the Project Live	Live Application	10 Weeks from start
B	Operational Stage			
B-1	Operation	Operate and maintain the call centre and validation Unit of the Project	Periodic reports / feedbacks / insights	T-Live + 2 Years

16. Liquidated Damage / Penalty

The job includes setting up a dedicated call center for Monitoring of Program Implementation & Grievance Cell 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 bidder 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, WEBEL reserves the right to terminate the contract and WEBEL will get the job completed by any other competent party. The difference of cost incurred by WEBEL will be recovered from the bidder and PBG will be invoked.

17. Liability

In case of a default on bidder's part or other liability, WEBEL shall be entitled to recover damages from the Bidder. In each such instance, regardless of the basis on which WEBEL is entitled to claim damages from the Bidder (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), Bidder 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 Bidder's negligence.
- As to any other actual damage arising in any situation involving non-performance by Bidder pursuant to or in any way related to the subject of this Agreement, the charge paid by WEBEL for the individual product or Service that is the subject of the Claim. However, the bidder 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.

18. Patents & Copyright

If a third party claims that a product delivered by the Bidder to WEBEL infringes that party's patent or copyright, the Bidder shall defend WEBEL against that claim at Bidder'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 Bidder, provided that WEBEL.

- Promptly notifies Bidder in writing of the claim
- Allows Bidder to control and co-operate with Bidder in the defense and any related settlement negotiations.

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

19. Suspension of Work

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

21. Governing Laws

This contract will 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 bidder shall keep himself fully informed of all current national, state and municipal law and ordinances. The selected bidder shall at their own expense, obtain all necessary permits and license and pay all fees and taxes required by law. These will be selected bidder's entire obligation regarding any claim of infringement. The selected bidder 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 bidder 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.

22. Penalty for Corrupt or Fraudulent Behaviour

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.

23. Bidding 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.

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 bidder, is payable, then this should be done by the Bidder. If WEBEL 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 Bidder. WEBEL shall not be bound to contest any claim made against the Bidder in respect of workmen's compensation.

25. Bidder's Employees

The Bidder 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/women employed by him in carrying out the contract. The Bidder must ensure that he complies with PF, ESI regulation for all his deployed employees. The Bidder shall see that all authorized Sub Bidders under him similarly complied with the above requirement.

26. Safety Measures

The Bidder shall in the course of execution of the work take all necessary precaution for the protection of all persons and property. The Bidder 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 bidder in taking proper precautionary measures the bidder shall be responsible for and must make good the loss damage at his own cost to the satisfaction of WEBEL.

27. Equipment

All tools & tackles necessary for the work shall have to be procured by the bidder unless otherwise specified elsewhere in the tender documents. The equipment used by the bidder for a particular work must be appropriate for the type of work. The bidder shall maintain the equipment used on the work properly so that they are in good working condition. In no case shall the bidder use defective or imperfect equipment in the work. The bidder 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 WEBEL shall not be responsible for any loss or damage to any of this equipment during the course of the execution of the work.

28. Sub-Contract

The purchaser (WEBEL) does not recognize the existence of Sub-Bidders. The Bidder's responsibility is nontransferable. In case of Consortium, all the members of Consortium shall be responsible for the role/part being played by them in execution of the whole project.

29. Termination for Default

WEBEL 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 bidder, terminate the order in whole or in part. If the bidder materially fails to render any or all the services within the time period specified in the contract or any extension thereof granted by WEBEL in writing and fails to remedy its failure within a period of thirty days after receipt of default notice from WEBEL. 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 WEBEL will invoke the amount held back from the bidder as PBG.

30. Bankruptcy

If the bidder 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, WEBEL shall be at liberty to terminate the engagement forthwith without any notice in writing to the bidder or to the liquidator or receiver or to any person in whom the bidder 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 WEBEL.

31. Force Majeure

It is hereby defined as any cause, which is beyond the control of the Bidder or WEBEL 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 nonperformance 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 nonperformance. If, and to the extent, that such delay or nonperformance is caused by the occurrence of an event of Force Majeure.

32. Final Acceptance Testing & Go-Live

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 application tested for acceptance testing & Final Acceptance Testing will be observed over one month for Stabilization, Reliability & Consistency of the solution. On being consistent, reliable and efficient over a period of time the solution is said to be declared Go-Live. The application & resources should be well equipped such that bidder is able to comprehensively meet the SLA / performance requirements.

- **Go-Live**

Go-Live is declared by WEBEL when the proposed solution becomes operational after successful conclusion of all acceptance tests to the satisfaction of the Department.

- **Sign-off Deliverables**

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

Scope of Services - Operation and Maintenance Phase 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 from the date of Go-Live.

33. 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.

34. System Integrator /Bidder/Bidder’s /OEM Responsibilities

Refer Scope of Work

35. No Waiver of Rights

Neither the inspection by WEBEL or any of their agents nor any order by WEBEL for payment of money or any payment for or acceptance of the whole or any part of the works by WEBEL, nor any extension of time, nor any possession taken by WEBEL shall operate as a waiver of any provision of the contract or of any power reserved to WEBEL, 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.

36. Grafts, Commissions, Gifts, etc.

It is the Purchaser’s policy to require that bidders, suppliers, bidders 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 bidder 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 WEBEL shall in addition to any criminal liability which it may incur, subject the bidder to the cancellation of this and all other contracts and also to payment of any loss

or damage to WEBEL resulting from any cancellation. WEBEL shall then be entitled to deduct the amount so payable from any monies otherwise due to the bidder under contract.

37. 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.

38. Period of Validity of Offer

For the purpose of placing the order, the proposals shall remain valid till 180 days. During the period of validity of proposals, the rates quoted shall not change. In exceptional circumstances, WEBEL may ask for extension of the period of validity and such a request shall be binding on Bidders. WEBEL'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.

39. 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, WEBEL 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 filling on the part of the bidder.

40. 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 totaling or carry forward in the amount quoted by the bidder shall be corrected.

41. Bid Due Date

The online tender has to be submitted not later than the due date and time specified in the Important Dates Sheet. WEBEL may as its discretion on giving reasonable notice extend the bid due date, in which case all rights and obligations of the WEBEL and the bidders, previously subject to the bid due date, shall thereafter be subject to the new bid due date as extended.

42. Late Bid

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

43. Opening of Bid by WEBEL

Bids shall be opened and downloaded electronically through operation of the process in the e-Tender portal in presence of Tender Committee.

44. Contacting WEBEL

Bidder shall not approach WEBEL officers beyond office hours and/or outside WEBEL office premises from the time of the Bid opening to the time of finalization of successful bidder. Any effort by bidder to influence WEBEL 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 WEBEL, it should be in writing following the procedure mentioned hereinabove.

45. WEBEL's Right to reject any or all Bids

WEBEL 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.

46. Bid Currencies

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

47. Price

- 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 WEBEL reserves the right to reject such vague offer.

48. 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 Bidders.

49. Non-Transferability of Tender

All legal obligations on part of Bidders shall be responsibility of the bidder and cannot be transferred to any other entity (which was not part of initial bidding process, in case of consortium) through sub contract. This tender document is not transferable.

50. 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 initialed 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 & initialed with date by the authorized signatory after striking out the original words/figures completely.

51. 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.

52. 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.

53. Preparation of Tender

Tender shall be submitted in accordance with the following instructions:

- a) 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.
- b) 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.
- c) 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.
- d) Tenders shall be uploaded as notified on or before the date and time set for the opening of tenders in the Notice Inviting Tenders.
- e) Tenders subject to any conditions or stipulations imposed by the bidder are liable to be rejected.
- f) Each and every page of the tender document must be signed with company seal by the bidder.
- g) 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.

54. Splitting of the Contract and Curtailment of work

WEBEL 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.

55. Final Inspection

Final inspection will be carried by the authorized representative from WEBEL. / Department.

56. Site Inspection

Bidder can inspect (at their own cost) the sites if required, for which they have to take necessary permission from WEBEL in writing.

57. Erasure or Alterations

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.

58. Compliance with Law

The bidder 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 bidder 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.

59. Clarifications of Bids

During evaluation of the bids, WEBEL 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.

60. Deemed Acceptance

Deliverables will be deemed to be fully and finally accepted by the WEBEL in the event WEBEL has not submitted such Deliverable/Service Review Statement to Bidder/Implementation Partner before the expiration of the review period, or when WEBEL uses the Deliverable in its business, whichever occurs earlier ("Deemed Acceptance").

61. Quality Control

- The bidder is obliged to work closely with WEBEL and/or Department, act within its authority and abide by directive issued by them on implementation activities.
- The bidder will abide by the safety measures and free WEBEL and the concerned Department 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 WEBEL and Department responsible.

- The bidder 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 WEBEL/Department.
- WEBEL reserves the right to inspect all phases of bidder's operation to ensure conformity to the specifications. WEBEL shall have engineers, inspectors or other duly authorized representatives made known to the bidder, 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 WEBEL does not relieve the bidder of the responsibility for quality control in all phases.
- 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.

62. General Terms

- a) All the pages of the bid document including documents submitted therein must be duly signed and stamped failing which the offer shall be liable to be rejected.
- b) 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 WEBEL 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.
- c) No Technical/Commercial clarification will be entertained after opening of the tender.
- d) Overwriting and erasures may make the tender liable for rejection if each of such overwriting/erasures/manuscript ion is not only signed by the authorized signatory of the bidder. All overwriting should be separately written and signed by the authorized signatory of the bidder.
- e) Quantity mentioned in the tender document is indicative only and orders shall be placed subject to actual requirement. WEBEL reserve the right to increase or decrease the quantity specified in the tender.
- f) WEBEL 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.
- g) WEBEL reserve the right to ask for clarification in the bid documents submitted by the bidder. Documents may be taken if decided by the committee.
- h) 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.

- i) No dispute by the bidders in regard to Technical/Commercial points will be entertained by WEBEL and decision taken by the Tender Committee will be final.
- j) Discrepancy in the amount quoted by the bidder due to calculation mistake, the unit rate shall be regarded as firm and the totaling or carry in the amount quoted by the bidder shall be corrected accordingly.
- k) The price offers shall remain firm within the currency of contract and no escalation of price will be allowed.
- l) The acceptance of the tender will rest with WEBEL who is not bound to accept the best (as per QCBS system) 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.
- m) WEBEL at its discretion may extend the deadline for the submission of Bids.
- n) 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.

8. PAYMENTS terms, Service Level Agreement and PENALTIES

The call center payments will be paid on monthly basis after adjusting for a penalty (if any) as per the Call Centre Cost given by the applicant. The cost will be computed by multiplying the number of persons deployed every month with that of the cost per person as per monthly rate.

The successful bidder shall submit all the reports as mutually agreed between WEBEL 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

1.1. Penalties as per Service Level Agreements:

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%	<p>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.</p> <p>For example, if there were 120 minutes in a month when system wasn't working in a month of 31 days, availability will be $[100 - \{120 / (31 \text{ days} \times 24 \text{ hours} \times 60 \text{ minutes})\} \times 100] = 99.73\%$</p>	As per Penalty clause given below.
2.	Call for 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.

Sl. No.	SLA Parameter	Target Performance	Description	Penalty
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.

Penalties (Call Centre Unit)

1. 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%	5%
Between 95-97.5	8%

- 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 WEBEL.

4. 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 WEBEL.

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 enquiry and 5 inputs about government schemes /week per Field Executive	Conducting 5 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.

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.

- 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. WEBEL 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 WEBEL. 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.
 - Delays in deliverables
 - Not assigning adequate resources on time
 - Not engaging resources on a dedicated basis, even when required
 - Assigning resources that do not meet the requirements of WEBEL
 - 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.

9. Roles & Responsibilities of CRMU

Part-I (Call Centre Unit)

- The agents will be responsible for taking calls, seeking data for all relevant fields of the prescribed format, and recording the data. They will have to identify missing data and make outbound calls to complete them.
- The agents will be responsible for maintaining the Complaint Registration Register for all incoming calls received along with generating a unique identification number.
- The agents need to collate data of all verified calls in the prescribed format.
- The data analyst will be responsible for data sanitisation of all recorded entries, data categorization, forwarding data to WEBEL, supervising the outbound calls, and generating intuitive reports as required by supervising officials.
- The other roles of the CSP will include making outbound calls to check for data discrepancy, verifying the compliance of grievance, random outbound calls to access grievances of citizens, Citizen Satisfaction Survey, and initiatives like HCM's insights etc.

- The Associate Managers/Managers will be responsible for the supervision of the overall working of the unit and to ensure smooth operation. They will liaison with WEBEL officials with forwarding the data, collecting Action taken report (ATR), and generating reports as desired by the supervisors/authorized personnel.

Operational Time: To start with, the CRMU set-up may be operational from 9 AM to 6 PM in a single shift, which may be increased to 12, 24 hours duration later as per requirements.

Part-II (Validation Unit)

- Field Officers shall manage the team not exceeding 10 Field executives. They would also collate and summaries reports received from field executives.
- Validation managers would be responsible for collation, review and analysis of the reports received from field officers. They would draw timely conclusions based on the reports submitted to them.
- Preparation of various reports.

10. TERMS OF REFERNCE

Part-I (Call Centre Unit)

For measuring the compliance of the project to the envisaged requirement, Service Level Agreements (SLAs) related to expected levels of service (i.e., baseline service level) are to be ensured by the CSP for the project.

CSP shall be responsible for the escalating issue, if any, which is required to be discussed and resolved for the smooth operation of the project well in time. Any low performance as reflected in the SLA performance of the CSP would be the sole and complete responsibility of the CSP.

The key service level requirements for the project, which need to be ensured by the CSP during the operations and maintenance period, are given below. These performance requirements shall be strictly adhered by the CSP. The SLA monitoring shall be done/reviewed on a periodic basis as defined in the RFP. During the contract period, it is envisaged that there may be changes to the SLA, in terms of addition, alteration or deletion of certain parameters based on mutual consent of both the parties

- The grievance should be uploaded at the earliest. A mutually agreed upon timeline for uploading of grievances as per the level of priority/solvability shall have to be given before the start of project.
- Data sanitization, data categorization and accuracy should be ensured before uploading to the portal within the time frame mentioned.
- The feedback on grievances resolution through an outbound call to be adhered to within 24 hours of receiving conclusive ATR from HoDs.

- The agency needs to adhere to all terms and conditions of the data confidentiality clause as detailed in this RFP. The reports generated cannot be shared/used in whole or in parts in any other form of representation. The agency and all employees must strictly abstain from making any statements (written or verbal) in the public, media or social media etc. about the workings of the unit.
- The timeline of other deliverables like citizen satisfaction survey, HCM insights, reports needed from time to time etc., must be adhered to as directed by the supervising authority.
- Tele-callers and Data analysts must carry out their defined job role under the supervision of Principal Managers/Senior Managers who directly report to the supervising officers as deputed from time to time. This hierarchy must be followed for all day-to-day activities.
- Zero tolerance policy to be followed to ensure that no calls are left unattended and strictly professional approach is followed for every citizen interaction.
- The following issues must be flagged separately:
 - Sub-judice cases
 - Cases mentioning any political party, name of a political leader etc.
 - RTI matters.
 - Issues related to territorial integrity of the country/state.
 - Personal and family disputes.
 - Suggestions.

Part-II (Validation Unit)

For measuring the compliance of the project to the envisaged requirement, Service Level Agreements (SLAs) related to expected levels of service (i.e., baseline service level) are to be ensured by the Validation Unit Team for the project.

All care should be ensured that physical executives are briefed properly to follow applicable laws in force especially concerning privacy.

11. Annexure:

11.1 Pre-Query Format

If the applicant, desiring to respond to RFP for Implementation of Call Centre for WEBEL 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)

11.2 Cover Letter

RFP No: WEBEL/EOT/COM/22-23/00033

Date: 05.08.2022

To,

The General Manager Commercial,
West Bengal Electronics Industry Development Corporation Limited
Webel Bhawan, Block- EP & GP, Sector-V, Salt Lake, Bidhan Nagar,
Kolkata-700091 West Bengal

Sir,

Sub: WEBEL/EOT/COM/22-23/00033, DATED 05.08.2022

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 MPI&GC 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 WEBEL written acceptance thereof and WEBEL'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 MPI&GC in the format requested for. We also understand that MPI&GC has the exclusive right to reject this offer in case MPI&GC 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 MPI&GC reserves the right to reject the offer if anything is found incorrect.

Place:

Date:

Seal and signature of the bidder

11.3 Confirmation of Eligibility Criteria

(On Applicant's Letter Head)

Date:

To,

The General Manager Commercial,

West Bengal Electronics Industry Development Corporation Limited

Webel Bhawan, Block- EP & GP, Sector-V, Salt Lake, Bidhan Nagar,

Kolkata-700091 West Bengal

Sir,

Sub: WEBEL/EOT/COM/22-23/00033, DATED 05.08.2022

SI No.	Eligibility Criteria Requirements	Supporting Requirements
1	The Applicant can be a Government Organization/PSU/Public/Partnership/Private limited company or subsidiary thereof.	Certificate of Incorporation
2	The Applicant /Group Company/ Subsidiary/ Parental Company should have been in operation for at least 3 years as of the date of RFP. In case the current Bidder Company is the result of a merger/acquisition, at least one of the merging companies should have been in operation for at least 3 years as of the date of RFP.	Certificate of Incorporation
3	The Applicant /Group Company/ Subsidiary/ Parental Company should be profitable in two out of the last three financial years (2019-20, 2020-21, and 2021-22)	Audited Financial Statements for 2019-20, 2020-21, 2021-22 Or Certificate from the chartered accountant

SI No.	Eligibility Criteria Requirements	Supporting Requirements
4	The applicant should not have been blacklisted by any Government or PSU enterprise in India as on the date of the RFP	Self-Declaration certified by an authorized signatory of the applicant
5.	The Applicant/Group Company/ Subsidiary/ Parental Company providing BPO/Call Centre services must have registered itself with Department of Telecommunication (DoT)/ TRAI.	Copy of DOT/ TRAI certificate for the proposed sites
6	The Applicant /Group Company/ Subsidiary/ Parental Company providing BPO/Call Centre services, should be operating with an aggregate of at least 2000 Full-Time Equivalents (FTEs) on company payroll for its Indian Call Centre Voice operations as on date of RFP	Certificate from the Applicant's HR head
7	The Applicant/Group Company/ Subsidiary/ Parental Company providing BPO/Call Centre services, must include one BFSI company/Government contract/PPP Partnership Arrangement for whom the bidder has set up a Call Centre of at least 200 FTEs	Letter from the client on its letterhead/ LOI/ Agreement that confirms all the required points
8	The Applicant should have obtained an ISO certification	Copy of the certificate

Place:

Date:

Seal and signature of the bidder

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

11.4 Undertaking for Data and Information Security

(On the Letterhead of the applicant)

Strictly Private and Confidential

To,

The General Manager Commercial,

West Bengal Electronics Industry Development Corporation Limited

Webel Bhawan, Block- EP & GP, Sector-V, Salt Lake, Bidhan Nagar,

Kolkata-700091 West Bengal

Sir,

Sub: WEBEL/EOT/COM/22-23/00033, DATED 05.08.2022

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 WEBEL 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;

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

12. 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 SECURITY DEPOSIT

KNOW ALL MEN BY THESE PRESENTS that in consideration of West Bengal Electronics Industry Development Corporation 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 Bidder") Having its Head Office at _____, a Bank guarantee for Rs. _____ in lieu of Cash Security Deposit for the due fulfilment by the Bidder 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 Bidder 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 Bidder 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 bidder and accordingly discharged the guarantee.

(4) We _____ the Guarantor undertake to extend the validity of Bank Guarantee at the request of the bidder 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 filed against us within 6 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 affected by liquidation or winding up or insolvency or closer of the Bidder.

(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

1) _____

2) _____

(Name & address in full with Rubber Stamp)

INSTRUCTIONS FOR FURNISHING BANK GUARANTEE

1. 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.
2. 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.
3. 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.
4. A Confirmation Letter of the concerned Bank must be furnished as a proof of genuineness of the Guarantee issued by them.
5. 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.
6. Each page of the B.G. must bear signature and seal of the Bank and B.G. Number.
7. The content of the B.G. shall be strictly as Proforma prescribed by WEBEL in line with Purchase Order /LOI/ Work Order etc. and must contain all factual details.
8. Any correction, deletion etc. in the B.G. should be authenticated by the Bank Officials signing the B.G.
9. In case of extension of a Contract the validity of the B.G. must be extended accordingly.
10. B.G. must be furnished within the stipulated period as mentioned in Purchase Order / LOI / Work Order etc.
11. Issuing Bank / The Bidder are requested to mention the Purchase Order / Contract / Work Order reference along with the B.G. No. For making any future queries to WEBEL.

13. CONSORTIUM AGREEMENT

(TO be given on Rs.100 stamp paper)

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

- (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, WEBEL has issued Tender No **WEBEL/EOT/COM/22-23/00033** (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 / 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 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 WEBEL 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;
- b) Rejection of Bid submitted by the Parties in consortium with each other;
- c) Contract/Bid is awarded to a third party;
- d) The Lead Member decides not to submit the Bid.

6.1 Consequences of Termination/ expiry

- (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 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 WEBEL.

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 WEBEL 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:

- 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
- c) May not be amended or modified except in writing signed by each of the Members and with prior written consent of WEBEL.

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 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 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

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

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 __

- | | |
|----|----|
| 1. | 2. |
|----|----|