Government of Rajasthan Department of Medical Health & Family Welfare National Health Mission, Rajasthan State Health Society,

Document of

Request For Proposal (RFP)

For
Takeover, Operationalization and management of
108 call center in
Rajasthan

Last Date for submission of online Proposal 23.10.15 on or before 01:00 PM

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Disclaimer

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This RFP document is not an agreement and is not an offer or invitation by the NHM or its representatives to any other party. The purpose of this RFP document is to provide interested parties with information to assist the formulation of their Application and detailed Proposal. This RFP document does not purport to contain all the information each Applicant may require. This RFP document may not be appropriate for all persons, and it is not possible for the NHM, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP document. Certain applicants may have a better knowledge of the proposed project than others. Each applicant should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and obtain independent advice from appropriate sources. NHM, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.

NHM may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

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INVITATION FOR PROPOSALS

- 1. The Department of Health and Family Welfare, Govt. of Rajasthan invites bids from eligible bidders for taking over operation of presently operational 108 call centre for receiving of calls and dispatching of 108 ambulances across state.
- 2. This document is being provided to enable the bidders to know the tender conditions so as to guide them in filling up the technical bid and quoting rates for offering those services. The actual award of contract will follow the conditions as per this document.
- 3. Only bidders who meet the eligibility criteria specified in Section 2 of this document will be considered for opening if financial proposal.
- 4. The technical bids will be opened online on the specified date and time.
- 5. Financial bids of only those bidders will be examined who qualify on the basis of evaluation of technical bids.

- Received

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Government of Rajasthan National Health Mission, Rajasthan State Health Society, Swasthya Bhawan, Tilak Marg, Jaipur-302005.

No.F.23 ()NRHM/108 ERS/2015-16/

Dated

INVITATION OF REQUEST FOR PROPOSAL (RFP)

Government of Rajasthan under National Health Mission through Rajasthan State Health Society inviting proposals for taking over and operationalization of "108 Call center" which is being operated presently by a service provider. It is an inbound and outbound call center established at State Institute of Health and Family Welfare, Jhalana Dungari Jaipur.

It's a short term RFP. All details related to this RFP can be viewed and downloaded from departmental website www.rajswasthya.nic.in and website: http://eproc.rajasthan.gov.in. Proposals shall be submitted online in electronic format on website: http://eproc.rajasthan.gov.in.

Start Date and time for downloading RFP document	Date of Pre- proposal conference	Last date and time for downloading the RFP document	Last date and time for submission of online proposals	Date and time for opening of technical proposals.	Date and time for opening of financial proposals.
14.10.2015 at	19.10.2015 at	23.10.2015 at	23.10.2015 at	23.10.2015 at	31.10.2015 at
03:00 pm	12:00 pm	1:00 pm	1:00 pm	4:00 pm	12:00 pm

Tender Fee is Rs. 1000/- and RISL Processing fees is Rs. 1000/-. Tender fees for the document downloaded from website and processing fee shall be deposited by the bidders separately as applicable by way of DD/Banker's cheque in favor of State Health Society, Rajasthan, Jaipur payable at Jaipur and RISL processing fee shall be deposited in favor of MD, RISL before the last date and time prescribed for online submission of bids. Tender fees, processing fees and bid security will be deposited physically at the office of the Mission Director, NHM, Swasthya Bhawan, Tilak Marg, Jaipur. Amount of Bid Security shall be as mentioned in the document. Estimated cost of the RFP is Rs. 1.5.crores.

Mission Director, NHM

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Toll Free 108 call center

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ELIGIBILITY CRITERIA

- 1. The Bidder Should be registered body under the Societies Registration Act/Indian Religious and Charitable Act/Indian Trust Act/Partnership Firm /Company Act or any other relevant Act of State Government or Government of India.
- 2. A proposal may come from a single bidder having an average annual turnover of Rs. 1.00 crore in last three financial years (2012-13, 2013-14, 2014-15).
- 3. The bidder must be operating an inbound and outbound call centre with a minimum of 20 seats for at least 2 years (as on the date of submission of proposal/bid). The experience of running in-house call center for bidder's own operations or their partner/associate's operation will not be counted and only experience of running a call center for third party clients will be considered.
- 4. The bidder/proposer has not been debarred in the past by any of the State Governments across the country or its local Bodies, Institutions etc. or Government of India and that it will not form any coalition with the other bidder/proposer.
- 5. The Bidder should have a valid Other Service Provider (OSP) License (as issued by DoT, GoI) for providing domestic service in India.

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INTRODUCTION

The Government of Rajasthan under National Health Mission is presently operating an inbound and outbound 45 seater call center for receiving calls under 108 ambulance project and dispatching 108 ambulances. The call center functions 24X7 at State Institute of Health and Family Welfare, Jhalana Doongri, Jaipur.

Profile of present project is as below:-

- a) Scale: The 108 ambulance project is being managed by a 45 seater call center. The call center is making both inbound and outbound calls. A PRI connection has been taken from three telecom companies.
- b) 108 Toll Free Number: Toll Free number 108 is operational.
- c) <u>Call Load:</u> Average daily call load is approximately 18000 calls a day but dispatching approximately 1700-1800 ambulances (108) on the basis of ambulance location data stored in the system of call center.
- d) <u>Hardware and Software:</u> Details of hardware presently available at call center is as per Ann E
- e) <u>Human Resource:</u> Details of HR to be employed at call center by the service provider is enclosed at <u>Ann F</u>
- f) Space for Call center:- Space for call center has been provided by NHM. Bidders may visit the call center for further information and research at their own level.
- g) Services being provided under Toll Free 108 call center:The call center is receiving approximately 17000-18000 calls on Toll Free number 108 and dispatching approximately 1700-1800 ambulances (108) on the basis of ambulance location data stored in the system of call center.

 Functioning of the Call Centre
- The Call Centre works round the clock, 365 days of the year in three shifts.
- The Staff comprises of EROs (Emergency Response Officers), Supervisors and Back Office staff.
- The space of Call Centre, Hardware, Software is the property of Government of Rajasthan and the present manpower working on this call center is on rolls of present service provider for 108 Ambulance Project.

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ROLES AND RESPONSIBILITIES

Government responsibilities

- 1. Authorize the selected partner to provide required manpower as per provisions of the contract and operate and manage the 108 Call Centre.
- 2. Release the payments to the Service Provider as per the terms and conditions of the agreement.
- 3. Provide necessary support from Health Dept. and facilitate support from other Depts (if any).
- 4. Department will designate a person to be the nodal point as point of contact for the service provider.
- 5. Provide necessary permission to the Service Provider for implementation of the project.
- 6. Monitoring and control over service provider as per terms and conditions of the agreement.
- 7. Operation and Management of 108 call center in the best interest of Government.
- 8. Invoices of telephone PRI lines of 108 call center, SIM connection of GPS and mobile in ambulances, electricity, insurance and rent of the call center premises shall be borne by NHM.

Service Provider's Responsibilities

- 1. Service Provider shall manage and operate the 108 call center 24X7 as per provisions of the agreement.
 - 2. Service Provider will provide manpower of the qualification and designation mentioned in this document at Ann F. The Call Center has to remain operational 24X7 for 365 days in a year. Numbers of the personnel (as mentioned in Ann. F) employed by the Service Provider should be such that it remain operational with no call left unattended. However; service may deploy additional manpower if found necessary.
 - 3. The period of operation of the call center shall be for 12 months initially from the date of signing of the contract (which is further extendable as per provisions of RTPP Act) or selection of new service provider under Integrated Ambulance Project whichever is earlier. However; bidder will be paid for a minimum period of three months in case the handing over to the new service provider under Integrated Ambulance Project is done before

completion of three months from the date of agreement with the bidder under this RFP

- 4. The bidder will be responsible for rendering the services from the inbound and outbound call centre. All other costs related to the operation of this call center will be borne by the bidder. The bidder will be solely responsible for obtaining all statutory approvals required for operating such a service. It may request Government assistance for such approvals if required. The bidder is responsible for providing manpower at the call center as per the Ann F. The call center shall receive the calls on 108 number through Call Takers/ Emergency Response Officers (EROs). On the basis of information collected at the call center the call shall be forwarded to the nearest available ambulance on the mobile number of driver of the ambulance. The information of ambulances, their locations and number of drivers shall already be available at the call center. The call center is centralized situated at State Institute of Health and Family Welfare, Jhalana Doongri, Jaipur. The call center is responsible for dispatch of 741 ambulances presently which are deployed at various locations across Rajasthan. Number in increase or decrease of ambulances shall not affect the rates to be paid to the bidder.
- 5. The bidder will appoint a person to be the nodal point for coordinating with the department. The person identified must be available over phone at all times.
- 6. The bidder will be solely responsible for ensuring compliance of labour laws in true spirit. It will also ensure speedy redressal of complaints regarding sexual harassment of woman at workplace for the female workforce working in shifts in 108 call center.
- 7. The bidder will provide all call-logs, voice-logs, voice recordings and other necessary details as and when required by the Govt. It will also be submitted to Department in weekly/ fortnightly/monthly reports or as directed by the Department in the format desired by the Department.
- 8. The bidder will abide by the workplace safety measures prevalent in India and will need to upgrade their facility/service in case of changes in rules prevalent in the state or country. Government will not be responsible for any accidents or loss of life caused by the bidder's negligence. The bidder will also have to pay for all indemnities arising from such incidents and will not hold Department responsible or obligated.
- 9. The bidder will be solely responsible for managing the activities of it's personnel and will hold itself responsible for any misdemeanors.
- 10. The bidder is required to do all prior work of taking over the required hardware & software, recruitment and training of staff test dialing etc. in 7

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- days time from the date of signing of contract and should start operations within this period. (Details of the present hardware are enclosed at Ann.E)
- 11. The bidder is responsible for deployment of qualified and trained manpower as desired in RFP any shortfall/ would lead to deduction of penalty as mentioned in Section 6 General Condition of the Contract.
- 12. The details of personnel employed by the successful bidder shall be shared with MD, NHM necessarily within 15 days of taking over the call center. Any change in call center personnel once deployed may be done only after after approval of MD, NHM.
- 13. The bidder will ensure adequate training of the staff in operation and management of 108 call center
- 14. Appropriate manpower should be made available by bidder for the configuration and maintenance of the ERC/IVRS/CTI/Recording solution.
- 15. Manage the data generated through fail proof Data Storage System and arrange for furnishing of Daily Reports to designated Health Department Officials.
- 16.All assets (movable/immovable) procured with the funds of NHM for running of 108 Call center in Rajasthan are property of Government of Rajasthan. Service Provider shall be responsible for proper handling of these assets as per enclosed list at Ann F.

INSTRUCTIONS TO BIDDERS

- 1. Submit all the documents as desired in the RFP and an affidavit to the effect is to be submitted by the bidder that it has not been blacklisted/debarred in the past by any of the State Governments across the country and Government of India and that he will not form any coalition with other bidder. Shortcoming in any of the documents on the part of bidder may be taken as non-responsiveness and may lead to rejection of proposal.
- 2. Should have ability to train the personnel to be employed for smooth operations of 108 call center.
- 3. The RFP is being floated under the purview of RTPP Act and Rules and thus in absence of any provision in the RFP; rules and clauses of the said Act and Rules shall be finally applicable.
- 4. The bidder to inform himself fully—
 The bidder shall be deemed to have been satisfied himself as to the scope of the task as well as all the conditions and circumstances affecting operation and management of the 108 call center. Should he find any discrepancy in the RFP document including terms of reference, he should submit his issue/question in writing at least a day before Pre-bid Conference.
- 5. Pre-Proposal Conference /Clarification of Bidding Documents
 All the prospective bidders are invited to attend the Pre- Proposal Conference to
 be held as mentioned in notification in the office of Mission Director, National
 Health Mission, Swasthya Bhawan, Tilak Marg, Jaipur.
 - The Project Authority shall endeavor to clarify such issues during the discussions. However, at any time prior to the date for submission of RFP, NHM may, for any reason, whether at its own initiative or in response to the discussions/ clarifications, modify the RFP document by issuance of addenda and convey to the persons who have purchased the RFP document. The addenda would also be placed on the website-
 - 'www.rajswasthya.nic.in'. Such addenda will become an integral part of the RFP document. Oueries received after this deadline will not be entertained.
- 6. Incomplete RFP in any respect or those that are not consistent with the requirements as specified in this Request for Proposal Document or those that do not contain the Covering Letter or any other documents as per the specified formats may be considered non-responsive and liable for rejection.
- 7. Strict adherence to formats, wherever specified, is required.
- 8. Declarations:

Every bidder is supposed to submit a declaration in following annexures:-

Annexure A: - Compliance with the Code of Integrity and no Conflict of Interest.

Annexure B: - Declaration by the bidder regarding qualifications.

- 9. All communication and information should be provided in writing and preferably in English language.
- 10. All communication and information provided should be legible. The financial proposals given in figures should be mentioned in words also.
- 11. No change in/or supplementary information shall be accepted once the RFP is submitted. However, Department of Health and Family Welfare/NHM reserves the right to seek additional information and/or clarification from the Bidders, if found necessary, during the course of evaluation of the RFP. Non submission, incomplete submission or delayed submission of such additional information or clarifications sought by Department of Health and Family Welfare may be a ground for rejecting the RFP.
- 12. The proposals shall be evaluated as per the criteria specified in this RFP Document. However, within the broad framework of the evaluation parameters as stated in the RFP, Department of Health and Family Welfare reserves the right to make modifications to the stated evaluation/selection criteria, which would be uniformly applied to all the Bidders.
- 13. The Bidder should designate one person ("Contact Person" and "Authorized Representative and Signatory") authorized to represent the Bidder in its dealings with Department of Health and Family Welfare. This designated person should hold the Power of Attorney and be authorized to perform all tasks including but not limited to providing information, responding to enquiries, etc. The Covering Letter submitted by the Bidder shall be signed by the authorized Signatory and shall bear the stamp of the firm/consortium.
- 14. Department of Health and Family Welfare reserves the right to reject any or all of the RFPs without assigning any reason whatsoever.
- 15. Mere submission of information does not entitle the Bidder to meet an eligibility criterion. Department of Health and Family Welfare reserve the right to vet and verify any or all information submitted by the Bidder.
- 16. If any claim made or information provided by the Bidder in the RFP or any information provided by the Bidder in response to any subsequent query by Department of Health and Family Welfare, is found to be incorrect or is a material misrepresentation of facts, then the RFP will be liable for rejection. Mere clerical errors or bonafide mistakes may be treated as an exception at the sole discretion of Department of Health and Family Welfare if adequately satisfied.

- 17. The Bidder shall be responsible for all the costs associated with the preparation of the Request for Proposal and any subsequent costs incurred as a part of the Bidding Process. Department of Health and Family Welfare shall not be responsible in any way for such costs, regardless of the conduct or outcome of this process.
- 18. In every specific case, where the Bidder is constrained by statute/law from fulfilling any specific provision of this document, the Bidder is encouraged to contact Mission Director, NHM, Rajasthan.
- 19. The Bidder shall submit the technical proposal online on the website http://eproc.rajasthan.gov.in and also financial proposal in the format specified for BoQ i.e. format for financial proposal on the same website. Financial proposal filled anywhere else in the proposal shall not be accepted and if it happens it may lead to rejection of proposal.
- 19.1 The Proposal shall be typed or written in indelible ink and an authorized signatory of the Bidder or Individual, as applicable. Shall initial each page. Each page should be duly page numbered and an index of the contents should also be made on the first page. The person(s) signing the Proposal shall also initial all the alterations, omissions, additions, or any other amendments made to the proposal.
- 20. Sealing and Marking of Quotation
- 20.1 The Bidder shall submit proposal online on the e- proc. portal mentioned above.
- 20.2 Cover page of the proposal must be super-scribed with the following information:
 - a. Name and Address of Bidder
 - b. Contact person and phone numbers
 - c. Proposal for the Project "Take over and operationalization of 108 call center":
- 21 Earnest Money Deposit & Security Deposit:

The bidder shall deposit Earnest Money Deposit (EMD) amounting to Rs. 3.00 lacs (Rupees Three Lacs Only) in prescribed form in favor of "Rajasthan State Health Society, payable at Jaipur" along with the bid.

In the absence of the EMD, technical proposal of the bidder shall be rejected. The earnest money shall be forfeited in case the bidder withdraws or modifies the offer after opening of the bid but before acceptance of the bid or he does not execute the agreement and deposit security deposit within specified time. Earnest money of unsuccessful bidders shall be refunded soon after final acceptance of the bid.

The bidder whose proposal is accepted and award issued shall have to deposit Security Deposit within 3 days of Award of Contract, equals to 5% of the total project cost. Amount of Earnest money deposit can be adjusted into the security deposit.

The Earnest Money (Bid Security)/security deposit (Performance Security) may be deposited in the following form-

(i) Bid security:-

The Bid Security may be given in the form of cash, banker's cheque or demand draft of a scheduled bank or deposited through eGRAS.

(ii)Performance Security:-

Performance Security shall be furnished in any of the following forms:-

- a. Deposited through eGRAS;
- b. Bank Draft or Banker's Cheque of a scheduled Bank;
- c. Bank Guarantee/s of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the rule 42 of bid security of RTPP Rules 2013.

Performance security furnished in the form specified in clause (b) to (e) of sub-rule (3) of Rule 75 of the said Rules 2013 shall remain valid for a period of sixty days beyond the completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.

The original BG shall be deposited at the office of Mission Director, NHM and in the name of Rajasthan State Health Society. Scanned copy of the BG shall be uploaded with the online proposal.

Earnest Money/Security deposit is for due performance of the contract. It can be forfeited by the Government in the following circumstances-

- 1) When any terms or conditions of the agreement are infringed.
- 2) When the service provider fails in providing the services satisfactorily.

Notice will be given to the bidder/service provider with reasonable time before the earnest money / security deposit is forfeited.

22. Time Schedule for submission of the Proposal:

Time schedule shall be as mentioned in the notification or as per addendum if any; later issued in this reference.

23. Grievance Redressal during the RFP Process:-

Bidder shall refer to the <u>Annexure C</u> for the process of Grievance Redressal during the process of RFP.

24. Additional Conditions of the contract:-

Bidder shall abide by the additional conditions of the contract mentioned in

Annexure D

SECTION 6 GENERAL CONDITIONS OF CONTRACT (GCC)

1. Use of Contract Documents and Information

- a. The selected Service Provider shall not, without department's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished for operations of call center or for the knowledge of paramedics in performance of the contract. The disclosure to any such employed person shall be made in confidence and extend only as far as may be necessary for purposes of such performance.
- b. Any document, other than the contract itself, given to the selected Service Provider shall remain the property of department and shall be returned (in all copies) to the Department on completion of the Service Provider's performance under the contract

2. Security Deposit

- a. Within 3 days of receipt of the notification of contract award, the selected Service Provider shall furnish Security Deposit to the Government as per 5% of the total project cost, valid for the entire duration of the contract plus six months. Successful bidder shall have to execute the contract within this 3 days period failing in which may lead to cancellation of Award of Contract and forfeiture of Bid Security.
- b. The proceeds of the Security Deposit shall be payable to the Government as compensation for any loss arising from the service provider's failure to complete its obligations under the contract.
- c. The Security Deposit will be discharged by the Government and returned to the service provider on completion of the service provider's performance obligations under the contract.
- d. In the event of any increase in ordered amount, the service provider shall provide additional security accordingly.

3. Notice

Any notice given by one party to the other pursuant to this bid shall be sent to the other party in writing to the other party's address. A notice shall be effective from the date when Notice in writing is delivered or tendered or affixed at a conspicuous place, whichever is earlier.

4.Payments

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The payments shall be made on monthly basis and as per the provisions of agreement and RFP. No payment shall be made in advance. The period of operation of the call center shall be for 12 months initially from the date of signing of the contract (which is further extendable as per provisions of RTPP Act) or selection of new service provider under Integrated Ambulance Project whichever is earlier. However; bidder will be paid for a minimum period of three months in case the handing over to the new service provider under Integrated Ambulance Project is done before completion of three months from the date of agreement with the bidder under this RFP.

5. Termination for Default

- a. The Department may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the service provider, terminate the contract in whole or part:
- i. If the service provider fails to deliver any or all of the services within the period(s) specified in the contract,
- ii. If the service provider, in the judgment of the Department has engaged in corrupt or fraudulent practices in competing for or in executing the contract. For the purpose of this clause:

"Corrupt practice": means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the tender process or in contract execution.

"Fraudulent practice": a misrepresentation of facts in order to influence a tender process or the execution of a contract to the detriment of the Department, 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 Department of the benefits of free and open competition.

6.Penalty Clause

a. In case the Service Provider fails to provide required manpower for the call center, penalty shall be proportionate deductions or as decided by MD, NHM. In case of any other default in services the penalty shall be based on seriousness of default and penalty shall be determined as per direction and decision of MD, NHM.

7. Force Majeure

a. Notwithstanding the provisions of Termination for Default and Penalty clauses, the service provider shall not be liable for forfeiture of its Security Deposit, penalty or termination for default, if and to the extent that, it's delay in

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performance or other failure to perform its obligations under the Contract is the result of an event of force majeure.

- b. Force majeure shall mean and be limited to the following:
 - War / hostilities
 - Restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of the order by the service provider.
- c. The service provider shall advise the Department by a registered letter duly certified by the local statutory authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such force majeure conditions. In the event of the delay lasting for over two months, if arising out of causes of force majeure, the Department reserves the right to cancel the order.
- d. The completion period may be extended in circumstances relating to force majeure by the Department. The bidder shall not claim any further extension for the completion of work. The Department shall not be liable to pay extra costs under any conditions.
- e. The bidder shall categorically specify the extent of force majeure conditions prevalent in their works at the time of submitting their bid and whether the same have been taken in to consideration or not in their quotations. In the event of any force majeure cause, the bidder shall not be liable for delays in performing their obligations under this order and the delivery dates can be extended to the bidder without being subject to price reduction for delayed delivery, as stated elsewhere.
- f. It will be prerogative of the Department to take the decision on force majeure conditions and the Department's decision will be binding on the bidder.

8. Termination for Insolvency

a. The Department may at any time terminate the contract by giving written notice to the service provider, if the service provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the service provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Department. In case of termination of the contract with service provider contract may be awarded to other service provider at risk and cost of present service provider.

9. Resolution of Disputes

If any dispute arises between parties, then there would be two ways for resolution of the dispute under the Contract.

Toll Free 108 call center

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a. Amicable Settlement

Performance of the contract is governed by the terms and conditions of the contract, however at times dispute may arise about any interpretation of any term or condition of contract including the scope of work, the clauses of payments etc. In such a situation, either party of the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, then Clause 9 (b) of the General Conditions of Contract shall become applicable.

b. Resolution of Disputes

In the case dispute arising between the parties in the contract, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to Arbitral Tribunal as prescribed by Ministry of Law, Government of India. The Indian Arbitration and Conciliation Act, 1996 and any statutory modification or reenactment thereof, shall apply to these arbitration proceedings. Arbitration proceedings will be held in Jaipur, Rajasthan and the language of the arbitration proceeding and that of all documents and communications between the parties shall be as per directions of Arbitration Tribunal.

The decision of the majority of arbitrators shall be final and binding upon both the parties. The expenses of the arbitration as determined by the arbitrators shall be borne by party/parties as per directions of Arbitrator. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.

10. Legal Jurisdiction

All legal disputes between the parties shall be subject to the jurisdiction of the courts situated in Jaipur, Rajasthan only.

Tenure of the Project: - The period of operation of the call center shall be for 12 months initially from the date of signing of the contract (which is further extendable as per provisions of RTPP Act) or selection of new service provider under Integrated Ambulance Project whichever is earlier. However; bidder will be paid for a minimum period of three months in case the handing over to the new service provider under Integrated Ambulance Project is done before completion of three months from the date of agreement with the bidder under this RFP.

2. Financial Part: The bidder should quote the rates for taking over and operationalisation of 108 call center in the format prescribed for the purpose on the http://eproc.rajasthan.gov.in. The elements of taxes, duties, fees etc. as applicable on the date of submission of the bid shall be included in the final financial quote. The bidder shall exercise all due diligence at their own level regarding applicability of taxes, duties, fees etc. Any additional claim over and above the rates quoted in the financial bid shall not be entertained for payment on whatever reasons.

Decree !

- 3. After taking over the operation of 108 Call center the bidder shall be responsible for maintenance & all other activities related to operationalization of the call center as per the provisions of RFP and agreement. Therefore the financial quote shall include all such costs like salaries, running cost etc.
- 4. The rates must be written both in words and figures. In case of any discrepancy between the prices quoted in words and figures, lower of the two shall be considered. There should be no errors /or overwriting. Corrections, if any should be made clearly and initialled with date.
- 5. The bidder shall quote operational cost for 1. Per seat per month.
- 6. Saving Clause:- In absence of any specific provision in the agreement and in the RFP on any issue the guidelines issued/to be issued by the Project Authority MD, NHM shall be applicable. Central Government and State Government introduces new innovations/services time to time for well being of general public. These new innovations/services may be executed through Operator on mutually agreed terms.

7. Settlement of disputes:

If any dispute with regard to the interpretation, difference or objection whatsoever arises in connection with or arises out of the agreement, or the meaning of any part thereof, or on the rights, duties or liabilities of any party, the same shall be referred for decision initially to the District Health Society or if not resolved to the MD,NHM. Later can be referred to Government i.e Principal Secretary Health if not gets resolved at the level of MD,NHM. Government's decision shall be binding upon both the parties.

REPORTING

• Generation of daily and monthly reports regarding calls Received, calls attended per enclosed formats.

SECTION 8 PROPOSAL SUBMISSION REQUIREMENTS

For technical proposal:- Technical proposal shall be submitted online

- 1. Experience and Operations
- 2. Executive Summary
- 3. Demand Draft of EMD, RFP cost and RISL processing fee (to be submitted in the office of MD, NHM physically before last date ands time of submission of bids in original and scanned copies of the same shall be submitted on e-portal)
- 4. Description of Experience
- 5. All documents related to eligibility criteria.

For Financial Proposal:-

1. The financial proposal shall be submitted online and only in the specified format of BoQ for that. Financial proposal submitted anywhere else may become a reason for rejection of the proposal.

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SECTION 9 ANNEXURE'S

Annexure A: Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall -

- not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- not obstruct any investigation or audit of a procurement process;
- disclose conflict of interest, if any; and
- disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

The Bidder participating in a bidding process must not have a Conflict of Interest. A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

i. A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:

- a. have controlling partners/ shareholders in common; or
- b. receive or have received any direct or indirect subsidy from any of them; or
- c. have the same legal representative for purposes of the Bid; or
- d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the
- e. the Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
- f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
- Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/ consultant for the contract.

Annexure B: Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

	-alation	to	mylour	Bid	submitte	d u				for	procurement o	ľ
				in	response	to	their	Notice	Inviting	Bids	No	•
Da	ted		I/we he	reby	declare u	nder	Section	on 7 of I	Rajasthan '	Transp	parency in Public	2
Pre	verinemen	t Ac	t, 2012, tl	nat:								

- I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
- I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
- I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our
 affairs administered by a court or a judicial officer, not have my/our business activities
 suspended and not the subject of legal proceedings for any of the foregoing reasons;
- 4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date:

Place:

Signature of bidder

Name:

Designation:

Addr

Annexure C: Grievance Redressal during Procurement Process (1) Filing an appeal

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued thereunder, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:

Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

- (2) The officer to whom an appeal is filed under para (i) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.
- (3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.
- (4) Appeal not to lie in certain cases

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-

(a) determination of need of procurement;

- (b) provisions limiting participation of Bidders in the Bid process;
- (c) the decision of whether or not to enter into negotiations;

(d) cancellation of a procurement process;

(e) applicability of the provisions of confidentiality.

(5) Form of Appeal

(a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many

copies as there are respondents in the appeal. (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.

(c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.

(6) Fee for filing appeal

- (a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
- (b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.
- (7) Procedure for disposal of appeal
- (a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-

(i) hear all the parties to appeal present before him; and

- (ii) peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.

(d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

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			FORM No. 1 [See rule 83]
Memorandum of Appeal under	the Rajasthau Ti Act, 2012	ansparency in P	Apisc Procedement
Appeal Noof Before the	(First / Second	Appellate Author	rity)
(ii) Official address, if any:	•	·	
(iii) Residential address:			
(i) (ii) (iii) 3. Number and date of the order apand name and designation of the who passed the order (enclose of statement of a decision, action of the Procuring Entity in contravof the Act by which the appellant if the Appellant proposes to be a by a representative, the name and of the representative: Number of affidavits and docum	e officer / authority copy), or a or omission of cention to the provi nt is aggrieved: cpresented i postal address cents enclosed with	isions	ennes!
	Grounds	O1	appeal:
affidavit) 7.			Prayer:
Place	******	- to2	Leen.

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Annexure D: Additional Conditions of Contract

1. Correction of arithmetical errors

Provided that a Financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:

- i. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- total price as quoted shall govern and the unit price shall be determined or subtraction of ii. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- subtotals, the subtotals snall prevail and the total shall be considered in words shall iii. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

which case the amount in rightes shall provain subject to the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

Procuring Entity's Right to Vary Quantities

- (i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.
- (ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
- (iii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

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 Dividing quantities among more than one Bidder at the time of award (In case of procurement of Goods)

As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more Bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.

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ANNEXURE-E

Details of Hardware and Software at call center

S.No	Block Name	Asset Category	Serial Number	Description	Quantity
1	Computer	Call Center	1PNT1BS	Desidop (CPU, Key Board, Mouse)	1
	Computer	Call Center	2PNT1BS	Desktop (CPU, Key Board, Mouse)	1
2		Call Center	3PNT1BS	Desidoo (CPU, Key Board, Mouse)	1
3	Computer	Office	******	Desktop (CPU, Key Board, Mouse)	- i
<u> </u>	Computer		4PNT1BS	Desktop (CPU, Key Board, Mouse)	- i
5	Computer	Office	SPNT1BS		1
6	Computer	Call Center	6PNT1BS	Desktop (CPU, Key Board, Mouse)	-
	Computer	Call Center	7PNT1BS	Desktop (CPU, Key Board, Mouse)	
8	Computer	Office	8PNT1BS	Desktop (CPU, Key Board, Mouse)	1
9	Computer	Office	9PNT1BS	Desktop (CPU, Key Board, Mouse)	
10	Computer	Call Center	BPNT1BS	Desidop (CPU, Key Board, Mouse)	1
11	Computer	Office	CPNT1BS	Desidop (CPU, Key Board, Mouse)	1
12	Computer	Call Center	DPNT1BS	Desktop (CPU, Key Board, Mouse)	1
13	Computer	Call Center	FPNT1BS	Desktop (CPU, Key Board, Mouse)	
14	Computer	Office	GPNT1BS	Desitop (CPU, Key Board, Mouse)	
15	Computer	Call Center	HPNT18S	Desktop (CPU, Key Board, Mouse)	1
16	Computer	Call Center	JPNT1BS	Desktop (CPU, Key Board, Mouse)	1
17	Computer	Call Center	1QNT1BS	Desktop (CPU, Key Board, Mouse)	1
18	Computer	Call Center	2QNT1BS	Desktop (CPU, Key Board, Mouse)	1
19	Computer	Office(Store)	3QNT1BS	Desktop (CPU, Key Board, Mouse)	1
20	Computer	Call Center	4QNT1BS	Desktop (CPU, Key Board, Mouse)	1
21	Computer	Call Center	5QNT18S	Desistop (CPU, Key Board, Mouse)	1
22	Computer	Office	6QNT18S	Desidop (CPU, Key Board, Mouse)	1
23	Computer	Call Center	7QNT18S	Desktop (CPU, Key Board, Mouse)	1
24	Computer	Office	8QNT1BS	Desidop (CPU, Key Board, Mouse)	1
25	Computer	Office	9QNT1BS	Desidop (CPU, Key Board, Mouse)	1
26	Computer	Office	BQNT1BS	Desidop (CPU, Key Board, Mouse)	1
26 27	Computer	Office	CONTIBS	Desktop (CPU, Key Board, Mouse)	1
28	Computer	Office	DONT1BS	Desidop (CPU, Key Board, Mouse)	1
29	Computer	Office	FONT1BS	Desktop (CPU, Key Board, Mouse)	1
30	Computer	Call Center	GONT18S	Desktop (CPU, Key Board, Mouse)	1
31	Computer	Call Center	HQNT1BS	Desitop (CPU, Key Board, Mouse)	i
32	Computer	Call Center	JONT1BS	Desidop (CPU, Key Board, Mouse)	1
33	Computer	Office	1RNT1BS	Desktop (CPU, Key Board, Mouse)	1
~	Computer	Office	2RNT18S	Desidop (CPU, Key Board, Mouse)	1
35	Computer	Call Center	3RNT1BS	Desktop (CPU, Key Board, Mouse)	1
~ 36	Computer	Call Center	4RNT1BS	Desktop (CPU, Key Board, Mouse)	1
37	Computer	Call Center	5RNT1BS	Desktop (CPU, Key Board, Mouse)	1
8	Computer	Office	6RNT1BS	Desktop (CPU, Key Board, Mouse)	1
					
39	Computer	Office	7RNT1BS	Desidop (CPU, Key Board, Mouse)	
10	Computer	Call Center	8RNT1BS	Desktop (CPU, Key Board, Mouse)	1
41	Computer	Office	9RNT1BS	Desktop (CPU, Key Board, Mouse)	1
2	Computer	Call Center	BRNT1BS	Desidop (CPU, Key Board, Mouse)	1
13	Computer	Call Center	CRNT1BS	Desktop (CPU, Key Board, Mouse)	
44	Computer	Call Center	DRNT1BS	Desktop (CPU, Key Board, Mouse)	1

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Details of Hardware and Software at call center

	ANNEXURE 2 - NORTAL		
	NORTEL-VOICE		
PRODUCT COOE	DESCRIPTION	SERIAL NO.	QUANTITY
NT6D41CAES	CE POWER SUPPLY	ADPL1603VF6F	
NT8D17HCE5	CONF/TDS	NNTMENC83H47	
NTSD97ADE5	DDP2	NNTML21GKH68	
NT5D97ADE5	DDP2	NNTML21GKH5M	
NTSD97ADES	DDP2	NNTML21GKHP9	
NT8D04BA	SNET	NNTMENC8493Y	
NT8D04BA	SNET	NNTMENC84996	
NTRB53AA	α	NNTMENC7K030	Ĭ
QPC43RE5	PS	NNTMENC835W4	
QPC441F	3PE	NNTMENC83DJR	Ì
NT4N6SAC	CNI	NNTMENC80E6Y	
NT4N488AES	SYSTEM UTILITY	NNTMENC8329J	
NT4N39AAES	CP CPIV	NNTM84N00MW7	
NT6D41CAES	CE POWER SUPPLY	ADPL1603VDCX] .
NT8D17HCE5	CONF/TDS	NNTMENC83H3W	
NTSD97ADES	DDP2	NNTML21GKH#K	
NTSD97ADES	DDP2	NNTML21GKH7N	
NT8D04BA	SNET	NNTMENC849FG	
NTRB53AA	α	NNTMENCB2FDX	
QPC43RE5	PS	NNTMENC835W4	Ī
QPC441F	3PE	NNTMENC83DMJ	
NT4N6SAC	CNI	NNTMENC80E87	
NT4N48BAE5	SYSTEM UTILITY	NNTMENC82K5W	
NT4N39AAES	CP CPIV	NNTM84N00MWL	
NT6D40BAES	PE POWER SUPPLY	ADPL1603X8RG	
NTSD29AA	XCOT-I	NNTMENC83597	
NTSD29AA	xcot-l	NNTMENC8359G	
NTSD29AA	XCOT-I	NNTMENC83594	
NTSD29AA	XCOT-I	NNTMENC8359C	
NTB002HAES	DLC	NNTMENC837W2	
NTBD02HAES	DLC	NNTMENC81E3R	T

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Annexure F

Requirement of Manpower

Sr No	Manpower Requirement	Qualification & Experience	Preference given who is having
1	Call Center Head/ERC Manager	M.B.A. With Experience of 2 Years in Call center Management.	
2	Team Leader (TL)	M.B.A. With Experience of 1 Year in Call center as Team Leader.	
3	Emergency Response Officer (ERO)	Graduate/10+2 pass and qualified trained call handlers with Basic Knowledge of Computer. Computer Typing (English) Speed should be 20 to 24 WPM.	Experience in Call Center
4	IT Head	MCA + CCNA Certificate with 2 Years of Experience Hardware, Software and Network System handling.	Experience in Call Center
5	IT Executive	PGDCA with 1 Year of Experience in Computer Hardware and Networking.	CCNA Certificate and Experience in Call Center
6	Security Guard	10th Pass with 1 Year of Experience	Registered with Security Agency

Note:- The Call Center has to remain operational 24X7 for 365 days in a year. Numbers of the abovementioned personnel employed by the Service Provider should be such that it remain operational with no call left unattended.

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ANNEXURES

ANNEXURE 1

Covering Letter (On the Letterhead of the Bidders)

Date:	
То	Mission Director (NHM) Swasthya Bhawan, Jaipur.
Sub:	Request for Proposal for "Taking Over, Operation and Management of 108 call center".
Ref:	Your Notification No
Sir/M	ladam,

Being duly authorized to represent and act on behalf of (here in after referred to as "the Bidder")' and having reviewed and fully understood all of the Proposal requirements and information provided and collected, the undersigned hereby submits the Proposal on behalf of (Name of the Bidder) for the Project "Taking Over, Operation and Management of 108 call center" online, with the details as per the requirements of the RFP, for your evaluation.

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

We confirm that our Proposal is valid for of a period of six calendar months from (insert Proposal Due Date)

Yours faithfully

ANNEXURE 2

Particulars of the Bidding Organization(s)

Tender for Selection of Service provider for taking over, and management of 108 call center	operationalisation
Name and full address of the firm/ Company/	
Society/Organization	•
Details of Registered Office	
Address	
Telephone No(s)	
Fax No(s)	
E-mail address	
Company website	
Income Tax Registration number. (PAN)	
Service Tax Registration No	
Whether Public limited company or private limited company(give details)	
Details of Director, Managing Director etc and their Share holding and their respective liabilities in carrying this tender and discharge of subsequent	
Does the organization have an office in Rajasthan? If so, provide address of the office and details of the activities conducted in the office.	
Name and addresses and designation of the persons who will represent the Bidder while dealing with DoHFW (only required for the lead bidder). (Attach letter of authority)	
Details of service / support network and infrastructure available in India. (If Any)	
Has the organisation blacklisted by any State or Central Government entity.	
<u> </u>	

Note: Above details are mandatory, Bidder may use additional sheets for above submittals.						
uthorised Signatory)						
Name:						
Designation & Authority:						
Place:						
Date:						
Stamp:						
Company Name:						
Business Address:						

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ANNEXURE 3

Certification

I, the undersigned, certify that to the best of my knowledge and belief, the information provided in the proposal is correct and no material or immaterial fact is hidden. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

[Signature of staff member]	
Date:	
(Authorized Signatory)	
Name:	
Designation & Authority:	_
Place:	
Date:	
Stamp:	
Company Name:	
Business Address:	

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Annexure 4:

Certificate from the client/ State Government/Government of India to the effect that the bidder is operating a 30 seater call center for last 2 years and has satisfactory record as a service provider.

ANNEXURE 5:

Financial Bid (it should be filled in the format specified on e-proc website here it is only indicative.)

As part of the financial proposal, the Bidder is required to propose a per-seat rate that it would charge the Department for providing the services listed as part of the Scope of Work in this document.

S. No.	Description	Unit (per seat)	Amount per seat per month (inclusive of all taxes)
1	Operational cost for taking over, operation and maintenance of 108 call center as detailed in RFP	24X7 operations	Rs. (in figures) Rs.(In words)

Reserved Trooms

ANNEXURE 6:

REQUEST FOR CLARIFICATION

Bidders requ	uest for Clarification		
Name of organization submitting request		Name & position of person submitting request	Address of organization including phone, fax, email points of contact
			Tel: Fax: Email
S.no.	Bidding document reference (clause/Page)	Content of RFP requiring Clarification	Points of clarification required
1			
2			
3		_	
4			

