



**PANCHAYATIRAJ & DRINKING WATER DEPARTMENT
GOVERNMENT OF ODISHA**

RFP DOCUMENT

**Establishment and Operation of Grievance
Management System (BASUDHA Helpline)
through Call Centre**

Tender Reference No. EIC/RWS&S/08/2020-21

November 2020

**Rural Water Supply & Sanitation,
PR&DW Department, Odisha
Jal 'O' Parimal Bhawan, Bhubaneswar, Odisha, 751001**

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SECTION 1

NOTICE INVITING PROPOSAL

**Office of the Engineer-In-Chief, RWS&S
Odisha, Bhubaneswar**

PANCHAYAT RAJ & DRINKING WATER DEPARTMENT, GOVERNMENT OF ODISHA

Jal 'O' Parimal Bhawan, Bhubaneswar – 751001

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Telephone Phone: 0674-2395734

Tender No. EIC/RWS&S/08/ 20-21

Dated: 25 /11/ 2020

1.1. EIC, RWS&S, DoPR&DW, Odisha invites sealed proposals (Technical and Financial) from eligible parties to Set-up, Operationalisation & Management of call center in the State of Odisha.

1.2. Schedule of Events

Sl. No.	Description	Details
1	Date of availability of RFP Document	[25-11-2020]
2	Cost of the RFP Document	INR 5000/- (Five thousands Only)
3	Pre-Bid Meeting (Date & Time)	11 AM on [04-12-2020]
4/	Pre-Bid Meeting Venue	Conference Hall, O/o EIC, RWS&S, Odisha Jal 'O' Parimal Bhawan, Unit-5, Bhubaneswar – 751001. Phone: (0674) 2395734
5	Closing Date and Time of Receipt of Tender	4 PM on [28-12-2020] Jal 'O' Parimal Bhawan, Unit-5, Bhubaneswar – 751001
6	Time, Date and Venue of Opening of Technical Proposal	5 PM on [29-12-2020] Jal 'O' Parimal Bhawan, Unit-5, Bhubaneswar – 751001
7	Time, Date and Venue of Opening of Financial Proposal	Date and time will be communicated later. Jal 'O' Parimal Bhawan, Unit-5, Bhubaneswar – 751001

1.3. Interested parties may download the RFP document (a complete set of document is available on website) from the website www.odisha.gov.in / www.odishapanchayat.gov.in and submit the proposal by using the downloaded document, along with the required non-refundable document cost as mentioned in

Para 1.3 above. The proposal will be rejected if the applicant changes any clause or annexure of the RFP document downloaded from the website.

- 1.4. Prospective applicants may attend the Pre-bid meeting. The venue, date and time are indicated at Para 1.2 above.
- 1.5. Parties shall ensure that their proposals, complete in all respects, are delivered at O/o EIC, RWS&S, Odisha on or before the closing date and time indicated in the Para 1.2 above, failing which the tender proposals will be treated as late receipt and shall be rejected. The Proposals sent by post/ courier must reach the above said address on or before the closing date and time indicated in Para 1.2 above, failing which it will be treated as late tender and shall be rejected.
- 1.6. In the event of any of the above mentioned dates being declared as a holiday / closed day by Government of Odisha, the documents/bids will be sold/received/opened on the next working day during office hours.
- 1.7. The RFP Documents are not transferable.
- 1.8. All Proposals must be accompanied by EMD and Document Fee as prescribed. Proposals without EMD and Document Fee shall be rejected.

Sd/25.11.2020
Engineer-In-Chief, RWSS,
Odisha, Bhubaneswar

INTRODUCTION

2.1 Background

The Rural Water Supply & Sanitation (RWS&S) wing of Panchayati Raj & Drinking Water Department, Government of Odisha executes Piped water supply Projects in the rural areas of the State. Funds to the tune of about Rs. 10,000 Crores is made available through annual plan budget of State Government, Central Government & Finance Commission Funds and other schemes. RWS&S is responsible for managing myriad flagship schemes such as NRDWP, BASUDHA, SBM(G) and various rural piped water supply projects with funding from OMBADC, DMF etc. in the state. The Government is keen to ensure sustainability of water availability in terms of potability, adequacy, convenience, affordability and equity with decentralized approach of involving PRI and community organizations with a vision of "Safe Drinking Water for all, at all times in rural areas".

In order to achieve better citizen service delivery standards, RWS&S is keen to establish a Grievance Management and information dissemination platform and invites competent private sector operators to establish and operate end to end facilities of a Call Center for this purpose.

2.2 Objectives of the Call Centre

RWS&S is seeking a proposal to establish and operate end to end facilities of a Call Center having inbound and outbound call facilities. The requirement entails handling calls through EPABX system, Headphones and CRM Software with call recording facilities which will be integrated to a web application for the grievance handling.

This Call Center will comprise of an Integrated Grievance Redressed System providing a single platform for citizens to log, monitor and escalate their grievances. It will converge modes of communication like Mobile, SMS, E-mail & Website to register, track and resolve grievances. It will help in collating citizen's grievances and channelizing the problem solving through a structured escalation mechanism.

As an outbound call center service, it will help RWS&S to reach PRI functionaries and inform about service delivered by the institution. Having such an outbound call center in place will ensure successful follow-up on government implemented schemes/projects, proactive connect with citizens and efficient execution of service delivery.

This proposed Call Center, will receive and systematically capture grievances on different issues faced by the citizens. The built in intelligent system ensures that the grievance is disposed by the use of ICT which automatically tracks and pursues the status of grievance with the action taking authority. To dispose a particular complaint, only the concerned official can update the database either through return SMS, email or from the web portal. If no action is initiated by the concerned official, the ICT tool automatically escalates the complaint to the higher action taking authorities. It also has built in MIS for administrators to identify the performance of their offices and officers therein for taking preventive actions.

2.3 Call Centre Details

The detailed scope of work, infrastructure requirement and the Service Level Parameters are provided in **Section 6** (Terms of Reference) and a brief of the same is presented below.

- 1.8.1. **Infrastructure:** The private sector partner will provide the physical and IT infrastructure on Build Own Operate (BOO) Basis. It will have to arrange required equipment, telephone connection (i.e. to be customized to 4-digit telephone number for public), and manpower to run the call center uninterrupted with all requisite redundancy & disaster recovery arrangements. RWS&S will not provide any equipment (including packaged software) or manpower to manage the center.
- 1.8.2. **Toll Free Number:** There shall be a single four digit toll free point of contact (to be provided by Bidder) which shall be operated centrally. The selected Bidder shall ensure continuity of the existing BASUDHA Helpline toll free number 1916.
- 1.8.3. **Seat Capacity:** The bidder shall be required to establish and operate a minimum 10 seat call centre. It shall be established at Bhubaneswar. .
- 1.8.4. **Human Resource:** The bidder should develop a staffing plan that will provide live call response and counseling, seven days a week (Time - 6 AM to 6 PM) by trained professionals having graduation degree. The bidder must engage one supervisor/call centre manager and provide adequate orientation and ongoing training for all staff. All the call centre staff must be fluent in Odia, Hindi & conversant in written English.
- 1.8.5. **Duration:** The above services will be for a duration of two years from the date of signing of contract and shall be extendable by one year subject to mutually agreed terms and conditions.

The Call Centre will have the following 2 categories of the staff as mentioned below:

- Call Centre Manager: MBA/Postgraduate and at least 3 years' experience in a call centre.
- Call Centre Executive: Graduate having basic computer knowledge with at least one year working experience in call centre.

2.4 Role of Call Centre

- a) Inbound Calls
 - Call centre executive will attend the call, answer the query, and provide the information. (06 AM to 06 PM)
 - Register the received grievance and forward to person concern for remedy.
 - The grievance will be uploaded in the web portal.
 - A complain docket number will be generated and sent to dialer for future reference to track the status.
 - Updated status of the grievance will be informed to dialer.

- Prepare report on received grievances and its status weekly and submit to EIC, RWS&S office.

b) Outbound calls

Each executive will make outbound calls (at least 32 calls per day) to personnel in PRI institutes, informing them about government initiatives to achieve mandate of RWS&S. They have to receive and document feedback on service delivery (quality & quantity as applicable) provided. The Call Center manager shall compile the feedback and submit Monthly Reports capturing the number of calls made and feedback received.

2.5 Roles and Responsibilities of Parties

2.5.1 Roles of RWS&S

- Make familiar all call center staffs with various program and its' operational procedure.
- Provide FAQ.
- Provide documents about programs.
- Provide contact details of PRI institution and members.
- Reserves the right to audit or conduct inspection.
- Designate a person to be as a single point of contact for the project.
- Release the funds to the Service Provider as per the terms and conditions of the agreement.
- Provide Pipe Water Supply Assets Database

2.5.2 Roles of Service Provider

- Establish Call Centre with good working environment.
- Customize BASUDHA Helpline number i.e. "1916" for contact by citizen.
- Procurement, installation & maintenance all equipment including telephone connection (to be customized to 4 digits number) to run call centre.
- Arrange premises for setting up the Call Centre.
- Provide application software including triaging software, algorithms/ protocols, CRM etc.
- Create systems to ensure secure storing of data captured during the calls
- Obtain all statutory approvals required for operating such a service. It may request Government assistance for such approvals, if required.
- Ensure compliance of labor laws.
- Put in place adequate and effective mechanisms to deal with complaints of sexual harassment of women at workplace.
- Responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanors.
- Provide all call-logs, voice-logs, voice recordings and other necessary details as and when required by GoO. Voice storage should be of minimum two months in the online application and provision of backup of archive data for one year in removable storage.

- Ensure adequate training of the staff in organizational behavior so that it is courteous while at work.
- Ensure necessary power backup for uninterrupted service. The service provider shall ensure average down time of below 2% in any particular month for any reason including mechanical and electrical failure.
- The average initial answer speed for 90% of the calls shall be within 5 rings (10Seconds).
- Routine report on monthly basis preferably by 10th of every month as per the prescribed format.

2.6 Time-line

Call Centre should be made operational within 60 days of award of contract (signing of contract).

INSTRUCTIONS TO BIDDER

3.1 General Instructions

- a) The applicant should prepare and submit its proposal (Technical and Financial) as per instructions given in this section.
- b) The proposal shall be completed with all respects. Incomplete proposals shall be liable for rejection.
- c) The prices quoted shall be **firm** and shall include all taxes and duties. This shall be quoted in the prescribed format only as given in **Annexure 1**.
- d) The Proposal (technical and financial) shall be submitted (with a covering letter as per **Annexure 2**) before the last date of submission.

3.2 Earnest Money Deposit (EMD) and Cost of RFP Document

- a) The tender shall be accompanied by Earnest Money Deposit (EMD) of Rs. **50,000 (Rupees Fifty Thousand)** in the shape of Term Deposit Receipt / Bank Guarantee from any Nationalized / Schedule Bank in favor of "**Engineer-in-Chief, RWSS , Bhubaneswar**" payable at Bhubaneswar.
- b) Proposal submitted without EMD shall be rejected.
- c) The EMD of unsuccessful parties (applicant) will be returned to them without any interest, after conclusion of the resultant contract. The EMD of the successful bidder will be returned without any interest, after receipt of performance security as per the terms of contract.
- d) EMD of a applicants may be forfeited without prejudice to other rights of the proposal inviting authority, if the applicant withdraws or amends its proposal or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information /documents furnished in its tender is incorrect, false, misleading or forged. In addition to the aforesaid grounds, the successful applicant's EMD will also be forfeited without prejudice to other rights of purchaser, if it fails to furnish the required Performance Security within the specified period.
- e) Cost of RFP of Rs. 5,000/- (Rupees Ten thousand only) in the form of demand draft in favor of "**Executive Engineer, RWSS Division, Bhubaneswar**", payable at Bhubaneswar.

3.3 Structure and Submission of Proposal

- a) The proposals are required to be submitted in two parts (Technical & Financial) separately in sealed envelopes as explained below.
- b) **Envelope 1:** To be marked, as "**Technical Proposal**" shall have two separate envelopes in it marked as "Proof of Eligibility" and "Technical Details" as follows.

- (i) Proof of Eligibility: This will contain the documents in support of eligibility criteria mentioned at Section 4.4.1.
 - (ii) Technical Details: This will contain the documents as mentioned in technical proposal described below;
- c) **Envelope 2: To be marked as “Financial Proposal”**
- (i) The applicant shall quote price for proposed call centre in the format enclosed as **Annexure I**. The price as quoted shall be for the entire range of activities as defined under **Section 6** of the RFP. It shall cover both capital and operational expenditure to be incurred by the Agency for providing the service. No other payment shall be due to the Agency other than the price as quoted in the Financial Bid
 - (ii) While quoting the price the Agency should take into consideration the fact that there is a requirement for a Call Centre facility within Odisha to manage Grievance redressal system and connect PRI institution and members to get feedback on service provided by RWS&S.
 - (iii) Government shall not pay or bear any cost separately towards capital expenditure for setting up of Call-Centre, Equipment or instrument including IT infrastructure, building, space, etc. other than the price quoted in the financial proposal. The price offered shall cover both operational and capital expenditure to be incurred by the Agency for providing the service.
- d) The two envelopes containing both technical and the financial proposal shall be put in a bigger envelope, which shall be sealed and superscripted with “RFP Reference No. EIC/RWSS/08/2020-21 for “Establishment and Operation of Grievance Management System through Call Centre” due for opening on **29-12-2020**.

The offer shall contain no interlineations or overwriting except as necessary to correct errors, in which cases the person or persons signing the tender must initial such correction. In case of discrepancy in the quoted prices, the price written in words will be taken as valid.

3.4 Content of Technical Proposal (Envelop 1)

a) Technical Proposal (Envelop 1)

It shall be submitted along with a forwarding letter (“**Annexure 2**”) in a sealed envelop duly marked on it in bold letter as “**TECHNICAL PROPOSAL**” and shall contain both Proof of Eligibility and Technical Details in separate envelopes.

b) Proof of Eligibility:

- (i) Cost of Bidding Document in form of Demand Draft
- (ii) E.M.D. in proper shape
- (iii) Confirmation regarding furnishing **Performance Security** in case of award of contract.

- (iv) Original RFP document duly stamped and signed in each page along with the Forwarding Letter confirming the performing the assignment as per “**Annexure 2**”.
- (v) Particulars of the applicant as per “**Annexure 3**”
- (vi) Copy of the certificate of Incorporation /Registration.
- (vii) The bidder must attach audited accounts or certificate duly certified by Chartered Accountant for last three years as supporting documents.
- (viii) Work-orders and/or any other supporting documents/experience certificates issued by any government client pertaining to such works done in the past to evidence the fulfillment of the eligibility criteria with respect to capacity and experience.
- (ix) Power of attorney in favor of signatory to the proposal.
- (x) Copy of the certificate of registration of EPF, ESI and Service Tax with the appropriate authority.
- (xi) A declaration from the applicant in the format given in the “**Annexure 4**” to the effect that the firm has neither been declared as defaulter or black-listed by any competent authority of a government department, government undertakings, local bodies, authorities.

c) Technical Details:

In addition to the above documents, Technical Proposal shall contain following details:

- (i) Provide a detailed profile of the organization, including information regarding set up and operate call center, preferably customer/citizen centric, undertaken in last 3 years.
- (ii) Provide a write-up on the manner in which the bidder proposes to carry out the assignment. In particular, the write-up must include a detailed description of the following:
 - 1) Details of experience in managing similar projects.
 - 2) Proposed operational modalities with time line for establishment and operations of Call centre.
 - 3) Proposed organizational structure with roles and responsibilities
 - 4) Detailed recruitment and training plan
 - 5) Detailed Quality Management System
 - 6) Detailed features of the application software proposed to be used for the grievance redressal system and record out bound call response.
 - 7) Data security protocols that will be followed to ensure secure transmission, storage and access to data
 - 8) Proposed reporting system

d) Financial Proposal

The second envelope shall contain the financial proposal and shall be marked in bold letters as “FINANCIAL PROPOSAL”. Prices shall be inclusive of all taxes and duties and quoted in the format enclosed as “**Annexure 1**”.

3.5 Price Validity & Contract Period

The tenders shall remain valid for six calendar months for acceptance and the prices quoted shall remain firm through the contract period. On expiry of contract duration, the Government may further extend contract on mutually agreed terms and conditions.

3.6 Opening of Proposal:

The technical proposal will be opened at the time and date specified in the schedule. The Proposer may attend the opening proposals, if they so desire.

3.7 Force Majeure:

- a) The Operator shall not be allowed to suspend or discontinue Services during occurrences of emergencies or Force Majeure events. Provided, in such circumstances of emergencies and Force Majeure event, if the Performance Standards are not complied with because of any damage caused to any of the Project Facilities or non availability of staff, or inability to provide services in accordance with the Performance Standards as a direct consequence of such Force Majeure events or circumstances then no penalties applicable for the relevant default in Performance Standards would be applied to such particular defaults. Provided further, unless the Force Majeure event is of such nature that it completely prevents the operation of the Call Centre, a suspension of or failure to provide Services on the occurrence of a Force Majeure event will be an Event of Default.
- b) The failure of a party to fulfill any of its obligations under the agreement shall not be considered to be a default in so far as such inability arises from an event of force majeure, provided that the party affected by such an event (i) Has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of the agreement, and (ii) Has informed the other party as soon as possible about the occurrence of such an event.

EVALUATION OF PROPOSAL

4.1 Scrutiny of Proposal

The proposal will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions and whether the bidder is eligible and qualified as per criteria laid down in Section VI of the RFP. The proposals, which do not meet the aforesaid requirements, are liable to be treated as non-responsive and may be ignored. The decision of the inviting authority as to whether the applicant is eligible and qualified or not and whether the proposal is responsive or not shall be final and binding on the proposers/bidders. Financial Proposal (**Envelop-2**) of only those applicants, who qualify in the technical evaluation, will be considered for opening.

4.2 Infirmary / Non-Conformity

The inviting authority may waive minor infirmity and/or non-conformity in a proposal, provided it does not constitute any material deviation. The decision of the proposal inviting authority as to whether the deviation is material or not, shall be final and binding on the bidders.

4.3 Clarification of RFP Document

Wherever necessary, the proposal inviting authority may, at its discretion, seek clarification from the applicant seeking response by a specified date. If no response is received by this date, the inviting authority shall evaluate the offer as per available information.

4.4 Evaluation Process

Tender Evaluation Committee duly appointed by the department in the following manner shall evaluate the proposals:

Stage 1: The proof of eligibility of all applicants shall be examined to confirm if all eligibility criteria are met. The applicants who fail to meet one or more of the stipulated eligibility criteria shall be declared 'ineligible'.

Stage 2: The technical details of all eligible applicants shall be opened next and evaluated on the parameters as indicated below:

4.4.1 Eligibility Criteria

- a) Entity duly registered /incorporated in India having more than three years of relevant working experience as on the date of submission of the proposal/bid.
- b) Minimum average annual turnover of Rs. 3 Crore in last three financial years (2017-18, 2018-19 & 2019-20). The bidder must attach audited Statement of Accounts duly certified by Chartered Accountant for last three years as supporting documents.
- c) Minimum one (01) years' experience in the operation of a BPO/Call Centre of at least 25 seats.
- d) Experience in computer telephony integration with the ability to log calls and own software components.

- e) Should not have been involved in any litigation that might compromise the delivery of services as required under this contract.
- f) Should not have been blacklisted by any government agency or public sector undertaking in India.

The bidder is required to furnish adequate documentary evidence in support of compliance of eligibility criteria along with the proposal.

4.4.2 Evaluation Criteria

Criteria for Evaluation	Marks	Maximum
Experience managing similar projects (Call Centers)		15
More than one year but less than three years	10	
More than three years	15	
Avg. Annual Turnover in last three years as per audited statement of accounts:		15
More than 3 Cr less than Rs. 5 Cr.	10	
More than Rs. 5 Cr.	15	
Experience of successfully implementing Call Center projects of at least 25 seats		10
One to three assignments	5	
More than three assignments	10	
Working Experience in any similar government sponsored Call Center/BPO project of at least 10 seats		10
One assignment	5	
More than one assignment	10	
Number of call center executives working for Bidder on call center/BPO projects in India		10
Upto 25 executives	5	
More than 25 executives	10	
Approach & Methodology (through Technical Presentation)		40
Bidder's understanding of the requirements and approach to be adopted for the project *		
Proposed technical solution based on understanding of scope of the project *	20 20	

**To be demonstrated in technical presentation*

Technical proposals scoring less than 70 marks shall be declared as 'not qualified' and their financial proposals shall not be opened.

4.5 Opening of Financial Proposal

Final selection shall be strictly on least cost basis (L1) only among those bidders who scores minimum qualifying mark of 70 in technical evaluation.

The successful Bidder shall be the one offering the LOWEST price i.e. L1. However, if more than one Bidder offers the same lowest price, in such case Bidder having higher technical score be the successful Bidder.

TERMS AND CONDITIONS

5.1 Signing of Contract

The proposal inviting authority shall issue the Notice for Award of Contract to the successful bidder within the bid validity period. And the successful bidder will be required to sign and submit the contract unconditionally within 21 days of receipt of such communication (award of contract) along with the performance security.

5.2 Modification to Contract

The contract when executed by the parties shall constitute the entire contract between the parties in connection with the assignment and shall be binding upon the parties. Modification, if any, to the contract shall be in writing and with the consent of the parties. However, in no circumstances, the contract should be inconsistent with the RFP provisions.

5.3 Performance Security

- a) The successful agency shall furnish a performance security in the shape of a Demand Draft/Bank Guarantee/Fixed Deposit Receipt issued by a Nationalised Bank having branch at Bhubaneswar and should be drawn in favour of Tender Inviting Authority for an amount equal to 10% (ten per cent) of the Agreement Value. The Bank guarantee shall be as per the format given at “**Annexure 5**” and remain valid for a period, which is three months beyond the date of expiry of the contract. This shall be submitted within 21 days (minimum) of receiving of Notice for Award of Contract, failing that the EMD may be forfeited and the contract may be cancelled.
- b) If the firm/contractor violates any of the terms and conditions of contract, the Performance Security shall be liable for forfeiture, wholly or partly, as decided by the authority in addition to premature termination of the contract.
- c) The Purchaser will release the Performance Security without any interest to the Agency (service provider) on successful completion of contractual obligations.

5.4 Compliance of Minimum Wages Act and other applicable Labour Laws

The agency or contractor shall comply with all the provisions of Minimum Wages Act and any other labour laws as applicable.

5.5 Employees Provident Fund and Employees State Insurance

The firm / contractor shall comply with all the requirements of EPF and ESI Rules and make necessary payments to its employees.

5.6 Income Tax Deduction at Source

Income tax deduction at source shall be made at the prescribed rates from the bills amount payable to the agency. The deducted amount will be reflected in the requisite Form, which will be issued at the end of the financial year.

5.7 Payment

a) Monthly Service Charges/Fees:

- (i) The payment will be made on monthly basis subject to the submission of correct and complete invoice along with supporting by the service provider. The service provider will raise its invoice on monthly basis at contracted rate to RWS&S, Odisha by 1st week of next month.
- (ii) On receipt of the statement of claim, concerned section/cell under RWS&S, Odisha shall study the correctness and completeness of the claim and supporting documents. All adjustments on the ground of penalty or short performance shall be calculated and recorded properly. The concerned section/cell shall complete the verification in 7 working days and issue a deficiency note, if any to the service provider. On receipt of the same, the service provider shall revert rectifying the deficiencies and submit the final claim to RWS&S, Odisha.
- (iii) Within 15 days of submission of final claim with required supporting documents and duly scrutinized by the concerned Section/ Cell, RWS&S will release the payment.

b) Penalties:

Inability of the proposed solution and setup to deliver the required functionality at performance levels expected at the specified volumes (including the expected increase in volumes) would result in breach of contract and would invoke the penalty clause. The proposed rate of penalty would be 1% of the value of total agent cost payable per quarter of non-compliance to the performance levels, for that particular month, subject to an upper limit of 10% of value total agent cost payable in that month. Inability of the vendor to provide services at the service levels defined would result in breach of contract and would invoke the penalty clause. The proposed rate of penalty would be 1 % of the value of total agent cost payable per quarter of non-compliance to, the service levels for every percentage below the expected levels of service, for that particular service or product, subject to an upper limit of 10% of value of total agent cost payable per month. Overall cap for penalties will be 10% of the contract value. Thereafter, the contract may be cancelled and amount paid if any, will be recovered with 1.25% interest per month.

*** The above penalty clauses shall be applicable from the 4th months of operation.**

5.8 Damages for Mishap/Injury

The department shall not be responsible for damages of any kind or for any mishap/injury/accident caused to any service engineer/ personnel/property of the firm/ contractors while performing duty. All liabilities, legal or monetary, arising in that eventuality shall be borne by firm/ contractor.

5.9 Termination/Suspension of Agreement:

The Client may, by a notice in writing suspend the agreement if the service provider fails to perform any of his obligations including carrying out the services, provided that such notice of suspension --

- Shall specify the nature of failure, and
- Shall request remedy of such failure within a period not exceeding 15 days after the receipt of such notice.

The Client after giving 30 days clear notice in writing expressing the intension of termination by stating the ground/grounds on the happening of any of the events (a) to (d), may terminate the agreement after giving reasonable opportunity of being heard to the service provider.

- a) If the Service Provider do not remedy a failure in the performance of his obligations within 15 days of receipt of notice or within such further period as the Client have subsequently approve in writing.
- b) If the Service provider becomes insolvent or bankrupt.
- c) If, as a result of force majeure, service provider is unable to perform a material portion of the services for a period of not less than 60 days: or
- d) If, in the judgment of the Client, the Service Provider is engaged in corrupt or fraudulent practices in competing for or in implementation of the project.

5.10 Arbitration

- a) If dispute or difference of any kind shall arise between the purchaser and the firm/contractor in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- b) If the parties fail to resolve their dispute or difference by such mutual consultations within thirty days of commencement of consultations, then either the purchaser or the firm/contractor may give notice to the other party of its intention to commence arbitration, as hereinafter provided. The applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In that event, the dispute or difference shall be referred to the sole arbitration of an officer to be appointed by the proposal inviting authority as the arbitrator. If the arbitrator to whom the matter is initially referred is transferred or vacates his office or is unable to act for any reason, he / she shall be replaced by another person appointed by tender inviting officer to act as Arbitrator. Such person shall be entitled to proceed with the matter from the stage at which his predecessor left it.
- c) Work under the contract shall, notwithstanding the existence of any such dispute or difference, continue during arbitration proceedings and no payment due or payable by

the Purchaser or the firm / contractor shall be withheld on account of such proceedings unless such payments are the direct subject of the arbitration.

- d) Reference to arbitration shall be a condition precedent to any other action at law.
- e) Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e. Bhubaneswar.

5.11 Applicable Law and Jurisdiction of Court:

The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force. The Court located at the place of issue of contract shall alone have jurisdiction to decide any dispute arising out of in respect of the contract. It is specifically agreed that no other Court shall have jurisdiction in the matter.

Terms of Reference

6.1 Scope of Services

6.1.1 Call Centre

- a) There shall be a single toll free point of contact (i.e. a 4 digit number) which shall be operated centrally.
- b) This proposed Call Center, will receive calls and make outbound calls between **06: 00 AM to 06: 00 PM every day** except mandatory national holidays. During the non-working hours of the Call Center, appropriate **IVRS prompt** would be played informing the caller about the working hours of the Call Center. The caller number should be recorded and on the next working day, those numbers should be contacted.
- c) Seat Capacity: The bidder shall be required to establish and operate a 10 seat call centre. It shall be established at Bhubaneswar. If the scope of services is broadened in future which necessitates more than 10 seats, payment for such additional seats will be made by Client in a prorated manner.
- d) Human Resources: The bidder should develop a **staffing plan** that will provide live call response and counseling, seven days a week by trained professionals having graduation degree. The bidder must and provide adequate orientation and ongoing training for all staff. The Supervisor /Manager must have Master degree. All the call centre staff must be fluent in Odia, Hindi & conversant in written English. They should be well versed with adequate knowledge about RWS&S mandate and programs.

6.1.2 Grievance Redressal System

- a) Call Centre Executive will answer inquiries by providing desired information.
- b) The complains/grievances received by telephone, SMS, e-mail or written must be registered immediately and intimated to appropriate resource of area/locality concern to resolve the grievances. And provide a ticket number to the complainant for further reference by SMS/e-mail.
- c) Complain can be registered through web application portal as guest user by filling a form with minimal information.**
- d) A customized scheduler should be developed in Web application to push grievance's related data to CMS (Central Monitoring System) under online module of ORTPSA (Odisha Right to Public Service Act) developed by General Administration & Public Grievance (AR) Department, GoO.**
- e) All the grievances received should be registered, recorded with ticket number in the web portal. Web portal will always be updated in real time basis with grievance resolve status. In case of Pipe Water Supply, the grievance should be registered against PWS Id provided by RWS&S Organisation.**

- f) Inform the complainant about the status of grievance reported.
- g) Document all call information according to standard format
- h) CSP will ensure the updating of the FAQs bank on monthly basis with consultation and approval of the RWS&S.
- i) Prepare report weekly on grievance received and its status.

6.1.3 Feedback/Proactive response Mechanism

- a) Outbound call to PRI members/Public/CSO/NGOs proactively to get feedback on quality of service provided by the organization and also to assist clients improvise the service. This call will help to create awareness among public about government initiatives in rural drinking water and sanitation sector.
- b) Prepare an analytical report on Citizen response, feedback and suggestion to improvise the system

6.2 Service Level Parameters

6.2.1 Service Level Agreement Applicability

The parameters noted below in the Service Level Agreement (SLA) will start to be applicable after the completion of user acceptance of the call center. In this period, the call center shall measure and provide the report on SLA parameters to RWS&S.

These SLAs shall be tracked on a periodic basis and will have liquidation damage clauses on non-adherence to any of them.

6.2.2 List and Definition of SLAs

- (a) System Uptime (Voice response available to citizen)
- (b) Average Speed to Answer (ASA)
- (c) Call abandonment rate (unanswered calls by operators)
- (d) Average Handle Time (AHT)
- (e) Average Hold Time

Sl.	Measurement	Definition	Measurement Interval	Reporting Period	Target
I.	System uptime (Voice response available to citizen)	It will calculate based on formula – Total uptime in minutes/ Total minutes of operation in a month. For example if the system is down for 2 hours or up for 214 hours; Uptime will be $[(214/(27\text{days} \times 8)) \times 100] = 99.07\%$	Monthly	Monthly	$\geq 99\%$
II.	Average speed to answer	This is % of call that are answered by call center operator within specified time period during TCBH (Time consistent busy hour). In other words, it is waiting time in Automatic Call Distributor (ACD) queue experienced by a caller to talk with executive before phone is answered by agent.	Monthly	Monthly	$>70\%$ calls answered within 30 seconds
III.	Call abandon rate (unanswered call)	This measures % of call that requested for an agent but got disconnected before being answered by the executive. (Only calls that got disconnected after 30 seconds from transfer to ACD will be considered for computation of this SLA)	Monthly	Monthly	Less than 2%
IV.	Average handle time	This is a measure that refers to how long it takes to manage a contact. AHT shall be calculated as the sum of average talk time, hold time and wrap time.	Monthly	Monthly	Less than 300 seconds
V.	Average hold time	This is a measure that refers to how long does the executive keep the caller on hold for any reason	Monthly	Monthly	Less than 20 seconds.

6.2.3 Expected Output

- (i) Successfully operation of grievance redressal system and improve service delivery the State within agreed response time.
- (ii) Uninterrupted functioning of the call center/ control room and ensuring that no call is left unattended.
- (iii) Apart from attending all inbound calls, the Call center should reach at least 90% of PRI members of the State (Approximately 1 lakhs) across all PRI institutions.
- (iv) In every month all Gram Panchayats (PRI) must be contacted through at least one outbound call, which means minimum one PRI member of each GP must be contacted.

6.3 Infrastructure Requirement

Service provider has to install and operate appropriate IT infrastructure for timely and efficient operation and monitoring of the services. Details of Call Centre infrastructure and facilities are given in below.

- (a) Call centre will be 10 seater. Call centre executive and call centre manager/Supervisors shall be able to take calls, answer in Odia, Hindi and English as applicable. All interactions will be logged and maintained in the Call Centre for later reporting and analysis.
- (b) Computer Aided Dispatch (CAD) and all the other necessary hardware/software for computer telephonic integration.
- (c) There must be adequate provision in the Control Room for maintaining the required data redundancy and backup of the call record database application. The Successful bidder must implement precautions to ensure that the discontinuity of service due to hardware/ server failure is below 1% on a monthly basis.
- (d) Control Room network must have multi-level security mechanism to protect it from attackers, hackers, worms, viruses, spamming, etc.
- (e) Control Room network shall have Firewall installed to protect unwanted intrusion into the network.
- (f) All calls should be recorded in an automated logger machine (data & voice).

6.4 Roles and Responsibilities of Parties

6.4.1 Roles of RWS&S

- (a) Make familiar all call center staffs with various program and its' operational procedure.
- (b) Provide Frequently Asked Questions (FAQs).
- (c) Provide documents about programs.
- (d) Provide contact details of PRI institution and members.
- (e) Reserves the right to audit or conduct inspection.

- (f) Designate a person to be as a single point of contact for the project.
- (g) Release the funds to the Service Provider as per the terms and conditions of the agreement.

6.4.2 Roles of Service Provider

- (a) Establish Call Centre with good working environment.
- (b) **Provide a toll-free number (4 digit number) for contact by citizen.**
- (c) Procurement, installation & maintenance all equipment to run Call Centre.
- (d) Arrange premises for setting up the Call Centre.
- (e) Provide application software including triaging software, algorithms/ protocols, CRM etc.
- (f) Create systems to ensure secure storing of data captured during the calls
- (g) **Design an online reporting dashboard** for different levels of officials with appropriate security; the concerned officials should be able to access and analyze these reports and graphics through her/his computer from anywhere
- (h) Obtain all statutory approvals required for operating such a service. It may request Government assistance for such approvals, if required.
- (i) Ensure compliance of labor laws.
- (j) Put in place adequate and effective mechanisms to deal with complaints of sexual harassment of women at workplace.
- (k) Responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanors.
- (l) Provide all call-logs, voice-logs, voice recordings and other necessary details as and when required by GoO. Voice storage should be of minimum two months in the online application and provision of backup of archive data for one year in removable storage.
- (m) Ensure adequate training of the staff in organizational behavior so that it is courteous and exhibits enthusiasm while at work.
- (n) Ensure necessary power backup for uninterrupted service. The service provider shall ensure average down time of below 2% in any particular month for any reason including mechanical and electrical failure.
- (o) The average initial answer speed for 90% of the calls shall be within 5 rings (10Seconds).
- (p) Routine report on monthly basis preferably by 10th of every month as per the prescribed format.

6.5 Exit Management

At the end of the contract, the Service provider has to support an orderly, controlled transition of responsibility for the provision of the services to the new Service provider without any disruption in the services to RWSS. **Data Handover, process documents, knowledge bank**, if

any must be included in the exit management plan. The Service provider is required to submit the Exit Management Plan 6 months before the completion of the contract. The Exit Management Plan shall be based on mutually agreed terms between Service provider and RWSS.

6.6 Consideration

(a) The Client (RWS&S, Odisha) do hereby agree that if the a service provider shall duly implement the project in the manner aforesaid, observe and keep the said terms and conditions then the Client will pay or cause to be paid to the Service Provider at the time and in the manner set forth in the said terms.

(b) The payment pattern will be as specified below-

- (i) The payment will be made on monthly basis subject to the submission of correct and complete invoice along with supporting by the service provider. The service provider will raise its invoice on monthly basis at contracted rate to RWS&S, Odisha by 1st week of next month.
- (ii) On receipt of the statement of claim, concerned section/cell under RWS&S, Odisha shall study the correctness and completeness of the claim and supporting documents. All adjustments on the ground of penalty or short performance shall be calculated and recorded properly. The concerned section/cell shall complete the verification in 7 working days and issue a deficiency note, if any to the service provider. On receipt of the same, the service provider shall revert rectifying the deficiencies and submit the final claim to RWS&S, Odisha.
- (iii) Within 15 days of submission of final claim with required supporting documents and duly scrutinized by the concerned Section/ Cell, RWS&S will release the payment.

6.7 Penalties

Inability of the proposed solution and setup to deliver the required functionality at performance levels expected at the specified volumes (including the expected increase in volumes) would result in breach of contract and would invoke the penalty clause. The proposed rate of penalty would be 1% of the value of total agent cost payable per quarter of non-compliance to the performance levels, for that particular month, subject to an upper limit of 10% of value total agent cost payable in that month. Inability of the vendor to provide services at the service levels defined would result in breach of contract and would invoke the penalty clause. The proposed rate of penalty would be 1 % of the value of total agent cost payable per quarter of non-compliance to, the service levels for every percentage below the expected levels of service, for that particular service or product, subject to an upper limit of 10% of value of total agent cost payable per month. Overall cap for penalties will be 10% of the contract value. Thereafter, the contract may be cancelled and amount paid if any, will be recovered with 1.25% interest per month.

The above penalty clauses shall be applicable from the 4th months of operation.

6.8 Damages for Mishap/Injury

The department shall not be responsible for damages of any kind or for any mishap/injury/accident caused to any service engineer/ personnel/property of the firm/ contractors while performing duty. All liabilities, legal or monetary, arising in that eventuality shall be borne by firm/ contractor.

6.9 Termination /Suspension of Agreement

The Client may, by a notice in writing suspend the agreement if the service provider fails to perform any of his obligations including carrying out the services, provided that such notice of suspension --

- a. Shall specify the nature of failure, and
- b. Shall request remedy of such failure within a period not exceeding 15 days after the receipt of such notice.

The Client after giving 30 days clear notice in writing expressing the intension of termination by stating the ground/grounds on the happening of any of the events (a) to (d), may terminate the agreement after giving reasonable opportunity of being heard to the service provider.

- If the Service Provider do not remedy a failure in the performance of his obligations within 15 days of receipt of notice or within such further period as the Client have subsequently approve in writing.
- If the Service provider becomes insolvent or bankrupt.
- If, as a result of force majeure, service provider is unable to perform a material portion of the services for a period of not less than 60 days: or
- If, in the judgment of the Client, the Service Provider is engaged in corrupt or fraudulent practices in competing for or in implementation of the project.

FORMS & FORMATS

ANNEXURE-1

FORMAT FOR FINANCIAL PROPOSAL

Dated:

To,

**The Engineer-In-Chief, RWS&S
Jal 'O' Parimal Bhawan,
Unit-5, Bhubaneswar - 751001
Office Phone: (0674) 2395734**

Sub: Request For Proposal (RFP) for selection of firm to **“Establishment and Operation of Grievance Management System through Call Centre”**

- (a) We, the undersigned, offer to provide above service in accordance with your RFP. Our Financial proposal for project is given as below;

S. No	Description	Rate inclusive of all expenditure (Capital and Recurring)	Applicable Taxes or Levies, if any.	Total (Amount in Rs.)
A	Call Centre: Unit Cost per seat per month (inclusive of all costs, both on recurring and non-recurring heads on operationalization of Call Centre)			

- (b) Our financial proposal shall be binding upon us subject to any modifications resulting from contract negotiations, up to the expiration of the validity period of the proposal, i.e.....(date).
- (c) We undertake in competing for and, if the award is made to us, in executing the above services, we will strongly observe the laws against fraud and corruption to force in India namely Prevention of Corruption Act 1988. We understand that you are not bound to accept any proposal you receive.

Yours sincerely,
Authorized Signature:
(Name, Designation and Address)

ANNEXURE -2

COVERING LETTER (TECHNICAL PROPOSAL)

**Letter of Proposal
(On Applicant s Letter Head)**

Dated:

To,
**The EIC, RWS&S
Jal 'O' Parimal Bhawan,
Unit-5, Bhubaneswar - 751001**

Sub: Request For Proposal (RFP) for procuring the services of a consulting firm / institution / trusts to **"Establishment and Operation of Grievance Management System through Call Centre"**.

Dear Sir,

- a) With reference to your RFP document reference no. **EIC/RWS&S/08/ 20-21 dated 25.11.2020**, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Proposal for the aforesaid Project. The Proposal is unconditional and unqualified.
- b) All information provided in the Proposal and in the Annexure to that is true and correct.
- c) This statement is made for the express purpose of qualifying as an Applicant for undertaking the Project.
- d) I/ We shall make available to the Authority/Department any additional information it may find necessary or require to supplement or authenticate the proposal.
- e) I/ We acknowledge the right of Authority/Department to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- f) We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
- g) I/ We declare that:
 - (a) I/ We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority.
 - (b) I/ We hereby certify that we have taken steps to ensure that, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice,

coercive practice, undesirable practice or restrictive practice.

- h) I/ We declare that we are not a Member of a/ any other firm submitting a Proposal for the Project.
- i) I/ We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
- j) I/ We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
- k) We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.
- l) In the event of my/ our being declared as the successful, I/We agree to enter into an Agreement in accordance with the draft that has been provided to in the RFP document. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
- m) The Fee has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP.
- n) I/We undertake to provide Performance Security equivalent to 10% of the Agreement value in case the contract being awarded to us.
- o) The Proposal Cost of Rs. 5000.00 in the form of a Demand Draft (DD no. ----- dated ----- drawn on -----, ----- Branch) is attached.
- p) The EMD of Rs 1,00,000/- in the form of _____ is attached.
- q) I/We agree and understand that the Proposal is subject to the provisions of the RFP Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Proposal is not opened.
- r) I/We agree to keep this offer valid for 180 (one hundred and eighty) days from the Proposal Due Date specified in the RFP.
- s) I/We agree and undertake to abide by all the terms and conditions of the RFP document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP document.

Yours faithfully,

Date: (Signature of the Authorized signatory)

Place: (Name and designation of the of the Authorized signatory)

Name and seal of Bidder

ANNEXURE- 3

PARTICULARS OF THE APPLICANT

1. NAME OF THE FIRM:

2. REGISTERED OFFICE:

4. DATE OF INCORPORATION:

5. CONSTITUTION OF THE FIRM:

6. Names of Govt. Dept. / Public Sector undertaking /International clients to whom the bidder has provided similar services, if any:

7. MAIN BUSINESS ACTIVITIES:

8. DETAILS OF MAIN BRANCHES:

9. Annual turnover of the Firm (in INR) from Similar Assignments in India during last three Financial Years. (Please attach copy of the Audited Financial Statements)

2017-2018:

2018-2019:

2019-2020:

10. DETAILS OF CONTACT PERSONS

NAME:

DESIGNATION:

CONTACT TEL. NO:

MOBILE NO:

FAX NO:

EMAIL ID:

POSTAL ADDRESS:

(Signature of Authorized signatory)

ANNEXURE-4

DECLARATION BY BIDDER

I / We agree that we shall keep our price valid for a period of one year from the date of approval. I / We will abide by all the terms & conditions set forth in the tender documents No./

I / We do hereby declare I / We have not been de- recognized / black listed by any State Govt. / Union Territory / Govt. of India / Govt. Organisation / Govt. Health Institutions.

Signature of the Applicant:

Date

Name & Address of the Firm:

Affidavit before Executive Magistrate / Notary Public in Rs.50.00 stamp paper.

ANNEXURE-5

PROFORMA FOR BANK GUARANTEE

To,
**The EIC, RWS&S,
Jal 'O' Pariamal Bhawan,
Unit-5, Bhubaneswar - 751001
Office Phone: (0674) 2395734**

WHEREAS.....(Name and address of the Service Provider) (Hereinafter called " Agency" has undertaken, in pursuance of contract No..... dated (Herein after "the contract") to **Establishment and Operation of Grievance Management System through Call Centre.**

AND WHEREAS it has been stipulated by you in the said contract that the Agency shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give such a bank guarantee on behalf of the Agency;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the Agency, up to a total of..... (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Agency to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Agency before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Agency shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid up to 24 (fifteen) months from the date of signing of contract i.e. up to..... (Indicate date)

.....
(Signature with date of the authorized officer of the Bank)

.....
Name and designation of the officer

.....
Seal, name & address of the Bank and address of the Branch