

***Inspector General of  
Registration & Controller of Stamps***

***Maharashtra State  
Pune***



Tender Number: IGR/D3/eTender/CCManpowerAgency/2017

Date: 12<sup>th</sup> September 2017

**Request for Proposal**

***Selecting Manpower Agency for Call Centre  
(SARATHI Helpline)***

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## **1. INVITATION FOR TENDER**

**To:**

**The Prospective Bidders**

The Inspector General of Registration & Controller of Stamps, Maharashtra State, Pune invites (also referred to as “Purchaser” in this document) offers (Technical and Commercial) for this tender. For the procurement process, the bidders shall follow the procedure described on e-Tendering website (<http://mahatenders.gov.in/nicgep/app>). For further details about the e-Tendering procedure and its requirements, refer manual available on the e-Tendering website.

The tender document will be available on e-Tendering website and may be downloaded by the interested bidders. The bidders are required to submit the tender fee and EMD online on or before the last date of bid submission through e-tendering website (<http://mahatenders.gov.in/nicgep/app>) without which bid shall be considered incomplete & non responsive and hence shall not be considered for evaluation. The tender fee shall be non-refundable.

The purchaser reserves the right to accept or reject or cancel any bid or relax any part of the tender document without assigning any reason thereof. All the work, under the scope of this tender, will be on rate discovered through the tender. Important information about the bid is given in section 2- SCHEDULE

Sd/-

**Inspector General of Registration &  
Controller of Stamps, Maharashtra State,  
Pune**

**2. SCHEDULE**

#	Events	Date/Place/Time
1.	Tender Reference No:	IGR/D3/eTender/CCManpowerAgency/2017
2.	Tender Fee	Rs.1,000/- (One thousand only)
3.	Earnest Money Deposit (EMD)	Rs.5,00,000 (Rupees Five Lakh Only)
4.	e-Tendering Website	<a href="http://mahatenders.gov.in/nicgep/app">http://mahatenders.gov.in/nicgep/app</a>
5.	Date of tender issue	12 <sup>th</sup> September 2017
6.	Last Date for Submission of Pre-Bid Queries	18 <sup>th</sup> September 2017 (only by email at <a href="mailto:dig.it@igrmaharashtra.gov.in">dig.it@igrmaharashtra.gov.in</a> )
7.	Date, Time & Place of Pre-Bid Conference	22 <sup>nd</sup> September 2017, 11:00 am Office of the Inspector General of Registration & Controller of Stamps, M.S., Pune, New Administrative Building, Ground Floor, Opp. Council Hall, Pune-411 001.
8.	Last Date, Time and Place for submission of Bids	06 <sup>th</sup> October 2017, till 02:00 pm through eTendering portal
9.	Period of Bid Validity	120 days from the date fixed for submission of Bids, which can be extended, if required.
10.	Date, Time and Place of opening of the Pre-qualification Proposals	07 <sup>th</sup> October 2017 at 03:00 pm through eTendering portal Office of the Inspector General of Registration & Controller of Stamps, M.S., Pune, New Administrative Building, Ground Floor, Opp. Council Hall, Pune-411 001.
11.	Date, Time and Place of opening of the Commercial Proposals	Date and time shall be communicated after opening of pre-qualifications proposals.
12.	Contact Person	Ms. Supriya Karmarkar DIG (IT), IGR Department. Ph:02026123826 Fax:02026129949 Email Id: <a href="mailto:dig.it@igrmaharashtra.gov.in">dig.it@igrmaharashtra.gov.in</a>

### 3. DEFINITIONS

In this tender document and associated documentation, the following terms shall be interpreted as indicated below:

- **"Contract"** means an agreement entered into by the Purchaser with the successful bidder by signing a contract form in a given format by the parties, including all the attachments and appendices thereto, and all documents incorporated by reference therein
- **"Contract Price"** means the price payable to the Vendor under the contract for the full and proper Performance of its contractual obligations
- **"Eligible Bidder"** means bidder satisfying qualifying criteria
- **"EMD"** means Earnest Money Deposit
- **"e-Tendering System"** means the Government of Maharashtra's electronic tendering system listed at <http://mahatenders.gov.in/nicgep/app>
- **"IGR"** means Inspector General of Registration & Controller of Stamps
- **"IGRO"** means Office of the Inspector General of Registration & Controller of Stamps.
- **"Non-compliance"** means failure/refusal to comply the terms and conditions of the tender
- **"Non-responsive"** means failure to furnish complete information in a given format and manner required as per the tender documents or non-submission of tender offer in given Forms/Pro-forma or not following procedure mentioned in this tender or any of required details or documents is missing or not clear or not submitted in the prescribed format or non-submission of tender fee or EMD.
- **"Purchaser"** means Inspector General of Registration & Controller of Stamps, Maharashtra State, Pune
- **"Services"** means services to be provided as per the requirement mentioned in the scope of work
- **"SRO"** means Sub-Registrar Office
- **"Vendor" or "Selected Bidder" or "Successful Bidder"** means the successful bidder with whom the Purchaser enters into an agreement.
- **"Day"** means calendar day
- **"INR"** means Indian Rupee
- **"FAQ"** refers to Frequently Asked Question
- **"PAN"** means Permanent Account Number
- **"CCC"** refers to Citizen Call Centre
- **"Citizen Call Centre" or "Call Centre"** refers to Call Centre Premises (Call Centre Operator room, server room, Supervisor room, Corridor between rooms), Infrastructure installed and manpower working for call centre.
- **"CCO"** refer to Call Centre Operator
- **"Total Monthly Payment"** refer to monthly payment made to the vendor as per agreed commercial and terms & conditions of the RFP
- **"Department"** refer to the Department of Registration & Stamps, Maharashtra

- **“Staff member”** refer to each & every staff provided by vendor. It includes Call Centre Operators, Call Centre Supervisor and System Analysts.
- **“Maintenance”** means
  - Taking care of the machine
  - Changing the faulty parts immediately and then claiming it with the original supplier as per warranty terms (In case of any replacement of parts, the selected bidder should do it in consultation of supplier/OEM)
  - Locate the technical faults and escalate it to the original supplier immediately. The bidder should abide by the terms and conditions of the supplier contract.
  - Housekeeping of al hardware
  - Other tasks required to keep the system functional
- **“Qualified bidder”** refers to bidder satisfying pre-qualification criteria.
- **“Qualified bid”** refer to bid of qualified bidder.
- **“TEC”** refer to Technical Evaluation Committee



## 4. INTRODUCTION

Government of Maharashtra has been a pioneer in promotion of ICT and e-Governance in India. Maharashtra is one of the leading states in the area of e-Governance in the country.

The Department of Registration and Stamps has been the front-runner in providing information regarding its services to the citizens of the state. Call Centre is one of the modes of providing information in a systematic manner. The detailed information regarding the department and its initiative of call centre is provided in further sections of the tender document.

### 4.1. Departmental Background

The Department of Registration and Stamps looks after registration of documents and recovery of stamp duty. A set procedure of registration and collection of stamp duty is laid down as per the Registration Act, 1908 and Maharashtra Stamp Act, 1958 respectively.

The main functions performed by the department are:

- Registration of documents
- Preservation of the registration documents
- Collection of Stamp Duty

The Department of Registration and Stamps has a vast expanse in the state of Maharashtra and is the 2nd highest revenue earning department for the Government of Maharashtra. The department provides services through more than 500 offices in the State of Maharashtra. Department has fully computerised its Registration process. For this every Sub Registrar Office (SRO) is equipped with PCs, Printers, Scanners, Bio-Metric device, Barcode Reader and Web Camera. For Power back up, UPS is provided to all SROs. This computerisation project is called as iSARITA (Integrated Stamps and Registration Information Technology Application).

### 4.2. Call Centre Objective

The communication revolution has been identified by the IGR Department as an opportunity for provisioning Department services through Citizen Call Centre (CCC). The CCC will deliver non-emergency G2C services to citizens over the phone through a single unique number which will be common for all the Department services. The objective behind establishment of Citizen Call centre is to provide a single point of contact to citizens for provision of non-emergency informational, grievance and transactional services.

SARATHI call centre of the department is located at the IGR office, Pune. The call centre currently handles the queries pertaining to the Department and its various processes. It was established in November 2014. The existing statistics indicate that the call centre caters to approximately 1,40,000 - 1,50,000 call volume per annum. Some of the key benefits envisaged from CCC are listed as below:

- Common, single Unique Number for the Department services
- Timely access to Information/G2C services
- One number to call
- Provide service tracking information and grievance handling

This RFP intends to select a manpower agency which will provide operators to the Department's call center as per the scope of work and terms & conditions described in the following sections.

## 5. PROJECT PROFILE

This section provides other details of project relevant to manpower agency.

### 5.1. Working hours of Call Centre

Call Centre shall run in two shifts,

- **Morning Shift:** 6:45 A.M. to 2:15 P.M. (Actual call timing from 07:00 am to 02:00 PM)
- **Evening Shift:** 1:45 P.M. to 9:15 P.M. (Actual Call timing from 02:00 PM to 09:00 PM)

Call Centre shall operate all the 7 days of a week and all the 365 days (or 366 days in case of leap year) of a year. Call Centre shall remain closed on:

1. 26<sup>th</sup> January, 1<sup>st</sup> May, 15<sup>th</sup> August and 2<sup>nd</sup> October
2. Any other day declared holiday for call centre by IGR, Maharashtra

Call centre agency should also ensure that the minimum number of holidays as per the labour laws are complied.

### 5.2. Number of seats in Call Centre

Call Centre will start its functioning with 9 seats per shift. Out of 9, 8 shall be occupied by Call Centre Operators and 1 shall be occupied by System Analyst. The office timings for the Call Centre Supervisor shall be between 09:30 am to 06:00 pm including break time of total 1 hour during the day.

Depending upon the load of calls on the call centre, the department may decide to increase number of seats of either Call Centre Operator or System Analyst. Increasing number of seats shall solely be purchaser's decision. If successful bidder feels it is not able to meet SLAs with the given number of seats, it may present its case with all the supporting data. If purchaser still decides to continue with the same number of seats, successful bidder will have an option to leave the project after serving two months of notice period.

Number of seats may be increased on temporary or permanent basis. Successful bidder has to maintain total occupancy of seats for all the time during contract period. Number of seats may

also be decreased by the Purchaser after giving one month of notice period.

### 5.3. Induction Training

Each and every staff member (at the time of joining and afterwards) provided by vendor has to undergo induction training as designed by purchaser. Without proper training, no staff member shall be allowed to work in call centre.

Unless and until purchaser declares any staff member (new or old) fit for working in call centre, staff member shall not be allowed to work. Moreover purchaser shall provide training only once in three months. Request for training has to come from vendor. Training schedule shall be finalised after mutual discussion with vendor. Beyond this no more training shall be provided and hence no more new staff members shall be allowed to join call centre. IGR may re-consider this in exceptional conditions.

Training shall be up to two weeks and broadly comprise of following components.

1. Training on software, hardware and call centre solution implemented in Call Centre
2. Training on functioning of Department
3. Examination in the form of interview or in any other format

Training may include classroom training, hands-on training and field visits. Staff members may also be given some study material for reference purpose which they need to preserve during entire contract period. Training shall be considered to be complete only upon successfully clearing the examination or declared fit to work in call centre by the purchaser.

Purchaser shall provide training on software, hardware and call centre solution only once at the start of the project. Later on in the cases of new deployments or as and when required, this training has to be provided by the existing staff of call centre.

### 5.4. Purchaser responsibilities

1. Purchaser would provide space for call centre.
2. Purchaser would provide seating space for all the CCOs, System analysts and 1 Call Centre Supervisor.
3. Purchaser would provide hardware infrastructure like servers, desktop computers, headphones, Air conditioners, table, chair and power back-up through UPS/Inverter.
4. Purchaser would provide required networks and networking equipment.
5. Purchaser would provide basic training to CCOs for providing better services to the citizens.
6. Purchaser would pay all the telephone bills, electricity bills, property tax and connectivity bills required to run the call centre.
7. Purchaser shall manage the opening and closing of call centre facility on time.
8. Purchaser shall provide seating space for two additional staff members (Call Centre operator or System Analyst) in the cabin of Call Centre Supervisor or as specified later.

These additional staff members may fill seats left vacant by regular staff member due to unforeseen emergency reasons. This should not be considered as additional seats in any case.

Call Centre Supervisor is free to use these staff members for call centre work. However purchaser is not bound to provide them any other facility (For e.g. PC, Printer etc) as may be enjoyed by other staff members who are occupying seats. But they are required to comply with the conditions mentioned in section 5.6, Annexure H or any such other conditions mentioned in the RFP.

#### 5.5. Contract Period

Contract period shall be for 1 year starting from the date of issue of work order. At the end of the year, performance of the vendor shall be reviewed. If performance is found to be satisfactory then purchaser on its sole discretion may extend the contract period with the vendor by 1 more year. Further extension of 1 year may also be given at the end of the 2<sup>nd</sup> year, if performance is found to be satisfactory in the 2<sup>nd</sup> year (*i.e. Total duration including extensions should not be more than 3 years from the commencement date*).

#### 5.6. Terms & Conditions for deployed manpower

1. The staff members supplied by the Vendor should not have any adverse Police records/criminal cases against them. The Vendor should make adequate enquiries about the character and antecedents of the persons whom they are recommending. The personnel should be deployed for the work only after due verification by the local police for their character and antecedents by the Man Power agency. Successful bidder shall be required to submit an undertaking as per Annexure I in this regard.
2. It shall be vendor's responsibility to utilize all the committed (as per technical bid) manpower efficiently. All the deployed manpower should work on this project on full time basis. All the deployed manpower should work for at least 15 days per month in call centre.
3. Proofs of identity like driving license, salary bank account details, previous work experience, proof of residence and recent photograph shall be submitted to Purchaser.
4. Vendor has to submit all the necessary documents supporting eligibility criteria of the deployed resources along with deployment of resources.
5. Vendor will also ensure that the personnel deployed are medically fit and will keep in record a certificate of their medical fitness. The vendor will take all necessary steps related to covering their personnel's health and safety during their deployment with purchaser.
6. It shall be the duty of the vendor to pay call centre staff salary every month on time through ECS and provide a proof of doing so to the Purchaser on demand. Vendor has to provide proof of salary dispatch to all the staff members, on demand by the purchaser.

7. There is no Master and Servant relationship between the employees of the Vendor and Purchaser and further that the said persons of the Vendor shall not claim any absorption in the Department of Registration & Stamps, Maharashtra, on any ground whatsoever.
8. The vendor shall not claim any benefit/compensation/absorption/regularization of services from/in the Department under the provision of Industrial Disputes Act., 1947 or Contract Labour (Regulation & Abolition) Act, 1970. Undertaking from the persons to this effect shall be submitted by the vendor to the Department at the time of deployment of staff.

**The vendor is required to submit Labour License for the work as per this RFP to the Purchaser within 1 month of date of issue of work order.**

9. The vendor's personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative/organizational matters without the permission of purchaser as all these matters are of confidential/secret nature.
10. The vendor will be wholly and exclusively responsible for payment of wages to the persons engaged by it in compliance of all the statutory obligations under all related legislations as applicable to it from time to time including Minimum Wages Act, Employees Provident Fund Act, ESI Act, etc. and the purchaser shall not incur any liability of the vendor for any expenditure whatsoever on the persons employed by the vendor on account of any such statutory obligation.
11. The vendor shall be required to pay minimum of wages; component wise and total; as defined in Annexure K 'Minimum Salary of Staff Member'. Any increment announced by the Government in any of the salary component of Annexure K during the contract period shall be passed on to the vendor in absolute terms.

For e.g. Assume vendor is paying monthly special allowance of Rs. 3000 to the staff member. If government increases special allowance from Rs. 2181 to Rs. 2500 per month then vendor shall get additional payment of Rs. 319 (2500-2181) per month per staff member deployed for Call Centre. Number of staff members eligible for this increment shall be as per number specified by bidder in its technical bid.

If vendor is found paying any component of salary lesser than as mentioned in Annexure K to any of its staff member deployed for the purchaser, vendor shall be penalised as per clause 'Non-Compliance to any other condition of contract/RFP'. Continued violation of this may lead to termination of contract and forfeiture of Performance Guarantee.

The vendor will have to provide following documents and details annexed with the invoice of every month to the Purchaser. Without these documents, invoice will not be processed for payment.

- 11.1. Salary details of each and every staff member deployed. Details should contain all the components of salary as defined in Annexure K. The details should be true representation of amounts as per latest government guidelines and regulations regarding Minimum wages.

- 11.2. Details of mode of salary and proof of salary payment (Photo copy of cheque if salary paid through cheque or account number, bank details and account statement of salary account of staff member if salary is electronically transferred. No other mode of salary transfer is permitted)
- 11.3. Other documents like details and proof of Professional Tax submitted by vendor to the Government, proof of PF paid to the staff and other salary related documents as specified by the Purchaser later. If these documents are not available for invoice month then vendor may submit documents of previous month regularly. So, if November month invoice payment is being considered, vendor has to ensure these documents up to October month are submitted to the vendor.
12. This Department shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the vendor.
13. The vendor on its part and through its own resources shall ensure that the goods, materials and equipment etc. are not damaged in the process of carrying out the services undertaken by it and shall be responsible for acts of commission and omission on the part of its staff and its employees, etc. If the Department suffers any loss or damage on account of negligence, default or theft on the part of the employees/agents of the vendor, then the vendor shall be liable to reimburse to the Department for the same. The vendor shall keep the Department fully indemnified against any such loss or damage.
14. All the staff members have to behave and work in a positive way and should strive to create a healthy working environment. Any non-compliance to this shall be treated as non-performance on part of vendor.
15. Vendor should ensure all the staff members deployed should always follow 'model code of conduct'.
16. Any other terms defined by purchaser for efficient running of call centre.

## 6. SCOPE OF WORK

The successful bidder shall be required to provide manpower to the Department's call centre. Bidder has to ensure availability of below mentioned staff on full time basis. All the staff provided by bidder has to follow 'Model Code of Conduct' as specified in Annexure I all the time during working hours of call centre.

### 6.1. Call Centre Operators

The successful bidder shall be required to provide call centre operators (CCO) to fully occupy Call Centre Operator seats as specified in section 5.2 on full time basis. Sufficient buffer of CCOs should be maintained to keep the CCO seat occupancy 100% all the time. CCO should meet the minimum requirements as specified in "Annexure A –Eligibility Criteria".

Responsibilities of Call Centre Operator include following but not limited to:

1. Attend call and respond as per FAQ database provided by the Department.
2. Call may be a query or feedback or complaint. Query has to be answered using FAQ database and training provided by the purchaser. Feedback has to be taken and stored in the database. Complaint has to be recorded; ticket number has to be provided and has to be sent to system analyst for further processing.
3. Call Centre Operator also need to respond to citizen queries through email and web portal.
4. Collecting regular citizen feedback regarding the service provided by the call centre (by calling the citizens, through email campaigns, etc.)
5. Updating FAQ list based on the questions asked by the citizens and collecting respective responses from the concerned departmental officers
6. Few activities suggested by the Call Centre operator as a response to citizen queries can be difficult to follow, complex, lengthy and could be futuristic. The Call Centre Operators are supposed to call back such citizens to check whether the query has been answered correctly and if the work is completed as per Citizen's satisfaction.
7. Proactively calling the citizens and making them aware about new schemes/ developments of the department. The call centre supervisor need to plan for at least 1 such drive in every 45 days in consultation with the department.
8. The call centre operators shall be required to maintain the citizen database as per the format agreed by the department. This database shall be used for contacting the citizens wherever necessary.
9. Any other responsibility as defined by Purchaser.

All the CCOs have to mandatorily undergo induction training programme as per section 5.3 before actually starting working in the call centre. On the date of deployment of staff members

to Purchaser, vendor shall be required to provide list of staff members who will be attending training and shall subsequently work for the Department Call Centre. **Minimum 20 CCOs and 4 System Analysts** should attend training and should be deployed.

Call Centre with current capacity of 10 seats per shift should be able to handle at least 1000 calls per shift. Depending upon load & nature of calls in call centre, purchaser may decide to increase number of CCO seats in call centre. On increasing number of seats, vendor shall be required to provide additional CCOs so that all the seats are occupied then and thereafter. Additional CCOs as per increased seats has to be provided within 21 days from the date of request of purchaser.

## 6.2. System Analyst

The successful bidder shall be required to provide System Analysts to fully occupy system analyst seats as specified in section 5.2 on full time basis. Sufficient buffer of System Analysts should be maintained to keep the System Analysts seat occupancy 100% all the time. System Analyst should meet the minimum requirements as specified in “Annexure A –Eligibility Criteria”.

System analyst shall be responsible for following activities:

1. System analyst should understand the entire working of the Department including organisation structure, hierarchy, function, Departmental services, Geographical distribution of IGR offices, working style etc.
2. Primarily it shall be responsible for transferring grievance captured through call centre to the correct officer in the Department for its immediate redressal.
3. Following up with the officers of the Department for the grievance redressal as per escalation matrix provided by the department
4. It may be required to do outbound calls to better understand grievance of the caller, update caller about the grievance status, etc.
5. System analyst should assist Call Centre Supervisor in preparing various reports, doing invoice calculations and other activities.
6. System analyst should be able to work as CCO in case of higher load of calls.
7. System analyst should be able to work as Call Centre Supervisor in absence of regular supervisor.
8. System Analyst may also need to respond to citizen queries through email and web portal.
9. System Analyst should help Department in improving Call Centre Content Management. This will include identification of new FAQs, improvement in existing FAQs, etc.
10. Any other responsibility as defined by Purchaser.



All the System Analysts have to mandatorily undergo induction training programme as per section 5.3 before actually starting working in the call centre.

Depending upon load of calls on call centre, purchaser may decide to increase number of System Analyst seats in call centre. On increasing number of seats, vendor shall be required to provide additional System Analysts so that all the seats are occupied then and thereafter. Additional System Analyst as per increased seats has to be provided within 21 days from the date of request of purchaser.

### 6.3. Call Centre Supervisor

The successful bidder shall be required to provide a Call Centre Supervisor as per eligibility criteria mentioned in Annexure A on full time basis that will supervise all the CCOs, System Analysts and manage Call Centre day to day operations. Call Centre Supervisor shall act as single point of contact for all matters related to call centre. Service delivered by Supervisor should be of such a standard that it should eliminate the need of purchaser contacting directly to successful bidder.

Responsibilities of Call Centre Supervisor includes following but not limited to:

1. **Seat Occupancy Report:** Daily all the seats (Number of seats as specified by purchaser) of the call centre should be occupied without fail. Call Centre Supervisor shall monitor attendance of all the call centre staff members using Bio metric system and provide monthly seat occupancy report to the purchaser along with the invoice every month. This report should also contain details of applicable penalty as per SLA.
2. **Working Timing Report:** Daily monitoring of entry and exit time of staff members in Call Centre using Bio-metric system and provide report to the purchaser whenever demanded. Vendor is also required to submit a consolidated month-end report which should have details of applicable penalty as per SLA due to non-punctuality of staff members.
3. **Failure Reporting:** Proactive reporting of any kind of failure/malfunctioning in hardware, software, any other infrastructure and in call centre system set up which is disrupting or which may disrupt smooth functioning of call centre.
4. **Model Code of Conduct:** Monitoring the working & behaviour of CCOs as per Annexure I 'Model Code of Conduct' and report instances of non-compliance.
5. **Management of infrastructure:** Management of all the hardware (both IT & Non-IT) & software items installed for the purpose of call centre. This shall include
  - a. Maintenance of IT (both hardware and software) and Non-IT infrastructure including Desktop computers, Servers, Headphones, Air Conditioners, UPS, Inverter, Batteries, Switches, Routers and other items required for smooth functioning of call centre. Vendor shall be provided with the rights and obligations (except specifically excluded ones like payments) of the Department vis-à-vis the hardware/software suppliers for the overall management of hardware/software

services including monitoring of their performance as per agreed Terms & Conditions between Department & supplier at the time of procurement.

- b. Call Centre Supervisor should maintain register of all the problems reported in Call Centre infrastructure which comes under his scope of work, history of follow up done with supplier to resolve issues, resolution done by supplier's support team and date of resolution. Register should have sufficient details to prove that call centre Supervisor has put all its efforts to get faulty item repaired.

6. **Performance of Call Centre:** Monitoring performance of call centre with respect to following parameters and submitting monthly report to the purchaser along with the invoice every month:

- a. Quantum (Number & Total time) of calls attended.
- b. Number of calls landed on server but not attended.
- c. Number of calls attended category wise as defined by purchaser.
- d. Any other KPI as Supervisor deems fit or as specified by purchaser

Call Centre Supervisor along with system analysts should constantly try to improve the working of call centre, suggest innovative ideas of improvement and best practices existing in the call centre industry.

7. **Management of Call Centre Staff:** Management of HR related functions of Call Centre staff like

- a. Salary: Supervisor should be able to produce sufficient documents to show amount and mode of salary. This is to ensure labour laws of land are in compliance.
- b. Leave management:
- c. Domain Knowledge Development: Supervisor should keep checking knowledge of CCOs about department functioning through discussions, call barging etc. If he feels, on his request, further training sessions can be arranged by purchaser.

8. **Performance of CCOs:** Monitoring performance of CCOs with respect to following parameters and submitting monthly report to the purchaser before 5th of every month:

- a. Quantum (Number & Total time) of calls attended CCO wise.
- b. Number of calls rejected by CCO
- c. Quality of response by CCO
- d. Any other KPI as Supervisor deems fit or as specified by purchaser

9. **Cleanliness:** Maintaining cleanliness in entire premises of call centre.

10. **Restricted Entry:** Maintaining restricted entry to call centre. Only IGRO officials, Call Centre Supervisor, CCOs, System Analysts and other authorized persons are permitted inside call centre.

11. **Develop FAQ database:** Call Centre Supervisor with the help of system analysts has to analyse the feedback of callers about Department FAQ database. There may be a demand of

new FAQ or change in answer of existing FAQ. At the end of the month call centre Supervisor needs to submit report on,

- a. Questions asked frequently from callers but they doesn't exist in current database of existing FAQs
- b. Answers of existing FAQs with which callers are not satisfied and wanted change.

**12. Reporting parameters:**

- a. All the reports should be supported with necessary system generated documents wherever possible.
- b. All the reports should be submitted for the entire call centre and not separately for two shifts.
- c. All the reports should be submitted to Purchaser within two days from the end of week/fortnight/month or request unless specific timeline is not mentioned in the respective section.
- d. On the request of Purchaser, Supervisor should submit any report of required duration as & when required by the purchaser in addition to their defined periodicity.
- e. Any other report asked by purchaser to monitor working of Call Centre.

13. Any other duty required for smooth & continuous functioning of call centre as specified by purchaser.

Call Centre Supervisor have to mandatorily undergo induction training programme as per section 6.3 before actually starting working in the call centre.

Call Centre Supervisor can enjoy holidays on:

1. 26<sup>th</sup> January, 1<sup>st</sup> May, 15<sup>th</sup> August & 2<sup>nd</sup> October
2. Weekly off on Sunday

Apart from the above, Call Centre Supervisor shall have quota of 15 day leaves (In the contract of 1 year as defined in the RFP) which he/she can avail as per his/her own choice. In case of extension in contract, same quota of leaves shall again be given accordingly.

But it shall be the responsibility of Call Centre Supervisor to train and declare one of the System Analyst as Acting Call Centre Supervisor in his/ her absence. During absence of regular Call Centre Supervisor, the declared System Analyst shall work as acting Call Centre Supervisor. Acting Call Centre Supervisor shall have all the powers, responsibilities and liabilities of regular Call Centre Supervisor.

Call Centre Supervisor has to inform the purchaser well in advance regarding the leave plans. At this time only, the CC Supervisor needs to declare Acting Call Centre Supervisor. In no case in very strict words, Call centre should work without Call Centre Supervisor.

If call centre Supervisor is absent without informing the Purchaser or if Purchaser is not aware of Acting Call Centre Supervisor, then it shall be treated as Call Centre working without Call Centre Supervisor. In such a vendor shall be penalised as per SLA.

#### 6.4. Working time of Staff Members

##### **Working Time of Call centre operator & System Analyst:**

- **Morning Shift:** 6:45 A.M. to 2:15 P.M.
- **Evening Shift:** 1:45 P.M. to 9:15 P.M.

##### **Working Time of Call centre Supervisor:**

- **General shift:** 09:30 A.M. to 6 P.M.

If required, call centre Supervisor should work beyond working timing mentioned above to fulfil all its responsibilities.

##### **Break Time:**

- **Morning Shift Break:** 9 A.M. to 9:40 A.M.
- **Evening Shift Break:** 5:40 P.M. to 6:20 P.M.
- **General Shift Break:** 1:00 P.M. to 1:30 P.M.

Call Centre supervisor should ensure that at no time the call centre is without any call centre operators. All the given SLAs should be complied even during the breaks. Thus Call Centre Supervisor should ensure services of call centre are not interrupted even during the Break Time.

Call Centre shall precisely start\* its routine operations on 7:00 A.M. daily. Initial 15 minutes i.e. from 6:45 A.M. to 7 A.M. shall be utilized to

1. Open the main gate of Call Centre
2. Start computer systems, ACs etc.
3. Check server, headphones etc. all are working fine
4. Any other pre-requisites required for daily operations

Similarly Call Centre shall precisely shut\* its operations on 9:00 P.M. daily. Last 15 minutes i.e. from 9:00 P.M. to 9:15 P.M. shall be utilized to

1. Shut down computer system
2. Switch off all the ACs
3. Complete the calls landed before 9:00 P.M. and are continued after 9:00 P.M.
4. Lock main gate of Call Centre
5. Any other related work

30 minutes of overlap between two shifts i.e. from 1:45 P.M. to 2:15 P.M. when the complete staff of the call centre will be present, shall be utilized for giving new instructions, updates and to have general discussion with them.

##### **NOTE:**

# Call Centre should respond to all calls landing after 7:00 A.M. daily on call centre server

\* Call Centre should respond to all calls landing before 9:00 P.M. daily on the call centre server

#### 6.5. Separation and deployment of new staff member

1. If any staff member is unable to pass the examination during induction training, purchaser may reject the candidate. No further appeal in this regard shall be entertained.
2. If any regular staff member is observed to be flouting Terms & Conditions of contract agreement/RFP including 'Model Code of Conduct', it may be declared unfit to work by purchaser. In such a case, s/he shall not be allowed to work in the call centre further.
3. If vendor intends to deploy any new staff member in the call centre, then it has to intimate purchaser well (at least three weeks) in advance. New staff member has to report well (at least three weeks) in advance to the purchaser before joining the call centre. This advance period (at least three weeks) shall be utilised for induction training of the new purchaser.
4. Penalty as per section 8.2 shall be levied on every new deployment of staff member. This penalty shall be waived off if new deployment is replacing a person who has
  - a. Served the department for at least 6 months
  - b. Genuine reason to leave the job. In such a case, a proper proposal citing correct reasons of resignation, need to be submitted by vendor. Only if the proposal is accepted by purchaser penalty shall be waived off.

#### 6.6. Bio-metric Attendance system

Bidder shall be required to supply, install and maintain Biometric attendance system. This system shall be used for recording attendance of all the staff members of call centre. This system may also be used for recording attendance of other vendors working with the IGR Office or as specified by the purchaser.

Bio-metric Attendance system has to be purchased in the name of purchaser only. Once system supplied and installed at Call Centre, it shall become property of purchaser.

#### 6.7. Other work items

All the staff members supplied by successful bidder should compulsory wear proper identity card. Identity card should display name/logo of agency, photo of the operator, name of operator, blood group and contact number. These cards are to be constantly displayed by the staff members.

## 7. PROJECT IMPLEMENTATION

The below mentioned table delineates the various project activities and the associated timelines in DAYS from the project start date (i.e. date of award of contract).

#	Activity	Duration	Timeline
1	Project Start (Award of Contract) i.e. Date of issue of work order by the Purchaser	-	T
2	Deployment of Complete staff* in the call centre along with Biometric Attendance system	14 Days	T + 14 Days
3	Induction Training of staff	15 Days	T + 28 Days

\* Complete Staff includes all the manpower which vendor intends to deploy for Department's call centre. This should also include buffer staff member. At least 20 CCOs (8 CCO in 2 shifts each with 2 buffer) and 4 System Analysts (1 system analyst in 2 shifts each and 2 buffer) has to be deployed by the vendor.

## 8. SERVICE LEVEL AGREEMENTS (SLA)

### 8.1. Service level Objectives

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service to be provided by the vendor to purchaser for the duration of this contract. SLA defines the terms of the successful bidder's responsibility in ensuring the timely delivery of the deliverables and the correctness of the same based on the agreed Performance Indicators as detailed in the Agreement. This section defines various Service Level Indicators which will be considered by the purchaser in the Service Level Agreement with Successful bidder.

The vendor has to comply with all Service Level Agreements (SLAs) defined below to ensure adherence to project timelines, quality and availability of services.

### 8.2. SLA definition, measurement and monitoring

#	Activity	Penalty
1.	Deployment of staff for the first time	Complete* staff as per specified number of seats in this tender document along with Bio-metric system needs to be deployed within 21 days from the date of issue of work order. Per day delay in deployment of any staff member shall attract a penalty of 0.5 % per staff member per day of first month payment to vendor. Maximum penalty shall be up to 20% of total first monthly payment.  If penalty due to this increases above 20%, purchaser reserves the right to cancel the PO and forfeits Performance guarantee.
2.	Deployment of additional staff due to increase in number of seats by purchaser	Additional CCOs/System Analysts as per increased seats has to be provided within 21 days from the date of declaration of increasing seats in the call centre. Per day delay in deployment of each additional staff member shall attract a penalty of 0.5% per staff member per day of total monthly payment to vendor (Total monthly payment here refers to payment after increasing number of seats). Maximum penalty shall be up to 20% of monthly payment.  If penalty due to this increases above 20%, purchaser reserves the right to cancel the PO and forfeits Performance guarantee.
3.	Minimum deployment period of staff member	Minimum deployment period of staff member is 6 months or contract period whichever is lesser. If any new staff member is deployed before the end of minimum deployment period (except the case as explained in section 6.5) after the initial deployment, bulk penalty of Rs. 5,000 per staff member shall be levied on the vendor. Penalty shall be deducted from next payment due to

		vendor.												
4.	Reporting to Purchaser	<p>Call Centre Supervisor has to submit various reports as per section 6.3 to the purchaser. More than 3 instances of delay in submitting reports to purchaser shall attract penalty of 5% of monthly payment due.</p> <p>This penalty shall not be applicable if delay is due to other vendor and not in control of vendor supplying manpower.</p>												
5.	Seat Occupancy	<p>Per seat per shift per day non-occupancy of seat shall attract a penalty of 0.5% of total monthly payment due. This penalty is applicable only after initial deployment of manpower at the start of the project is done.</p>												
6.	Absence of Call Centre Manger	<p>As mentioned in section 6.3, Call Centre should have Call Centre Supervisor each and every working day of call centre. Per day Call Centre working without Call Centre Supervisor shall attract a penalty of 5% per day of total monthly payment due.</p>												
7.	Punctuality	<p>If staff members are found to be non-punctual, penalty shall be levied as follows</p> <table border="1"> <thead> <tr> <th>Number of non-punctuality cases in month of consideration</th> <th>Penalty</th> </tr> </thead> <tbody> <tr> <td>Less than or equal to 5</td> <td>1.0%</td> </tr> <tr> <td>More than 5 but less than or equal to 10</td> <td>2.0%</td> </tr> <tr> <td>More than 10 but less than or equal to 15</td> <td>3.0%</td> </tr> <tr> <td>More than 15 but less than or equal to 20</td> <td>4.0%</td> </tr> <tr> <td>More than 20 but less than or equal to 25</td> <td>5.0%</td> </tr> </tbody> </table> <p>Non-Punctuality case can be:</p> <ol style="list-style-type: none"> <li>1. Single Staff member coming late after 6:45 A.M in the morning shift</li> <li>2. Single Staff member leaving early before 2:15 PM in the morning shift</li> <li>3. Single Staff member coming late after 1:45 P.M in the morning shift</li> <li>4. Single Staff member leaving early before 9:15 PM in the morning shift</li> </ol> <p>All the above timings shall be as per data of Bio-metric system.</p> <p>Penalty shall be calculated from the total monthly payment due. For e.g. Number of non-punctuality cases in the month of January can be</p> <ol style="list-style-type: none"> <li>1. 2 staff members came late in morning shift on 3<sup>rd</sup> Jan</li> <li>2. 1 staff member came late in evening shift on 5<sup>th</sup> Jan</li> </ol>	Number of non-punctuality cases in month of consideration	Penalty	Less than or equal to 5	1.0%	More than 5 but less than or equal to 10	2.0%	More than 10 but less than or equal to 15	3.0%	More than 15 but less than or equal to 20	4.0%	More than 20 but less than or equal to 25	5.0%
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More than 10 but less than or equal to 15	3.0%													
More than 15 but less than or equal to 20	4.0%													
More than 20 but less than or equal to 25	5.0%													



		<p>3. 1 Staff member left early in evening shift on 10<sup>th</sup> Jan                  4. 1 Staff member left early in morning shift on 17<sup>th</sup> Jan                  5. 2 Staff members came late in morning shift on 25<sup>th</sup> Jan                  Total instances of non-punctuality cases – 7. Therefore, penalty of 2.0% of total payment due for January shall be levied.</p>												
8.	Unattended calls	<p>If call has landed on the server and CCO is free, CCO has to mandatorily take the call, otherwise penalty would be levied as follows:</p> <table border="1" data-bbox="592 595 1326 898"> <thead> <tr> <th>Percentage of calls unattended in the month of consideration</th> <th>Penalty</th> </tr> </thead> <tbody> <tr> <td>Less than or equal to 1%</td> <td>1.0%</td> </tr> <tr> <td>More than 1% but less than or equal to 2%</td> <td>2.0%</td> </tr> <tr> <td>More than 2% but less than or equal to 3%</td> <td>3.0%</td> </tr> <tr> <td>More than 3% but less than or equal to 4%</td> <td>4.0%</td> </tr> <tr> <td>More than 4% but less than or equal to 5%</td> <td>5.0%</td> </tr> </tbody> </table> <p>Percentage of calls unattended = <math>\frac{\text{Calls Unattended}}{\text{Total calls landed on server}}</math></p> <p>Call which have not been attended due to unavailability of CCO or sue to some technical issue shall not be counted in ‘Calls Unattended’</p> <p>Penalty shall be calculated from the total monthly payment due to vendor.</p>	Percentage of calls unattended in the month of consideration	Penalty	Less than or equal to 1%	1.0%	More than 1% but less than or equal to 2%	2.0%	More than 2% but less than or equal to 3%	3.0%	More than 3% but less than or equal to 4%	4.0%	More than 4% but less than or equal to 5%	5.0%
Percentage of calls unattended in the month of consideration	Penalty													
Less than or equal to 1%	1.0%													
More than 1% but less than or equal to 2%	2.0%													
More than 2% but less than or equal to 3%	3.0%													
More than 3% but less than or equal to 4%	4.0%													
More than 4% but less than or equal to 5%	5.0%													
9.	Non-Compliance to any other condition of contract/RFP	<p>If vendor is found to be flouting any other condition of the contract/RFP (for e.g. Proper management of Infrastructure, Model code of conduct, Terms &amp; Conditions for deployed manpower etc.) or not performing its duties as specified in the contract/RFP in the month of consideration, Purchaser is free to levy penalty upto 4% for the total monthly payment due.</p>												

Note:

1. All the penalties shall be calculated on monthly basis.
2. \*Complete Staff includes all the manpower which vendor intends to deploy for Department’s call centre. This should also include buffer staff member. At least 20 CCOs and 4 System Analysts has to be deployed by vendor.

The Penalty\* shall be calculated and deducted from the total monthly payment due. All the above mentioned penalties are independent of each other. All the penalties need to be calculated separately from the total monthly payment due to vendor.

The upper cap on the combined penalty due to non-compliance of service levels 4, 5, 7, 8 & 9 shall be 10%. If the total penalty at any point of time exceeds 50% of monthly payment due, the

department reserves the right to terminate the contract and get the work done through a third party at the risk and cost of the vendor.

*\*Purchaser reserves the right to waive off any penalty or part of the penalty if non-compliance of agreed terms & conditions is due to genuine and unforeseeable reason. Vendor need to submit a detailed presentation for claiming any such waiver.*

## 9. INSTRUCTIONS TO THE BIDDERS

### 9.1. Language of Bid

- The bid, as well as all correspondence and documents relating to the bid exchanged by the bidder and the purchaser, shall be in English language only.
- Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an appropriate translation in English language and in such a case, for purpose of interpretation of the bid, the translation shall govern.

### 9.2. Submission of Tender Offers

- Tender offers shall be received by the purchaser through the e-Tendering system before the date and time specified in the schedule of the tender notice. In the event of the specified date for the submission of tender offers being declared a holiday, the offers will be received up to the appointed time on the next working day.
- The purchaser may, at its discretion, extend this deadline for submission of offers by issuing corrigendum and uploading the same on e-Tendering system. *Note: Telex, cable or facsimile offers shall be rejected*

### 9.3. Method of Submission of Tender Form

- The two bids system shall be followed i.e. Technical and Commercial Offers should be uploaded separately through the e-Tendering system.
  1. The Technical Bid should be submitted separately at the place as earmarked for it on e-tendering website.
  2. The Commercial Bid should be submitted separately at the place as earmarked for it on e-tendering website. If the Commercial Bid is not submitted separately, this will constitute grounds for declaring the Bid non-responsive.
- The EMD and Tender Fee have to be submitted online through e-tendering website. The Purchaser shall not be responsible for delayed payment. This circumstance may be case for Bid rejection.

### 9.4. Late Tender Offers

Late submission will not be entertained and will not be permitted by the e-Tendering system.

### 9.5. Costs & Currency

- The Bidder shall bear all costs associated with the preparation and submission of its tender, and the Purchaser will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.
- The offer must be given in Indian Rupees only. The price will remain fixed for the period of the contract and no changes for any reason what so ever will be allowed. In case any

abbreviations used, the necessary glossary should also be provided by the vendor in their proposal (e.g. Cr.- Crore, 10L- 10 Lacs, etc.).

#### 9.6. Offer validity period

The tender offer must be valid for 120 days from the date of opening of the tender. However Inspector General of Registration & Controller of Stamps, M.S., Pune may extend this period for another 60 days on the same terms and conditions.

#### 9.7. Pre-bid conference

- A Pre-Bid conference of all the interested bidders will be held at the scheduled date and time as given in section 2 of this document.
- The bidders will have to submit their queries in the online form available on the e-Tendering system and also through email in the format of Annexure B.
- The problems of general nature will be entertained during the pre-bid meeting. Any change decided in the pre-bid shall be uploaded on the e-Tendering system as corrigendum. This will form a part of this bid document.

#### 9.8. Right to Alter Items

The Purchaser reserves the right to include or exclude any tender item(s), and also the Purchaser reserves the right to make change in specifications of any items.

#### 9.9. Modification and Withdrawal of Bids

- The Bidder may modify its bid submitted online. However, withdrawal of original offer will not be allowed. Hence Tender fee and EMD once submitted to Purchaser shall not be refunded in any case.
- No offer can be modified by the Bidder, subsequent to the closing date and time for submission of offers.
- If date of submission is extended due to some reasons, modification in offer is possible till extended period provided bid has not been opened.

#### 9.10. Clarification of Offers

- To assist in the scrutiny, evaluation and comparison of offers, the Purchaser may, at its discretion, ask some or all the Bidders for clarification of their offers on any of the points mentioned therein and the same may be sent through email, facsimile. However, in such cases, original copy of the technical clarifications shall be sent to the Purchaser through courier or in person. The request for such clarifications and the response shall be in writing.

#### 9.11. Amendment of bidding document

- At any time prior to the deadline for submission of bids, the purchaser may, for any reason, whether on its own initiative or in response to the request for clarification by a prospective bidder, modify the bidding documents.
- All prospective bidders who have attended the pre-bid conference/purchased the bidding documents will be notified of the amendment as a corrigendum and/or addendum to the RFP through email or as a publication on the e-Tendering website.
- In order to allow prospective bidders reasonable time to take into the consideration the amendments while preparing their bids, the purchaser at its discretion may extend the deadline for the submission of bids.
- The purchaser reserves the right to make any kind of amendments in the operational terms of the tender that they feel is required even after opening of technical bid of the tender.

#### 9.12. Earnest Money Deposit (EMD)

- EMD of Rs. 5,00,000 (Rupees Five Lakh) only should be deposited online as per instructions of e-tendering website.
- EMD of all the unsuccessful bidders will be refunded as promptly as possible after the decision of the commercial bid is taken. EMD of the successful bidder will be discharged only after the completion of the contract papers.
- EMD shall be forfeited in the following cases:
  - If a bidder withdraws its bid during the period of bid validity.
  - In case of a successful bidder, if the bidder fails to sign the contract or to furnish the performance security.
- No exemption for submitting the EMD will be given to any agency including SSI Units.

#### 9.13. Performance Bank Guarantee

- The successful bidder shall at his own expense deposit with department an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Scheduled/ Nationalized Bank for 10% of Total Commercial Value/contract value at the time of signing of contract. Format of PBG is as mentioned in Annexure-G. The validity of Performance Bank Guarantee should be for contract period and six months from the date of issue of work order.
- The indicative conditions in which the PBG of the successful bidder may be forfeited are:
  - If it fails to deploy manpower on time as per SLA
  - Non-Compliance with the terms and conditions of RFP
  - The total penalty is more than amount payable
  - Any other non-performance on the part of vendor observed by purchaser

#### 9.14. Erasures or Alternations and Signing of Tenders Offers

- The original Tender Offer shall be signed by the Bidder or a person or persons duly authorized. Such authorization shall be indicated by power-of-attorney/authorization letter accompanying the tender offer.
- The Tender documents submitted should not contain any interlineations, erasures or overwriting except as necessary to correct errors made by the bidder, in that case such corrections shall be initialled by the person or persons signing the offer.

#### 9.15. Confidentiality

- As used herein, the term “Confidential Information” means any information, including information created by or for the other party, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of either party or any of its affiliates, or any client of either party, except such information which is in the public domain at the time of its disclosure or thereafter enters the public domain other than as a result of a breach of duty on the part of the party receiving such information.
- It is the express intent of the purchaser that all the business process and methods used by the Bidder in rendering the services hereunder are the Confidential Information of the purchaser.
- The Bidder shall keep confidential any information related to this tender with the same degree of care as it would treat its own confidential information. The Bidders shall note that the confidential information will be used only for the purposes of this tender and shall not be disclosed to any third party for any reason whatsoever.
- At all times during the performance of the Services, the bidder shall abide by all applicable security rules, policies, standards, guidelines and procedures. The Bidder should note that before any of its employees or assignees is given access to the Confidential Information, each such employee and assignees shall agree to be bound by the term of this tender and such rules, policies, standards, guidelines and procedures by its employees or agents.
- The Bidder should not disclose to any other party and keep confidential the terms and conditions of this Contract agreement, any amendment hereof, and any Attachment or Annexure hereof. The obligations of confidentiality under this section shall survive rejection, expiry or termination of the contract.
- In preliminary Scrutiny prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each offer to the tender documents. For purpose of this Clause, a substantially responsive bid is one, which is in conformity with all the terms and conditions of the Tender Documents without any material deviations. The Purchaser’s determination of an offer’s responsiveness will be based on the contents of the tender offer itself without recourse to extrinsic evidence.
- The purchaser will scrutinize the offers in respect of their completeness, submission of technical documents duly signed, etc. The Purchaser will short-list technically qualified bidders based on compliance of the pre-qualification criteria.

- The IGR, M.S reserves the right to waive any minor infirmity or irregularity in the tender offer on recommendation of the Tender Evaluation Committee, if IGR finds, it is in the interest of the Government. The decision in these regards of the IGR, M.S will be final and binding on all Bidders.

#### 9.16. Preliminary Scrutiny

- The purchaser will scrutinize the offers in respect of their completeness, submission of technical documents duly signed, etc.
- The Inspector General of Registration & Controller of Stamps, Maharashtra reserves the right to waive any minor irregularity in the tender offer on recommendation of the committee, if found, it is in the interest of the Department. The decision in these regards of the Inspector General of Registration & Controller of Stamps, Maharashtra will be final and binding on all Bidders.

#### 9.17. Deciding Award of Contract

- The Purchaser reserves the right to ask for a technical elaboration/clarification in the form of a technical presentation from the Bidder on the already submitted Technical Proposal at any point of time before opening of the Commercial Proposal. The Bidder shall furnish the required information to Purchaser and its appointed representative on the date asked for, at no cost to the Purchaser. The Purchaser may at its discretion, visit the office of the Bidder any time before the issue of Letter of Award.
- The Purchaser shall inform those Bidders whose proposals did not meet the eligibility criteria or were considered non-responsive, informing that their Commercial Proposals will be returned unopened after completing the selection process. The Purchaser shall simultaneously notify those Bidders who had qualified the Evaluation process as described in this Tender Document, informing the date and time set for opening of Commercial Proposals. The notification may be sent by email or publication on e-Tendering Website.
- The bidder's names, the Proposal Prices and such other details as the Tendering Authority may consider appropriate, will be announced and recorded by the Purchaser at the opening.

#### 9.18. No commitment to accept lowest or any tender

- The Purchaser shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers, including those received late, or incomplete, without assigning any reason therefore.
- The Purchaser reserves the right to make changes in terms and conditions of the tender. The Purchaser will not be obliged to meet and have discussions with any of the Bidder and / or to give a hearing on their representations.

#### 9.19. Address for Bid Submission and Correspondence

Mrs. Supriya Karmarkar,

Deputy Inspector General- IT,  
Office of the Inspector General of Registration & Controller of Stamps, M.S., Pune,  
New Administrative Building, Ground Floor,  
Opp. Council Hall, Pune - 411 001

#### 9.20. Rejection Criteria

Besides other conditions and terms highlighted in the tender document, bids may be rejected under following circumstances:

##### General Rejection Criteria

- a. Conditional Bids;
- b. If the information provided by the Bidder is found to be incorrect/ misleading/fraudulent at any stage/time during the Tendering Process;
- c. Any effort on the part of a Bidder to influence the bid evaluation, bid comparison or contract award decisions;
- d. Bids received after the prescribed time & date for receipt of bids;
- e. Bids without signature of person (s) duly authorized on required pages of the bid;
- f. Bids without power of attorney/ board resolution.

##### Pre-Qualification Rejection Criteria

- a. Bidders not complying with the Eligibility Criteria given in this RFP
- b. Revelation of Prices in any form or by any reason before opening the Commercial Bid;
- c. Failure to furnish all information required by the Tender Document or submission of a bid not substantially responsive to the Tender Document in every respect;

##### Technical Rejection Criteria

- a. Technical Bid containing commercial details;
- b. Revelation of Prices in any form or by any reason before opening the Commercial Bid;
- c. Failure to furnish all information required by the Tender Document or submission of a bid not substantially responsive to the Tender Document in every respect;
- d. Bidders not quoting for the complete scope of Work as indicated in the Tender documents, addendum (if any) and any subsequent information given to the Bidder;
- e. Bidders not complying with the Technical and General Terms and conditions as stated in the Tender Documents;
- f. The Bidder not confirming unconditional acceptance of full responsibility of providing services in accordance with the Scope of work and Service Level Agreements of this tender;

##### Commercial Rejection Criteria

- a. Incomplete Price Bid;
- b. Price Bids that do not conform to the Tender's price bid format;
- c. Total price quoted by the Bidder does not include all statutory taxes and levies applicable;
- d. If there is an arithmetic discrepancy in the commercial bid calculations, the Evaluation Committee shall rectify the same. If the Bidder does not accept the correction of the errors, its bid may be rejected.



**9.21. Conditional Offers by the bidders**

The selected bidder should abide by all Terms and Conditions specified in the RFP Document. Conditional offers shall be liable for disqualification.

**10. QUALIFICATION CRITERIA & BID EVALUATION****10.1. Pre-Qualification Criteria**

#	Pre-Qualification Criteria	Proof Document Required	PDF file name to be uploaded by the bidder
1.	Bidder must be a Public/ Private Limited Company registered in India under the Companies Act, 1956 <i>Note: JV/ Consortium is not allowed</i>	Certificate of Incorporation/ Registration Certificate	<b>PQ_1</b>
2.	Bidder should have strength of at least 200 Call Centre Operators on its payroll & at least 50 of the total operators fluent in speaking English, Hindi & Marathi ( <i>Regional language of Maharashtra</i> ) at the time of bid submission	Certificate & declaration from the Head HR on company's letter head	<b>PQ_2</b>
3.	Bidder should have been in operation for at least 5 years as on 31.06.2017	Certificate of Incorporation	<b>PQ_3</b>
4.	Bidder should have valid GST registration and must be registered with Income Tax Department of the Government	Copy of GST Registration certificate & Copy of PAN Card	<b>PQ_4</b>
5.	Bidder should not have been blacklisted by Central Government, any State Government, Union Territory, PSU or Corporation in India at the time of bid submission	Self-Declaration as per the format given in the tender document	<b>PQ_5</b>
6.	Bidder's Annual sales turnover should be more than Rs. 5 crore (Rupees Five Crore), in each of the last 3 financial years (FY 2014-15, FY 2015-16, and FY 2016-17) <i>Note: The turnover refers to the company responding to this tender and not the composite turnover of its subsidiaries/sister concerns etc. (quote value in Rs. Crore)</i>	1. Statement of Bidder's Annual Turnover signed by Authorized signatory as per format given in the tender document 2. Copy of the audited Balance Sheet or P & L statements (last 3 financial years)	<b>PQ_6</b>
7.	Bidder must have positive net worth as on 31.07.2017	Financial Statement of the company and a certificate to this	<b>PQ_7</b>

		effect from a Chartered Accountant	
<b>8.</b>	Bidder should have minimum experience of 5 years of <b>supplying manpower or operating call centre</b> in Public Sector Companies, Public Sector Banks, Central/ State Government Departments, Private Companies/ Corporation  <i>Note: Manpower mentioned here only includes Call Centre Data Entry Operator, Call Centre Operators, Call Centre Analysts, Call Centre Supervisors</i>	Details of assignments as per format given in the tender document	<b>PQ_8</b>
<b>9.</b>	Bidder should have supplied call centre manpower/ operated call centre of total work order value of minimum Rs. 3 Cr in last 5 financial years in Public Sector Companies, Public Sector Banks, Central/ State Government Departments	Purchase Order Copy of the relevant assignments	<b>PQ_9</b>
<b>10.</b>	Bidder should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts	Certified copies of the registration with EPF and ESIC	<b>PQ_10</b>
<b>11.</b>	Bidder should be registered with appropriate authorities for the payment of Professional tax. Bidder should be regular payer of professional tax to the Government	Professional Tax Certificate	<b>PQ_11</b>

#### 10.2. Technical Evaluation

The bids which are qualified as per criteria mentioned above shall be eligible for technical evaluation. A technical score (St) will be calculated for each qualified bidder based on the following criteria.

S.N.	Criteria	Score Calculation Grid	Maximum Marks
<b>1</b>	Average Annual Turnover (T) of FY 2014-15, 2015-16 and 2016-17	5 Cr < T < 10 Cr = 12 marks 10 Cr < T < 30 Cr = 15 marks 30 Cr < T = 20 marks	<b>20</b>

<b>2</b>	Call Centre Operators Strength (OS) (Full-time on payrolls of bidder) as on 31st July 2017	200<OS<500 = 12 marks 500<OS<1000 = 15 marks 1000<OS = 20 marks	20
<b>3</b>	Out of the total Call Centre Operators Strength the number of Call centre employees qualified (LQ) (Speaking, Reading, & Writing) in English, Hindi, Marathi language	50<LQ<100 = 8 marks 100<LQ<150 = 12 marks 150<LQ<200 = 15 marks	15
<b>4</b>	Experience in years, Y in supplying manpower or operating call centre in Public Sector Companies, Public Sector Banks, Central/ State Government Departments, Private Companies/ Corporation	5 Yrs<Y<7 yrs = 10 marks 7 Yrs<Y<10 yrs = 15 marks 10 Yrs<Y = 20 marks	20
<b>5</b>	Total work order value, V for supplying call center manpower or operating call centre till date with Public Sector Companies, Public Sector Banks, Central/ State Government Departments	3 Cr<V<5 Cr = 8 marks 5 Cr<V<10 Cr = 12 marks 10 Cr<V = 15 marks	15
<b>6</b>	Solution Presentation to TEC & IGR	Scores for each qualifying bidder to be awarded by TEC & IGR	10

Bidder has to score minimum 55 marks to qualify for commercial evaluation.

### 10.3. Technical Bid

During technical bid preparation, the bidder is required to strictly adhere to the technical bid format provided in this document. The format for the same has been detailed in the *Annexure D – “Technical Bid Document Format”*.

The Technical Bid should contain the following details:

#### Technical Proposal Covering Letter

#### Authority Letter

#### Number of Manpower proposed to be deployed

#### Tender Fees (attach the copies of payments made online on e-Tendering portal)

#### EMD (attach the copies of payments made online on e-Tendering portal)

#### Self-Evaluation Sheet

### 10.4. Commercial Evaluation

The commercial bid for all qualified bidders shall be opened. The lowest commercial bid (Fm) will be the given the maximum financial score of 100 points. The commercial score (Sf) of other bids will be computed on the basis following formula:

$Sf = 100 \times Fm/F$ , in which Sf is the commercial score of the bidder in consideration, Fm is the lowest price\* and F is the price of the bid under consideration.

\*Price in this section refers to Total monthly cost as per price summary

#### 10.5. Commercial Bid

Bidder shall submit their prices as per the format mentioned in Annexure-E. Bidder has to submit only the additional amount which it intends to pay to its staff member over and above the 'Cost to Vendor due to salary' as mentioned in Annexure K. For e.g. if 'Total Cost of Call Centre operator to occupy single seat per shift per month' is Rs. 15000 for the bidder, then bidder has to quote only (Rs.15,000 – Rs. 14459.23) Rs. 540.77 (*Assuming charges of Rs. 14459.23 as per minimum wages act and other labour laws as on the date of bidding*).

The bidder should take care that rate mentioned sufficiently covers the expenses that the bidder shall incur for the project as mentioned in the scope of work.

#### 10.6. Final Evaluation

The Department of Registration and Stamps, Maharashtra will evaluate the bids i.e. technical and commercial as per the following pattern:

- a. Tender Evaluation Committee (TEC) formed by department will evaluate both technical & commercial bids.
- b. Tender Evaluation committee will examine the bids to determine whether they are complete, whether any computational errors have been made, and whether the bids are generally in order.
- c. Conditional bids shall be summarily rejected. The bidder should quote only one price.
- d. Technical Bids received without bid processing fee and bid security amount shall be rejected.
- e. The Department of Registration and Stamps, Maharashtra may conduct clarification meetings with each or any bidder to discuss any matters, technical or otherwise.
- f. Further, the scope of the evaluation committee also covers taking of any decision with regard to the Tender Document, execution/implementation of the project including management period.
- g. The selection of bidder will be done on three stage of evaluation process – Pre-Qualification Evaluation, Technical Evaluation and Commercial Evaluation.
- h. For all the bids submitted, the Pre-Qualification evaluation criteria will be examined first including possible visit to inspect bidder's office, if considered necessary. During the Pre-Qualification evaluation, if bidder fails to meet any of the requirements of Pre-

Qualification evaluation, no subsequent opportunity will be given to the bidder(s). Tendering Authority reserves right to visit bidder's customers where such a similar project execution has taken place.

- i. Only for those bids which qualify the Pre-Qualification evaluation criteria, the technical evaluation will be conducted. Bidder has to score minimum of 55 marks in technical evaluation to clear technical evaluation stage and qualify for commercial evaluation.
- j. Bidders who are qualified for commercial evaluation will be commercially evaluated as per section 10.4. A commercial score, Sf will be calculated for each bidder participating in commercial evaluation.
- k. Technical score and Commercial score will be combined to obtain a composite score.

In order to derive at the composite score of the bidders, the technical scores will be provided a weightage of 65% whereas the financial scores will carry a weightage of 35%. The overall ranking for each technically qualified bidder will be calculated in the manner detailed hereunder:

Composite Score of each technically qualifying bidder =  $[St * 65\%] + [Sf * 35\%]$ , in which St is the technical score of the bidder in consideration and Sf is the financial score of the bidder in consideration.

- l. A bidder having highest composite score shall win the contract.

#### 10.7. Contract Award Criteria

- Contract would be awarded to bidder having highest Composite score H1. If H1 fails to deliver as per terms and conditions of RFP, then H2 (and in the same order of H2, H3, H4....) shall be invited to take the order at H1 or H2 price, whichever is lower.
- If nobody is ready to take the order in above process, then H2 (and in the same order of H2, H3, H4....) shall again be invited to take the order at its quoted price.
- If more than one bidder has same composite score, then the bidder who has more technical score shall be given higher preference over other.
  - H1 – Bidder having highest composite score
  - H2 – Bidder having second highest composite score
  - H3 – Bidder having third highest composite score and so on...

## 11. TERMS AND CONDITION GOVERNING THE CONTRACT

### 11.1. Signing of Contract

- Bidder who has emerged as H1 bidder as per section 10.6 'Final Evaluation' and section 10.7 'Contract Award Criteria' will be given letter of intent from IGR.
- The successful Bidder shall execute an agreement of contract within 7 days of issue of letter of intent from IGR. In exceptional circumstances, on request of the successful bidder in writing for extension, The Inspector General of Registration & Controller of Stamps, Maharashtra State, Pune reserves the right to grant an extension for signing of contracts after being satisfied with the reasons given.
- In addition to terms and conditions being mentioned hereunder, all terms and conditions of the RFP as well as terms & conditions in corrigenda and addendum to the RFP will also be applicable for the contract.
- At the time of signing the contract agreement, the successful bidder shall submit Security Deposit for required amount in the form of Bank Guarantee drawn on any Scheduled/Nationalized Bank in favor of The Inspector General of Registration & Controller of Stamps, Maharashtra State, Pune in Annexure-G. Without this agreement will not be executed.
- Immediately after signing of contract agreement, work order will be issued to successful bidder.
- On failure of execution of the agreement by the successful bidder, all EMDs furnished will be forfeited.

### 11.2. Transfer & Sub - Letting

No outsourcing of work would be allowed in the project. All the staff provided by vendor should be strictly on payroll of vendor. Contract shall be liable for termination if vendor found flouting this condition.

### 11.3. Completeness of Contract

The contract will be deemed as incomplete if any part of the work under this project is not complete as per the terms and conditions of this tender or not acceptable to the department.

### 11.4. Suspension & Cancellation of Contract

- The contract of the bidder shall be suspended and the bidder may be blacklisted forthwith by the IGR without issuing notice on any of the following circumstances/reasons:
  - Violation of any condition of the tender/ contract or part of any condition of the tender contract of tender/contract, or
  - Substantial deviation found in quality of work done.

- If it is found that during the process of award of contract, fraudulence was made by the bidder or the selected bidder.
- As stopping the services and taking appropriate action in this regard is of an urgent and emergent nature required to protect the interest of the Department of Registration and Stamps, M.S. Pune, the Contract of the concerned will be first suspended without issuing any notice. However, before taking the final decision on the matter, all concerned will be given reasonable opportunities to explain their stand. After enquiry, if the bidder is found guilty, the Contract of the concerned bidder for the services in question will be cancelled and other appropriate legal action shall also be initiated against all concerned.
- The decision of the Inspector General of Registrar and controller of Stamps, M.S., Pune shall be final and binding.
- The vendor will allow purchaser or its nominated agencies access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable it to assess the existing services being delivered.
- To the extent that any Transfer Regulation does not apply to any of the vendor, the department or its nominated agencies or its replacement vendor may make an offer of employment or contract for services to such employee of the vendor and the vendor shall not enforce or impose any contractual provision that would prevent any such employee from being hired by the department or its nominated agencies or any replacement vendor.

#### 11.5. Amendment in Contract

No provision of Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of all the parties and which expressly states to amend the present Contract.

#### 11.6. Corrupt or Fraudulent Practices

- The Purchaser requires that the Bidders under this tender and the successful bidder selected for executing the project should observe the highest standards of ethics during the tendering process or execution of the project. In pursuance of this policy, the Purchaser defines the terms set forth as follows:
  - **“Corrupt Practice”** means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the award of the contract.;
  - **“Fraudulent practice”** means a misrepresentation of facts in order to influence award of contract or an execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of the free and open competition;



- In the event of corrupt practice and fraudulence, in addition to penal action as per the terms and conditions of the contract, legal action shall also be initiated against the concerned.
- The Purchaser will suspend the award of contract if prima-facie it is established that the selected bidder had engaged in corrupt or fraudulent practices in competing for the contract in question.
- The Purchaser will declare a Bidder ineligible after giving opportunity of being heard, either indefinitely or for a stated period of time, to be awarded a contract if at any time it is found that the Bidder has engaged in corrupt and fraudulent practices in competing for, or in executing, this contract.

#### 11.7. Resolution of Disputes

- The matter regarding any dispute shall first be sorted out at the level of Inspector General of Registration.
- Any dispute or difference whatsoever arising between the parties to this Agreement out of or relating to the construction, meaning, scope, operation or effect of this Agreement or the validity of the breach thereof, which cannot be resolved through mutual negotiations or at the level of IGR, shall be referred to a sole Arbitrator to be appointed by mutual consent of both the parties herein.
- If the parties cannot agree on the appointment of the Arbitrator within a period of one month from the notification by one party to the other of existence of such dispute, then the Arbitrator shall be the Secretary (R & R), Government of Maharashtra. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof. The Arbitration proceedings will be held at Pune/Mumbai, Maharashtra, India.

#### 11.8. Interpretation of the clauses in the Tender Document

- In case of any ambiguity in the interpretation of any of the clauses in Tender Document, the Tender Evaluation Committee interpretation of the clauses shall be final and binding on the bidder.
- The decision taken by the Evaluation committee in the process of Tender evaluation will be full and final. The committee has been authorized to work as competent and final decision making authority as far as this tender is concerned.

#### 11.9. Legal Jurisdiction

This contract will be governed by the Indian Laws and the disputes not resolved at the arbitration level will be subjected to jurisdiction to Courts in Pune only.

#### 11.10. Publicity

Neither Party may use the trademarks of the other Party without the prior written consent of the other Party. Except as required by law or the rules and regulations of each stock exchange upon which the securities of one of the Parties is listed, neither Party shall publish or permit to be published either alone or in conjunction with any other person any press release, information, article, photograph, illustration or any other material of whatever kind relating to this Agreement, the SLA or the business of the Parties without prior reference to and approval in writing from the other Party, such approval not to be unreasonably withheld or delayed.

#### 11.11. Evaluation Committee

Tender Evaluation Committee (TEC) (also referred to as “Evaluation Committee”) constituted by the IGR (M.S.), Pune shall evaluate the tenders. The decision of the Evaluation Committee in the evaluation of the **Technical** and **Commercial** bids shall be final. No correspondence will be entertained outside the process of negotiation/discussion with the Committee.

- a. *The evaluation done by evaluation committee will be final and binding on the bidders.*
- b. *A substantially responsive bid is one, which conforms to the requirements, terms, conditions and specifications of the Request for Proposal without material deviation. A material deviation is one which affects in any substantial way the functionality, scope, quality, or performance of the deliverables, or which limits in any substantial way, inconsistent with the RFP, IGR-Pune rights or the Bidder's obligations for performance of the project and the rectification of which deviation would affect unfairly the competitive position of other bidders presenting substantially responsive bids.*
- c. *Evaluation committee will examine the bids to determine whether they are complete, whether any computational error has been made and whether the bids are generally in order.*

#### 11.12. Force Majeure

- Force Majeure would include natural and unavoidable catastrophe that interrupts the expected course of events.
- The bidder shall not be liable for penalty, liquidated damages or termination for default, if and to the extent that, his delay in performance or other failure to perform his obligations under the contract is the result of an event of Force Majeure.
- For purposes of this clause, “Force Majeure” means an event beyond the control of the bidder and not involving the bidder and not involving the bidder’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, instances of, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes which would have an impact on IGR (M.S.), Pune.
- If a Force Majeure situation arises, the bidder shall promptly notify IGR (M.S.), Pune in writing of such conditions and the cause thereof. Unless otherwise directed by IGR (M.S.),

Pune, the bidder shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

- The Force Majeure circumstances and events shall include the following events to the extent that such events or their consequences (it being understood that if a causing event is within the reasonable control of the affected party, the direct consequences shall also be deemed to be within such party's reasonable control) satisfy the appropriate definition as per this agreement. Without limitation to the generality of the foregoing, Force Majeure Event shall include the following classes of events and circumstances and their effects:
  - a. Natural events (“Natural Events”) to the extent they satisfy the foregoing requirements including:
    - Any material effect on the natural elements, including lightning, fire, earthquake, cyclone, flood, storm, tornado, or typhoon;
    - Explosion or chemical contamination (other than resulting from an act of war);
    - Epidemic such as plague;
    - Any event or circumstance of a nature analogous to any of the foregoing
  - b. Other Events (Political Events) to the extent that they satisfy the foregoing requirements including:
    - Act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, act of terrorism or sabotage;
    - Strikes, work to rules, go-slows which are either widespread, nation-wide, or state-wide and are of political nature;
    - Any event or circumstance of a nature analogous to any of the foregoing

#### 11.13. Risk Purchase

In case the successful bidder fails to execute the project as stipulated in the delivery schedule; IGR (M.S.), Pune reserves the right to procure the similar services from alternate sources at the risk, cost and responsibility of the successful bidder.

#### 11.14. Indemnity

The successful bidder shall indemnify, protect and save IGR (M.S.), Pune against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components (like system software, software tools, hardware etc.) and the services rendered under this tender.

#### 11.15. Performance Obligations

While providing services as per Scope of Work, the successful bidder shall ensure that there is no infringement of any patent or design rights or violate any intellectual property or other right of any person or entity and shall comply with all applicable Laws, Statute, regulations and Governmental requirements and he/she shall be solely and fully responsible for consequence /

any actions due to any such infringement.

#### 11.16. Intellectual Property Rights

All intellectual property rights for the work performed under this RFP as far as data and application provided by IGR (M.S.), Pune is concerned shall lie with IGR (M.S.), Pune. This clause is applicable to all data in any form or format procured, processed, scanned or produced under this RFP by the successful bidder. The successful bidder shall not use such data or call centre solution or any software provided by IGR (M.S.), Pune for any other purpose during and after the term of contract. In no cases, any document provided by the department is taken out of the space provided to the successful bidder.

#### 11.17. Failure to agree with the terms & conditions of the tender

Failure of the successful bidder to agree with the Terms & Conditions of the RFP / Contract shall constitute sufficient grounds for the annulment of the proposal or the award, in which event IGR (M.S.), Pune may out rightly reject the proposal or make the award to the next Best Value Bidder or call for new Bids.

#### 11.18. Limitation of Successful bidder's Liability towards the Purchaser

- Except in case of gross negligence or wilful misconduct on the part of the successful bidder or its agents/sub-contractors/Team/representatives/employees etc. or on the part of any person or company acting on behalf of the successful bidder in executing the work or in carrying out its/their obligations under this contract, the successful bidder, with respect to the damage caused by the successful bidder or its agents/Team/representatives/employees, to the property and/or assets of the Purchaser or of any of Purchaser's vendors, shall not be liable to the Purchaser :
  - for any indirect or consequential loss of damage; and
  - for any direct loss or damage that exceeds (A) Purchase Order value, or (B) the proceeds successful bidder may be entitled to receive from any insurance maintained by the successful bidder to cover such a liability, whichever of (A) or (B) is higher
- This limitation of liability shall not affect the successful bidder liability, if any, for damage to Third Parties caused by the successful bidder or its agents/Team/representatives/employees or any person or firm/company acting on behalf of successful bidder in executing the work or in carrying out the services/obligations under the contract.
- The successful bidder' liabilities shall not be limited if the loss/damage is caused by:
  - a. Negligence/gross negligence;
  - b. Misconduct/intentional misconduct;
  - c. Breach of terms of contract; or
  - d. Fraud attributable to the successful bidder and/or its agents/Team/representatives/employees
- The allocation of risk herein is an essential element of the bargain between the parties, without which the parties would not have entered into this agreement.

#### 11.19. Pre-mature self-exit by Vendor

Due to any reason, if vendor wishes to exit from the project, it can do so only after serving 2 months of notice period to Purchaser. Notice period shall commence from the date of declaration of exit from the project. If vendor fails to serve notice period, all or part of the below mentioned penalties shall be levied on the vendor,

1. Vendor shall be blacklisted.
2. Next payment due to vendor shall not be paid.
3. PBG shall be forfeited.

#### 11.20. Exit Management

- This clause sets out the provisions, which will apply on self-exit by vendor or expiry or termination of the contract with vendor.
- Vendor has to serve Notice period of 2 months before exiting the project in cases of self-exit and termination of contract by Purchaser. Notice period shall start before 2 months of date of exit of vendor.
- In the case of expiry of contract, last two months of the contract period shall be termed as exit management period of contract.
- The payments being under consideration during notice period shall be settled after the exit.
- The Parties shall ensure that their respective associated entities, authorized representative of or its nominated agencies and the vendor carry out their respective obligations set out in this Exit Management Clause.

During the notice period and exit management period:

- The vendor will allow IGR or its nominated agencies access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable it to assess the existing services being delivered.
- Promptly on reasonable request by the IGR or its nominated agencies, the vendor shall provide access to and copies of all information held or controlled by it, which have prepared or maintained in accordance with the contract. IGR or its nominated agencies shall be entitled to copy all such information. Such information shall include details pertaining to the services rendered and other performance data. The vendor shall permit the department or its nominated agencies and/or any Replacement vendor to have reasonable access to its employees and facilities as reasonably required to understand the methods of delivery of the services employed by the vendor and to assist appropriate knowledge transfer.
- The vendor will promptly on the commencement of the exit management period supply to the IGR or its nominated agencies the following:
  1. Information relating to the current services rendered and performance data relating to the performance in relation to the services; and
  2. Documentation relating to Intellectual Property Rights; and
  3. IGR data and confidential information; and

4. All current and updated departmental data as is reasonably required for purposes of the IGR or its nominated agencies transitioning the services to its Replacement vendor in a readily available format; and
  5. All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable IGR or its nominated agencies, or its Replacement vendor to carry out due diligence in order to transition the provision of the Services to the IGR or its nominated agencies, or its Replacement Vendor (as the case may be).
- Before the expiry of the exit management period, the Vendor shall deliver to the department or its nominated agencies all new or up-dated materials from the categories set out in point above, and shall not retain any copies thereof, except that the Vendor shall be permitted to retain one copy of such materials for archival purposes only.
  - Before the expiry of the exit management period, unless otherwise provided under the contract, IGR or its nominated agencies shall deliver to the Vendor all forms of Vendor confidential information which is in the possession or control of IGR or its nominated agencies or its users

## 12. PAYMENT TERMS & SCHEDULE

- Payment to the successful bidder shall be done monthly based on the work done in that month. It shall be successful bidder's responsibility to submit comprehensive invoice consisting & complying of at least following items.
  1. Monthly payment due as per commercial bid submitted.  
Monthly payment applicable to vendor will be calculated as:  
**Applicable payment = Total Monthly cost (as per commercial bid) + Rs. \_\_\_\_\_ × Total manpower deployed (as per technical bid)**  
*(Vendor needs to quote the charges as per minimum wages act and other labour laws as on the date of bidding- also refer Annexure K)*  
Vendor has to prove (with the necessary documentation like attendance records, manpower scheduling etc.) that all the deployed manpower has been effectively used by the IGR call center. Purchaser reserves the right to release payment against only that person which is sufficiently proved to be working for IGR Call Centre.
  2. Applicable penalties
    - a. Complete data used for calculations of penalties.
    - b. Supporting documents from which above data can be easily and accurately derived.
    - c. Calculation of penalties as per contract/RFP terms & conditions
  3. Every month's invoice should be submitted before 7<sup>th</sup> of next month
  4. Other documents as demanded by the purchaser and as mentioned in the RFP document
- Invoice without any of the above mentioned documents shall be called as incomplete and shall not be accepted.
- Detailed billing and reporting formats shall be defined by the Purchaser at the start of the project.
- Apart from general inward of the purchaser, Invoice along with supporting documents also need to be submitted physically and through email to the purchaser's appointed representative. This date shall be considered as date of invoice submission. The representative will verify invoice, supporting documents & calculations and raise his query (if any) within 10 days of date of invoice submission. It shall be vendor's responsibility to make purchaser's representative understand the calculations behind submitted invoice. If query is raised, vendor has to make necessary corrections and resubmit the invoice as submitted earlier. Query will be communicated to vendor through email and/or letter.
- After 10 days of date of invoice submission, if no query is raised & representative is satisfied with the calculations & submitted documents, 100% payments as per invoice shall be released within 3 weeks of submitting the invoice.
- For the first and last months of the contract period, if vendor has served only part of the month then payment to vendor shall be done on pro-rata basis considering 30 days in a month.
- Vendor shall be eligible for first payment from the date of deployment of complete staff.

**13. ANNEXURES****13.1. Annexure A: Eligibility Criteria****Call Centre Operator**

#	Criteria	Specifications / Requirement
1.	Education Qualification	12 <sup>th</sup> Pass
2.	Other degree/ Certification	MSCIT exam cleared or B.Sc (Computers) or M.Sc (Computers) or B.Sc (IT) or M.Sc(IT) or BCA or MCA or BCM or MCM or BBA (IT/Computers/System) or MBA (IT/Systems) or DOEACC 'O' level certified or B.E. (IT/Computers/Electronics) or Diploma (IT/Computers) from AICTE approved institute  OR  Minimum 1 year Call Centre Experience
3.	Skills	Minimum typing speed 20 WPM in English & Excellent communication skills
4.	Experience	Minimum 6 months of Call Centre Experience
5.	Language Proficiency	CCO should be able to read, write and speak English, Hindi & Marathi.
6.	Age	18 years and above

**System Analyst**

#	Criteria	Specifications / Requirement
1.	Education Qualification	Graduate
2.	Other degree/ Certification	MSCIT exam cleared or B.Sc (Computers) or M.Sc (Computers) or B.Sc (IT) or M.Sc (IT) or BCA or MCA or BCM or MCM or BBA (IT/Computers/System) or MBA (IT/Systems) or DOEACC 'O' level certified or B.E. (IT/Computers/Electronics) or Diploma (IT/Computers) from AICTE approved institute  OR  Minimum 2 years of Call Centre Experience



3.	Experience	Minimum 1 year of Call Centre Experience
4.	Language Proficiency	System analyst should be able to read, write and speak English, Hindi & Marathi.
5.	Age	22 years and above

### Call Centre Supervisor

#	Criteria	Specifications / Requirement
1.	Education Qualification	MBA or PGDM (Preferably in Operations/IT/ Systems)
2.	Other degree/ Certification	MSCIT exam cleared or B.Sc (Computers) or M.Sc (Computers) or B.Sc (IT) or M.Sc (IT) or BCA or MCA or BCM or MCM or BBA (IT/Computers/System) or MBA (IT/Systems) or DOEACC 'O' level certified or B.E. (IT/Computers/Electronics) or Diploma (IT/Computers) from AICTE approved institute
3.	Experience	Minimum 3 years of call centre operation or Supervision
4.	Language Proficiency	Call centre Supervisor should be able to read, write and speak English, Hindi & Marathi proficiently.
5.	Age	25 years and above

13.2. Annexure B: Clarification seeking format

All enquiries from the bidders relating to this RFP must be submitted in writing (along with email mentioned in the tender document) in the following format:

- **Name of Bidder:**
- **Name and position of person submitting request:**
- **Full formal address of the organization including phone, fax and email id:**

S. No	RFP Reference(s) (section number/ page)	Content of RFP requiring Clarification	Points of clarification required
1.			
2.			
3.			
4.			
5.			

13.3. Annexure C: Instructions for Pre-Qualification Bid

**PQ\_2: Undertaking for number of technically qualified professionals on companies payroll**

(To be provided on the letterhead of the bidding company)

To,  
The Inspector General of Registration & Controller of Stamps (IGR)  
Maharashtra State,  
Pune

Sir/Madam,

I have carefully gone through the Terms & Conditions contained in the RFP Document for Appointing Manpower Agency for Call Centre at IGR.

I hereby declare that my company <name has to specify by bidder> has <number to be defined by bidder> technically qualified professionals as on 31 July 2017. Details of the employees are:

Sr No	Resource Category/ Designation	Number of Full Time Resources (for each resource category) as of 31 <sup>st</sup> July 2017

Additionally, I also declare that out of the resources considered in the above table, following are the 50 operators who are fluent in speaking English, Hindi & Marathi (all 3 languages).

Sr No	Name of the Resource

I further certify that I am competent officer in my company to make this declaration.

Yours Sincerely,

(Authorised Signature)

Head-HR

Name of the Bidder :

Place :

Date :

Company Seal :

**PQ\_5: Self Declaration – No Blacklisting**

*(To be provided on the letterhead of the bidding company)*

We M/s \_\_\_\_\_ (Name of the Bidder) having head office at \_\_\_\_\_ undertake the following.

We M/s \_\_\_\_\_ (Name of the Bidder) are not blacklisted by the Central Government, State Governments, Union Territories, PSUs or Government Corporations in India.

Signed on behalf of M/s \_\_\_\_\_ (Name of Bidder)

Place :

Date :

Company Seal :

**PQ\_6: Bidders Annual turnover for last 3 financial years (2014-15, 2015-16, 2016-17)**

(To be provided on the letterhead of the bidding company)

To,  
The Inspector General of Registration & Controller of Stamps (IGR)  
Maharashtra State,  
Pune

Sir/Madam,

I have carefully gone through the Terms & Conditions contained in the RFP Document for Appointing Manpower Agency for Call Centre at IGR.

I hereby declare that below are the details regarding Overall Turnover:

Component	FY 2014-15 (In Crore)	FY 2015-16 (In Crore)	FY 2016-17 (In Crore)
<b>Annual Turnover</b>			

Contact Details of officials for future correspondence regarding the bid process:

Details	Authorised Signatory	Secondary Contact
<b>Name</b>		
<b>Title</b>		
<b>Company Address</b>		
<b>Phone</b>		
<b>Mobile</b>		
<b>Email</b>		

I further certify that I am competent officer in my company to make this declaration.

Yours Sincerely,

(Authorised Signature)

Name of the Bidder :  
Place :  
Date :  
Company Seal :

**PQ\_7: Declaration of Net Worth of the bidding company**

*(To be provided on the letterhead of the bidding company)*

To,  
The Inspector General of Registration & Controller of Stamps (IGR)  
Maharashtra State,  
Pune

Sir/Madam,

I have carefully gone through the Terms & Conditions contained in the RFP Document for Appointing Manpower Agency for Call Centre at IGR.

I hereby declare that the company \_\_\_\_\_ (name of the bidder) has positive net worth as on 31<sup>st</sup> July 2017.

As per the financial statements, the net worth recorded on 31<sup>st</sup> March 2017 is \_\_\_\_\_ Indian Rupees (Lakhs).

Yours Sincerely,

(Authorised Signature)

Name of the Bidder :  
Place :  
Date :  
Company Seal :

Seal / Signature  
(Chartered Accountant)

**PQ\_8: Details of similar work undertaken**

*(To be provided on the letterhead of the bidding company)*

To,  
The Inspector General of Registration & Controller of Stamps (IGR)  
Maharashtra State,  
Pune

Sir/Madam,

I have carefully gone through the Terms & Conditions contained in the RFP Document for Appointing Manpower Agency for Call Centre at IGR.

I hereby declare that below are the details regarding relevant work that has been taken up by our company.

**NOTE: To be filled for separately for each project undertaken.**

1.	<b>Client for which the project was executed</b>	
2.	<b>Name of client Contact Person(s)</b>	
3.	<b>Designation of Client Contact Person(s)</b>	
4.	<b>Project Start Date</b>	
5.	<b>Project End Date</b>	
6.	<b>Short Description of Client Business</b>	
7.	<b>Project Scope of Work &amp; Activities performed</b>	
8.	<b>Total Manpower Deployed</b>	
9.	<b>Total Cost of Services provided to Client</b>	
10.	<b>Mandatory Supporting Documents</b>	<ul style="list-style-type: none"><li>• Work order / Purchase order / Contract for the project</li><li>• Client Certificate giving present status of the project and view of the quality of services by the Bidder</li></ul>

I further certify that I am competent officer in my company to make this declaration.

Yours Sincerely,

(Authorised Signature)

Name of the Bidder :  
Place :  
Date :  
Company Seal :

**PQ\_9: Details of similar work with Public Sector/ Government Organizations**

*(To be provided on the letterhead of the bidding company)*

To,  
The Inspector General of Registration & Controller of Stamps (IGR)  
Maharashtra State,  
Pune

Sir/Madam,

I hereby declare that we have supplied call centre manpower/ operated call centre of total work order value of minimum Rs. 3 Cr in last 5 financial years in Public Sector Companies, Public Sector Banks, Central/ State Government Departments. The year wise break-up is as follows:

Component	FY	FY	FY	FY	FY
	2012-13 (In Cr)	2013-14 (In Cr)	2014-15 (In Cr)	2015-16 (In Cr)	2016-17 (In Cr)
Order value from Public Sector Companies, Public Sector Banks, Central/ State Government Departments					

I hereby declare that below are the details regarding relevant work that has been taken up by our company.

**NOTE: To be filled for separately for each project undertaken. Total Cost Services provided in all projects should be Rs. 3 Cr or more.**

1.	<b>Client for which the project was executed</b>	
2.	<b>Project Start Date</b>	
3.	<b>Project End Date</b>	
4.	<b>Project Scope of Work &amp; Activities performed</b>	
5.	<b>Total Manpower Deployed</b>	
6.	<b>Total Cost of Services provided to Client</b>	
7.	<b>Mandatory Supporting Documents</b>	<ul style="list-style-type: none"> <li>• Work order / Purchase order / Contract for the project</li> <li>• Client Certificate giving present status of the project and view of the quality of services by the Bidder</li> </ul>

Yours Sincerely,

(Authorised Signature)

Name of the Bidder :  
Place :  
Date :  
Company Seal :



Annexure D: Technical Bid Document Format

The “Technical Bid” should contain the following items along with the confirmation of submission of same in this format.

S. No.	Item	Enclosed (Yes / No)
1.	Technical Proposal Covering Letter	
2.	Authority Letter	
3.	Number of Manpower proposed to be deployed	
4.	Tender Fees <i>(attach the copies of payments made online on e-Tendering portal)</i>	
5.	EMD <i>(attach the copies of payments made online on e-Tendering portal)</i>	
6.	Self-Evaluation Sheet	

***\*Kindly note that Revelation of Prices in any form or by any reason before opening the Commercial Bid shall lead to rejection of bids.***

Names of all the documents mentioned above should have their serial number followed by name. For eg “1 Technical proposal covering letter”.

**TQ\_1: Technical Proposal Covering Letter**

(On Company letterhead)

Date:.....

To,

The Inspector General of Registration & Controller of Stamps, M.S.  
New Administrative Building,  
Opp. Council Hall, Pune 1

Dear Sir/ Madam,

We ..... (Name of the bidder) hereby submit our proposal in response to notice inviting tender date ..... and tender document no. .... and confirm that:

1. All information provided in this proposal and in the attachments is true and correct to the best of our knowledge and belief.
2. The bidder shall make available any additional information which may find necessary to verify the correctness of the above statement.
3. Certified that the period of validity of bids is 180 days, extendable up to 120 days thereafter, from the last date of submission of proposal.
4. We are quoting as per format mentioned in the tender.
5. We the Bidders are not under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government agencies.
6. It is understood that to undertake the work within the scope of tender we shall deploy required manpower. We, hereby, agree to take complete and absolute responsibility w.r.t. compliance to these conditions & applicable laws and under any circumstances. The purchaser shall not be held responsible for any violation of these conditions and applicable laws.

Yours sincerely,

(Signature)

Full name of signatory :  
Designation :  
Name of the bidder (firm etc.) :

**TQ\_2: Authority Letter**

*(On Company letterhead)*

Date: .....

To,

The Inspector General of Registration & Controller of Stamps, M.S.  
New Administrative Building,  
Opp. Council Hall, Pune 1

<Bidder Representative's Name>, < Designation>, is hereby authorized to sign relevant documents on behalf of the Company in dealing with RFP of reference <RFP No. and Date>. He is also authorized to attend meetings and submit Technical and Commercial information as may be required by you in the course of processing above said RFP.

Thanking you,

Authorized Signatory :  
Name of Authorized Person :  
Company's Seal :

**TQ\_3: Number of Manpower proposed to be deployed**

- Number of Call Centre Operators proposed to be deployed for the call centre = (Minimum 20)\_\_\_\_\_
- Number of System Analysts proposed to be deployed for the call centre = (Minimum 4)\_\_\_\_\_
- Number of Call Centre Supervisor= 1

**TQ\_6: Self-Evaluation Sheet**

#	Criteria	Score Calculation Grid	Criteria Value	Supporting document	Marks
1	Average Annual Turnover (T) of FY 2014-15, 2015-16 and 2016-17	5 Cr<T<10 Cr = 12 marks 10 Cr<T<30 Cr = 15 marks 30 Cr<T = 20 marks		In case the supporting document is already submitted as part of PQ, give reference of that document number. Kindly do not re-attach the same document	
2	Call Centre Operators Strength (OS) (Full-time on payrolls of bidder) as on 31st July 2017	200<OS<500 = 12 marks 500<OS<1000 = 15 marks 1000<OS = 20 marks		In case the supporting document is already submitted as part of PQ, give reference of that document number. Kindly do not re-attach the same document	
3	Out of the total Call Centre Operators Strength the number of Call centre employees qualified (LQ) (Speaking, Reading, & Writing) in English, Hindi, Marathi language	50<LQ<100 = 8 marks 100<LQ<150 = 12 marks 150<LQ<200 = 15 marks		In case the supporting document is already submitted as part of PQ, give reference of that document number. Kindly do not re-attach the same document	
4	Experience in years, Y in supplying manpower or operating call centre in Public Sector Companies, Public Sector Banks, Central/ State Government Departments, Private Companies/ Corporation	5 Yrs<Y<7 yrs = 10 marks 7 Yrs<Y<10 yrs = 15 marks 10 Yrs<Y = 20 marks		In case the supporting document is already submitted as part of PQ, give reference of that document number. Kindly do not re-attach the same document	
5	Total work order value, V for supplying call centre manpower or operating call centre till date with Public Sector Companies, Public Sector Banks, Central/ State Government Departments	3 Cr<V<5 Cr = 8 marks 5 Cr<V<10 Cr = 12 marks 10 Cr<V = 15 marks		In case the supporting document is already submitted as part of PQ, give reference of that document number. Kindly do not re-attach the same document	
6	Solution Presentation to TEC & IGR	Scores for each qualifying bidder to be awarded by TEC & IGR			
<b>Total</b>					

Annexure E: Commercial Bid Format

The “Commercial Bid” should contain the following items along with the confirmation of submission of same in this format:

#	Item	Enclosed (Yes / No)
<b>1</b>	<b>Commercial proposal Covering Letter</b>	
<b>2</b>	<b>Price Summary</b>	

Date:

(Signature)

(Name)

(In the capacity of \_\_\_\_\_)

[Seal / Stamp of bidder]

**CQ\_1: Commercial Proposal Covering Letter**

*(On Company Letterhead)*

**Tender No. IGR/\_\_\_\_\_**

**Date : \_\_\_\_/\_\_\_\_/2017**

To,  
Inspector General of Registration and  
Controller of Stamps, M.S., Pune  
New Administrative Building  
Opposite Council Hall, Pune 1

Reference: Request for Proposal for <RFP Title>

Sir,

Having examined the RFP Document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the services, as required and outlined in the RFP. In order to meet such requirements and to provide services as set out in the RFP document, following is our quotation summarizing our Commercial Proposal.

We attach hereto the Commercial Proposal as required by the Bid document, which constitutes our proposal.

We undertake, if our proposal is accepted, to the services as put forward in the RFP or such modified requirements as may subsequently be agreed mutually by us and IGR (M.S.), Pune or its appointed representatives. If our proposal is accepted, we will obtain a Performance Bank Guarantee issued by a nationalized bank in India, acceptable to IGR (M.S.), Pune, for a sum of <<Amount>> for the due performance of the contract.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this tender response for a period of 180 days further extendable up to 120 days from the date of submission of the tender and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed, this tender response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and IGR (M.S.), Pune.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to IGR (M.S.), Pune is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead IGR (M.S.), Pune as to any material fact.

We agree that you are not bound to accept any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/services specified in the tender response.

It is hereby confirmed that I/We are entitled to act on behalf of our company/corporation/firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Date:

(Signature)

(Name)

(In the capacity of \_\_\_\_\_)

[Seal / Stamp of bidder]

Witness Signature:

Witness Name:

Witness Address:



**CQ\_2: Price Summary**

(On Company Letterhead)

**Tender No. IGR/** \_\_\_\_\_

**Date :** \_\_\_\_/\_\_\_\_/2017

To,  
Inspector General of Registration and  
Controller of Stamps, M.S., Pune  
New Administrative Building  
Opposite Council Hall, Pune 1

Reference: Request for Proposal for <RFP Title>

Sir,

I / We undertake that the prices are in conformity with the requirement as specified in the tender. We will charge the department for this project as mentioned below:

#	Item	Cost Item	Unit Cost (A)	Qty. (B)	Total Cost (C) = (A) x (B)
1.	Call Centre Supervisor	Additional cost of Call Centre Supervisor per month		1	
2.	Call Centre Operator	Additional cost of Call Centre operators per month		20	
3.	System Analyst	Additional cost of System Analysts per month		4	
Total Monthly Cost					

**Note:**

1. Price should include insurance, PF, pocket or any other benefits extended by bidder to its employee
2. No column should be left blank otherwise the bid shall be rejected.
3. Unit Cost of Call centre operator and System Analyst should be per seat per shift per month

The above mentioned quotes are inclusive of all cost likely to be incurred and include all taxes.

I/ We agree that bidder should fill prices for all items mentioned above. If price for any item is not mentioned then the bid will be rejected by IGR (M.S.), Pune

If our bid is accepted, we will obtain the Performance Guarantee of Rs. \_\_\_\_\_/- for the due performance of the Contract, in the form prescribed by the Tendering Authority.

I / We agree to abide by this bid for a period of 180 days, and during extended period of 120 days thereafter, after the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

I / We understand that you are not bound to accept the lowest or any bid you may receive. I / We agree to the terms & conditions mentioned in the Tender document.

Signature of Bidder (with official seal)

Date

Name

Designation

Address

Telephone

Fax

E-mail address

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**Annexure F: EMD/ Bid Security Form (BSF)**

- EMD of Rs. 5,00,000 (Rupees Five Lakh) only should be deposited online as per instructions of e-tendering website.
- EMD of all the unsuccessful bidders will be refunded as promptly as possible after the decision of the commercial bid is taken. EMD of the successful bidder will be discharged only after the completion of the contract papers.
- EMD shall be forfeited in the following cases:
  - If a bidder withdraws its bid during the period of bid validity.
  - In case of a successful bidder, if the bidder fails to sign the contract or to furnish the performance security.
- No exemption for submitting the EMD will be given to any agency including SSI Units.

Annexure G: Security Deposit / Performance Bank Guarantee Form (PBG)

(To be given by a Nationalised or a Scheduled Bank Only)

Tender No. IGR/ \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/2017

To,  
The Inspector General of Registration &  
Controller of Stamps, M.S., Pune  
New Administrative Building,  
Opp. Council Hall, Pune 1

The Bidder (name and company) who has submitted an application for seeking a Bid Security Certificate, Performance Security and Certificate of Investible Funds to be submitted as part of the tender under reference, is hereby given on his request which is follows:-

**1. PROFORMA OF PERFORMANCE SECURITY FORM**

Bank Guarantee No \_\_\_\_\_ Against Contract vide Advance Acceptance of the Tender No. \_\_\_\_\_ Dated \_\_\_\_\_ of the Registration & Stamps, Department (hereinafter called "The Department") covering the \_\_\_\_\_ (Hereinafter called "The Said Contract") entered into between the Inspector General of Registration & Controller & Stamps (Hereinafter called "The Department") and \_\_\_\_\_ (Hereinafter called the "Selected Bidder").

This is to certify that at the request of the Tendering Authority we \_\_\_\_\_ Bank are holding in trust in favour of the client, the amount Rs. (Sum in words also) to indemnify and keep indemnified the Department against any loss or damage that may be caused to or suffered by the Department by reason of the said Contract and / or in the performance thereof. We agree that the decision of the Department, whether any breach of any of the terms and conditions of the said contract and / or in the performance thereof has been committed by the Selected Bidder and the amount of loss or damage that has been caused or suffered by the Department shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Department.

We Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that could be taken for satisfactory performance and fulfilment in all respects of the said Contract by Department i.e. till hereinafter called the "Expiry Date of the Contract" and that if any claim accrues or arises against us by virtue of this guarantee before the said date, the same shall be enforceable against us \_\_\_\_\_ (Name of the Bank) by The Department before the said date. Payment under this letter of guarantee shall be made promptly upon your receipt of notice to that effect from the Department.

It is fully understood that this guarantee is effective from the date of the said Contract & valid

for thirteen months and that we \_\_\_\_\_ (Name of the Bank) undertake not to revoke this guarantee during its currency without the consent in writing of The Department.

We (Name of the Bank) undertake to pay the Department any money so demanded notwithstanding any dispute or disputes raised by the Selected Bidder in any suit or proceedings pending before any Court or Tribunal in relation thereto our liability under this present bond being absolute and unequivocal.

The payment so made by (Name of the Bank) under this bond shall be a valid discharge of our liability for payment there under and the Selected Bidder shall have no claim against us for making such payment.

We \_\_\_\_\_ (Name of the Bank) further agree that the Department shall have the fullest liberty, without affecting in any manner or obligation hereunder to vary any of the terms and conditions of that said Contract or to extend time of performance by the Selected Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by the Department against the said Tender and to forebear or enforce any of the terms and conditions relating to the said Contract and we, \_\_\_\_\_ (Name of the Bank) shall not be released from our liability under this guarantee by reason of any such variations or extension being granted to the said forbearance and / or omission on the part of the Department or any other matter or thing whatsoever, which under the law relating to sureties, would but for this provisions have the effect of so releasing us from our liability under this guarantee.

The guarantee is for an amount of Rs. \_\_\_\_\_ (In words & figures). This guarantee shall not be discharged due to the change in the constitution of the Bank of the Tendering Authority.

DATE:

PLACE:

NAME OF THE WITNESS WITH SIGNATURE:

.....  
(BANK OFFICER'S SIGNATURE  
AND COMMON SEAL)

Annexure H: Draft Non-Disclosure Agreement

This Non-Disclosure Agreement ("Non-Disc") is made and entered into \_\_\_\_\_ day of \_\_\_\_\_ month \_\_\_\_\_ year (effective date) by and between INSPECTOR GENERAL OF REGISTRATION AND CONTROLLER OF STAMPS ("Department") and \_\_\_\_\_ ("Company")

Whereas, Department and Company have entered into an Agreement ("Agreement") \_\_\_\_\_ effective \_\_\_\_\_ for \_\_\_\_\_; and

Whereas, each party desires to disclose to the other party certain information in oral or written form which is proprietary and confidential to the disclosing party, ("CONFIDENTIAL INFORMATION").

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein, the parties agree as follows:

**1. Definitions.** As used herein:

- (a) The term "Confidential Information" shall include, without limitation, all information and materials, furnished by either Party to the other in connection with citizen/users/persons/customers data, products and/or services, including information transmitted in writing, orally, visually, (e.g. video terminal display) or on magnetic or optical media, and including all proprietary information, customer & prospect lists, trade secrets, trade names or proposed trade names, methods and procedures of operation, commercial or marketing plans, licensed document know-how, ideas, concepts, designs, drawings, flow charts, diagrams, quality manuals, checklists, guidelines, processes, formulae, source code materials, specifications, programs, software packages, codes and other intellectual property relating to the disclosing party's data, computer database, products and/or services. Results of any tests, sample surveys, analytics, data mining exercises or usages etc. carried out by the receiving party in connection with the Department's Information including citizen/users/persons/customers personal or sensitive personal information as defined under any law for the time being in force shall also be considered Confidential Information.
- (b) The term, "Department" shall include the officers, employees, agents, consultants, contractors and representatives of Department.
- (c) The term, "Company" shall include the directors, officers, employees, agents, consultants, contractors and representatives of Company, including its applicable affiliates and subsidiary companies.

**2. Protection of Confidential Information.** With respect to any Confidential Information disclosed to it or to which it has access, Company affirms that it shall:

- (a) Use the Confidential Information as necessary only in connection with Project and in accordance with the terms and conditions contained herein;

- (b) Maintain the Confidential Information in strict confidence and take all reasonable steps to enforce the confidentiality obligations imposed hereunder, but in no event take less care with the Confidential Information that the parties take to protect the confidentiality of its own proprietary and confidential information and that of its clients;
  - (c) Not to make or retain copy of any commercial or marketing plans, citizen/users/persons/customers database, Proposals developed by or originating from Department or any of the prospective clients of Department except as necessary, under prior written intimation from Department, in connection with the Project, and ensure that any such copy is immediately returned to Department even without express demand from Department to do so;
  - (d) Not disclose or in any way assist or permit the disclosure of any Confidential Information to any other person or entity without the express written consent of the other party; and
  - (e) Return to the other party, or destroy, at Department's discretion, any and all Confidential Information disclosed in a printed form or other permanent record, or in any other tangible form (including without limitation, all copies, notes, extracts, analyses, studies, summaries, records and reproductions thereof) immediately upon the earlier to occur of (i) expiration or termination of either party's engagement in the Project, or (ii) the request of the other party therefore.
  - (f) Not to discuss with any member of public, media, press, any or any other person about the nature of arrangement entered between Department and Company or the nature of services to be provided by the Company to the Department.
3. **Onus.** Company shall have the burden of proving that any disclosure or use inconsistent with the terms and conditions hereof falls within any of the following exceptions.
4. **Exceptions.** These restrictions as enumerated in section 1 of this Agreement shall not apply to any Confidential Information:
- (a) Which is independently developed by Company or lawfully received from another source free of restriction and without breach of this Agreement; or
  - (b) After it has become generally available to the public without breach of this Agreement by Company; or
  - (c) Which at the time of disclosure to Company was known to such party free of restriction and evidenced by documentation in such party's possession; or
  - (d) Which Department agrees in writing is free of such restrictions.
  - (e) Which is received from a third party not subject to the obligation of confidentiality with respect to such Information;
5. **Remedies.** Company acknowledges that (a) any actual or threatened disclosure or use of the Confidential Information by Company would be a breach of this agreement and may cause immediate and irreparable harm to Department; (b) Company affirms that damages from such disclosure or use by it may be impossible to measure accurately; and (c) injury sustained by Department may be impossible to calculate and remedy fully. Therefore,

Company acknowledges that in the event of such a breach, Department shall be entitled to specific performance by Company of Company's obligations contained in this Agreement. In addition Company shall indemnify Department of the actual and liquidated damages which may be demanded by Department. Moreover, Department shall be entitled to recover all costs (including reasonable attorneys' fees) which it or they may incur in connection with defending its interests and enforcement of legal rights arising due to a breach of this agreement by Company.

6. **Need to Know.** Company shall restrict disclosure of such Confidential Information to its employees and/or consultants with a need to know (and advise such employees of the obligations assumed herein), shall use the Confidential Information only for the purposes set forth in the Agreement, and shall not disclose such Confidential Information to any affiliates, subsidiaries, associates and/or third party without prior written approval of the disclosing party.
7. **Intellectual Property Rights Protection.** No license to a party, under any trademark, patent, copyright, design right, mask work protection right, or any other intellectual property right is either granted or implied by the conveying of Confidential Information to such party.
8. **No Conflict.** The parties represent and warrant that the performance of its obligations hereunder do not and shall not conflict with any other agreement or obligation of the respective parties to which they are a party or by which the respective parties are bound.
9. **Authority.** The parties represent and warrant that they have all necessary authority and power to enter into this Agreement and perform their obligations hereunder.
10. **Dispute Resolution.** If any difference or dispute arises between the Department and the Company in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement, any such dispute shall be referred to the Inspector General of Registration & Controller of Stamps, M.S. , Pune.
  - (a) The arbitration proceedings shall be conducted in accordance with the (Indian) Arbitration & Conciliation Act, 1996 & amendments thereof.
  - (b) The place of arbitration shall be Pune.
  - (c) The arbitrator's award shall be substantiated in writing and binding on the parties.
  - (d) The proceedings of arbitration shall be conducted in English language.
  - (e) The arbitration proceedings shall be completed within a period of 180 days from the date of reference of the dispute to arbitration.
11. **Governing Law.** This Agreement shall be interpreted in accordance with and governed by the substantive and procedural laws of India and the parties hereby consent to the exclusive jurisdiction of Courts and/or Forums situated at Mumbai, India only.
12. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement of the parties, and supersedes all previous or contemporaneous agreement or communications, both oral and written, representations and under standings among the parties with respect to the subject matter hereof.



13. **Amendments.** No amendment, modification and/or discharge of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized officers or representatives.
14. **Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
15. **Severability.** It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such provision shall be modified to the extent necessary to render it, as modified, valid and enforceable under applicable laws, and such invalidity or unenforceability shall not affect the other provisions of this Agreement.
16. **Waiver.** If either party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.
17. **Survival.** Both parties agree that all of their obligations undertaken herein with respect to Confidential Information received pursuant to this Agreement shall survive till perpetuity even after any expiration or termination of this Agreement.
18. **Non-solicitation.** During the term of this Agreement and thereafter for a further period of two (2) years Company shall not solicit or attempt to solicit Department's employees and/or consultants, for the purpose of hiring/contract or to proceed to conduct operations/business similar to Department with any employee and/or consultant of the Department who has knowledge of the Confidential Information, without the prior written consent of Department. This section will survive irrespective of the fact whether there exists a commercial relationship between Company and Department.
19. **Term.** Subject to aforesaid section 17, this Agreement shall remain valid up to 5 years from the "effective date".

IN WITNESS HEREOF, and intending to be legally bound, the parties have executed this Agreement to make it effective from the date and year first written above.

For Department,

For Company

\_\_\_\_\_  
Name:

Title:

\_\_\_\_\_  
Name:

Title:

WITNESSES:

- 1.
- 2.

**Annexure I: Model Code of Conduct**

1. All the staff members should religiously follow their working timings.
2. All the staff members of call centre should behave decently with the staff of Purchaser. The vendor's personnel should be polite, cordial, positive and efficient, while handling the assigned work and their actions shall promote good will and enhance the image of this Department. The vendor shall be responsible for any act of indiscipline on the part of persons deployed by the vendor.
3. No eatables (except Tea/Coffee) are allowed inside call centre premises. All the staff members should take breakfast/lunch/snacks/dinner outside the premises of call centre.
4. Cleanliness should be maintained inside call centre.
5. All the CCOs have to talk decently and in a well behaved manner with the callers.
6. All the staff members are strictly prohibited for the consumption of alcoholic drinks, paan, smoking, loitering without work etc in the premises of the Department.
7. Staff members should not interfere with the duties of the employees of the Department.
8. The transportation, food, medical and other statutory requirements in respect of each personnel of the service provider shall be the responsibility of the service provider.
9. Any other condition, rule specified by the Purchaser for maintaining enthusiastic and efficient work environment in the call centre.

**Annexure J: Undertaking regarding no criminal background of deployed manpower**

We M/s \_\_\_\_\_ (Name of the Successful Bidder) having head office at \_\_\_\_\_ undertake the following:

The manpower proposed/deployed by M/s \_\_\_\_\_ against tender (Tender ref no) \_\_\_\_\_ had no civil/criminal case against them and they are not undergoing any kind of trial/detention and are free from any matter being sub judice. We have made adequate enquires about the character and antecedents of the manpower and are fully satisfied with the enquiry result.

If in future any deployed manpower is found to have any kind of criminal background before or on the date of deployment, we will be held responsible.

We indemnify Purchaser against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting due to our carelessness in this regard.

Signed on behalf of M/s \_\_\_\_\_ (Name of Bidder)

Place:

Date:

## Annexure K: Minimum Salary of Staff Member

Salary Components of Staff Members		Amount		
S.N	Pay Component	Call Centre Supervisor	Call Centre Operator	System Analyst
1	Basic			
2	Special Allowance			
	Sub Total-A			
3	<b>HRA _ % of Sub Total-A</b>			
4	<b>Provident Fund __ % on Rs. _____</b>			
5	<b>ESI- _ % on (Sub-Total A + HRA)</b>			
6	Bonus			
7	Leave with wages			
8	Paid Holiday			
9	Labour welfare fund			
10	Sub Total-B			
11	<b>Applicable Taxes</b>			
12	Total Salary to Staff			
	Additional Cost			
13	Cost for maintaining buffer per seat			
14	<b>Applicable Taxes</b>			
15	Cost to Vendor due to salary			

*\*The vendor shall fill up the details as per the existing Government rules and regulations. All the information must be in accordance to the minimum wages act.*

Date:

(Signature)

(Name)

(In the capacity of \_\_\_\_\_)

[Seal / Stamp of bidder]